



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

REQUEST FOR PROPOSALS (RFP)

FOR

**SUBSTANCE ABUSE COUNSELORS AT DEPARTMENT-OPERATED
COMMUNITY RELEASE CENTERS (CRC)**

FDC RFP-18-004

**RELEASED ON
July 20, 2017**

**By the:
Florida Department of Corrections
Bureau of Procurement
501 S. Calhoun Street
Tallahassee, FL 32399-2500
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TIMELINE
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EVENT	DUE DATE	LOCATION
Release of RFP	July 20, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Pre-Proposal Conference (non-mandatory)	July 27, 2017 at 10:00 a.m., Eastern Time	Florida Department of Corrections Bureau of Procurement, 501 South Calhoun Street Tallahassee, Florida 32399 Call-in Telephone Number: (888) 670-3525 Participant Code: 1603048419
Last day for written inquires to be received by the Department	August 8, 2017 prior to 5:00 p.m. Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement, Pamela McLean purchasing@fdc.myflorida.com
Anticipated Posting of written responses to written inquires	August 29, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Proposals Due and Opened	September 12, 2017 Must be received prior to 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement, Pamela McLean 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	September 19, 2017 at 10:00 a.m., Eastern Time	Florida Department of Corrections 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Recommended Award	October 24, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Background

Section 945.025(1), Florida Statutes (F.S.), gives the Florida Department of Corrections (Department) responsibility for the supervision, protective care, custody, and control of inmates. As of June 30, 2017 the Department's inmate population was 97,794. Approximately 62% of those inmates are in need of substance abuse treatment, and the number is expected to rise. Inmates are housed in both privately-operated and state-operated facilities throughout the State, including major correctional institutions and satellite facilities, such as road prisons, work camps, forestry camps, treatment centers, and community release centers.

1.2 Statement of Purpose

The Department is requesting Proposals from qualified Vendors who have a minimum of three (3) years of business/corporate experience, within the last five (5) years, in the provision of licensed aftercare treatment for substance use disorders and dynamic readiness programming, within a justice system-involved population at designated Department-operated Community Release Centers (CRC) throughout Florida. Aftercare services provided must be licensed in accordance with Chapter 65D-30, Florida Administrative Code (F.A.C.), and any subsequent revisions.

A Vendor may submit a Proposal, for one or more locations, for any of the CRC's; However, if submitting a Proposal for multiple locations, a separate Cost Proposal Sheet must be submitted for each location with the Vendor's Proposal. The Department intends to enter into multiple Contracts, by CRC location, based upon funding, availability, and the Department's determination of service needs. The Department does not guarantee a minimum number of referrals under any resultant Contract.

1.3 Definitions

The following terms used in this RFP, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1.3.1 Aftercare: Aftercare treatment services shall include one (1) 60 to 90-minute process group, one (1) time per week, depending on individual clinical need, until the inmate leaves the facility, and one 45-minute individual counseling session, one (1) time per month, until the inmate leaves the facility.

1.3.2 American Correctional Association (ACA): An international accreditation entity that establishes national standards for, and conducts audits of, correctional programs to assess their administration and management, the facility, operations and services, inmate programs, staff training, medical services, sanitation, use of segregation and detention, incidents of violence, crowding, offender activity levels, and provision of basic services which may impact the life, safety, and health of inmates and staff.

1.3.3 Americans with Disabilities Act (ADA): Legislation which prohibits discrimination and guarantees that people with disabilities have the same opportunities as everyone else to enjoy employment opportunities, to purchase goods and services, and to participate in State and local government programs and services.

1.3.4 Attributes: Essential components of the program.

1.3.5 Breach of Contract: A failure of the Vendor to perform in accordance with the terms and conditions of the resultant Contract.

- 1.3.6 Clinical File:** A file developed and maintained, by the Vendor, for each inmate enrolled in outpatient or aftercare services at the CRC, which may contain information on the inmate's classification, treatment, and program needs. Files shall be maintained in accordance with the Department's Procedure 507.401.
- 1.3.7 Community Release Center (CRC):** Any program which allows inmates to work at paid employment or participate in education, training, or substance abuse treatment programs in a community release center, contract community release center facility, or community contract facility, or voluntarily work with a public or nonprofit agency in the community.
- 1.3.8 Comprehensive Program Evaluation:** An in-depth Contract compliance monitoring conducted a minimum of once per fiscal year, by the Department's Contract Manager, or designee, completed to document the Vendor's compliance with the terms of the Contract, and to evaluate overall program functioning. Frequency of monitoring will be at the discretion of the Department's Contract Manager, or designee, in accordance with Department procedures, with adequately functioning programs being monitored less frequently.
- 1.3.9 Contract:** The agreement between the successful Vendor and the Department resulting from this RFP.
- 1.3.10 Contract Non-Compliance:** Failure to meet or comply with any requirement or term of the resulting Contract.
- 1.3.11 Corrective Action Plan (CAP):** A Vendor's written comprehensive plan to remedy deficiencies discovered in the course of contract monitoring and/or discovered at any time during the term of the Contract.
- 1.3.12 Criminogenic Needs:** Factors that are associated with recidivism that can be changed, such as antisocial attitudes, criminal peers, substance abuse, education, employment, satisfaction with family life, and financial well-being.
- 1.3.13 Day:** Calendar day, unless otherwise stated.
- 1.3.14 Deliverables:** Those services, items and/or materials provided, prepared, and delivered to the Department in the course of performance of the Contract. Deliverables are specifically described in Section 2.16.
- 1.3.15 Department:** The Florida Department of Corrections (FDC).
- 1.3.16 Dynamic Readiness Programming:** The programs and services provided to inmates that will help facilitate their reintegration back into free society. These services include, but are not limited to, employment skills, job readiness, job retention, resume writing, interview skills, cognitive-behavioral interventions, mentoring, budgeting, anger management, parenting, family reunification, life skills, and victim awareness.
- 1.3.17 Evaluation Methodology:** The process utilized by the Department to evaluate the portions of the Proposal against pre-determined established evaluation criteria to determine scores and final ranking of qualified Vendors.
- 1.3.18 Evidenced-Based Practices:** Service approaches, or utilization of curriculums, that have been validated by some form of documented scientific evidence, which have specific outcome measures. Evidenced-based practices and/or curriculums stand in contrast to approaches that are based on tradition, convention, belief, and/or anecdotal evidence.

- 1.3.19 HIPAA:** Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) which requires the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for Vendors, health plans, and employers. It also addresses the security and privacy of health data. The awarded Vendor(s) shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.
- 1.3.20 Inmate:** Refers to an individual that is incarcerated by the Florida Department of Corrections.
- 1.3.21 Licensure:** As used herein, refers to the statutory or regulatory authority to provide substance abuse programs to inmates.
- 1.3.22 Licensure Inspection:** An on-site inspection conducted by the Florida Department of Children and Families (DCF), of the licensed program, and a review of the service components provided, to monitor and ensure the Vendor's level of compliance with licensure standards.
- 1.3.23 Mandatory Responsiveness Requirements:** Terms, conditions, or requirements that must be met by the Vendor to be responsive to this solicitation. Failure to meet these responsiveness requirements will cause rejection of a Proposal. Any Proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- 1.3.24 Material Deviations:** A deviation that the Department, at its sole discretion, has found to be out of substantial accord with this RFP's requirements, provides an advantage to one Vendor over other Vendors, has a potentially significant effect on the quantity or quality of items proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a Proposal.
- 1.3.25 Minor Irregularity:** A variation from the RFP terms and conditions which does not affect the price of the Proposal, or give the Vendor an advantage or benefit not enjoyed by the other Vendors, or does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a Proposal.
- 1.3.26 Offender Based Information System (OBIS):** The Department's official record keeping system of inmates and offenders.
- 1.3.27 Parent Institution:** A correctional institution that will be designated to provide oversight and limited classification services to a contracted Community Release Center (CRC) facility. The Warden of the Parent Institution is the departmental liaison for the Contractor-operated facility for the term of the resultant Contract, unless otherwise delegated to the Department's Contract Manager, or designee.
- 1.3.28 Primary Counselor:** Refers to an employee who is part of the clinical staff and who has primary responsibility for delivering and coordinating clinical services for specific clients
- 1.3.29 Prison Rape Elimination Act (PREA):** Where used herein, refers to Part 115 of Title 28 of the Code of Federal Regulations (C.F.R.), National Standards to Prevent, Detect, and Respond to Prison Rape, under the "Prison Rape Elimination Act of 2003." The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local institutions, and for information, resources, recommendations, and funding to protect individuals from prison rape.

- 1.3.30 Quality Assurance Program:** A formal method of evaluating the quality of care rendered by a Vendor, and is used to promote and maintain an efficient and effective service delivery. Quality assurance includes the use of a quality improvement process to prevent problems from occurring so that corrective efforts are not required.
- 1.3.31 Regional Office:** The office responsible for management of certain institutions and facilities located within each of four (4) geographical regions of the Department.
- 1.3.32 Responsible Vendor:** A Vendor who has the capability in all respects to fully perform the Contract requirements, and the integrity and reliability that will assure good faith performance.
- 1.3.33 Responsive Proposal:** A Proposal, submitted by a responsive and responsible Vendor that conforms in all material respects to the solicitation.
- 1.3.34 Risk Behavioral Interventions:** Interventions, during substance abuse treatments that are concerned with the reduction in risk, and the change in behaviors.
- 1.3.35 Subcontract:** An agreement entered into by the Vendor with any other person or organization that agrees to perform any performance obligation for the Vendor specifically related to securing or fulfilling the Vendor's obligations to the Department under the terms of the resultant Contract.
- 1.3.36 Value-Added Services:** Additional services the Vendor may offer to provide to the Department, in addition to providing services which meet the minimum services requirements and specifications of this RFP, and offered at no additional cost to the Department.
- 1.3.37 Vendor or Respondent:** A legally qualified corporation, partnership or other entity submitting a response/offer to the Department pursuant to this RFP.
- 1.3.38 Work Release Inmate Monitoring System (WRIMS):** The system or website application used daily by Department facility staff to record information related to the Department facility operations and security management.

1.4 Overview

The Department has operated a community work release system since 1968, through the use of community correctional centers, now known as Community Release Centers (CRCs). These CRCs provide housing, substance abuse treatment, education, and transitional services for employed inmates who are nearing re-entry back into society. It has become apparent that employment opportunities and transitional services provided to inmates can be enhanced through the outsourcing of CRCs.

Through the Department's readiness efforts, a high priority is placed in the preparation for inmate release by providing inmates varying levels of services based on their criminogenic needs. In this context, it is widely accepted that correctional programs should target the traditional needs through social learning and cognitive-behavioral treatment modalities (Andrews & Bonta, 2003; Andrews, Zinger et al., 1990; Antonowicz & Ross, 1994; Garrett, 1985; Gendreau, 1996; Izzo & Ross, 1990; Lipsey, 1992; Lipsey, Chapman, & Landenberger, 2001; Lösel, 1995; Pearson, Lipton, Cleland, & Yee, 2002). Accordingly, a range of services and interventions should be provided that target the specific crime-producing needs of inmates. Through the development of concrete plans, including specific treatment plans, participation in therapeutic activities, and various other components that include education, vocation, work-release assignments, employment, and other transitional services. The Department makes every effort to provide inmates the necessary tools to transition from prison to community. It is the Department's goal

to develop, improve, and ready the people in its care to return to their homes and become productive citizens, who are equipped to move forward, and not return to prison.

1.5 Start-up

The Vendor must have the capability to implement service delivery, as described herein, on a date agreed upon between the Vendor and the Department. However, the Department anticipates full implementation of services as soon as practical and as agreed upon by the Department and the Vendor.

1.6 Contract Term

The initial term of the Contract resulting from this solicitation shall be for a three (3) year period.

1.7 Contract Renewal

The Department may renew the resultant Contract, for up to three (3) years, or portions thereof, in accordance with Section 287.057(13), F.S., at the same prices, terms, and conditions. If the Department makes the determination to renew the Contract resulting from this RFP, it will provide written notice to the Vendor, no later than 90 days prior to the Contract expiration date.

1.8 Pricing Methodology

Vendors shall provide a fixed-hourly rate, per staff position, for providing services described in this RFP, utilizing Attachment I, Cost Proposal Sheet.

1.9 Conflicts and Order(s) of Precedence

All Proposals are subject to the terms of the following sections of this RFP, which in case of conflict shall have the following order of precedence:

- a. Addenda, in reverse order of issuance
- b. Request for Proposal, including attachments
- c. General Contract Conditions (Form PUR 1000) (Section 4.1)
- d. Instructions to Respondents (Form PUR 1001) (Section 3.1)

SECTION 2.0 SCOPE OF WORK

2.1 Scope of Services

This section contains the Scope of Services that will be required in any Contract executed as a result of this RFP. By submitting a Proposal, each Vendor specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this RFP, all requirements referencing "Contractor" contained within this section will be applicable to the Vendor should they be awarded a resultant Contract.

