



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

REQUEST FOR PROPOSALS (RFP)

FOR

Laboratory Drug Testing of Inmates and Offenders

FDC RFP-18-113

RELEASED ON

July 5, 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 5, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Pre-Proposal Conference (non-mandatory)	July 12, 2017 at 10:00 a.m., Eastern Time	Florida Department of Corrections Bureau of Procurement, Stacey Lynn 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	July 19, 2017 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement, Stacey Lynn purchasing@fdc.myflorida.com
Anticipated Posting of written responses to written inquires	August 8, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Proposals Due and Opened	August 21, 2017 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement, Stacey Lynn 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	August 28, 2017 at 10:00 a.m., Eastern Time	Florida Department of Corrections 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Recommended Award	September 25, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Background

Pursuant to Section 944.474, Florida Statutes (F.S.), it is the Legislature's intent that the Florida Department of Corrections (Department) provide a safe and secure environment for inmates, offenders, Department staff, and the public. The Department has approximately 136,518 offenders on community supervision, and 97,381 inmates currently incarcerated throughout the State in 50 major institutions (not counting seven privately operated correctional facilities) and over 50 other facilities such as road prisons, various work/forestry camps, treatment centers and work release centers and 128 probation offices. The Department desires to detect and deter illegal drug use by inmates confined in the Department's facilities, and by offenders on community supervision.

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 administering/managing laboratory drug testing services comparable to the requirements of this RFP.

The Department desires drug testing services to be provided to determine the presence of alcohol and/or controlled substances for our inmate and offender population. Services shall include the provision of all necessary supplies, transportation and handling of specimens, immunoassay testing, confirmation testing, and reporting as specified herein. Areas for delivery of services for offenders on community supervision are defined in Attachment XI, Community Supervision Delivery Sites. Institutions requiring services for inmates incarcerated are defined in Attachment XII, Institution Delivery Sites.

The Department intends to award one (1) statewide Contract, to a single Vendor, for the provision of services.

All services shall meet or exceed the minimum requirements outlined in this RFP. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Department.

Based on the unique operational needs of the correctional system, and on available funding in any resultant Contract, the Department reserves the right to require the Vendor to add or delete specific drug testing services or make changes within the scope of the Contract consistent with the Department's mission. Therefore, the Vendor should be prepared in advance to make any necessary changes as required by the Department. Changes shall be made in accordance with Section 2.18, Modifications after Contract Execution.

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

1.3.2 Chain-of-Custody: A legal term that refers to the procedure and policies that govern the collection, handling, storing and testing of urine samples, the dissemination of test results, and the retention of samples in a manner that ensures confidentiality and accuracy.

- 1.3.3 Confirmatory Test:** A second test of the same urine specimen, independent of the initial test, made using a different technique and chemical principle, in order to identify the presence of a specific drug or metabolite, completed to ensure reliability and accuracy. All confirmatory tests completed under this Contract shall be done by Gas Chromatography/Mass Spectrometry (GC/MS) and/or Liquid Chromatography-Tandem Mass Spectrometry (LC-MS/MS), or Gas Chromatography, as directed by the Department.
- 1.3.4 Contract Compliance Monitoring:** An in-depth comprehensive program evaluation conducted a minimum of once per year by the Department's Contract Manager, or designee, 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 Contract Manager, or designee, in accordance with Department procedure. Adequately functioning programs being monitored less frequently.
- 1.3.5 Contract Non-Compliance:** Failure to meet or comply with any requirement or term of the Contract.
- 1.3.6 Contractor:** The organizational entity serving as the primary Contractor with whom a Contract will be executed. The term Contractor shall include all employees, subcontractors, if applicable, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
- 1.3.7 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.
- 1.3.8 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 2.11.
- 1.3.9 Department:** The Florida Department of Corrections (FDC).
- 1.3.10 Diluted Specimen:** A specimen for which the creatinine concentration and specific gravity values are below the range of normal human urine.
- 1.3.11 Donor:** The offender or inmate who is providing the specimen.
- 1.3.12 Drugs and/or Controlled Substances:** Any category of behavior altering or addictive substances whose possession and use are restricted by law.
- 1.3.13 HIPAA:** The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) which require the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The awarded Vendor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.
- 1.3.14 Immunoassay Test:** A preliminary analytical testing method used by a certified forensic laboratory the eliminated "negative" urine specimens and identifies presumptive positive specimens that require confirmation or further testing.
- 1.3.15 Local Quality Assurance Coordinator:** The Local Quality Assurance Coordinator is a Department employee, designated to monitor contract quality program delivery and to coordinate actions and communications between the Department and the Vendor

regarding programmatic and operational issues as it relates to a contract resulting from this RFP.

- 1.3.16 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.
- 1.3.17 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 Proposer over other Proposers, 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.
- 1.3.18 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.
- 1.3.19 Negative Test Result:** A finding which indicates that the urine sample contains a concentration below the established Threshold Levels listed in Section 2.7.3.
- 1.3.20 Positive Test Result:** A finding which indicates that the urine sample contains a concentration equal to or greater than the established threshold Levels listed in Section 2.7.3.
- 1.3.21 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.
- 1.3.22 Quality Assurance:** Quality assurance is the Vendor's guarantee that the service it offers meets the accepted quality standards. It is achieved by identifying what "quality" means in context; specifying methods by which its presence can be ensured; and specifying ways in which it can be measured to ensure conformance.
- 1.3.23 Rejected Specimen:** A specimen that fails to meet the standards set forth by the Vendor's Quality Assurance Program, for which urinalysis cannot be performed by the Vendor. Rejected specimens may include, but are not limited to, those missing the chain-of-custody form, whose quantity is not sufficient for analysis, those without a donor's signature, those where the sample leaked during transit, or whose sample bottle seal is missing.
- 1.3.24 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.
- 1.3.25 Responsive Proposal:** A Proposal, submitted by a responsive and responsible Vendor that conforms in all material respects to the solicitation.
- 1.3.26 Specimen Validity:** The evaluation of the specimen to determine if it is consistent with normal human urine.

- 1.3.27 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.
- 1.3.28 Successful Vendor:** A legally qualified corporation, partnership, or other entity, that will be performing as the Vendor under any Contract resulting from this RFP.
- 1.3.29 Threshold Levels:** The concentration of a drug in the urine used to determine whether the test will be considered positive or negative, as per the Threshold Levels listed in Section 2.7.3.
- 1.3.30 Urine Sample or Urine Specimen:** A quantity of urine, of at least 30 milliliters (mL) supplied at one time, by a single donor, sufficient to permit analysis by the Vendor.

1.4 Overview

The Department is seeking a Vendor to provide laboratory drug testing services for offenders on community supervision, and for inmates currently incarcerated, when an initial on-site drug testing result is challenged by an inmate.

The laboratory shall have the ability to conduct:

- a. GC/MS or LC-MS/MS confirmation(s) on specimens that have been previously screened positive by an on-site device (primary practice for the Community Corrections Drug Testing Program);
- b. Immunoassay testing if requested;
- c. Both immunoassay test(s) and confirmation(s) (i.e. GC/MS confirmations) if requested per specimen;
- d. Alcohol testing and confirmation; and
- e. Transmit results electronically and submit written results to the probation and parole field office for offenders on community supervision, or the correctional institution for inmates currently incarcerated.

In addition, the Vendor must be able to provide expert testimony in court proceedings and hearings, as required by the Judiciary and Florida Commission on Offender Review (FCOR).

The Vendor shall provide a secure website to track results, retrieve custody forms electronically, and retrieve written documentation of the results for the 20 judicial circuits, satellite offices and correctional institutions located in the four (4) institutional regions.

The laboratory must have the ability to submit invoices electronically and establish separate region accounts and subaccounts to meet the needs of the 20 judicial circuits and approximately 126 satellite offices for the Community Corrections Drug Testing Program. In addition, the laboratory must be able to provide separate accounts and subaccounts for correctional institutions located in the four (4) institutional regions for the Inmate Drug Testing Program.

The laboratory must be able to provide training as required for implementation and startup, face to face, and/or web-based training, as requested by the Department. In addition, ongoing training on laboratory requirements and current drug trends shall be provided upon request by the Department.

1.5 Contract Term

The initial term of the Contract resulting from this solicitation shall be for a five (5) year period.

1.6 Contract Renewal

The Department may renew the Contract resulting from this RFP for up to five (5) 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.

1.7 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 Instructions to Respondents (Form PUR 1001) (Section 3.1)
- d) General Contract Conditions (Form PUR 1000) (Section 4.1)

1.8 Start-up and Service Implementation

The Vendor must have the capability to implement service delivery as described herein on January 1, 2018 or on a date agreed upon between the Vendor and the Department. The minimum service requirements of this RFP must be in place and fully functioning prior to Contract start.

SECTION 2.0 SCOPE OF WORK

2.1 Scope of Services

This Section contains the Scope of Service that will be required in the Contract that may be 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 "Vendor" contained within the Scope of Service below will be applicable to the Vendor should they be deemed the successful Vendor as defined in Section 1.3, Definitions.