All services to be performed by, or under the direction of the Vendor under any resultant Contract, shall meet or exceed the minimum requirements outlined in this RFP.

2.2 General Description of Services

The services described herein are designed to provide licensed aftercare and dynamic readiness programming to inmates in Department-operated CRC's, as required in this RFP.

2.3 Rules and Regulations

- 2.3.1** All services provided must meet all applicable local, State, and federal ordinances, laws, rules and regulations governing the operation of a CRC, or related facility. In addition, CRC services must be provided in accordance with all Rules of the Department, as contained in Chapter 33, F.A.C., and any applicable Department procedures or guidelines, as specified in any resulting Contract, and any subsequent development, revisions and/or amendments thereto. Should any laws, standards, rules or regulations, or Department procedures change during the course of the resulting Contract, the updated versions will take precedence.
- 2.3.2** The laws, rules, and regulations referenced in this solicitation are incorporated herein by reference and will be made a part of the resulting Contract. The Department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the Department's inmates, and of the general public which is served by the Department, either directly or indirectly, through these services. The failure of the Department to set forth a specific reservation of rights, as to any particular provision regarding services to be performed under the resulting Contract, does not negate the Department's reservation of rights, and does not mean that any provision regarding the services to be performed under the resulting Contract is subject to a requirement that the parties mutually agreed upon.
- 2.3.3** The specific rules, procedures, and regulations identified below or elsewhere in this section are not listed to the exclusion of any other rules, procedures, and regulations required throughout the resulting Contract. The Department will monitor the Vendor's performance to ensure compliance with all rules, regulations, and requirements contained herein.
- 2.3.4** The Vendor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such mandates and requirements.
- 2.3.5** All services provided under any resultant Contract must meet the applicable requirements of Title 42 Code of Federal Regulations (C.F.R.) Part 2; the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Standards for Privacy of Individually Identifiable Health Information, Title 45 C.F.R., Parts 160, 162 and 164, Chapters 397 and 415, F.S.; Chapters 33 and Rule 65D-30, F.A.C., Code of Ethics and Conduct for Addiction Professionals of Florida, and any additional applicable local, State, and federal laws, rules and regulations. In addition, services must be provided in accordance with any Department substance abuse program and policy guidelines, instructional manuals, and any subsequent revisions and/or addenda to those documents. Should licensing or program requirements change during the course of any resulting Contract, the updated regulations and requirements will take precedence. The above laws, rules, and regulations are incorporated herein by reference and made part of any resulting Contract.
- 2.3.6** The Vendor agrees to modify its service delivery in order to meet or comply with changes required by operation of law, or due to changes in practice standards or regulations, or as a result of legal settlement agreement, consent order, or change in the Department's mission. Any changes in the Scope of Service required to ensure continued compliance with State or Federal laws, statutes or regulations, legal settlement agreement, or consent order or Department policy, will be made in accordance with Section 2.23 of this RFP.
- 2.3.7** The Vendor shall comply with the Department's procedures titled, "Substance Abuse Programs Admissions-Institutions" (No. 507.202), "Substance Abuse Program Completion or Termination-Institutions" (No. 507.203), and any revisions or updates, when admitting, discharging, or re-admitting inmates to the Program.

2.4 Confidentiality

The Vendor shall maintain confidentiality with reference to individual inmates receiving services in accordance with applicable local, State, and federal laws, rules, and regulations. The Department and Vendor agree that all information and records obtained in the course of providing services to inmates shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes, and regulations adopted pursuant thereto.

2.5 Department Responsibilities

2.4.1 The Department will maintain discretion over, and will be responsible for, placement of inmates into the Program.

2.4.2 The Department will provide management of housing, care (including medical care), and security of the inmates.

2.4.3 The Department will complete a screening/assessment for each inmate referred, and will work in partnership with the Vendor to coordinate the placement of inmates into Aftercare Services and Dynamic Readiness Programming.

2.4.4 The Department will provide the Vendor's staff current information from the Offender Based Information System (OBIS) in either hard copy format or by allowing electronic access. If approved, the Department's Contract Manager, or designee, will coordinate electronic access.

2.4.5 The Department will ensure that the Vendor's program staff are notified of an impending transfer, so that the clinical record may be transferred with the inmate, when the inmate is participating in substance abuse treatment, aftercare, and prevention services.

2.6 Vendor Requirements

2.6.1 The Vendor shall provide a counselor(s) to deliver aftercare services and dynamic readiness programming, based on needs identified through the Department's risk and needs assessment, and/or a psychosocial assessment, as described in this RFP.

2.6.2 The Vendor shall be responsible for providing all program supplies, program staff, office supplies, postage, and mail supplies required to carry out the provisions of the resultant Contract. The Vendor may request the Department to provide available equipment and supplies, as specified in Section 2.7, Administrative Requirements.

2.6.3 The Vendor shall be responsible for providing and updating all program materials, including Department-approved curriculum, audiovisual materials, workbooks, and other materials (copy paper, inmate writing tablets, pens, pencils, pocket portfolios, six-part inmate files, file labels, etc.). This shall include materials for inmates with exceptional educational or disability needs.

2.6.4 At the request of the Department's Contract Manager, or designee, the Vendor shall be required to provide a maximum of 40 hours of substance abuse training for Department staff. Training topics, time allocations, and the number of staff to be trained will be determined mutually by the Vendor and the Department's Contract Manager, or designee.

2.6.5 The Vendor shall ensure that any clinical staff receive the minimum annual training, as required by Rule 65D-30, F.A.C.

- 2.6.6** The Vendor shall ensure that all inmates sign the appropriate release of information forms, which will authorize the Vendor to share program information with the Department and sentencing authorities.
- 2.6.7** The Vendor shall ensure that its staff attend all Department-mandated meetings and required training. The Department will provide, and the Vendor shall require all staff to complete, the mandatory in-service training for institutional non-certified staff, as outlined in the [Department's Master Training Plan](#) for 2015-2016. The Vendor shall be responsible for all expenses incurred for sending its staff to training events including transportation, meals, normal hourly rate of employment, and per diem expenses.
- 2.6.8** The Vendor shall be responsible for maintenance of all program records including, but not limited to, a monthly enrollment and discharge report, in a format designated by the Department, aftercare service plans, progress notes, releases and recommendations, in accordance with Chapter 397, F.S. and Chapter 65D-30, FAC, Department Procedures/Manuals, and other updates. A clinical file shall be established for every inmate who is enrolled in the Program. In addition, the Vendor shall comply with all rules, established by the Department, concerning record keeping, including the sole use of Department-approved program forms. All files shall be maintained and secured at all times.
- 2.6.9** At no cost to the Department, the Vendor's Clinical Supervisor is responsible for ensuring that all clinical files are complete and up to date, that information in each file is protected with respect to confidentiality laws, and that auditing of the files occurs on a regularly scheduled basis, as agreed upon by the Vendor and the Department. The Vendor shall likewise ensure that information contained in all clinical files agrees with information entered into the OBIS.

2.7 Administrative Requirements

- 2.7.1** The Department will not furnish administrative support (e.g. accounting services, secretarial services, etc.) to the Vendor.
- 2.7.2** The Department will furnish at the program service site, when available, the following for the Vendor's use:
- a.** Office space;
 - b.** Telephone and local telephone service;
 - c.** Furniture; and
 - d.** A copy machine.
- 2.7.3** The Department shall provide, at no cost to the Vendor, available space for individual counseling and other therapeutic functions that require a confidential area.
- 2.7.4** The Department will supply postage and mailing supplies for inmate-related correspondence.
- 2.7.5** For all program discharges (successful, administrative, and unsuccessful) the Vendor shall complete the DC5-704 form and forward (electronically preferred) the completed form to Classification no later than three (3) calendar days from discharge. The three calendar days begin the day after the discharge date. The Vendor shall retain a copy of the completed form in the inmate's clinical file. Classification staff will review the form and ensure the data is entered into the Department's Offender Based Information System (OBIS) within two (2) business days subsequent to the date of receipt from the Vendor.

2.8 Service Times and Location

2.8.1 Service Times

The Vendor shall conduct services at times accessible and convenient to inmates, and be reasonably flexible in scheduling assessments, group sessions, and individual sessions, in order to accommodate inmates' work schedules.

2.8.2 Service Location

Each service location shall be at a Department-operated CRC, as described in Section 2.11.1, of this RFP. The awarded location will be designated in the resultant Contract.

2.9 Initial Service Requirements

2.9.1 The Vendor shall provide the following services, as outlined in the licensure requirements specified in Rule 65D-30, F.A.C. for aftercare services, Department procedures or manuals, and any subsequent revisions of those documents.

2.9.1.1 Psychosocial assessment reviews/updates, including diagnostic impression and recommendations;

2.9.1.2 Aftercare plans which must be reviewed every 30 days, and updated as necessary. The Aftercare Plan shall correspond to and be inclusive of the needs identified in the psychosocial assessment, and the inmate's most recent Department risk and needs assessment.

2.9.1.3 Inmate orientation to the Program, including all signed consent forms; progress notes, and establishment of a clinical file, pursuant to Section 2.6.9 of this RFP.

2.9.2 Vendor staff shall obtain a, Department-issued, Urinalysis Consent Form (DC5-710) for each inmate enrolled in aftercare, record urinalysis results in the inmate's clinical file, and monitor the frequency of testing to ensure inmates are tested, in accordance with Department Procedure 602.010 (restricted). This procedure can be provided upon a written request sent to purchasing@fdc.myflorida.com along with completion of the Non-Disclosure Agreement (Attachment IX).

2.9.3 While receiving services within the scope of this RFP, the Vendor shall ensure that inmates have a safe environment for personal growth and positive risk-taking. The Vendor shall ensure that each inmate reads the Department-provided program rules, signs a form indicating that the inmate has done so, and agrees to abide by them. Each inmate shall thereafter be required to strictly comply with the rules of the program. In addition, the Department's Rules on Inmate Discipline, Chapter 33-601, F.A.C., shall be followed.

2.9.4 The Vendor's staff are responsible for the supervision of all program inmates while they are receiving Vendor-provided services.

2.9.5 An inmate's participation in program services will be subject to institutional conditions which may affect aspects of the Program's operation. These conditions may include, but are not limited to, facility security conditions that would prohibit inmates from attending the substance abuse job assignment (i.e., weather conditions, or inmate count conditions, such that inmates are not released from their dormitories). If inmates are absent from the program in a consistent pattern due to these conditions, an affected inmate's participation time in the component shall be extended to meet the clinical goals and objectives established for an inmate.

2.9.6 Unless prohibited by facility security, inmates failing to arrive on time will not be admitted or given credit for the activity. In the event an inmate is late or absent from a scheduled program activity, and the inmate's whereabouts cannot be immediately determined by the Vendor's staff, the Vendor's staff shall immediately notify facility security staff.

2.10 Services to be Provided

2.10.1 The Vendor shall provide staff to deliver aftercare and dynamic readiness program services which shall include any, or all, of the two (2) services listed below, as requested by the Department's Contract Manager, or designee. The counselor-to-inmate ratio for services is one (1) staff member for every 50 inmates. The Vendor shall ensure that all program services, including evidence-based program curricula, are provided in accordance with Rule 65D-30, F.A.C. and any applicable Department procedures, guidelines, rules, or manuals. All of the activities listed in this section shall coincide with the paid employment scheduling, which is between 8:00 a.m. and 9:00 p.m., local time (Central or Eastern – depending on location of the CRC), six (6) days per week, Monday through Saturday. The substance abuse program services shall consist of the following:

2.10.1.1 Aftercare Treatment Services

The Vendor shall provide aftercare substance abuse services to any inmate who arrives at the CRC having successfully completed an In-Prison Intensive Outpatient or Residential Program during their current incarceration prior to placement in the CRC, and demonstrates a clinical need for such services. Aftercare treatment services shall include one (1) 60 to 90-minute process group, one (1) time per week, depending on individual clinical need, until the inmate leaves the facility, and one (1) 45-minute individual counseling session, one (1) time per month, until the inmate leaves the facility. Additional individual/group counseling sessions may be scheduled, if clinically warranted.

2.10.1.2 Dynamic Readiness Programming

The Vendor shall provide licensed prevention/readiness services to each inmate based on each inmate's individually assessed needs. Prevention services shall be evidence-based, address criminogenic needs, and may include, but are not limited to:

- a) Employment Skills (Job Readiness and Retention);
- b) Resume Writing/Interview Skills;
- c) Cognitive-behavioral Interventions;
- d) Mentoring;
- e) Budgeting;
- f) Anger Management;
- g) Parenting;
- h) Family Reunification;
- i) Life skills (Compass 100 or components thereof); and
- j) Victim Awareness.

2.10.2 Inmate Progress

The Vendor is required to administer the Texas Christian University Inmate Evaluation of Self and Treatment (CEST). The CEST scales provide a baseline for monitoring inmate performance and psychosocial changes during treatment, both at the inmate level and the overall program level. Besides motivation, psychological, and social functioning,

inmate self-ratings are also obtained on treatment needs, services received, treatment satisfaction, counseling rapport, treatment participation, peer support, and social support (family, friends, etc.), all representing indicators related to outcomes during and following treatment. Repeated assessments, over time, provide a basis for monitoring inmate change and case planning.

2.10.3 Re-entry/Transition Plan

All inmates shall participate in the development of a comprehensive Re-Entry/Transition Plan, with the Vendor, prior to their release from the CRC. The Vendor's staff must approve this Plan. A copy shall be placed in the inmate's classification file and the clinical file.

2.10.4 Program Service Modification Guidelines

Based on the mission and/or the needs of the inmate population and available funding, the Department reserves the right to require the Vendor to adjust the number of inmates served, adjust the type or length of service that is provided, and increase or decrease the number of staff positions required to provide the services requested under any resultant Contract. This may include, but is not limited to, the Vendor providing different program types or a combination of program types other than those originally contracted, or increasing or decreasing the number of hours the Vendor's staff may be required to work. Therefore, upon mutual agreement between the Department and the Vendor, the Vendor should be prepared, in advance, to make any necessary changes in program design or requirements, service provision, service locations, and/or staffing levels. The Department shall provide written notice to the Vendor, through a formal Contract amendment, 30 days in advance of any required changes that affect the Vendor's staffing levels and service locations, per Section 2.23.

2.11 Vendor Staffing

The Vendor shall provide the required staff outlined in this RFP, and maintain the required staffing levels for the duration of the resultant Contract. The Vendor shall submit a written staffing schedule and a written "back-up" staffing plan for filling staff absences and vacancies from work for each program location to the Department's Contract Manager, or designee. The Department's Contract Manager, or designee, must approve the staffing schedule and the back-up staffing plan prior to program start-up. Any changes to the approved staffing schedule or back-up staffing plan must be coordinated, approved in advance, and in writing by Department's Contract Manager, or designee. Failure to maintain the required Vendor staffing levels at all times during the course of the Contract shall be considered a breach thereof, which may result in Contract termination. Staff schedules shall include day, evening, and weekend hours, to accommodate the facility schedule, and the inmate work schedules.

When interviewing candidates for permanent employment to occupy vacant staff positions under the resultant Contract, the Vendor shall coordinate with the Department's Contract Manager, or designee, to ensure that a Department representative is given an opportunity to attend such interviews. The Department retains the right to reject placement of any Vendor's staff proposed for hire where such employment under the resultant Contract may adversely affect the Department.

2.11.1 Staffing Levels

The Vendor is required to have a ratio for services of one (1) counselor for every 50 inmates, as stated in Section 2.10. Currently, the approximate number of inmates with an identified substance abuse need at most CRC's exceed this ratio. However, the Vendor shall maintain the 1:50 ratio. Any remaining inmates, in need of services, will be added to

the Program as positions become available. The following table outlines the Program locations and staffing positions currently needed for immediate implementation.

County	CRC Location	Aftercare Counselors	Current Capacity
Bay	Panama City CRC	1	71
Escambia	Pensacola CRC	1	84
Leon	Tallahassee CRC	1	121
Orange	Orlando CRC (Female)	1	84
Osceola	Kissimmee CRC	1	156
Pinellas	Pinellas CRC (Female)	1	45
Pinellas	St. Petersburg CRC	1	150
St. Lucie	Ft. Pierce CRC	1	84
**Palm Beach	Atlantic CRC (Female)	2	45
	West Palm Beach CRC		150
Miami-Dade	Miami North CRC	2	186
Miami-Dade	Opa-Locka CRC	1	150
Miami-Dade	Hollywood CRC	2	156

The Vendor shall increase or decrease staffing, within the staffing levels, upon receipt of the written approval notice from the Department's Contract Manager, or designee, to maintain the appropriate inmate-to-counselor ratios.

** The Department will award one Contract for services at the Atlantic CRC and West Palm Beach CRC.

2.11.2 Staffing Qualification

The Vendor shall employ only qualified staff who possess the minimum qualifications outlined below for each position, inclusive of interim staff. The Department may grant an education/experience waiver, if a prospective candidate for employment possesses exceptional qualifications. In such cases, the Vendor shall submit a waiver request specifically documenting the exceptional qualifications in writing to the Department's Contract Manager, or designee, for review and approval. The waiver request shall include the prospective employee's resume and all documentation in support of the waiver request. The Department's Contract Manager, or designee, will provide a written response to each request within five (5) business days of receipt of a completed waiver request. The Vendor may submit waiver requests for counselor positions only. Requests for waivers will not be granted for Clinical Supervisor positions. Further, waiver requests will not be granted during the initial 180-day program start-up period.

2.11.2.1 Clinical Supervisor

The Vendor shall ensure that the Clinical Supervisor for this project meets the standards of a Qualified Professional, in accordance with Chapter 397 F.S. The Clinical Supervisor shall provide on-site clinical supervision to substance abuse and aftercare counselors, no less than four (4) hours per month, per counselor. Clinical supervision shall, at a minimum, include the following:

- a. One (1) individual, face-to-face interview for a one (1) hour duration with each counselor to discuss clinical problems, program issues, and training needs. This interview shall be documented and signed by the Counselor and the Clinical Supervisor, and shall be available for review upon the Department's request.
- b. One (1) hour observing group or individual counseling, conducted by each primary counselor. Documentation of the observation shall be signed and dated by the Counselor and Clinical Supervisor, and shall be available for review upon the Department's request.
- c. Review of clinical charts, which shall be signed, dated, and credentialed by the Clinical Supervisor, in accordance with Rule 65D-30, F.A.C. and Chapter 397, F.S., to ensure compliance. In addition, a minimum of five (5) charts or 10% of the Program's total charts, whichever is greater, must be reviewed monthly. The Clinical Supervisor shall document the results of this review and submit the results with the clinical supervision report. The Clinical Supervisor shall be responsible for the overall quality of each clinical file.

2.11.2.2 Aftercare Counselor Qualifications:

- a. A Bachelor's degree from an accredited college or university in any of the social sciences, and six (6) months of professional experience in chemical addiction counseling and/or mental health counseling; or
- b. A Bachelor's degree from an accredited college or university in any unrelated area of study, and one (1) year of professional experience in chemical addiction counseling and/or mental health counseling; or
- c. A Master's degree from an accredited college or university in any of the social sciences, and six (6) months of professional experience in chemical addiction counseling and/or mental health counseling; or
- d. A Master's degree from an accredited college or university in any unrelated area of study, and one (1) year of professional experience in chemical addiction counseling and/or mental health counseling; or
- e. A Doctorate degree from an accredited college or university in chemical addiction counseling and/or mental health counseling; or
- f. A Doctorate degree from an accredited college or university in any unrelated area of study and one (1) year of professional experience in chemical addiction counseling, and/or mental health counseling; or
- g. A current certification as a Certified Addictions Professional (CAP), Certified Criminal Justice Addictions Professional (CCJAP), Certified

Associate Addictions Professional (CAAP), Certified Criminal Justice Associate Addictions Professional (CCJAAP); or

- h. An Associate's degree from an accredited college or university, and four (4) years of professional experience in chemical addiction counseling and/or mental health counseling; or
- i. A High school diploma/GED, and six (6) years of professional experience in chemical addiction counseling and/or mental health counseling.

2.12 Vendor Staff Requirements

2.12.1 General Staffing Requirements

The Vendor shall have direct oversight, be responsible for, and monitor the performance of, all staff providing outpatient substance abuse treatment services in support of any resultant Contract.

The Vendor shall maintain a written job description for all staff providing services under any resultant Contract. In addition, the Vendor shall maintain on file a current application, and/or resume of all staff providing services under any resultant Contract, and shall provide a copy to the Department's Contract Manager, or designee, upon request.

The Vendor's staff shall be helpful, congenial and professional with Department staff, and other vendors working with the Department.

2.12.2 Staff Absences, Interim Positions, and Vacancies

The Vendor shall ensure that all required Vendor staff positions are filled for the entire scheduled 40 hour weekly work period, and that individuals are physically present at the work site. All positions are full-time unless otherwise specified, inclusive of interim positions. Any absences from the program location (i.e., vacation days, scheduled sick leave, and administrative leave, such as jury duty, or military service) must be coordinated and approved, in advance, with the Department's Contract Manager, or designee. The Vendor shall immediately (the same business day, and in no case later than the next business day) notify the Department's Contract Manager, or designee, in writing of all unplanned staffing absences, emergencies, vacancies, terminations, resignations, or investigations resulting in administrative leave, or other changes.

2.12.2.1 Absences

- a. A counselor or approved interim counselor shall be on-site 40 hours per week, excluding State holidays.
- b. Under most circumstances, temporary/interim staff may not occupy positions for longer than 30 consecutive calendar days. However, the Vendor may request that a qualified interim staff member be permitted to occupy a position for up to 180 consecutive calendar days in cases where permanent staff will be absent for an extended time period (i.e., sickness, maternity, paternity, family, military, etc.). The Vendor shall submit such requests in writing, with supporting documentation, to the Department's Contract Manager, or designee, for written approval. If approved, such position will not be considered vacant.

- c. Any position with a permanent employee who is absent for a consecutive period of more than 80 hours shall be deemed a vacant position, unless an extended period of absence has been previously approved in writing by the Department's Contract Manager, or designee. The Vendor shall still be required to fill this position with a qualified full-time interim counselor.
- d. A scheduled absence from a program location for purposes of non-Department sponsored meetings and trainings shall be requested and approved in advance by the Department's Contract Manager, or designee.

2.12.2.2 Staff Vacancies

- a. In addition to the above, a position is considered vacant if:
 - 1. The position has never been filled;
 - 2. A staff member occupying the position resigns;
 - 3. A staff member occupying the position is terminated;
 - 4. A staff member abandons a position; or
 - 5. The position has been filled by an interim counselor for more than 30 consecutive calendar days, without written approval of the Department's Contract Manager, or designee.
- b. The Vendor shall pro-rate the salary related to any vacant position not filled with a qualified interim staff member, and continue to pro-rate until filled with a qualified interim/permanent staff member.

Vacant positions resulting from resignation, termination, or abandonment that are still vacant after 60 consecutive calendar days beginning the day after the position was vacated, may place the Vendor in breach of any resultant Contract.

2.12.3 Conduct and Safety Requirements

The Vendor shall ensure that all staff adhere to and are provided a copy of the standards of conduct and safety requirements listed below. A documented receipt of such notification shall be maintained in the staff person's personnel file. The Department reserves the right to disqualify, prevent, or remove any staff from any work under the Contract resulting from this RFP. The Department is under no obligation to inform the Vendor of the criteria for disqualification or removal.

2.12.3.1 The Vendor's staff shall not display favoritism to, or preferential treatment of, one (1) program participant or group of program participants over another.

2.12.3.2 The Vendor's staff shall not interact with any inmate except in a relationship that supports services under the resulting Contract. Specifically, the Vendor's staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Vendor shall report to the Department's Contract Manager, or designee, any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmate's, their family or close associates.

- 2.12.3.3** The Vendor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- 2.12.3.4** Unless approved in writing by the Department's Contract Manager, or designee, the Vendor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the resulting Contract.
- 2.12.3.5** The Vendor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Vendor or the State. In providing services pursuant to the resulting Contract, the Vendor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- 2.12.3.6** Any violation or attempted violation of the restrictions referred to in this Section regarding employee conduct shall be reported by phone and in writing to the Department's Contract Manager, or designee, including proposed action to be taken by the Vendor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Vendor to appropriate action, up to and including termination of any resultant Contract.
- 2.12.3.7** The Vendor shall report any incident described above, or requiring investigation by the Vendor, in writing, to the Department's Contract Manager, or designee, within 24 hours, of the Vendor's knowledge of the incident.

2.12.4 Tuberculosis (TB) Screening/Testing

The Vendor shall ensure its staff (including subcontractor staff), performing services under any resultant Contract, are screened and/or tested for tuberculosis (TB) prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, Employee Tuberculosis Screening and Control Program. The Vendor shall provide the Department's Contract Manager, or designee, with proof of the testing prior to the start of service delivery, for all staff members, and annually thereafter. The Vendor shall maintain copies in its personnel file for review, upon request. The Vendor shall be responsible for obtaining the TB testing and screening/testing and shall bear all costs associated with the TB screening/testing.

2.12.5 Staff Background/Criminal Records Checks

The Vendor's staff assigned to the resulting Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the resulting contract. The use of criminal history records and information derived from such records are restricted, pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings, or criteria for disqualification, or removal with the Vendor. The Department shall not confirm to the Vendor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Vendor shall provide, the following data for any individual of the Vendor or subcontractor's staff providing services under the resulting Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue. The Vendor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of

Investigation (FBI). The Vendor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

The Vendor shall ensure that the Department's Contract Manager, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being assigned to work under the resulting Contract. The Vendor shall not offer employment to any individual, or assign any individual to work under the resulting Contract, who has not had an FCIC/NCIC background check conducted.