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. Under no circumstances shall services meeting less than the minimum service requirements be permitted without the prior written approval of the Department; otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements, rules, regulations, and governance contained in this RFP and Vendors shall be held responsible therefore.

2.2 General Description of Services

The Vendor shall provide laboratory drug testing services for offenders and inmates to determine the presence of alcohol and/or controlled substances, including an Immunoassay Test (initial) if required, Gas Chromatography/Mass Spectrometry (GC/MS) and/or Liquid Chromatography-Tandem Mass Spectrometry (LC-MS/MS), and/or Gas Chromatography (GC), upon request. The services shall include the provision of all necessary supplies, transportation, and handling of specimens, confirmation testing, and reporting, as further defined in this RFP.

2.3 Rules, Regulations and Programmatic Authority

- 2.3.1** All services provided under any Contract resulting from this RFP must meet the applicable requirements of Title 42 Code of Federal Regulations 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.; Chapter 33 and Rule 65D-30, Florida Administrative Code (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. Should licensing requirements change during the course of any Contract resulting from this RFP, the updated regulations and requirements will take precedence. The above laws, rules and regulations are incorporated herein by reference and made part of any Contract resulting from this RFP as if fully stated.
- 2.3.2** All laboratory drug testing services provided under any resulting Contract must meet all applicable local, state, and federal ordinances, laws, rules, and regulations. All laboratory sites must be licensed prior to execution of any resultant Contract, and commencement of services. Should any of the laws, standards, rules, or regulations change during the Contract term, the updated version will take precedence. The Vendor and the Department shall work cooperatively to ensure service delivery in complete compliance with all mandates and requirements.
- 2.3.3** The Vendor shall ensure that all its staff providing services under any resultant Contract comply with prevailing ethical and professional standards, and the statutes, rules, procedures, and regulations mentioned above.
- 2.3.4** The Vendor shall pay for all costs associated with local, state, and federal licenses, permits, and inspection fees required to provide services. All required permits and licenses shall be current, maintained on site, and a copy must be submitted to the Contract Manager, or designee, upon request.
- 2.3.5** The Vendor may enter into written subcontract(s), for the performance of some of its functions, under the Contract. 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. The Vendor shall ensure that all subcontractor agreements are pre-approved by the Department's Contract Manager, or designee, and contain provisions requiring the subcontractor to comply with all applicable terms and conditions of the 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 through a Contract amendment.
- 2.3.7** The Vendor shall comply with all provisions of the Americans with Disabilities Act (ADA). This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provision.
- 2.3.8** The Vendor's facility shall be in compliance with Chapter 69A-44, F.A.C., Rules of the Florida State Fire Marshal, which establishes the minimum fire standards for a laboratory.
- 2.3.9** The Department has the exclusive right to make any and all determinations which it deems necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the Department's inmates and offenders, as well as the general public, who are

served by the Department, either directly or indirectly, through the services provided under any Contract resulting from this RFP. The absence of the Department setting forth a specific reservation of rights does not signify that all other areas of the program services resulting from any Contract resulting from this RFP are subject to mutual agreement.

2.3.10 The Vendor shall maintain confidentiality, with reference to individual offenders 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 and offenders shall be subject to confidentiality and disclosure provisions of applicable federal law and state statutes and regulations adopted pursuant thereto.

2.3.11 The Vendor shall comply with the Department's policy regarding "Non-Discrimination," which states that, "no person on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the benefits of the proceeds of, or be otherwise subjected to, discrimination in the performance of any Contract."

2.4 Department Responsibilities

2.4.1 The Department shall determine which offenders and inmates will receive drug tests.

2.4.2 The Department shall collect, prepare, and package urine specimens to make ready for transport to the Vendor's laboratory.

2.4.3 The Department shall notify the Vendor's courier service when specimens are ready for pick-up.

2.4.4 The Department's Contract Manager, or designee, shall supply the Vendor with a list of employees authorized to communicate with the Vendor's laboratory, and to receive drug test results via access to the Vendor's secure web site.

2.4.5 The Department will not furnish services of support (e.g., support staff, office space, and telephone, secretarial or clerical services) to the Vendor.

2.4.6 The Department shall ensure that all offenders and inmates sign the appropriate release of information forms that will authorize the Vendor to share laboratory results and other related information with the Department, and sentencing or releasing authorities.

2.5 Confidentiality

The Vendor shall maintain confidentiality with reference to individual offenders and 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 offenders shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes, and regulations adopted pursuant thereto.

2.6 Facility Requirements

2.6.1 Service Location

The Department reserves the right to add or delete service locations. Servicing areas for delivery of drug testing supplies and specimen pickup for offenders on community supervision are delineated in Attachment XI, Community Supervision Delivery Sites. Institutions requiring specimen pickup for inmates incarcerated are delineated in Attachment XII, Institution Delivery Sites. Any revision or update to service locations for

specimen pick-up shall be valid upon 30 days' written notice from the Department's Contract Manager, or Local Quality Assurance Coordinator.

2.6.2 Facility Certification Requirements

The Vendor's laboratory shall be certified by the Substance Abuse Mental Health Services Administration (SAMHSA) and shall be a participant in the National Laboratory Certification Program, operated by SAMHSA. The Vendor shall maintain a physical facility or facilities that meets all applicable federal, State, and local regulations (e.g. building codes) and shall pay all costs associated with local, State, and federal licenses, permits, certification(s), and inspection fees required to operate a laboratory. The Vendor shall maintain certification and annually provide copy of SAMHSA certification to the Department's Contract Manager, or designee.

2.6.3 Service Times

The laboratory shall be operational with the appropriate number of staff to conduct laboratory services five (5) days a week, Monday through Friday, during normal working hours (8:00 a.m. to 5:00 p.m.) Eastern Time, excluding State holidays.

2.6.4 Facility Evacuations

The Vendor shall establish a written evacuation plan for such emergencies as fire, natural disaster, hurricanes, and severe weather that includes an alternative facility/site to continue laboratory services. Whenever, for safety and/or health reasons, the laboratory is required to be evacuated, the Vendor shall coordinate such evacuation in writing with the Department's Contract Manager, or designee, and the Department's Quality Assurance Contract Manager, to identify an approved alternative facility /site to ensure that laboratory services remain ongoing during the evacuation period.

2.7 Services to be Provided

The Vendor shall provide laboratory drug testing services for offenders on community supervision, and for inmates currently incarcerated, when an initial on-site drug test is completed and the result is challenged by an inmate.

2.7.1 Sample Collection, Transportation, and Storage

Department staff will be responsible for collecting, packaging, and preparing urine specimens for transport to the Vendor for testing, for all service locations. The Department shall notify the Vendor's express courier service when specimens are ready for pick-up.

2.7.1.1 The Vendor shall be responsible for a courier service that provides for specimen transport within 48 hours of notification, excluding weekends and holidays, at the Vendor's expense. The Vendor shall ensure that the courier service provides a numbered transmittal/tracking document, which will verify each shipment's pick-up and delivery dates, times, and authorized staff signature(s).

2.7.1.2 The Vendor shall maintain strict chain-of-custody procedures to ensure that the results are correctly matched to the person who provided the specimen, and transfer all specimens in a manner to preserve the chain-of-custody.

2.7.1.3 The Vendor shall provide written instructions for the shipping process and tracking system, including how to access the tracking system, to Department service locations.

2.7.1.4 The Vendor shall be able to store all specimens having a negative result for a minimum of seven (7) days, for further testing, if required by the Department.

2.7.1.5 The Vendor shall be able to store all specimens having a positive test result for a minimum of one (1) year, for further testing, if required by the Department.

2.7.2 Supplies

Within 10 business days of a request from the Department, the Vendor shall provide the following supplies:

2.7.2.1 Chain-of-Custody forms for each specimen. The Vendor's chain-of-custody form shall contain a box that includes the option of performing a GC/MS or LC-MS/MS test, or Gas Chromatography test for alcohol confirmation of positive results.

2.7.2.2 Specimen collection bottles that are leak resistant, to include temperature strips and screw on lids;

2.7.2.3 Seals, which completely secure the bottle holding the urine specimen, so as to prevent tampering of the specimen and preserve the chain-of-custody.

2.7.2.4 Appropriate packaging with sealable bags and/or boxes of sufficient quality to ensure specimens are maintained intact to prevent leakage, as well as all associated supplies for shipment of laboratory specimens including, but not limited to, pre-printed mailing and barcode labels, transmittal/tracking documents, and pre-printed forms and instructional materials.