No person who has been barred from any Department institution or other Department facility shall provide services under the Contract resulting from this RFP, without prior written approval from the Department's Contract Manager, or designee.

Inmates shall be precluded from any supervision or placement at a program where pre-existing or continuous close personal relationships exist between the inmate and any staff of the Vendor. It is the responsibility of the Vendor to advise the Department's Contract Manager or designee, of any known pre-existing close personal relationships between staff and participants. Rule 33-208.002, F.A.C., shall apply to the Program, which stipulates that marriage between an employee and a participant is prohibited.

The Vendor shall not employ or enter into any subcontract with any individual at any Program location under the Contract resulting from this RFP who is under supervision or jurisdiction of any parole, probation, or correctional authority to provide direct treatment services, or provide supervision of any other inmates. Persons under any such supervision may work for other elements of the Vendor that are independent of the Vendor's services under the resulting Contract. The objective of this provision is to prevent any employee under any such legal constraint from having any contact with, or access to any records of the Department's inmates participating in the Program.

- a. The Vendor shall disclose any business or personal relationship a staff person, officer, agent, or potential hire may have with anyone presently incarcerated, or under the supervision of the Department.
- b. The Vendor shall immediately report any new arrest, criminal charges, or convictions of a current employee under the Contract resulting from this RFP.
- c. A felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony, or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony, or first-degree misdemeanor crime, does not automatically bar the Vendor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Vendor shall require that all proposed employees provide to them the details of any criminal background information. The Vendor shall make a full written report to the Department's Contract Manager or designee within three (3) calendar days whenever an employee has a criminal charge filed against them, an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less), or when the Vendor or any of their staff has knowledge of any violation of the laws, rules, directives, or procedures of the Department.
- d. The Vendor shall comply with the Department Procedure 208.013, Outside Employment, when hiring both current and former Department employees. This procedure can be provided, upon request.

2.13 Staff Training

The Vendor and all its staff, as designated by the Department each year, shall attend and participate in a maximum of two (2) meetings per year for the purposes of training, technical assistance, performance review, or to address problems encountered. The Vendor shall be responsible for payment of the Vendor's staff's salaries, benefits, and other expenses while attending any Department-required training.

If directed by the Department, and at no cost to the Department, the Vendor shall provide to their staff a minimum of four (4) hours of training relevant to services to be provided under any resultant Contract. In addition, all staff shall be certified in Cardiopulmonary Resuscitation (CPR), PREA, and First-Aid, within three (3) months of being employed by the Vendor. Copies of such certification shall be maintained at the Vendor's CRC facility. The Vendor shall receive approval of the curriculum and time allocations in writing from the Department's Contract Manager, or designee, prior to delivery of training.

2.14 Project Documentation

2.14.1 Vendor Personnel Records

In accordance with Section 4.20 (Public Records) of this solicitation, the Vendor shall maintain personnel records for at least five (5) years from the date of termination of employment at the CRC, or other location, identified by the Vendor. Copies of all records and documents shall be made available for the Department upon request, no more than 48 hours after request, if stored at a different site location. In no event may records be kept outside the State of Florida. The personnel file must contain all documentation required by Rule 65D-30.004 (4) F.A.C., Personnel Policies, Personnel Records, documentation of Department approval for the employee to provide services under any resultant Contract, proof that the Level II Background Screening was completed, copies of the required TB testing, and the required CPR/First Aid training.

2.14.2 Clinical Charts

The Vendor shall maintain an individual clinical chart on each inmate participating in the Aftercare Program, in accordance with Section 2.20. The chart shall be maintained in accordance with Rule 65D-30, F.A.C., requirements, and Department policies. All clinical charts must be legible.

2.14.3 Program Curricula

The Vendor shall maintain records of all curricula provided at the CRC, in accordance with Section 2.20. Program curricula shall be made available to the Department, upon request.

2.15 General Reporting Requirements

2.15.1 Incident Reports

The Vendor shall report all incident to the Warden, or designee of the Parent institution, and the Department's Contract Manager, or designee, for final review within (24) hours of occurrence, or of the Vendor's knowledge of the incident, whichever occurs first. Reportable incidents include, but are not limited to, the following:

- a. Incidents involving any use of force by a member of the Vendor's staff upon an inmate;

- b. Significant staff disciplinary incidents, as defined by Department Procedure 602.008;
- c. Staff employment terminations;
- d. Any and all new staff arrest, regardless of offense;
- e. Physical or verbal threats;
- f. Assault by an inmate upon another inmate, Vendor's staff, citizens, employers, or others;
- g. Destruction of property;
- h. Inmate medical emergencies; and
- i. Incidents involving citizens, employers, inmate families, and others.

The Vendor shall maintain all incident reports (Form DC6-210) at the CRC. The information collected shall include, but not be limited to, the name of the inmate, visitor or staff involved in the incident, Department Identification Number (DC#) of the inmate, nature and details of the incident, name of staff reporting the incident and disposition, if available. The Vendor's Incident Reports shall be filed, by month, in chronological order.

2.15.2 Staffing Report

The Vendor shall submit to the Department's Contract Manager, or designee, on a monthly basis, a staffing, and back-up staffing, report in a Department-approved format. The report shall include, but is not limited to, all staff and back-up staff member names, positions, new hires, transfers, terminations, vacant positions, and dates of vacancies.

2.15.3 Miscellaneous Reports

The Vendor shall maintain and file with the Department such progress, fiscal, and inventory, and other reports as the Department may require within the period of the resultant Contract.

2.16 Deliverables

The following services or service tasks are identified as deliverables for the purposes of the resulting Contract:

2.16.1 Program services, provided to each inmate, as stated in Section 2.10, Services to be Provided; and

2.16.2 Reports, as required in Section 2.15, General Reporting Requirements.

2.17 Performance Measures and Financial Consequences

The Department desires to contract with a Vendor who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under any resultant Contract. Therefore, the Department has developed the following Performance Measures which shall be used to measure the awarded Vendor's performance and delivery of services.

Listed below are the key Performance Outcomes, Measures, and Standards deemed most crucial to the success of the overall desired service delivery. The Vendor shall ensure that the stated performance outcomes and standards (level of achievement) are met.

2.17.1 Performance Measure #1 – Reduction in Substance Use

- Expectation:** 95% of inmates must remain drug-free while enrolled in aftercare programming.
- Measure Duration:** Quarterly. The quarterly time frames are July 1st through September 30th, October 1st through December 31st, January 1st through March 31st, and April 1st through June 30th.
- Financial Consequences:** If the Vendor fails to meet this Performance Measure, the Department will impose financial consequences in the amount of \$1,500.00, per quarter, in the month following the end of the quarter, for performance below 95%. These months are October, January, April, and July.

2.17.2 Performance Measure #2 – Successful Discharges

- Expectation:** 75% of all inmates admitted to dynamic readiness programming shall be successfully discharged, as defined in Section 2.7.5.
- Measure Duration:** Quarterly. The quarterly time frames are July 1st through September 30th, October 1st through December 31st, January 1st through March 31st, and April 1st through June 30th.
- Financial Consequences:** If the Vendor fails to meet this Performance Measure, the Department will impose financial consequences in the amount of \$1,500.00, per quarter, in the month following the end of the quarter for performance below 75%. These months are October, January, April, and July.

2.17.3 Performance Measure #3 – Position Vacancies

- Expectation:** The Vendor shall have each position filled with a permanent or interim staff person for a total of 2,008 hours per year. The Vendor shall be in compliance 90% of the required timeframe.
- Measure Duration:** Quarterly. The quarterly time frames are July 1st through September 30th, October 1st through December 31st, January 1st through March 31st, and April 1st through June 30th.
- Financial Consequences:** If the Vendor fails to meet this Performance Measure, for more than 30 continuous calendar days, the Department will impose financial consequences in the amount of \$30.00 per hour, on the day following the end of the quarter, and for each day thereafter, until the vacancy is filled, for performance below 90%.

The performance expectation must be met for each measure for the duration/frequency specified. The Vendor shall advise the Department, in writing, of any extenuating or mitigating circumstances that will prohibit them from meeting the above-outlined performance measure standards.

By responding to this RFP, the Vendor expressly agrees to the imposition of financial consequences, in addition to all other remedies available to the Department by law.

The Department's Contract Manager, or designee, will provide written notice to the Vendor's Representative of all financial consequences assessed, accompanied by detail sufficient for justification assessment. Within 10 days of receipt of a written notice of demand for financial consequences due, the Vendor shall forward payment to the Department. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier's check or money order. As an alternative, the Vendor may issue a credit, for the amount of the financial consequences. Documentation of the amount of consequences imposed shall be included with the invoice.

By execution of any resultant Contract, the awarded Vendor hereby acknowledges and agrees that its performance under the resultant Contract shall meet the standards set forth above. Any failure by the awarded Vendor to achieve the Performance Measures identified above will result in assessment of financial consequences. Any such assessment and/or subsequent payment thereof shall not affect the Vendor's obligation to provide services as required by this RFP.

2.18 Monitoring Methodologies

The Department's Contract Manager, or designee, will monitor the Vendor's service delivery to determine if the Vendor has achieved the required level of performance for each Performance Measure identified in Section 2.17 of this RFP.

If the Department determines that the Vendor has failed a Performance Measure, the Vendor will be contacted by the Department's Contract Manager, or designee, to address the non-compliant service delivery. The Vendor shall correct all identified non-compliant service delivery related to failure to meet the Performance Measures within 30 days of notice.

The Department may utilize any or all of the following monitoring methodologies in monitoring the Vendor's performance under the resultant Contract, and in determining compliance with Contract terms and conditions:

- a. Site visits (announced and/or unannounced);
- b. Review of clinical charts to ensure delivery of required services;
- c. Desk reviews of records related to service delivery (shall include any documents and databases pertaining to the Contract and may be based on all documents and data, or a sampling of same whether random or statistical);
- d. Interviews and/or surveys with Vendor and/or Department staff and inmates;
- e. Review of grievances filed by offender/residents regarding Vendor's service delivery; and
- f. Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies, as applicable (e.g., American Correctional Association, etc.).

A Contract Monitoring tool will be developed by the Department's Bureau of Contract Management and Monitoring, and by the Bureau of Readiness and Community Transition, in accordance with the requirements in the resulting Contract. The monitoring tool will be utilized to review Vendor performance.

To further assist in the Contract monitoring process, the Department has established a Vendor's Self-Certification of Compliance form, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Vendor's Self-Certification of Compliance form will be retained in the Department's Contract Manager's file, and the official Contract file. The Vendor shall complete the Vendor's Self-Certification of Compliance form within 30 days of execution of the resulting Contract, and forward the original to the Department's Contract Manager. All documents referenced

in the Vendor's Self-Certification of Compliance form shall be maintained by the Vendor and copies shall be provided to the Department upon request, within three business days.

2.18.1 Program Start-up Orientation and Subsequent Monitoring

The Department's Contract Manager, or designee, will conduct a site visit during the first 30 days of program start-up. The Department's Contract Manager, or designee, will observe and assess the awarded Vendor's understanding of the tasks required for the overall successful functioning of the Program. This program location visit will include confirmation that technical instructions have been provided to new staff, and a face-to-face meeting with the lead contract supervisor(s) and staff to ensure that Contract requirements, monthly reporting, invoicing, program data management are clearly understood and properly implemented. This will be followed up by an in-depth comprehensive program monitoring evaluation of the Program at least once during every contract year.

2.19 HIPAA Business Associate Agreement

The Vendor will be required to execute a HIPAA Business Associate Agreement, included as Attachment II, and comply with all provisions of state and federal law regarding confidentiality of patient information.

2.20 Records and Documentation

To the extent that information is utilized in the performance of the resulting Contract, or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section [119.011\(12\)](#), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Vendor agrees to:

- a.** Keep and maintain public records required by the Department in order to perform the service;
- b.** Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;
- c.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the Department, and;
- d.** Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP shall be retained by the Vendor for a period of five years after the termination

of the resulting Contract or longer as may be required by any renewal or extension of the Contract. Pursuant to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and Section [119.07](#)(1), F.S.

The Vendor further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the Department against the same at its expense.

2.21 Audit Records

The Vendor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures (GAAP) and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the resulting Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General, and to ensure that all related party transactions are disclosed to the auditor.

The Vendor agrees to include all record-keeping requirements in all subcontracts and assignments related to the resulting Contract.

The Vendor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements, as specified in this RFP.

2.22 Financial Specifications

a. Funding Source

This project is funded by General Revenue, and is contingent upon annual appropriation by the Legislature.

b. Invoicing and Payment of Invoice

The Contract(s) resulting from this RFP will be at a fixed-rate. The Department will compensate the Vendor for services, as specified in Attachment I, Cost Proposal Sheet. All charges must be billed in arrears in accordance with Section 215.422, F.S.

The awarded Vendor agrees to request compensation on a monthly basis through submission of a properly completed invoice within 30 days following the end of the month for which payment is being requested. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices must be accompanied by the required monthly program reports as outlined in Section 2.15, General Reporting Requirements, shall be submitted to the Department's Contract Manager, or designee, and shall include all required information.

The Vendor's invoice shall include the Vendor's name, Contract number, invoice number, federal employer identification number (FEIN), unit rates in accordance with the Price Information Sheet, and dates of service.

2.23 Modification after Contract Execution

During the term of the Contract, the Department may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation.

The Vendor may request an equitable adjustment in the price(s) or delivery date(s), if the change affects the cost or time of performance. Such equitable adjustments require the express written approval of the Department.

The Department shall provide written notice to the Vendor 30 business days in advance of any Department-required changes to the technical specifications, and/or scope of service, which affect the Vendor's ability to provide the service as specified herein. Any changes, other than purely administrative changes, will require a written change order or formal Contract amendment.

Unless otherwise states in the resulting Contract, modifications shall be valid only through execution of a formal Contract amendment.

SECTION 3.0 PROCUREMENT RULES AND INFORMATION

3.1 Instructions to Respondents (PUR1001)

The General Instructions to Respondents are outlined in form PUR 1001 which is a downloadable document incorporated in this RFP by reference. Any terms and conditions set forth within this RFP document shall supersede any and all conflicting terms and conditions set forth within form PUR 1001. There is no need to return this document with the response. The PUR1001 is available at <http://dms.myflorida.com/content/download/2934/11780>.

3.2 Vendor Inquiries

Questions related to this RFP must be received, in writing via email, by the Procurement Officer listed below, within the time indicated in the Timeline. Oral inquiries, or those submitted after the period specified in the Timeline, will not be acknowledged.

Responses to questions will be posted on the Vendor Bid System (VBS), on or about the date referenced in the Timeline. The VBS is located at http://vbs.dms.state.fl.us/vbs/main_menu.

Procurement Officer Contact Information

Pamela McLean, Procurement Officer
Bureau of Procurement
Florida Department of Corrections
Email: purchasing@fdc.myflorida.com

Between the release of the solicitation, and the end of the seventy-two (72) hour period following posting of notice of intention to award (the seventy-two (72) hour period excludes Saturdays, Sundays, and State holidays), Vendors responding to this solicitation, or persons acting on their behalf, may not contact any employee, or officer, of the executive, or legislative branches of government, concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response, Section 287.057(23), F. S.

Any person requiring special accommodation in responding to this solicitation, because of a disability, should call the Bureau of Procurement, at (850) 717-3700, at least five days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech

impaired, please contact the Bureau of Procurement by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Interested parties are encouraged to carefully review all the materials contained herein and prepare Proposals accordingly.

3.3 Cost of Bid Preparation

Neither the Department, nor the State of Florida, is liable for any costs incurred by a Vendor in response to this RFP.

3.4 Identical Tie Proposals

When evaluating Vendor responses to this RFP, where there is identical pricing or scoring from multiple Vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011, F.A.C.

3.5 Instructions for Proposal Submittal

Each Proposal response shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the review of the proposals, it is essential that Vendors follow the format and instructions.

- Proposals may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline;
- Electronic submission of Proposals will not be accepted;
- Proposals must be delivered on or before the Opening Date and Time, as stipulated in the Timeline. The Department's clocks will provide the official time for Proposal receipt and opening;
- All Proposals must be submitted in a sealed envelope/package with the relevant solicitation number and the date and time of the proposal opening shall be clearly marked on the outside of the envelope/package;
- Late Proposals will not be accepted;
- The completed Cost Proposal Sheet must be sealed in a separate envelope, but may be included in the package with the Proposal. A Vendor may submit a Proposal, for one or more locations, for any of the CRC's; However, if submitting a Proposal for multiple locations, a separate Cost Proposal Sheet must be submitted for each location with the Vendor's Proposal. The Department intends to enter into multiple Contracts, by CRC location, based upon funding, availability, and the Department's determination of service needs. The Department does not guarantee a minimum number of referrals under any resultant Contract; and
- Vendors shall submit one (1) signed original Technical Proposal, five (5) hard copies, and six (6) electronic copies, in a searchable PDF format on CD or DVDs. The electronic copies should contain the entire Proposal, as submitted, including all supporting and signed documents. If the Vendor submits a redacted copy of the Proposal, as outlined in Section 3.22, the Vendor must submit one (1) redacted hard copy and one (1) electronic copy of their redacted Proposal in a searchable PDF and six (6) electronic copies, in a searchable PDF format on CD or DVDs. The electronic copies should contain the entire Proposal, as submitted, including all supporting and signed documents. If the Vendor submits a redacted copy of the Proposal, as outlined in Section 3.22, the Vendor must submit one (1) redacted hard copy and one (1) electronic copy of their redacted Proposal in a searchable PDF format, on CD or DVD. The submitted CD/DVDs should not be "password protected."

3.6 Project Proposal Format and Contents

This section prescribes the format in which the Proposals are to be submitted. There is no intent to limit the content of the Proposal. Additional information deemed appropriate by the Vendor may be included, but should be placed within the relevant section. **Additional tabs beyond those designated in this section will not be evaluated.** The following paragraphs contain instructions that describe the required format for Proposals.

Proposals should be limited to a page size of eight and one-half by eleven inches (8.5" x 11"). Fold out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire Proposal. All pages should be sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

All Proposals should contain the sections outlined below. Those sections are called "Tabs." A "Tab," as used here, is a section separator, offset and labeled, such that the Evaluation Team can easily turn to "Tabbed" sections during the evaluation process.

3.6.1 Mandatory Responsive Requirements

The following terms, conditions, or requirements must be met by the Vendor to be considered responsive to this RFP. **These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause the Proposal to be deemed non-responsive.** Copies of non-responsive Proposals will be retained in the RFP file.

3.6.1.1 It is mandatory that the Proposal is received by the Department by the date and time specified in the Timeline.

3.6.1.2 It is mandatory that the Vendor sign, have certified by a notary public, and return the "Certification Attestation Page" (Attachment III), and insert it under **Tab A** of the Proposal.

3.6.1.3 It is mandatory that the Vendor complete the Vendor's Contact Information (Attachment VIII), and insert it under **Tab A** of the Proposal.

3.6.2 Tab A – Executive Summary

The Proposal must include an Executive Summary (narrative) synopsis of the Vendor's method of delivering the required services, in compliance with the minimum requirements and scope of services outlined in the RFP. The synopsis should contain sufficient detail addressing all elements of the required service delivery and should be prepared in such a manner that will clearly indicate the Vendors understanding of, and intent to comply with, the requirements set forth in the RFP. The Transmittal Letter with Executive Summary shall be signed by a representative of the Vendor authorized to bind the corporate entity submitting the Proposal and shall be inserted under **Tab A** of the Proposal. The Transmittal Letter with Executive Summary shall also contain information addressing each of the following requirements:

3.6.2.1 Information indicating the specific location(s) being proposed.

3.6.2.2 If the Vendor will use subcontractors to provide any of the services, the Vendor shall provide detailed information for all subcontractors it plans on contracting with to provide any of the services under the resulting Contract. This information shall be provided in accordance with Section 4.3 of this RFP. This information shall, at a minimum, include the following: name, contact information, the

service(s) subcontractor will be providing under the resulting Contract, the number of years subcontractor has provided services, projects of similar size and scope to the services sought via this RFP the subcontractor has provided, and all instances of contractual default or debarment (as a prime Vendor) the subcontractor has had in the past three (3) years.

- 3.6.2.3** Proof that the Vendor is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. This information may be obtained from the State of Florida's Secretary of State's Office.
- 3.6.2.4** Proof that the Vendor is licensed to provide Substance Abuse Treatment Services and Aftercare Services, in accordance with Rule 65D-30, F.A.C., as evidenced by submission of required license, or, for the purposes of this RFP, the Department will accept a copy of application for licensure with the Florida Department of Children and Families or the Vendor's plan to acquire the licensure, with a written understanding and commitment of the Vendor that the required license will be obtained in the required timeframe. The Vendor shall be responsible for all costs associated with licenses required for the program.
- 3.6.2.5** A statement disclosing the name of any officer, director, employee, or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Vendor is also an employee of the State or no State employee owns a five percent (5%) interest in the Vendor or its' affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.
- 3.6.2.6** A statement from any proposed subcontractor acknowledging acceptance of, and intent to be bound by, the Contract terms to be included in the Department's Contract should the Vendor be awarded any resultant Contract. The statement shall bear an original signature from a person authorized to legally bind the subcontractor. The proposed subcontractor shall also be licensed in the State of Florida.
- 3.6.2.7** A statement certifying that the Vendor has no interest, and shall not acquire any interest which will conflict with their performance of the services required under this RFP.
- 3.6.2.8** The Vendor shall also identify all entities of, or related to, the Vendor (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Vendor), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Vendor shall identify the amount of any payments made as part of any settlement agreement, consent order, or conviction. If there have been none, a statement should be provided to this effect.

3.6.3 Tab B - Business/Corporate Experience and Qualifications

3.6.3.1 Narrative/Record of Past Experience

The Vendor shall have a minimum of three (3) years of business/corporate experience within the last five (5) years in the provision of licensed aftercare treatment for substance use disorders and dynamic readiness programming, within a justice system-involved population. Details of the Vendor's experience should be provided in narrative form, in sufficient detail so that the Department is able to evaluate its complexity and relevance. This information should be included under **Tab B** and specifically include:

- a. A description of Vendor's corporate purpose, and approach as it pertains to CRC programs in a criminal justice re-entry setting.
- b. The Vendor's business plan, and administrative structure. The Vendor's organizational structure shall be described with clear lines of authority depicted.
- c. No less than three (3) and no more than five (5) current and/or past (within the last five (5) years) Contracts for the provision of services similar to those identified in this RFP that fully demonstrate that the Vendor has the experience and ability to completely and timely perform all services contemplated by this RFP. Provide the name and current telephone number, email address, and mailing address, for the specified Contract Manager for each identified Contract.
- d. A copy of the most recent contract management reviews, evaluations, audits, or similar documents for those Contracts identified under "c" above.
- e. A summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience (i.e., specialized accreditations, grant awards, etc.).
- f. If the Vendor intends to use subcontractors, provide identification of all subcontractors performing any service delivery, and include a statement indicating the percentage of work to be completed by the Vendor, and each subcontractor, as measured by percentage of the total Contract.
- g. Descriptions of community networks, partnerships, or resources that will be used in meeting the needs of the referred population and availability of resources (other than financial) to work on this project.
- h. A list of all Contracts within the last five (5) years that the Vendor or subcontractor(s), if utilized, were:
 1. Terminated prior to their original expiration date and the rationale for the termination; and/or
 2. Involved in a loss of funds and the reason for the loss (i.e., delays, financial consequences, loss of performance bonds), and the amount for each.

If none of the above conditions have occurred, the Vendor should provide a statement to that effect.

- i. A summary of any ongoing litigation with an indication as to whether a negative outcome would have potential material impact on the Vendor. If none, then the Vendor should provide a statement to that effect.

3.6.3.2 Business/Corporate Background

The following corporate details for the Vendor and each subcontractor, if applicable, shall be provided:

- a. Date established;
- b. Ownership (public company, partnership, subsidiary, etc.);
- c. The primary type of business and the number of years conducting primary business;
- d. Total number of employees, and;
- e. National accreditations, memberships in professional associations, or other similar credentials.

3.6.3.3 Business/Corporate References

The Vendor shall furnish references with their Proposal, utilizing Attachment IV, Business/Corporate Reference Form, of this RFP. In order to qualify as current experience, services described by corporate reference shall be ongoing or shall have been completed within the 36 months preceding the issue date of this RFP.

The Department reserves the right to use all information provided in determining Vendor's qualifications and whether the Vendor is responsible, as well as any other information the Department may obtain through any means that bears the issue of responsibility.

3.6.4 Tab C - Project Staff

The purpose of this section is to provide the Department with a basis for determining the Vendor's understanding of the qualifications of personnel required for administrative oversight and/or management of any resultant Contract. The Vendor shall supply information related to project staff and insert it under **Tab C** of the Proposal. The information should include the following descriptions.

3.6.4.1 Key Management Personnel and Qualifications

The Vendor shall provide resumes or curriculum vitae and qualifications of the following individuals to be assigned to the resultant Contract. Such information should demonstrate the required experience and licenses or credentials, as applicable:

- a. **Chief Executive Officer (or equivalent title):** The Chief Executive Officer is the highest-ranking officer in the Vendor's company or organization. The CEO shall have a minimum of two (2) years' experience, within the last five (5) years, as CEO in the provision of comprehensive re-entry services to the criminal justice population.
- b. **Project Manager (or equivalent title):** The Project Manager is the individual who will have corporate responsibility for administration of the resultant Contract. This individual shall have a minimum of two (2) years' experience, within the last five (5) years, at the management level, providing direct administrative oversight.