2.7.3 Urine Drug Tests

2.7.3.1 Specimen Validity Testing

The Vendor shall perform, at no additional charge, a specimen validity test on each specimen, to assess the integrity of the specimen that was provided. The specimen validity test shall be performed and abnormal results shall be defined as either, "diluted", "adulterated", and/or "substituted", as recommended by the SAMHSA. The specimen validity test must include, at minimum, the creatinine concentration, specific gravity and pH level of each specimen. All adulterated and diluted specimens shall be screened and the Vendor shall attempt to identify the adulterant. The Criteria for reporting specimen validity testing results are as follows:

- (a) Substituted: Creatinine < 2.0
Specific Gravity \leq 1.0010 or \geq 1.0200

- (b) Invalid: Creatinine < 2.0
Specific Gravity > 1.0010 and > 1.0200

Creatinine \geq 2.0
Specific Gravity \leq 1.0010
pH \geq 3.0 but < 4.5
pH \geq 9.0 but < 11.0

- (c) Adulterated: pH < 3.0
pH \geq 11.0

- (d) Dilute: Creatinine < 2.0
Specific Gravity < 1.0030

2.7.3.2 Initial Laboratory Testing

The Vendor shall perform initial tests using immunoassay technologies to detect the following substances to the Threshold Levels designated in Section 2.7.3.6.

- (a) Alcohol
- (b) Amphetamines (Amphetamine/Methamphetamine)
- (c) Barbiturates (Butalbital, Amobarbital, Secobarbital, Pentobarbital, Phenobarbital)
- (d) Cannabis (Cannabinoids, THC)
- (e) Benzodiazepines (Oxazepam, Temazepam, alpha-Hydroxyalprazolam, Lorazepam, Nordiazepam)
- (f) Cocaine (Cocaine Metabolite)
- (g) Opiates (Codeine, Morphine, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone)
- (h) MDMA, MDA, MDEA
- (i) Methadone
- (j) PCP
- (k) Lyseric Acid Diethylamide (LSD) – Requires Special Request/Approval
- (l) Gamma Hydroxybutric (GHB) – Requires Special Request/Approval
- (m) Steroids-Requires Special Request/Approval
- (n) 6-Acetylmorphine (6-AM)-Heroin metabolite-Requires Special Request/Approval

Oral drug testing shall be conducted, if applicable, to detect the substances listed above and will require special request and approval by the Department.

2.7.3.3 Confirmation Testing: The Vendor shall perform confirmation testing using GC/MS and/or LC MS/MS. This testing will be conducted to the Threshold Levels designated in Section 2.7.3.6.

2.7.3.4 d/l Isomer Analysis of Methamphetamine: Upon request, specimens confirmed positive using GC/MS for methamphetamine will be submitted to the Vendor to complete isometric analysis with the ratio of d and l-isomers reported.

2.7.3.5 Special Testing: Upon request of the Department, the Vendor shall also perform special testing for the following substances, using an initial immunoassay screen with automatic confirmation by GC/MS and/or LC-MS/MS or GC as applicable for:

- (a) Lysergic Acid Diethylamide (LSD)
- (b) Gamma Hydroxybutric Acid (GHB)
- (c) Anabolic Steroids
- (d) 6-Acetylmorphine (6-AM) –Heroin metabolite
- (e) Synthetic drugs
- (f) Bath Salts
- (g) Steroids

Any special tests will be conducted to the Threshold Levels designated in Section 2.7.3.6, as applicable.

2.7.3.6 Threshold Levels: The Vendor shall conduct a full screen testing to detect the following substances in urine at the threshold levels for Initial Laboratory Tests and Confirmation Tests as delineated below:

Drug Name	Initial Test	Confirmation
Cocaine (cocaine and metabolites)	300 ng/ml	150 ng/ml
Opiates (Codeine, Morphine, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone)	300 ng/ml	150 ng/ml
– 6-Acetylmorphine (6-AM) Heroin metabolite	NA	10 ng/ml
PCP (Phencyclidine)	25 ng/ml	25 ng/ml
Amphetamines (Amphetamine, Methamphetamine)	1000 ng/ml	500 ng/ml
– Amphetamine	1000 ng/ml	500 ng/ml
– Methamphetamine	1000 ng/ml	500 ng/ml
– MDMA (MDMA, MDA, MDEA)	500 ng/ml	250 ng/ml
Cannabis (Cannabinoids, THC)	50 ng/ml	15 ng/ml
Benzodiazepines (Oxazepam, Temazepam, alpha-Hydroxyalprazolam, Lorazepam, Nordiazepam)	200 or 300 ng/ml	150 ng/ml
Barbiturates (Butalbital, Amobarbital, Secobarbital, Pentobarbital, Phenobarbital)	200 or 300 ng/ml	150 ng/ml
Alcohol	.02% g/dl	.02% g/dl
Methadone	300 ng/ml	150 ng/ml
Lysergic Acid Diethylamide (LSD)	<or =0.5 ng/ml	<or=1.0ng/ml
Gamma Hydroxybutric (GHB)	10ug/ml	10ug/ml
Anabolic Steroids	NA	pos/neg
NOTE: Thresholds may change as standards in forensic testing advance and notification of change shall be by written notification (letter) from the Department's Contract Manager, or designee.		

2.7.4 Test Documentation and Results

2.7.4.1 All results of the Initial Laboratory Test shall be reported within three business days (approximately 72 hours) after receipt of the specimen by the laboratory. All requests for special tests, confirmation tests, and any additional tests by the Department shall be reported within three (3)

business days (approximately 72 hours) after receipt request by the Vendor. Exceptions to these time frames are authorized as indicated below:

- (a) Results of special tests for Steroids shall be reported within 10 business days of the request by the Department;
- (b) Results of special tests for Gamma Hydroxybutric Acid (GHB) shall be reported within four (4) business days of the request by the Department;
- (c) Results of any confirmation tests requested on specimens initially tested more than 30 days prior, (specimens from storage), shall be reported within five (5) business days of request by the Department; and
- (d) Results of any testing relating to synthetic drugs requested shall be agreed upon by the Department and the Vendor.

If there are any exceptions to these timeframes the Vendor shall contact the Department's Contract Manager, or designee, within the three (3) business days of the turnaround time, and advise the Department's Contract Manager, or designee, of the specific reason for delay and request permission for an extension of when the results shall be reported.

2.7.4.2 Written Notification on Individual Test Results: The Vendor shall submit written notification of all individual test results to the Supervising Probation Officer at the requesting service location or the Warden or their designee at the institution by electronic transmission. Electronic transmission may include, but is not limited to, the following: facsimile, encrypted email, or other method such as web-based results, reporting in a format that is suitable for confidential material. All test results must be reported accurately and within the required time frames.

All test results shall be reported individually by specimen. These results should include the following data:

- (a) Specimen Identification (including Offender or Inmate Name, DC number, and barcode)
- (b) Probation Officer or Warden's Name
- (c) Date Specimen Collected by the Department
- (d) Specimen Collection Site at the Department
- (e) Date Specimen Received by Laboratory
- (f) Initial Screen Results and date reported by Laboratory
- (g) Initial Screen Threshold Level
- (h) Certification of Certifying Scientist of the Initial Screen
- (i) Confirmation and/or Special Test Results and date reported by Laboratory
- (j) Confirmation and/or Special Test Threshold Level
- (k) Confirmation Drug Concentration
- (l) Certification of Certifying Scientist of the Confirmation and/or Special Test
- (m) Rejected specimen and reason

2.7.4.3 Rejected Specimens: The Vendor shall adhere to the following handling fee for rejected specimens.

Handling Fee: If the monthly total of rejected specimens is more than two percent (2%) of the monthly total number of tests statewide, the Department will pay the Vendor, the amount of \$6.00. If the monthly total of rejected

specimens is less than two percent (2%) of the monthly total number of tests statewide there shall be no additional charge to the Department.

2.7.4.4 Database Submission of Results: The Vendor shall also provide all individual test results electronically to the Department by a method and in a format to be determined by the Department's Contract Manager, or designee. The Vendor agrees to make any necessary modifications to their system to ensure that it is compatible with the Department's database, and to ensure provision of data by the method and in the format required by the Department. Test results shall be retrievable by the Department within 24 hours of laboratory analysis.

For informational purposes only, the Department requires that the method of electronic data transfer occurs via a second means approved by the Department and in a format approved by the Department. The Department has accepted secured file transfer protocol and secured web services as methods of transport and has accepted formats such as XML, Pipe-delimited, and HL7; furthermore, details are subject to the Department's approval and are subject to change by the Department.

2.7.5 Secure Website

The Vendor shall provide a secure website that is accessible to Department staff to track stages of the testing process of each specimen. The website shall provide a high level of security, and meet all federal laws and requirements in reporting drug test results. The website shall have a login and logoff system. The system shall include a user ID, provide password protection, and maintain the required confidentiality of the drug testing process. The website shall allow users to sign off manually, and have an automatic log off system for periods of inactivity.