3.6.4.2 General Project Staff Requirements

3.6.4.2.1 Job Descriptions

The Vendor shall provide a job description for each type of staff position identified below. Job descriptions should include minimum education and experience required, salary range, specific job duties, and maximum caseload of the identified positions.

- a. Aftercare Counselors/Facilitators
- b. Substance Abuse Clinical Supervisor/Qualified Professional
- c. Any other position(s) providing services under this RFP

3.6.4.2.2 Staffing Plan and Schedule

The Vendor shall provide the following:

- a. A list of all position titles in the organization that will provide any administrative oversight, support, or direct services under any resultant Contract. This position title list should reflect the number of staff with that title, who will be providing those services, and specify whether it is an on-site position or an administrative oversight position;
- b. A detailed monthly master program schedule which reflects all programmatic activities that are scheduled to occur each day of the week, seven (7) days a week. This schedule should reflect the time the activities are scheduled to occur;
- c. A detailed written “back-up” plan for filling staff absences and vacancies;
- d. Prior history of staff retention and what incentives and benefits are provided to retain staff; and
- e. Written plan to recruit, hire, and train staff for this project, which reflects an understanding of the Department’s role in approving an individual for work under any resultant Contract.

3.6.5 Tab D – Technical Proposal/Service Delivery Approach

The Vendor shall provide a narrative Service Delivery Approach identifying how the Vendor will meet the Scope of Services of this RFP. The response must fully describe the Vendor’s methodology for meeting the Department’s requirements for service delivery, outlined in Section 2, specifically addressing each component of providing licensed outpatient substance abuse treatment, aftercare services, and prevention/readiness programming at a Department-Operated CRC. The Technical Response shall be prepared in such a manner that it will be understandable to individuals on a programmatic and management level. The Vendor should insert the required information for this section under **Tab D** of the response.

Vendors should be thorough and detailed in their response. Vendors are encouraged to include any additional relevant information that would assist in evaluating the overall strength of the program. If offering any value-added services, the Vendor should provide

a detailed description of the value-added services the Vendor is offering the Department. Value-added services shall be provided at no cost to the Department, and are in addition to those services that meet the minimum service requirements and specifications of this RFP.

3.6.6 Tab E – Cost Proposal Sheet

The Cost Proposal Sheet, Attachment I, shall be submitted with the most favorable terms the Vendor can offer. The Department may reject any and all Proposals that are conditional, incomplete or which contain irregularities, as these will be deemed a counteroffer.

By submitting an offer under this RFP, each Vendor warrants its agreement to the prices submitted. Any qualifications, counter offers, deviations, or challenges may render the entire Proposal non-responsive.

The Cost Proposal Sheet, Attachment I, shall identify the name of the Vendor, and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Vendor to the prices submitted. The Cost Proposal Sheet, Attachment I, shall be sealed separately, but should be able to be easily inserted into **TAB E**, upon opening of the Cost Reply.

All calculations will be verified for accuracy by the Department's Bureau of Procurement staff. In the event a mathematical error is identified, unit prices submitted by the Vendor will prevail.

3.7 Response Opening

Proposals are due, and will be publicly opened, at the time, date and location specified in the Timeline. Responses received late (after opening date and time) will not be accepted or considered and no modification by the Vendor of the submittal will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a Proposal not properly sealed, addressed or identified. The name of all Vendors submitting Proposals will be made available to interested parties, after the Proposal opening, upon written request to the Procurement Officer.

3.8 Evaluation Criteria

In order to assist the Vendor in the development of their Proposal and to facilitate Proposal review and evaluation by the Department, the Vendor shall provide the page number(s) (in column 2) for the requested information located in the Attachment VI, Evaluation Criteria, which shall cross reference the contents of Vendor's offer, and will be used by the Department for the review and evaluation of Proposals. **The Vendor shall indicate at the top of each sheet the Vendor's name.** Vendor shall leave remaining fields blank for completion by evaluators.

3.8.1 Evaluation of Proposals

Following the opening, the Department will conduct a review of Mandatory Requirements/Fatal Criteria as a pass or fail. If the Proposal passes, the Proposal will then be evaluated and scored, based on the established criteria defined in Attachment VI, Evaluation Criteria sheets will be used by the Evaluation Team to designate the point value assigned to each Proposal for Category I- Business/Corporate Experience and Qualifications, Category II - Project Staff, and Category III - Service Delivery Approach. Each Evaluator's score for each category will be combined and averaged to determine

the point value. Each Vendor's point value for each category will then be combined, and added to the cost point value averaged determine final scores.

The evaluation will involve the point scoring of each criterion in each category. The following shows the maximum number of points that may be awarded for each category:

Category I – Business/Corporate Experience and Qualifications – Tab B	85	points
Category II – Project Staff – Tab C	215	points
Category III – Technical Proposal/Service Delivery Approach – Tab D	400	points
Cost Points – Tab E	300	points
TOTAL POSSIBLE POINTS	1,000	points

3.8.1.1 Evaluators will independently score each criterion within a category.

Attachment VI, Evaluation Criteria, includes the questions that have been developed for each category. A score will be assigned by the Department's Evaluators for each question as follows:

- Poor:** Not included in the proposal or below minimum requirements; demonstrates insufficient understanding of the project, demonstrates poor programmatic capability, and is not clearly presented.
- Adequate:** Meets minimum requirements; demonstrates general understanding of the project, acceptable programmatic capability.
- Good:** Above minimum requirements; Vendor(s) has a good approach with above-average understanding of the project, and above average programmatic capability.
- Exceptional:** Exceeds minimum requirements; demonstrates superior understanding of the project, excellent and innovative programmatic capability, an outstanding approach and clarity in presentation.

3.8.1.2 For Cost Points, the Vendor submitting the lowest Rate per Hour will receive 300 points. All other Proposals will receive Cost Points according to the following formula:

$$(N / X) \times 300 = Z$$

Where: N = Lowest Rate per Hour received by any Proposal
 X = Vendor's Rate per Hour
 Z = Points Awarded

3.9 Disclosure of Response Contents

All documentation produced as part of this RFP shall become the exclusive property of the Department and may not be removed by the Vendor or its agents. All Proposals shall become the property of the Department and shall not be returned to the Vendor. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any Proposal. Selection or rejection of a Proposal shall not affect this right.

3.10 Basis of Award

The Department anticipates awarding multiple Contracts from this RFP; one to each, responsible and responsive Proposer who receives the highest total score at each CRC location. The

Department reserves the right to award a Contract, in whole, or for part of the work provided by this Solicitation. The Department reserves the right to accept, or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines doing so will serve the best interest of the State. The Department has the right to use any or all ideas or adaptations of the ideas presented in any Proposal. Selection or rejection of a Proposal will not affect this right.

3.11 Posting of Notice of Agency Decision

The Department shall post a public notice of agency action when it has made a decision to award a Contract, reject all proposals, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Timeline, and will remain posted for a period of 72 hours (Saturdays, Sundays, and State holidays shall be excluded in the computation of the 72 hour time period). Posting will be made available on the Vendor Bid System at http://vbs.dms.state.fl.us/vbs/main_menu.

3.12 Disposal of Proposals

All Proposals become the property of the State of Florida, and will be a matter of public record subject to the provisions of Chapter 119, F.S. Selection or rejection of the Proposal will not affect this right.

3.13 Rules for Withdrawal

A submission may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the Vendor, within seventy-two (72) hours after the Proposal submission date indicated in the Timeline. Any submitted response shall remain valid for 365 days after the opening date.

3.14 Rejection of Proposals

The Department shall also reject any or all Proposals containing material deviations. In determining whether a Proposal contains a material deviation or a minor irregularity, the Department will use the definitions of those terms set forth in Section 1.3.23.

In addition, the Department reserves the right to reject all Proposals to this RFP.

3.15 Non-Mandatory Pre-Proposal Conference

The Department will conduct a Pre-Proposal Conference on the date, time and location specified in the Timeline. Attendance at the Pre-Proposal Conference is not mandatory, **but is highly recommended**.

The purpose of the conference is to discuss the contents of this RFP and accept verbal questions from potential Vendors. The Department will make a reasonable effort to provide answers during this event. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response **ONLY** to those verbal questions subsequently submitted in writing in accordance with Section 3.2 of this RFP, Vendor Inquiries. The Department's written response will be provided to all prospective Vendors via posting on the VBS as an addendum to the RFP and shall be considered the Department's official answers. Verbal answers and discussions shall not be binding upon the Department.

Vendors may choose to call-in for the Vendor's conference instead of physically attending. The conference call number is identified in the Timeline, on page 4 of the RFP.

3.16 Addenda

If the Department deems it necessary to supplement, modify or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, it will be posted on the Vendor Bid System at http://vbs.dms.state.fl.us/vbs/main_menu. Interested parties are responsible for monitoring this site for new or changing information or clarifications relative to this procurement.

3.17 Verbal Instructions Procedure

The Vendor shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department's Procurement Officer may be considered a duly authorized expression on behalf of the State. Additionally, only written communications from Vendors are recognized as duly authorized expressions on behalf of the Vendor.

3.18 No Prior Involvement and Conflict of Interest

Section 287.057(17)(c), F.S., provides, "A person who receives a Contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent Contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to Contract with the agency for any other Contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such Contract. However, this prohibition does not prevent a Vendor who responds to a request for information from being eligible to Contract with an agency."

The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation. The Vendor shall acknowledge acceptance, of this statement, on Attachment III, Certification/Attestation Form.

The Vendor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

3.19 State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, F.S., seeking to do business with the Department shall be on file and in good standing with the State of Florida, Department of State. If not currently registered with the Department of State, the successful Vendor has five (5) days to complete this registration upon submission of its Proposal.

3.20 MyFloridaMarketPlace (MFMP) Registration

Each Vendor doing business with the State of Florida for the sale of commodities or contractual services, as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system Vendor Information Portal (VIP), unless exempted under Rule 60A-1.033, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S. with any Vendor not registered in the VIP system, unless exempted by rule. A Vendor not currently registered in the VIP system shall do so within five (5) days of award.

Registration may be completed at: <http://vendor.myfloridamarketplace.com>. Those needing assistance may contact the MyFloridaMarketPlace Customer Service Desk at 866-352-3776 or vendorhelp@myfloridamarketplace.com.

3.21 Travel Expenses

The Department shall not be responsible for the payments of any travel expenses incurred by the Vendor resulting from this RFP.

3.22 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Vendor must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Vendor on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Vendor submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Vendor shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Vendor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Vendor fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Vendor in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

3.23 E-Verify

In accordance with Executive Order 11-116, "The vendor agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the Contract term by the Vendor. The Vendor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

3.24 Vendor Substitute W-9

The State of Florida Department of Financial Services (DFS) requires all Vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Answers to frequently asked questions related to this requirement are found at: <https://flvendor.myfloridacfo.com>. DFS is ready to assist Vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridaacfo.com.

3.25 Scrutinized Companies

If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Contractor must certify that they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Section 287.135(5), F.S., and 287.135(3), F.S., Contractor is found to have submitted a false certification of if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

3.26 Protest Procedures

Pursuant to Section 120.57(3), F.S., a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to: CO-GCAgencyClerk@fdc.myflorida.com, or by facsimile to: (850) 922-4355. Protests must be made in compliance with Florida Rules 28-110.003 and 28-110.004 F.A.C.. Filings received after regular business hours (8:00 a.m. to 5:00 p.m., EST) will be filed the next business day. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

SECTION 4.0 SPECIAL CONDITIONS

4.1 GENERAL CONTRACT CONDITIONS (PUR1000)

The General Contract Conditions are outlined in form PUR 1000 which is a downloadable document incorporated in this RFP by reference. Any terms and conditions set forth within this RFP document shall supersede any and all conflicting terms and conditions set forth within form PUR 1000. There is no need to return this document with the response. The PUR1000 is available at <http://dms.myflorida.com/content/download/2933/11777>.

4.2 State Initiatives

4.2.1 Diversity in Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-owned, women-owned, and service-disabled veteran-owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects these business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

To this end, the Department considers it vital that minority-owned, women-owned, and service-disabled veteran-owned business enterprises participate in the State's procurement process as both Vendors, and subcontractors, of this solicitation.

Information on Certified Minority Business Enterprises (CMBE), and Certified Service-Disabled Veteran Business Enterprises (CSDVBE), is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Documentation regarding Diversity in Contracting must be submitted to the Contract Administrator, and should identify participation by diverse Vendors and suppliers as prime vendors, subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree. This documentation shall include the timely reporting of funds expended to certified, and other, minority-owned/service-disabled veteran-owned business enterprises. Such reports must be submitted at least monthly, and must include the period covered, the name, minority code and Federal Employer Identification Number of each minority-owned/service-disabled veteran-owned Vendor utilized during the period, the commodities and services provided by the each, and the amount paid to each under the terms of any resulting Contract.