- (a) The website shall provide access to test results by individual report that includes, but is not limited to the following specimen information:
 - 1) Specimen Identification (including Offender Name, DC number, and barcode)
 - 2) Probation Officer or Warden's Name
 - 3) Date Specimen Collected by the Department
 - 4) Specimen Collection Site at the Department
 - 5) Date Specimen Received by Laboratory
 - 6) Initial Screen Results and date reported by Laboratory
 - 7) Initial Screen Threshold Level
 - 8) Certification of Certifying Scientist of the Initial Screen
 - 9) Confirmation and/or Special Test Results and date reported by Laboratory
 - 10) Confirmation and/or Special Test Threshold Level
 - 11) Confirmation Drug Concentration
 - 12) Certification of Certifying Scientist of the Confirmation and/or Special Test
 - 13) Current status of the Specimen
- (b) The website shall include a printable Chain-of-Custody form for each donor.
- (c) The website shall also provide access to statistical report data that shall include, but not be limited to:

- 1) Donor's test history
 - 2) Summary of all pending specimen results
 - 3) Summary of all tests requested by the Department
 - 4) Account and sub-account summary reports by office location
- (d) As industry technology advances, the method of database submission and/or notification of results to the Department shall be modified, as necessary, upon written request of the Department's Contract Manager, or designee.
- (e) The Vendor shall keep all information and records obtained in the course of providing services confidential and shall follow disclosure provisions of applicable Federal and State statutes and regulations including the Health Insurance Portability and Accountability Act (HIPAA), if applicable.
- (f) The Vendor shall maintain proper documentation for quality control and assurance, which can be inspected by the Department at any time, on site.
- (g) The drug testing data is co-owned by both the Department and the Vendor. The Vendor would provide the Department any needed audit information that may be requested of it by any authority.

2.7.6 Expert Testimony

- 2.7.6.1** The Vendor acknowledges testing services performed under the resulting Contract are for criminal justice offenders on legal supervision or inmates and as such, the Vendor may receive written/verbal requests or legal subpoenas from the Circuit Court, State Attorney's Office, Public Defender's Office, the Florida Commission on Offender Review, and/or other judicial entities to provide testimony regarding the testing services provided.
- 2.7.6.2** The Vendor shall ensure that qualified personnel are available to provide such expert testimony and that personnel responds timely and/or appear as stipulated in the request and/or subpoena.
- 2.7.6.3** The Vendor shall maintain communication and work cooperatively with the Circuit Court, State Attorney's Office, Public Defenders Office, the Florida Commission on Offender Review, and/or other judicial entities in providing educational materials and/or instructions concerning laboratory performance in providing test results, and general testing methodology.
- 2.7.6.4** The Vendor shall provide a central point of contact where Circuit Court, State Attorney's Office, Public Defender's Office, the Florida Commission on Offender Review, and/or other judicial entities may request technical assistance on litigation issues, and the methodology and accuracy of testing.
- 2.7.6.5** The Department is not responsible for payment regarding any legal hearings attended or other appearances/services made by the Vendor, however, the Vendor agrees to the following when requested from other judicial entities:
- 1) Telephone testimony will be provided upon request at a cost of \$100.00 per request regardless of length of time involved;

- 2) Litigation packages will be provided upon request at a cost of \$100.00 each; and
- 3) Video conferencing will be provided upon request at a cost of \$250.00 per request regardless of length of time involved. The Vendor reserves the right to bill the requesting authority for in-person expert witness testimony and fees.

2.7.7 Training Provided to Department Staff

2.7.7.1 The Vendor shall provide initial training in at least two (2) locations in each of the Department's four (4) regional areas of the state. Exact locations shall be mutually agreed upon by the Department's Contract Manager, Local Quality Assurance Coordinators, and the Vendor. The Department reserves the right to add one additional training site location, if deemed necessary.

2.7.7.2 The Vendor shall provide initial and on-going training, written instructions and materials covering all aspects of the laboratory services specified herein, including but not limited to:

- (a) Specimen collection procedures;
- (b) Instructions and precautions for shipping and handling specimens;
- (c) Chain of custody documentation;
- (d) Explanation of forms and collection supplies;
- (e) Communication with the laboratory;
- (f) Results reporting and any other pertinent topics; and
- (g) Expert testimony services.

2.7.7.3 Initial training shall be face to face or web-based and shall be completed prior to the Contract start date or within 180 days thereafter. On-going training shall be provided upon request of the Department. The Department shall designate the employees to receive initial and/or on-going training.

2.7.7.4 All training material provided by Vendor shall be reviewed by the Department's Contract Manager, or designee, and shall be provided in sufficient quantities, and electronic form.

2.7.8 Continuity of Service

The Vendor recognizes that the services under the Contract resulting from this RFP are vital to the Department and shall be continued without interruption and that, upon Contract expiration, a successor, either the Department or another Vendor, may continue the services. The Vendor agrees to exercise its best efforts and cooperation in an orderly, efficient transition from the incumbent to a successor, and such transitions shall be executed at no additional cost to the Department.

2.8 Vendor's Staffing Requirements

2.8.1 Staff Levels and Qualifications

- 2.8.1.1 The Vendor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services are highly trained and qualified. Additionally, the Vendor shall liaise with and maintain a good working relationship with the judiciary, criminal justice system, Department staff, and the community, if required to support the Contract.
- 2.8.1.2 The Vendor shall not provide individuals possessing "temporary work visas" to fill positions under the resultant Contract.
- 2.8.1.3 All Vendor staff or subcontractor staff providing services under the Vendor, shall have the ability to understand and speak English to allow for effective communication between Vendor staff and Department staff and inmates.

2.8.2 Conduct and Safety Requirements

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

- 2.8.2.1 The Vendors staff shall not display favoritism to, or preferential treatment of, one offender, group of offenders, or inmates over another.
- 2.8.2.2 The Vendor's staff shall not interact with any offender or inmate except in a relationship that supports services under the resulting Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an offender or inmate, or an offender's or 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 any violations, or attempted violation, of these restrictions. In addition, no staff member shall give any gifts, favors, or services to offenders or inmates, their families, or close associates.
- 2.8.2.3 The Vendor's staff shall not enter into any business relationship with offenders or inmates, or their families (example – selling, buying, or trading personal property), or personally employ them in any capacity. 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 offender inmate or being served, or their family or close associates, except for those activities that are to be rendered under the resulting Contract.
- 2.8.2.4 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.
- 2.8.2.5 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 resulting Contract.

- 2.8.2.6** The Vendor shall report any incident described above, or requiring investigation by the Vendor, in writing, to the Department's Contract Manager, or their designee, within 24 hours of the Vendor's knowledge of the incident.

2.8.3 Staff Background/Criminal Record Checks

- 2.8.3.1** 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 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 to 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.
- 2.8.3.2** 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.
- 2.8.3.3** 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.
- 2.8.3.4** The Vendor shall not permit any individual to provide services under the resulting Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. The objective of this provision is to ensure that no employee of the Vendor, under any such legal constraint, has contact with or access to any records of Departments' offenders and inmates.
- 2.8.3.5** 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.
- 2.8.3.6** The Vendor shall immediately report any new arrest, criminal charges or convictions of a current employee under the resultant Contract.

2.8.3.7 Note that 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 full written report to the Department's Contract Manager, or designee within 24 hours 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, or 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.

2.8.3.8 The Vendor shall comply with the Department's Procedure 208.013, Outside Employment, when hiring both current and former Department employees.

2.9 General Reporting Requirements

2.9.1 The Vendor shall submit the following written reports, upon request. These reports shall be in a format to be approved by the Department's Contract Manager, or designee. The Department reserves the right to modify reporting requirements as necessary, upon 30 days' written notification to the Vendor.

2.9.2 Quality Assurance Review Report: This report shall be sorted by Region, Judicial Circuit, and service locations, and shall provide statewide, Region, Judicial Circuit, and service location totals. Upon request, the report shall include, but not be limited to the following:

- (a) Specimen Identification (including Offender Name, DC #, and barcode)
- (b) Probation Officer's Name
- (c) Date Specimen Collected by FDC
- (d) Site Specimen Collected at by FDC
- (e) Date Specimen Received by Laboratory
- (f) Initial Screen Results and Date Reported by Laboratory
- (g) Initial Screen Threshold Level
- (h) Confirmation and/or Special Test Results and date reported by Laboratory
- (i) Confirmation and/or Special Test Threshold Level
- (j) Confirmation Drug Concentration
- (k) Turnaround time

2.9.3 The Quality Assurance Review Report (s) shall also contain totals and percentages for the following:

- (a) Specimen Status
- (b) Class Analyte
- (c) Validity Test and Abnormal Rate
- (d) Turnaround
- (e) Positive Rate
- (f) Abnormal Rate Class of Analyte

2.9.4 All information and data on reports will remain the property of the Department, and shall not be released to other agencies or individuals without prior written consent of the Department's Contract Manager, or designee.

2.9.5 The Vendor shall provide the Department ad hoc reports, upon request of the Department's Contract Manager, or designee.

2.10 Value-Added Services

Value-added services include any services the Vendor offers to provide as part of the resulting Contract, that clearly exceed the minimum requirements of service delivery and/or that may be unknown to the Department at this time.

Any value-added service proposed by the Vendor may become a requirement of the Department, if accepted by the Department, and be a part of the minimum service specifications contained in the resulting Contract.

2.11 Deliverables

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

- a. Satisfactory performance, as determined by the Department, of drug testing service tasks in accordance with Section 2.7, Services to be Provided; and
- b. Reports as required in Section 2.9, General Reporting Requirements.

2.12 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 Contract resulting from this RFP. Therefore, the Department has developed the following Performance Measures which shall be used to measure the Vendor's performance and delivery of services.

The Vendor shall comply with all Contract terms and conditions upon Contract execution, and the Department will monitor this compliance upon implementation of services to ensure that Contract requirements are being met. The Vendor will be responsible for ensuring that all subcontractors who provide services adhere to all terms and conditions of the Contract executed as a result of this RFP.

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.

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 of assessment. Within 10 days of receipt of a written notice of demand for 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 due, on the next monthly invoice following imposition of consequences; documentation of the amount of consequences imposed shall be included with the invoice.

2.12.1 Performance Measure #1 – Electronic Transmission of Results

Expectation: 95% of testing results must be electronically transmitted by the Vendor, as required, after completion of the analysis by the laboratory.

Measure Duration: Quarterly

Financial Consequences: If the Vendor fails to meet this Performance Measure, the Department will impose financial consequences in the amount of \$1,000, per percentage, or portion thereof, below 95%.

2.12.2 Performance Measure #2 – Turnaround Time

Expectation: 98% of standard drug test results must be reported by the Vendor to the Department within three (3) business days upon receipt of the request from the Department to conduct an initial test or confirmation on a standard drug(s)

Measure Duration: Quarterly

Financial Consequences: If the Vendor fails to meet this Performance Measure, the Department will impose financial consequences in the amount of \$1,000.00 per percentage, or portion thereof, below 98%.

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 execution of any Contract resulting from this RFP, the Vendor hereby acknowledges and agrees that its performance under the resulting Contract shall meet the standards set forth above. Any failure by the Vendor to achieve the Performance Measures identified above will result in assessment of the identified 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.

2.13 Monitoring Methodologies

The Department 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 2.12 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 this Contract and in determining compliance with Contract terms and conditions:

- a. Site Visits (announced and/or unannounced);
- b. Review of participant files to ensure delivery of required services;
- c. Desk review 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 whether random or statistical);
- d. Interviews with Vendor, participants and/or Department staff; and

- e. Review of monitoring, audits, investigations, reviews, evaluations or other actions by external agencies, as applicable.

The Department's Contract Manager will provide a written monitoring report to the Vendor following the monitoring visit.

When issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Vendor. The Department's Contract Manager will require the CAP to be submitted to the Department's Contract Manager within 30 calendar days, or less, of receipt of the monitoring report, depending on the seriousness of the non-compliance issue. If necessary, a follow-up monitoring visit will be scheduled by the Department's Contract Manager, at which time, full contractual compliance must be met. Failure to correct deficiencies, as outlined in the monitoring report, may result in a determination of breach of Contract, and termination of services.

2.14 HIPAA Business Associate Agreement

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

2.15 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(1), 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 (5) 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 §[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.

2.16 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.

2.17 Financial Specifications

2.17.1 Funding Source

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

2.17.2 Invoicing and Payment of Invoices

Any resulting Contract will be at a fixed-rate. The Department will compensate the Vendor for services, as specified in Attachment I, Cost Information 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 2.9, 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 Cost Information Sheet, and dates of service.

2.18 Modifications 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 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 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

Stacey Lynn, 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).

3.3 Cost of Proposal 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 bound and be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this RFP. Elaborate 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, 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 complete Cost Information Sheet must be sealed in a separate envelope, but may be included in the package with the Proposal;
- Submit one (1) signed original Proposal, five (5) hard copies, and six (6) electronic copies, in 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 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.**

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 Attachment III, Certification Attestation Page, and insert it under **Tab A** of the Proposal.

3.6.1.3 It is mandatory that the Vendor sign and submit the Attachment IV, Facility/Site

Requirements Certification/Attestation Page, and insert it under **Tab A** of the Proposal.

- 3.6.1.4** It is mandatory that the Vendor complete, sign and submit the Cost Information Sheet (Attachment I). The Attachment I, Cost Information Sheet, should be sealed separately, but should be able to be easily inserted into **Tab E** upon the Cost Proposal opening.

3.6.2 Tab A – Executive Summary

The Proposal should 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 Vendor's understanding of, and intent to comply with, the requirements set forth in the RFP. The Executive Summary shall be signed by a representative of the Vendor authorized to bind the corporate entity submitting the Proposal and should be inserted under **Tab A** of the Proposal. The Executive Summary should also contain information addressing each of the following requirements:

- 3.6.2.1** 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 subcontractor) the subcontractor has had in the past three years.
- 3.6.2.2** 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 Florida Secretary of State's Office.
- 3.6.2.3** 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.
- 3.6.2.4** 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 resulting 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.
- 3.6.2.5** 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.

- 3.6.2.6** 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.
- 3.6.2.7** A statement indicating whether it, its parent company, any of its corporate officers, affiliates, divisions, or subdivisions, or any facilitates, divisions, or subdivisions of its parent company is currently the subject of an investigation by a state, federal, or other governmental agency.
- 3.6.2.8** The Vendor's email address or a statement certifying that an email address will be available for the Contractor's Representative by the start date of any contract resulting from this RFP.
- 3.6.2.9** The Vendor shall sign, have certified by a notary public, and return Attachment III, Certification/Attestation Form.
- 3.6.2.10** The Vendor shall sign and submit Attachment IV, Facility/Site Requirements Certification/Attestation Page.

3.6.3 Tab B - Business/Corporate Experience and Qualifications

The purpose of this Tab is to provide the Department with a basis for determining the Vendor's competence and experience to undertake a project of this size. The Department is not interested in a voluminous description of previous Contracts but rather a concise and thorough description of relevant information, background and experience as specified herein.

The Vendor shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the Proposal under this RFP that will be performing as "the Vendor" and insert it under **Tab B**.

3.6.3.1 Narrative/Record of Past Experience

The Vendor shall have three (3) years of business/corporate experience within the last five (5) years providing administering/managing laboratory drug testing services comparable to the requirements of this RFP. 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 specifically include:

- a. A narrative description of the Vendor's experience administering/managing laboratory drug testing services over the past 10 years, with dates of service delivery clearly identified. During all times material to this experience requirement, the Vendor shall have been an appropriately licensed, certified, laboratory and shall have had an

appropriately licensed/certified staff to supervise, and oversee the delivery of laboratory services.

- b. The Vendor shall provide the physical location and address of all their maintained laboratories, providing services under any resulting Contract, to the Department and provide a copy of each laboratory's SAMHSA certification, and outline their participation in the National Laboratory Certification Program, as required by SAMHSA.
- c. A description of the type of population served, including but not limited to, an estimated total population served annually, and the demographics of that population.
- d. A current copy of all required State and federal licenses, permits, and registrations including, but not limited to, the following:
 1. Face-sheet of the Vendor's current insurance policy showing sufficient coverage, as indicated in Section 4.4 of this RFP; and
 2. Any applicable State and/or federal licenses related to services provided under this RFP.
- e. The Vendor's business plan and administrative structure. The Vendor's organizational structure shall be described with clear lines of authority depicted.
- f. A list of all drug testing service contracts current and/or past (within the last 10 years) that fully demonstrate/illustrate that the Vendor has the experience, and ability to completely and timely perform all services contemplated by this RFP. This must include the name and current telephone number, email address, and mailing address, for the specified Contract Manager for each identified Contract. If voluminous, no more than 10 contracts related to the scope of service shall be listed.
- g. A summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience (i.e., specialized accreditations, grant awards, etc.).
- h. If the Vendor intends to use subcontractors, this Section shall 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.
- i. A list of all Contracts within the last 10 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. Reached a mutual agreement on termination prior to the original contracted expiration date, and all reasons for such actions; and/or.

3. 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. Statement shall include complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract.

- j. A summary of any penalties or sanctions imposed, or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state or regulatory agency against the proposer, proposer's corporate staff, or any entity affiliated with the proposer, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the proposing entity including work as a partner, joint venture or subcontractor (Proposer shall identify the amount of any payments or fines imposed in regard to any of the foregoing).
- k. A Summary of any ongoing litigation with an indication as to whether a negative outcome would have potential material impact on the Vendor, its parent company, corporate officers, affiliates, divisions, or subdivisions. If none, then the Vendor should provide a statement to that effect.

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

3.6.3.2 Business/Corporate Background

The following corporate details for the Vendor and each Subcontractor, if applicable, should be provided.

- a. date established;
- b. ownership (public company, partnership, subsidiary, etc.);
- c. list of all officers of the laboratory indicating the percentages of ownership of each officer, and the names of the Board of Directors, if applicable;
- d. primary type of business and the number of years conducting primary business;
- e. total number of employees; and
- f. national accreditations, memberships in professional associations, or other similar credentials.

3.6.3.3 Business/Corporate References

The Vendor should furnish references with their Proposal, utilizing the form provided as Attachment V, 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.

Department staff cannot be utilized as a reference for the Vendor to meet the requirements 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 Tab 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, and operation of a project of this size and scope. The Vendor shall supply the information requested in this section and insert it under **Tab C** of the RFP.

3.6.4.1 Key Management Personnel and Qualifications

The Vendor shall provide information and/or documentation regarding the specific staff who will be directly responsible for administration, or administrative oversight, of the resulting Contract, and for provision of services requested under this RFP (i.e. Certifying Scientist, Laboratory Director, Director, Laboratory Supervisor, Laboratory's Expert Witness, etc.)