4.2.2 Environmental Considerations

The State supports, and encourages initiatives to protect and preserve our environment. If applicable, the Vendor shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 403.7065, F.S. The Vendor shall also provide a plan, if applicable, for reducing, and or handling of any hazardous waste generated by the Vendor's company, in accordance with Rule 62-730.160, F.A.C.

It is a requirement of the Florida Department of Environmental Protection (DEP) that a generator of hazardous waste materials that exceeds a certain threshold must have a valid, and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Vendors explanation of its company's hazardous waste plan, and shall explain in detail its handling and disposal of this waste.

4.3 Subcontracts

The Vendor may, only with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services as indicated in this RFP. Anticipated subcontract agreements known at the time of Proposal submission and the amount of the subcontract must be identified in the Proposal. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract, which the Vendor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Vendor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Vendor.

If a subcontractor is utilized by the Vendor, the Vendor shall pay the subcontractor within seven (7) business days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Vendor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this RFP. Failure by the Vendor to pay the subcontractor within seven (7)

business days will result in a penalty to be paid by the Vendor to the subcontractor in the amount of one-half, of one percent, of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

4.4 Insurance

The Vendor shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Vendor and the Department under the Contract resulting from this RFP. This shall include, but is not limited to, workers' compensation, general liability, and property damage coverage. The Department must be an additional named insured on the Vendor's insurance related to the Contract. Upon the execution of the Contract resulting from this RFP, the Vendor shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

4.5 Copyrights, Right to Data, Patents and Royalties

Where activities produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, F.S., no person, firm or corporation, including parties to the resulting Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor. All computer programs and other documentation produced as part of the resulting Contract shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.084, F.S., and may not be copied or removed by any employee of the Vendor without express written permission of the Department.

The Vendor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Vendor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Vendor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Vendor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Vendor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Vendor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without

exception that the resulting Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

4.6 Independent Contractor Status

The Vendor shall be considered an independent Contractor in the performance of its duties and responsibilities. The Department shall neither have nor exercise any control or direction over the methods by which the Vendor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

4.7 Assignment

The Vendor shall not assign its responsibilities or interests to another party without prior written approval of the Department. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations to another governmental agency of the State of Florida upon giving written notice to the Vendor.

4.8 Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

4.9 Use of Funds for Lobbying Prohibited

The Vendor agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial Branch, or a state agency.

4.10 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is served by the Department, either directly or indirectly, through these services.

4.11 Convicted Felons

No personnel assigned may be a convicted felon or have relatives either confined by, or under supervision of, the Department, unless an exception is granted.

4.12 Taxes

The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. Tax exemption number/certificate will be provided upon request. This exemption does not apply to purchases of tangible personal property made by Vendors who use the tangible personal property in the performance of Contracts for the improvement of state owned real property, as defined in Chapter 192, F.S.

4.13 Safety Standards

Unless otherwise stipulated in the Proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

4.14 Americans with Disabilities Act

The Vendor shall comply with the Americans with Disabilities Act. In the event of the Vendor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, the Contract resulting from this RFP may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Contracts.

4.15 Employment of Department Personnel

The Vendor shall not knowingly engage, employ or utilize, on a full-time, part-time, or other basis during the period of the Contract resulting from this RFP, any current or former employee of the Department where such employment conflicts with Section 112.3185, F.S.

4.16 Legal Requirements

Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

4.17 Conflict of Law and Controlling Provisions

Any Contract resulting from this RFP, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

4.18 Prison Rape Elimination Act (PREA)

The Vendor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Vendor will also comply with all Department policies and procedures that relate to PREA.

4.19 Termination

4.19.1 Termination at Will

The Contract resulting from this RFP may be terminated by the Department upon no less than 30 calendar days' notice and by the Vendor upon no less than 120 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

4.19.2 Termination Because of Lack of Funds

In the event funds to finance the Contract resulting from this solicitation become unavailable, the Department may terminate the Contract upon no less than 24 hours'

notice in writing to the Vendor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. The Department will be the final authority as to the availability of funds.

4.19.3 Termination for Cause

If a breach of the Contract resulting from this solicitation occurs by the Vendor, the Department may, by written notice to the Vendor, terminate the Contract resulting from this solicitation upon 24 hours' notice. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Chapter 60A-1, F.A.C. The provisions herein do not limit the Department's right to remedies at law or to damages.

4.19.4 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract resulting from this solicitation.

4.20 Retention of Records

The Vendor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract resulting from this solicitation for a period of seven years. The Vendor shall maintain complete and accurate record-keeping, and documentation as required by the Department and the terms of the Contract resulting from this solicitation. All invoices and documentation must be clear, and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than 48 hours upon request if stored at a different site location than the address listed on the Acknowledgement Form. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Vendor for a period of seven years following termination of the Contract, or, if an audit has been initiated, and audit findings have not been resolved at the end of seven years, the records shall be retained until resolution of the audit findings. The Vendor shall cooperate with the Department to facilitate the duplication, and transfer of any said records or documents during the required retention period. The Vendor shall advise the Department of the location of all records pertaining to the resulting Contract, and shall notify the Department by certified mail within ten days if/when the records are moved to a new location.

4.21 Indemnification

The awarded Vendor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Vendor(s), or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

4.22 Inspector General

In accordance with Section 20.055(5), Florida Statutes, the Vendor, and any subcontractor, understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

4.23 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' at 850-413-5516 or calling the toll free hotline at 1-800-342-2762.

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**ATTACHMENT I
COST PROPOSAL SHEET
FDC RFP-18-004**

Proposed Community Release Center Location:

(Reference 2.11.1, for complete list of Program Locations)

NOTE: If submitting a Proposal for more than one location, a separate Cost Proposal Sheet for each location must be included with the Vendor's Proposal.

Description	RATE PER HOUR
SUBSTANCE ABUSE COUNSELOR	\$ _____

Vendor must provide a price (rate per hour) for the position listed in the above table. Rate per hour shall include all requirements as stated in Section 2 of this RFP.

NAME OF VENDOR'S ORGANIZATION

NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

FEID#

ATTACHMENT II
BUSINESS ASSOCIATE AGREEMENT FOR HIPAA

FDC RFP-18-004

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and [Insert Contractor Name] ("Contractor"), (individually, a "Party" and collectively referred to as "Parties").

Whereas, the Department creates or maintains, or has authorized the Contractor to receive, create, or maintain certain Protected Health Information ("PHI," as that term is defined in 45 C.F.R. §164.501 and that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended. ("HIPAA");

Whereas, the Department is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule");

Whereas, the Contractor may have access to Protected Health Information in fulfilling its responsibilities under its Contract with the Department;

Whereas, the Contractor is considered to be a "Business Associate" of a Covered Entity as defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate Contract requirements of 45 C.F.R. §164.504(e).

Whereas, in regards to Electronic Protected Health Information as defined in 45 C.F.R. § 160.103, the purpose of this Agreement is to comply with the requirements of the Security Rule, including, but not limited to, the Business Associate Contract requirements of 45 C.F.R. §164.314(a).

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions**

Unless otherwise provided in this Agreement, any and all capitalized terms have the same meanings as set forth in the HIPAA Privacy Rule, HIPAA Security Rule or the HITECH Act. Contractor acknowledges and agrees that all Protected Health Information that is created or received by the Department and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Department or its operating units to Contractor or is created or received by Contractor on the Department's behalf shall be subject to this Agreement.

2. **Confidentiality Requirements**

A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.

- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:
- (1) If necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (2) For data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
 - (3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor Contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.
- C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.
- Further, Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the same manner that such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.
- D. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any

harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

Such report shall notify the Department of:

- 1) Any Use or Disclosure of protected health information (including Security Incidents) not permitted by this Agreement or in writing by the Department;
- 2) Any Security Incident;
- 3) Any Breach, as defined by the HITECH Act; or any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").

Contractor will without unreasonable delay, but no later than 72 hours after discovery of a Breach, send the above report to the Department.

Such report shall identify each individual whose protected health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during any Breach pursuant to 42 U.S.C.A. § 17932(b). Such report will:

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach;
- 2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information;
- 3) Identify who or what caused the Breach and who accessed, used, or received the protected health information;
- 4) Identify what has been or will be done to mitigate the effects of the Breach; and
- 5) Provide any other information, including further written reports, as the Department may request.

E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the Contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).

F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that, apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.

G. Contractor shall secure all protected health information by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards

developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C.A. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.

- H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- I. The Contractor agrees, when requesting Protected Health Information to fulfill its Contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this Contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

- A. The Department will make available to the Business Associate the notice of privacy practices (applicable to inmates under supervision, not to inmates) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.
- B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522 and the HITECH Act.

4. **Termination**

- A. **Termination for Breach** – The Department may terminate this Agreement if the Department determines that has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.
- B. **Automatic Termination** – This Agreement will automatically terminate upon the termination or expiration of the original Contract between the Department and the Contractor.
- C. **Effect of Termination**

- (1) Termination of this agreement will result in termination of the associated Contract between the Department and the Contractor.
 - (2) Upon termination of this Agreement or the Contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
5. **Amendment** – Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule, the HIPAA Security Rule, and the HITECH Act.
6. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.
7. **Indemnification** – The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys' fees arising out or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any subcontractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.
8. **Miscellaneous** – Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.

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**ATTACHMENT III
FDC RFP-18-004
CERTIFICATION/ATTESTATION FORM**

1. **Business/Corporate Experience:** This is to certify that the Vendor has a minimum of three (3) years' of business/corporate experience within the last five (5) years in the provision of licensed aftercare treatment for substance use disorders and dynamic readiness programming, within a justice system-involved population, designated Department-operated Community Release Centers (CRC) throughout Florida.
2. **Authority to Legally Bind the Vendor:** This is to certify that the person signing the Attachment I, Cost Proposal Sheet and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the firm responsible for the prices and total amount of this submittal and the preparation of the response.
3. **Statement of No Involvement:** This is to certify that the person signing the Proposal has not participated, and will not participate, in any action contrary to the terms of this solicitation.
4. **Statement of No Inducement:** This is to certify that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Proposal with regard to this solicitation. Furthermore this is to certify that the Proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive submission.
5. **Statement of Non-Disclosure:** This is to certify that neither the price(s) contained in this response, nor the approximate amount of this Proposal have been disclosed, directly or indirectly, to any other Vendor or to any competitor.
6. **Statement of Non-Collusion:** This is to certify that the prices and amounts in this submittal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other Vendor or with any competitor and not for the purpose of restricting competition.
7. **Non-Discrimination Statement:** This is to certify that the Vendor does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.
8. **Unauthorized Alien Statement:** This is to certify that the Vendor does not knowingly employ unauthorized alien workers.
9. **Statement of No Investigation/Conviction:** This is to certify that Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
10. **Scrutinized Companies Lists:** If value of this solicitation is greater than or equal to \$1 Million, then the Vendor certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Dated this _____ day of _____ 20__.

Name _____ of _____
Organization: _____

Signed by: _____

Title: _____
being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 20__.

Notary Public: _____

My Commission Expires: _____

**ATTACHMENT IV
BUSINESS/CORPORATE REFERENCE FORM
FDC RFP-18-004**

Vendors are required to submit with the Proposal, contact information for three (3) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department will make only two attempts to contact each entity. The Department's determination is not subject to review or challenge.

- 1.) Name of Company/Agency: _____
Contact Person: _____
Phone Number: _____
Address: _____
Email Address: _____

- 2.) Name of Company/Agency: _____
Contact Person: _____
Phone Number: _____
Address: _____
Email Address: _____

- 3.) Name of Company/Agency: _____
Contact Person: _____
Phone Number: _____
Address: _____
Email Address: _____

Name of Vendor

Signature of Authorized Representative

Date

**ATTACHMENT V
REFERENCE QUESTIONNAIRE
FDC RFP-18-004**

This form will be completed by the Department utilizing the information provided on Attachment V.

**THIS BUSINESS/CORPORATE
REFERENCE IS FOR:
NAME OF PERSON PROVIDING
REFERENCE:
TITLE OF PERSON PROVIDING
REFERENCE:
FIRM OR BUSINESS
NAME:**

TELEPHONE NUMBER:

EMAIL ADDRESS:

1. How would you describe your relationship to this business/corporate entity? (e.g. Customer, Subcontractor , Employee, Contract Manager, Friend, or Acquaintance)

2. A. If a Customer, please specifically describe the primary type of licensed substance abuse treatment program services, or other similar services, this entity provided to you.

- B. Generally describe the geographic area where services were provided (number of counties served, section of the state, etc.).