- 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 one (1) year experience as a CEO of a corporation, regularly engaged in the provision of laboratory collections and drug testing services. The Vendor should provide information and/or documentation regarding the qualifications and experience of the Chief Executive Officer (or equivalent title).
- b) **Key Management Personnel and Qualifications-** The Vendor shall provide information and/or documentation regarding the specific staff who will be directly responsible for administration, or administrative oversight, of the resulting Contract, and for provision of services requested under this RFP (i.e. Certifying Scientist, Laboratory Director, Laboratory Supervisor, Laboratory's Expert Witness, etc.)
- c) **Technical Personnel-** The Vendor shall provide the appropriate training and skills to conduct forensic toxicology testing, and shall be licensed and meet all state requirements, if applicable. Documentation of training and skills shall be maintained by the laboratory and be made available upon request by the Department.
- d) **Organizational Structure-**The Vendor should provide an organizational chart outlining the hierarchy of key project personnel (i.e. Laboratory Director, Laboratory Supervisor, etc.), and the proposed staffing plan for the supervision and delivery of the services proposed.

3.6.4.2 General Staff Requirements

3.6.4.2.1 Job Descriptions

The Vendor shall provide a narrative description of proposed staff and organizational structure, along with an organizational chart identifying the key staff who will be assigned to accomplish the work required by this RFP illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.

The Vendor shall provide a personnel roster listing the names of key staff it will assign to perform duties or services required by this RFP, and must follow the personnel roster with a resume' for each of the staff listed.

The Vendor should provide a current job description for any management, or supervisory positions, identified by the Vendor who will have primary job responsibilities related to the delivery of laboratory services under this RFP.

3.6.4.2.2 Resumes

The Vendor shall provide a current resume for all key staff and CEO. Resumes must include the staff's name, title, employment history, for all relevant and related experience, and all education and degrees (including specific dates, names of employers, and educational institutions).

3.6.4.2.3 Staffing Schedule

The Vendor will provide the following:

- a. A list of all titles in the organization that will provide any administrative oversight, management, and support under any resulting 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 staffing schedule which reflects the number of staff and the position titles of individuals who will be working, five days a week, during normal business hours, 8:00 a.m. to 5:00 p.m., Eastern Time;
- c. Prior history of staff retention, and what incentives and benefits are provided to retain staff; and
- d. 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 resulting Contract.

3.6.5 Tab D – Technical Proposal/Service Delivery Approach

The Vendor shall provide a narrative Service Delivery Approach identifying how it will meet the requirements of this RFP. The response should fully describe the Vendor's methodology for meeting the Department's requirements for service delivery, outlined in Section 2, specifically addressing the Vendor's technical specifications and approach to providing laboratory services. 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 laboratory to conduct these services as specified in this RFP. 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.

- 3.6.5.1** The Vendor shall describe the supplies and instruction materials that will be provided to the Department for collecting, preparing and packaging urine specimens, and describe how it will ensure an adequate amount of supplies are stocked and available with 10 business days of request to serve each and every Department location
- 3.6.5.2** The Vendor shall describe its courier service, and if courier provides numbered, transmittal/tracking documents to verify shipment status at all times, including pick-up and delivery dates and times and signatures.
- 3.6.5.3** The Vendor shall describe its process for providing written instructions of the shipping process and tracking system, including how to access the tracking system, to Department service locations.
- 3.6.5.4** The Vendor shall describe its chain-of-custody procedures and how they make sure the results are correctly matched to the person who provided the specimen and how the transfer of specimens are made in a manner to preserve the chain-of-custody.
- 3.6.5.5** The Vendor shall describe the equipment and technology they propose to use that would provide the most effective, efficient, and practical method of drug testing for the Department and provide independent information on the accuracy of this type of technology. Submit a copy of the report from its last proficiency test.
- 3.6.5.6** The Vendor shall describe how its testing standards ensure the integrity and validity of its testing process.
- 3.6.5.7** The Vendor shall describe its process for handling positive drug tests and the methodology/chemical analysis procedure they generally employ for confirmation testing. How do they plan to distinguish between illegal and over-the-counter drugs, e.g. amphetamines?
- 3.6.5.8** The Vendor shall describe its process for reporting test results within the timeframes outlined in Section 2.8.4, Test Documentation and Results
- 3.6.5.9** The Vendor shall describe its process for submitting written notification of individual test results to the requesting office location by electronic transmission.
- 3.6.5.10** The Vendor shall describe its process of transmitting individual drug test results data electronically, and the format and the method of retrieving drug testing results from a secure website that meets all federal laws and requirements in reporting drug test results via the Internet, as described in Section 2.8.4.3.

- 3.6.5.11** The Vendor shall describe any automated information systems they will use. What performance data do they track and monitor? Describe or provide samples of any automated reports that it would be able to supply to the Department.
- 3.6.5.12** The Vendor shall describe its experience giving expert testimony and defending its laboratory's results in various court/legal proceedings.
- 3.6.5.13** The Vendor shall describe its laboratory's ability to store positive specimens for a minimum of one (1) year and negative specimens for a minimum of seven (7) days, and the ability to retrieve specimens from storage upon request by the Department to conduct further testing, if needed.
- 3.6.5.14** The Vendor shall describe its laboratory's ability to customize invoices to meet the needs of Community Corrections Drug Testing Program, separate customized invoices for the Inmate Drug Testing Program, and the laboratory's ability to submit electronic invoices.
- 3.6.5.15** The Vendor shall describe its plan to achieve the stated performance measures and avoid financial consequences as stated in Section 2.14 of this RFP.
- 3.6.5.16** The Vendor shall describe how it will ensure the required training will be conducted for Department staff and identify the method of training that will be utilized (i.e. face to face, web-based training) during implementation, startup and on-going training.
- 3.6.5.17** The Vendor shall describe how its laboratory will maintain a physical facility or facilities that meets all applicable federal, State, and local requirements, to operate a laboratory and maintain the required SAMHSA certification.
- 3.6.5.18** The Vendor will describe how it will meet the General Reporting Requirements as stated in Section 2.9 of this RFP.
- 3.6.5.19** The Vendor will Describe how it will provide printable Chain-of-Custody Forms from its secure website for each inmate/offender/donor.
- 3.6.5.20** Value-Added Services: The Vendor should provide with their Proposal, a detailed description of any value-added services the Vendor is offering the Department.

3.6.6 Tab E – Cost Information Sheet

Attachment I, Cost Information Sheet, 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 Proposal 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 Information Sheet 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 Information Sheet must be sealed separately, but shall 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 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 should provide the page number(s) (in Column 2) for the requested information located in the Evaluation Criteria (Attachment X), 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 should indicate at the top of each sheet the Vendor's name.** Please 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 to ensure a Proposal is responsive and responsible. If the Proposal is responsive and responsible, the Proposal will then be evaluated and scored, based on Attachment X, Evaluation Criteria . Evaluation criteria will be used by the Evaluation Team to designate the point value assigned to each Proposal for Category 1 - Business/Corporate Experience and Qualifications, Category 2 - Project Staff, and Category 3 - Service Delivery Approach.

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 1 - Business/Corporate Experience and Qualifications – Tab B	100 points
Category 2 - Project Staff – Tab C	100 points
Category 3 - Service Delivery Approach – Tab D	400 points
Cost Points – Tab E	400 points
TOTAL POSSIBLE POINTS	1,000 points

3.8.1.1 Evaluators will independently score each criterion within a category.

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 to determine final scores

Attachment X, Evaluation criteria, includes the questions that have been developed for evaluation of each category. A score should be assigned to 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 Grand Total Weighted Price will receive 400 points. All other Vendors will receive Cost Points according to the following formula:

$$(N / X) \times 400 = Z$$

Where: N = Lowest Grand Total Weighted Price Received by any Proposal.
X = Vendor's Grand Total Weighted Price
Z = Points awarded

3.9 Basis of Award

The Department anticipates awarding one (1) statewide Contract from this RFP to the responsible and responsive Vendor who receives the most Total Points. 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.

3.10 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.

3.11 Posting of Notice of Agency Decision

The Department shall post a public notice of agency action when the Department 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 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.

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.

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.

Acknowledge acceptance on the Certification/Attestation Form, Attachment III.

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.

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-1.030, 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 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 provider 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 Provider. The Provider 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 Vendor 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., Vendor agrees the Department may immediately terminate the Contract for cause if the Vendor is found to have submitted a false certification or if Vendor 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 F.A.C., Rules 28-110.003 and 28-110.004. Filings received after regular business hours (8:00am to 5:00pm) 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 Department of Management Services, 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 Bidders, 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 Department's Contract Administrator, and should identify participation by diverse Bidders and suppliers as prime Bidders, 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 Bidder utilized during the period, the commodities and services provided by the each, and the amount paid to each under the terms of any Contract resulting from this solicitation.

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 working 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 working days will result in a penalty to be paid by the Vendor to the subcontractor in the amount of ½ of 1% 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 resulting Contract. 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 resulting Contract, the Vendor shall furnish the Department's 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.

If the Vendor is a state agency or subdivision as defined in Section 768.28, F.S., the Vendor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

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 Proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Proposal 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 resulting Contract, 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 resulting Contract 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 Contract resulting from this solicitation, 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 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract resulting from this RFP or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

4.24 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' Toll Free Hotline, 800-342-2762.

**ATTACHMENT I
COST INFORMATION SHEET
FDC RFP-18-113**

Description Of Service	Unit Price Per Test		Estimated Qty of Tests per year*	Estimated Total Cost per Year		Weight	Total Weighted Price Per Year
8-PANEL DRUG TEST-Alcohol/Cocaine (cocaine and metabolites)/ Opiates (codeine, morphine, hydrocodone, hydromorphone, oxymorphone, (oxycodone) Cannabis (cannabinoids-THC)/ Benzodiazepines (Oxazepam, Temazepam, alpha-Hydroxyalprazolam, Lorazepam, Nordiazepam)/ Barbiturates (butalbital, amobarbital, secobarbital, pentobarbital, Phenobarbital/ Amphetamines (Amphetamine, Methamphetamine) (MDMA,MDA,MDEA)	\$ _____	X	650	\$ _____	X	2.5%	\$ _____
10-PANEL DRUG TEST-Alcohol/Cocaine (cocaine and metabolites)/ Opiates (codeine, morphine, hydrocodone, hydromorphone, oxymorphone, oxycodone)/ Cannabis (cannabinoids-THC)/ Benzodiazepines (Oxazepam, Temazepam, alpha-Hydroxyalprazolam, Lorazepam, Nordiazepam)/ Barbiturates (butalbital, amobarbital, secobarbital, pentobarbital, Phenobarbital/ Amphetamines (Amphetamine, Methamphetamine)(MDMA,MDA,MDEA)/ PCP/Methadone	\$ _____	X	110	\$ _____	X	2.5%	\$ _____
CONFIRMATION TEST, PREVIOUSLY SCREENED BY VENDOR'S LABORATORY Alcohol/Cocaine (cocaine and metabolites)/ Opiates (codeine, morphine, hydrocodone, hydromorphone, oxymorphone, oxycodone)/ Cannabis (cannabinoids-THC)/ Benzodiazepines (Oxazepam, Temazepam, alpha-Hydroxyalprazolam, Lorazepam, Nordiazepam) / Barbiturates (butalbital, amobarbital, secobarbital, pentobarbital, Phenobarbital/ Amphetamines (Amphetamine, Methamphetamine) (MDMA,MDA,MDEA)/ PCP/Methadone	\$ _____	X	3,440	\$ _____	X	20%	\$ _____
CONFIRMATION TEST, PREVIOUSLY SCREENED WITH AN ON-SITE TEST BY THE DEPARTMENT-Alcohol/Cocaine (cocaine and metabolites)/ Opiates (codeine, morphine, hydrocodone, hydromorphone, oxymorphone, oxycodone)/ Cannabis (cannabinoids-THC)/ Benzodiazepines (Oxazepam, Temazepam, alpha-Hydroxyalprazolam, Lorazepam, Nordiazepam) / Barbiturates (butalbital, amobarbital, secobarbital, pentobarbital, Phenobarbital/ Amphetamines (Amphetamine, Methamphetamine) (MDMA,MDA,MDEA)/ PCP/Methadone	\$ _____	X	12,903	\$ _____	X	75%	\$ _____
Grand Total Weighted Price (for Award Purposes Only)							\$ _____

* Estimated quantities for award purposes only. Payment will be made at the awarded Unit Price Per Test.

NAME OF VENDOR

FEDERAL IDENTIFICATION NUMBER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Date

**ATTACHMENT II
 ADDITIONAL SERVICES COST INFORMATION SHEET
 FDC RFP-18-113**

Instructions for Attachment II

The Vendor should provide a unit price per test for additional services.

ALCOHOL		Price Per Test
A	Alcohol Screen	\$ _____
B	Alcohol Confirmation (Test was Previously Screened by the Vendor's Laboratory)	\$ _____
C	Alcohol Positive Laboratory Screen and Confirmation (Bundle Cost)	\$ _____
SPECIAL TESTS (Requires Department's Special Test Request Form)		Price Per Test
A	Lysergic Acid Diethylamide (LSD) Immunoassay Screen	\$ _____
B	Confirmation (GC/MS) if screened positive for LSD	\$ _____
C	Anabolic Steroids GC/MS Screening/Confirmation	\$ _____
D	Gamma Hydroxybutric (GHB) Screen	\$ _____
E	Gamma Hydroxybutric (GHB) Confirmation	\$ _____
F	6-Acetymorphine (6-AM) Heroin metabolite	\$ _____
G	Synthetic Cannabinoids –Spice (cost includes the confirmation)	\$ _____
H	Bath Salts (cost includes the confirmation)	\$ _____
I	Other Drugs and Synthetic Drugs (cost includes the confirmation)	\$ _____
J	D/L Isomer GC/MS	\$ _____
K	Oral Screens	\$ _____
L	Oral Confirmations	\$ _____
M	Buprenorphine	\$ _____
N	Fentanyl	\$ _____

These are additional tests which may or may not be ordered by the Department, and will not be included in the Basis of Award. **These values will not be used to calculate Cost Points awarded.**

This Additional Services Cost Information Sheet shall be signed and completed in its entirety.

 NAME OF VENDOR'S ORGANIZATION

 FEDERAL IDENTIFICATION NUMBER (FEID)

 SIGNATURE OF AUTHORIZED REPRESENTATIVE

 PRINTED NAME OF AUTHORIZED REPRESENTATIVE

 DATE

**ATTACHMENT III
CERTIFICATION/ATTESTATION PAGE
FDC RFP-18-113**

1. **Business/Corporate Experience:** This is to certify that the Vendor has a minimum of three (3) years' of business and/or corporate experience within the last five (5) years' relevant in the provision of administering/managing laboratory drug testing services.
2. **Authority to Legally Bind the Vendor:**
This is to certify that the person signing the Attachment I, Cost Information 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__.

Personally Known ___ OR Produced Identification ___ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

**ATTACHMENT IV
FACILITY/SITE REQUIREMENTS CERTIFICATION/ATTESTATION PAGE
FDC RFP-18-113**

Each item listed below is a facility site requirement for each laboratory. The Vendor shall certify, by initialing next to each requirement that the facility has met these requirements. Prior to final Contract execution and implementation of services, the Department will verify that the awarded Vendor's facility have complied with the requirements of Section 2.6, and Attachment IV, "Facility/Site Requirements Certification/Attestation Page" of this RFP and all applicable county and city zoning requirements.

A separate form is required for each location.

Facility Site Requirement	Vendor's Initials
The facility has the appropriate license and or certifications to conduct laboratory services.	
The facility has the appropriate SAMHSA certifications to conduct laboratory services.	
The facility is currently zoned appropriately for the provision of laboratory services.	

Facility Site Address: _____

Dated this _____ day of _____, 20_____.

Name of Organization: _____

Signed by: _____

Name and 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 V

**BUSINESS/CORPORATE REFERENCE FORM
FDC RFP-18-113**

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 VI
REFERENCE QUESTIONNAIRE
FDC RFP-18-113**

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 laboratory 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 clients served?

3. Did this entity act as the 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 laboratory 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 VII
BUSINESS ASSOCIATE AGREEMENT FOR HIPAA
FDC RFP-18-113**

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 seventy-two (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 of 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 VIII
CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC RFP-18-113**

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 IX
VENDOR'S CONTACT INFORMATION
FDC RFP-18-113**

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: _____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**ATTACHMENT X– EVALUATION CRITERIA
FDC RFP-18-113**

VENDOR NAME _____				
RFP Section Reference	Page Number(s) Information is Included To be completed by Vendors	Evaluation Criteria	Total Possible Points	Points Awarded Completed by Evaluators
Category I – Business/Corporate Experience and Qualifications Tab B (Possible Points 100)				
3.6.2		1. How extensive is the Vendor’s written Transmittal Letter with Executive Summary, (Tab A)? (Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)	10	
3.6.2 3.6.3		2. To what extent do the Vendor’s corporate qualifications, and past experience, demonstrate it has the required three (3) years business/corporate experience within the last five (5) years relevant to the provision of laboratory drug testing services, to determine the presence of alcohol and/or controlled substance(s) of offenders and or inmates, and its sufficient ability to perform under a Contract resulting from the RFP? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
3.6.2 3.6.3 3.6.3.1		3. To what extent does the Vendor demonstrate experience relevant to the provision of services described in this RFP including any past Contracts providing these services? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
3.6.3 3.6.3.2 3.6.3.3		4. How extensive is the Vendor’s experience as detailed in the its summary of exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience, including grant awards, commendations or community recognition? (Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)	10	
2.3.3 2.6.2 3.6.2.2 3.6.2.4 3.6.3.1		5. Does the Vendor comply with all necessary required certifications, and licenses, to conduct laboratory drug testing? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
2.6.2 3.6.3.1 (b) 3.6.5.17		6. To what extent does it appear the Vendor has the ability and understanding to maintain and comply with the Substance Abuse Mental Health Services Administration (SAMHSA) certification requirement as stated in the RFP? (Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)	10	
Total Points Awarded - Category I –				_____