- C. What was the estimated population of Inmates served?

3. Did this entity act as a primary Vendor, or as a subcontractor? If a subcontractor, to whom? Please specifically describe the type of service that was provided by the entity for which this reference is being provided.

4. Can you identify the number of years that this entity has provided licensed substance abuse treatment services, or other similar services? Please provide dates to the best of your knowledge.

5. To your knowledge, did this entity perform or provide complete services, or was any portion of the services subcontracted out?

6. How many years have you done business with this business entity? _____
Please Provide Dates:

7. Do you have a vested interest in this business/corporate entity? If yes, what is that interest? (i.e. employee, subcontractor, stockholder, etc.).

8. Have you experienced any problems with this business/corporate entity? If so, please state what the problem is/was and how it was resolved.

9. Would you conduct business with this business/corporate entity again? If no, please state the reason.

10. Are there any additional comments you would like to make about this business entity? Use back of form if necessary.

VERIFIED BY/DATE:

**ATTACHMENT VI –EVALUATION CRITERIA
FDC RFP-18-004**

EVALUATION SCORE SHEETS (USED BY EVALUATORS). VENDOR SHOULD COMPLETE COLUMN 2.

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED <u>To be completed by Vendor</u>	Category I –Business/Corporate Experience and Qualifications (Possible Points 85)	TOTAL POSSIBLE POINTS	POINTS AWARDED <u>To be completed by the Department's Evaluators.</u>
1.2 3.6.3.1		1. To what extent does the Vendor's corporate qualifications and past experience demonstrate they have minimum of three (3) years' of business/corporate experience within the last five (5) years in the provision of licensed aftercare treatment for substance use disorders and dynamic readiness programming, within a justice system involved population, and sufficient ability to perform under a Contract resulting from this RFP? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
3.6.3.1 (c)(d) 3.6.3.3		2. To what extent does the Vendor demonstrate experience relevant to the provision of services to inmates, as described in this RFP, in a criminal justice setting including any past contracts providing these services? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
3.6.2		3. To what extent does the Vendor's written Transmittal Letter with Executive Summary, detail their method of delivering the required services in compliance with the minimum requirements and Scope of Services outlined in this RFP? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
3.6.3.1 (e)		4. To what extent is the experience detailed in the Vendor's summary of exemplary or qualitative findings, recommendations, or other validations demonstrating operational experience, including grant awards, commendations or community recognition? (Poor – 2.50; Adequate – 5; Good – 7.50; Exceptional – 10)	10	
3.6.3.1(g)		5. How substantial is the Vendor's utilization of community networks, partnerships or resources and how effective will these be in meeting the needs of the referred population? (Poor – 2.50; Adequate – 5; Good – 7.50; Exceptional – 10)	10	
3.6.3		6. How extensive and relevant is the Vendor's experience in serving this type of population, including an estimated total population served annually and demographics of that population? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
Total Points Awarded (Possible Points 85) - Category I –Business/Corporate Experience and Qualification				_____

Vendor Name: _____

Evaluator's Name: _____

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for Vendor to complete	Category II – Project Staffing (Possible Points 215)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete.
3.6.4		1. How extensive and exemplary is the Vendor in demonstrating operational programmatic experience? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
3.6.4.2		2. How thorough is the Vendor's understanding of the qualifications of personnel required for oversight and/or management and operation of a project of this size and scope as described in this RFP? (Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)	25	
3.6.4.1(a)		3. How extensive are the resumes for the Chief Executive Officer (or equivalent title) and the Project Manager (or equivalent title) to include an employment history for all relevant and related experience and all education and degrees? (Poor – 8.75; Adequate – 17.50; Good – 26.25; Exceptional – 35)	35	
3.6.4.1(b)		4. To what extent does the Job Description submitted for the Project Manager clearly demonstrate the required education/experience, a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? (Poor – 8.75; Adequate – 17.50; Good – 26.25; Exceptional – 35)	35	
2.9.1.2 3.6.4.2		5. To what extent does the Vendor's Job Descriptions (including salary range, minimum qualifications, educational requirements/ certifications, and work experience) reflect their commitment to the use of qualified staff for all positions that would provide services under any resulting Contract from this RFP and does the list reflect the number of staff and their titles? (Poor – 7.50; Adequate – 15; Good – 22.50; Exceptional – 30)	30	
2.9 3.6.4.2.2		6. How sufficient is the Vendor's detailed monthly master program schedule which reflects all programmatic activities that are scheduled to occur each day of the week, six (6) days per week and does it take into account the working schedule of the population? (Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)	25	
2.9.1.1		7. How sufficient is the Vendor's proposed clinical supervision plan? (Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)	25	
2.10 2.11.2 3.6.4.2.2		8. How comprehensive and attainable is the Vendor's proposed back-up plan for filling staff absences and vacancies and does the plan demonstrate the ability to recruit, hire, and train project staff? (Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)	25	
Total Points Awarded (Possible Points 215) - Category II – Project Staffing				_____

Vendor Name: _____

Evaluator's Name: _____

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for Vendor to complete	Category III – Technical Proposal/Service Delivery Approach (Possible Points 400)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete
2.0 2.9		1. How thorough is the Vendor's written description of their understanding of dynamic readiness programming and aftercare services for inmates and how it will be implemented into this Community Release Program? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
3.6.2.4		2. To what extent does the Vendor demonstrate their commitment to being awarded a Contract from this RFP by including a copy of (1) their most current their aftercare license(s), if they are currently licensed; (2) a copy of their application to the Florida Department of Children and Families for the above licensure; or (3) an implementation plan to obtain licenses(s), and how sufficient is the Vendor's ability to maintain appropriate licensure and comply with the requirements and standards of Rule 65D-30, F.A.C. (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
2.0 3.6.2 3.6.5		3. How thorough is the Vendor's written understanding of the services required as part of this RFP? (Poor – 8.75; Adequate – 17.50; Good – 26.25; Exceptional – 35)	35	
2.9 2.9.1.2		4. How comprehensive is the Vendor's approach to providing dynamic readiness programming which may include cognitive-behavioral interventions, parenting, family reunification, anger management, mentoring, budgeting, victim awareness, and related transition services to enhance the inmate's successful reintegration back into society? (Poor – 7.50; Adequate – 15; Good – 22.50; Exceptional – 30)	30	
2.9.2		5. How detailed and sufficient is the Vendor's written description of the requirement to utilize Texas Christian University's Inmate Evaluation of Self and Treatment in the Intensive Outpatient Substance Abuse Treatment Program? (Poor – 2.50; Adequate – 5; Good – 7.50; Exceptional – 10)	10	
2.9 2.9.1.2 3.6.5		6. To what extent does the Vendor's approach show the ability to implement the programming to address each participant's individual criminogenic needs? (Poor – 8.75; Adequate – 17.50; Good – 26.25; Exceptional – 35)	35	
2.9 2.9.1.2 3.6.5		7. How adequate and realistic is the Vendor's plan to provide dynamic readiness programming? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for Vendor to complete	Category III – Technical Proposal/Service Delivery Approach (Possible Points 400)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete
2.9 2.9.1.1 3.6.5		8. How sufficient and realistic is the Vendor's plan to provide licensed aftercare services? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
2.9.3 3.6.5		9. To what extent is the Vendor's approach to the provision of the Re-Entry/Transition plan outlined in 2.9.3? (Poor – 2.50; Adequate – 5; Good – 7.50; Exceptional – 10)	10	
2.9		10. How comprehensive is the Vendor's description of how they will provide the general provisions of program operations listed in Section 2.9, and is the plan for doing so realistic? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
2.8.1.1		11. How comprehensive is the Vendor's written understanding of the psychosocial assessment and its role in the aftercare treatment process? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
2.5.9 2.5.10		12. How sufficient and clear is the Vendor's written description of their understanding of and capacity to develop and maintain clinical files? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
2.8.1.2		13. How sufficient and detailed is the Vendor's understanding of their responsibilities for providing Inmate orientation to aftercare treatment services? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
2.8.1 2.8.1.1 2.8.1.2		14. How sufficient and detailed is the Vendor's written description of their understanding of utilizing the FDC risk/needs assessment and the psychosocial assessment for informing the aftercare treatment plan? Poor – 8.75; Adequate – 17.50; Good – 26.25; Exceptional – 35)	35	
2.8.3		15. How sufficient and detailed is the Vendor's description of their responsibility protocol ensuring that all inmates have a safe and secure treatment environment for positive risk-taking? (Poor –3.75; Adequate – 7.50; Good –11.25; Exceptional – 15)	15	
2.10		16. How flexible is the Vendor's staffing plan in terms of paid employment hours? Are evening and weekend hours included? (Poor –3.75; Adequate – 7.50; Good –11.25; Exceptional – 15)	15	

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for Vendor to complete	Category III – Technical Proposal/Service Delivery Approach (Possible Points 400)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete
2.11.3		17. How detailed is the Vendor's understanding of the rules staff must abide by and is there a plan of how staff will be oriented to these requirements? (Poor – 2.50; Adequate – 5; Good – 7.50; Exceptional – 10)	10	
2.10.1		18. How detailed is the Vendor's written understanding of the minimum required staffing positions to meet the requirements of this RFP? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
2.10.2 2.11.2		19. How detailed is the Vendor's written understanding of the minimum required staffing qualifications, schedules, and absences for all staff, and will this meet the requirements of this RFP? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
2.11.5		20. How thorough is the detailed description of the Vendor's understanding of staff background and criminal record checks prior to hiring of any staff? (Poor – 2.50; Adequate – 5; Good – 7.50; Exceptional – 10)	10	
2.14		21. How comprehensive is the Vendor's approach to meeting all reporting requirements and the methodology for complying with each of these requirements? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
2.16		22. Is there a realistic approach to monitoring progress in meeting the performance measures and understanding the consequences of financial consequences in the event that the performance measures cannot be met? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
Total Points Awarded (Possible Points 400) - Category III – Service Delivery Approach				_____

Vendor Name: _____

Evaluator's Name: _____

SUBTOTAL OF TECHNICAL POINTS AWARDED:

CATEGORY I _____ CATEGORY II _____ CATEGORY III _____

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

COST POINTS WILL BE DETERMINED BY THE BUREAU OF PROCUREMENT.

The Cost Proposal Sheet, with the lowest verified rate per hour will be awarded 300 points. All other Cost Proposals will receive points according to the following formula:

$$(N / X) \times 300 = Z$$

Where: N = Lowest Rate per Hour received by any Proposal
X = Vendor's Rate per Hour
Z = Points Awarded

The Department may reject any Proposal not submitted in the manner specified by the solicitation documents.

COST POINTS AWARDED: _____

BUREAU OF PROCUREMENT REPRESENTATIVE:

PRINTED NAME: _____

SIGNATURE: _____

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**ATTACHMENT VII – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC RFP-18-004**

Section 287.087, Florida Statutes provides that, where identical tie bids are received, preference shall be given to a bid received from a Vendor that certifies it has implemented a drug-free workforce program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under response a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name: _____

VENDOR'S SIGNATURE

(Form revised 11/10/15)

**ATTACHMENT VIII
VENDOR'S CONTACT INFORMATION
FDC RFP-18-004**

The Vendor shall identify the contact information as described below.

For solicitation purposes, the Vendor's contact person shall be:

For contractual purposes, should the Vendor be awarded, the contact person shall be:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

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ATTACHMENT IX
NON-DISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION
FDC RFP-18-004

In connection with FDC RFP-18-004, entitled "Substance Abuse Counselors at Department-Operated Community Release Centers (CRC)" the Florida Department of Corrections ("FDC") is disclosing to you business information, procedures, technical information and/or ideas identified as "Restricted".

In consideration of any disclosure and any Restricted information provided by FDC concerning RFP-18-004, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate and review in relation to the ITN) or disclose any Restricted information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by FDC, or (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Restricted information. The foregoing does not grant you a license in or to any of the Restricted information.
2. If you decide not to proceed with the proposed business relationship or if asked by FDC, you will promptly return all Restricted information and all copies, extracts and other objects or items in which it may be contained or embodied.
3. You will promptly notify FDC of any unauthorized release of Restricted information.
4. You understand that this statement does not obligate FDC to disclose any information or negotiate or enter into any agreement or relationship.
5. You acknowledge and agree that due to the unique nature of the Restricted information, any breach of this agreement would cause irreparable harm to FDC for which damages is not an adequate remedy and that the FDC shall therefore be entitled to equitable relief in addition to all other remedies available at law.
6. The terms of this Agreement will remain in effect with respect to any particular Restricted information until you can document that it falls into one of the exceptions stated in Paragraph 1 above.
7. This Agreement is governed by the laws of the State of Florida and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

Information identified as "Restricted" will be included on a CD.

Acknowledged and agreed on _____, 2017

By: _____
(Signature)

Name: _____

Company Name: _____

Title: _____

Florida Department of Corrections (FDC)

By: _____
(Signature)

Name: _____