RFP Section Reference	Page Number(s) Information is Included To be completed by Vendors	Evaluation Criteria	Total Possible Points	Points Awarded Completed by Evaluators
Category II – Project Staff Tab C (Possible Points 100)				
2.9.3.5 3.6.4		1. To what extent does the Vendor demonstrate the ability to recruit, hire, and train, and retain staff for this service, and their understanding of the Department’s role in approving an individual for work under the resulting Contract? (Poor – 2.5; Adequate –5.0; Good – 7.5; Exceptional – 10)	10	
3.6.4.1 (d)		2. To what extent does the Vendor’s organizational chart reflect the hierarchy of key personnel for a Contract proposed under this RFP? (Poor – 2.5; Adequate –5.0; Good – 7.5; Exceptional – 10)	10	
3.6.4.2.1		3. To what extent do the Job Description(s) submitted for all positions 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 – 2.5; Adequate –5.0; Good – 7.5; Exceptional – 10)	10	
3.6.4.2.2		4. To what extent does the Vendor’s information and resumes demonstrate the qualifications, abilities and experience of required personnel to effectively provide administrative oversight of a contract resulting from this RFP. (Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
1.4 2.8.6 2.8.7 3.6.5 3.6.5.12		5. How well does the Vendor describe its experience as expert witnesses, and the need for experienced staff for expert testimony in court proceedings? (Poor – 7.5; Adequate – 15; Good – 22.5; Exceptional – 35)	35	
3.6.4.2.3		6. How well does the Vendor describe its plan to maintain adequate staffing during normal working hours (8:00 a.m. to 5:00 p.m., Eastern Time), at the laboratory’s site(s), to conduct laboratory testing and confirmation testing daily? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
Total Points Awarded - Category II –				_____

RFP Section Reference	Page Number(s) Information is Included To be completed by Vendors	Evaluation Criteria	Total Possible Points	Points Awarded Completed by Evaluators
Category III – Service Delivery Approach Tab D (Possible Points 400)				
2.9.2 3.6.5		1. How sufficient is the Vendor’s written description regarding staff rules of conduct and employment regulations in this RFP, does the description include a plan for the Vendor to provide training regarding staff conduct and employment regulations to their staff, and how will the Vendor monitor staff adherence to the requirement? (Poor – 3.75; Adequate –7.50; Good – 11.25; Exceptional – 15)	15	
2.8.4 3.6.5		2. To what extent does the Vendor’s plan describe ability to provide all test results within the reported specified time outline in the RFP? (Poor – 8.75; Adequate – 17.50; Good – 26.25; Exceptional – 35)	35	
1.4 2.8.6 3.6.4.1 3.6.5.12		3. How detailed is the Vendor’s plan regarding attendance of hearings for the provision of judicial entities as specified in the RFP? (Poor – 8.75; Adequate – 17.50; Good – 26.25; Exceptional – 35)	35	
1.4 2.8.4.2 2.8.5 3.6.5.9 3.6.5.10		4. To what extent does the Vendor’s plan describe its capability to customize and report individual testing results? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
1.4 2.8.4.2 2.8.5 3.6.5.9		5. How adequate is the Vendor’s process for submitting written notification of individual test results to the requesting office location by electronic transmission? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
2.6 3.6.1.3 3.6.5.17		6. How thorough is the Vendor’s response regarding maintenance of a physical facility that meets all applicable federal, state and local regulations (e.g. building codes), and payment of all costs associated with local, state, and federal licenses, permits, certification(s), and inspection fees required to operate a laboratory? (Poor – 3.75; Adequate –7.50; Good – 11.25; Exceptional – 15)	15	
2.10 2.12 3.6.5.18		7. How adequate is the Vendor’s written description regarding how it will meet the reporting requirements in this RFP, and does the description include the methodology for complying with each of these requirements? (Poor – 5; Adequate – 10; Good – 15; Exceptional –20)	20	

RFP Section Reference	Page Number(s) Information is Included To be completed by Vendors	Evaluation Criteria	Total Possible Points	Points Awarded Completed by Evaluators
Category III – Service Delivery Approach Tab D (Possible Points 400) (continued)				
1.4 2.2 2.7 2.8.3.3 2.8.3.4 3.6.5.7		8. How adequate and appropriate is the Vendor’s methodology/chemical analysis procedure for confirmation testing, and how does the Vendor propose to distinguish between illegal and over-the-counter drugs, i.e. methamphetamines? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
2.8.3.1 3.6.5.6		9. Rate how adequate is the Vendor’s testing standards in ensuring the integrity and validity of their testing process? (Poor – 5; Adequate – 10; Good – 15; Exceptional –20)	20	
3.6.5.5 3.6.5.7		10. How adequate and appropriate is the Vendor’s equipment and technology in providing an effective, efficient and practical method of drug testing for the Department? (Poor – 3.75; Adequate –7.50; Good – 11.25; Exceptional – 15)	15	
2.13 3.6.5.15		11. How extensive is the Vendor’s written plan for the achievement of the performance measures and avoidance of financial consequences as set forth in this RFP? (Poor – 3.75; Adequate –7.50; Good – 11.25; Exceptional – 15)	15	
1.4 2.8.7 3.6.5.16		12. How thorough is the Vendor’s training plan for Department staff? (Poor – 3.75; Adequate –7.50; Good – 11.25; Exceptional – 15)	15	
2.8.4.5 3.6.5.10		13. How extensive is the Vendor’s description of providing individual test results data electronically to the Department in a method that is secure that allow the Department to retrieve drug testing results from a secure website, while meeting all federal laws and requirements in reporting drug test results via the internet? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
2.8.5 3.6.5.19		14. How extensive is the Vendor’s description of providing a printable custody form from a secure website? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	

RFP Section Reference	Page Number(s) Information is Included To be completed by Vendors	Evaluation Criteria	Total Possible Points	Points Awarded Completed by Evaluators
Category III – Service Delivery Approach Tab D (Possible Points 400) (continued)				
2.7.3.4 2.7.3.5 2.8.4 3.6.5.13		15. How detailed is the Vendor’s written description regarding storage of positive specimens for future laboratory testing, if requested by the Department; is the duration of storage for positive specimens one (1) year and negative specimens seven (7) days? (Poor – 5; Adequate – 10; Good – 15; Exceptional –20)	20	
1.2 2.2 2.6.1 2.7.4 3.6.5.1		16. How adequate and appropriate is the Vendor’s plan for providing supplies to the servicing areas for the Institution Delivery Sites and the Community Supervision Delivery Sites as specified in this RFP? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
2.4 2.73 3.6.5.2		18. How extensive is the Vendor’s description of their courier service that will provide specimen transport within 48 hours of collection, excluding weekends and holidays, at the Vendor’s expense. How well does the Vendor ensure that the courier service provides a numbered, transmittal/tracking document which will verify each shipment, including pick-up and delivery dates, times, and authorized staff signatures? Poor – 5; Adequate – 10; Good – 15; Exceptional –20)	20	
1.4 3.6.5.14		19. To what extend does the laboratory have the ability to submit invoices electronically and establish separate region accounts and sub-accounts to meet the needs of the 20 judicial circuits and satellite offices for the Community Corrections Drug Testing Program, and provide separate invoices for the Inmate Drug Testing Program? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
3.6.5		17. How beneficial to the Department are the value-added services the Vendor is offering in addition to the minimum service requirements and specifications of the RFP? (Poor – 1.25; Adequate –2.50; Good – 3.75; Exceptional – 5)	5	

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, Attachment I, Cost Information Sheet, with the lowest verified Grand Total Weighted Price will be awarded 400 points. All other Cost Proposals will receive points according to the following formula:

$$(N/X) \times 400 = Z$$

Where: N = Lowest Grand Total Price Received by any Proposal
X = Vendor's Grand Total Price
Z = Points awarded

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

COST POINTS AWARDED: _____

FDC Representative calculating Cost Points:

NAME: _____ SIGNATURE: _____

FINAL SCORE (TOTAL Technical & Cost Points): _____

FDC Representative calculating the Final Score:

NAME: _____ SIGNATURE: _____

ATTACHMENT XI

Community Supervision Delivery Sites

FDC RFP-18-113

Community Corrections Site Locations				
<i>Note: The Department reserves the right to make changes, as necessary</i>				
	Address	City	State	Zip
CIRCUIT 01				
	6738 CAROLINE STREET	MILTON	FL	32570
	250 W. PINE AVE, SUITE A	CRESTVIEW	FL	32536
	74 THIRD STREET	SHALIMAR	FL	32579
	2338 HWY 90 WEST	DEFUNIAK SPRINGS	FL	32433
	3100 W. FAIRFIELD DRIVE	PENSACOLA	FL	32505
	3101 N DAVIS HWY	PENSACOLA	FL	32503
	315 SOUTH "A" STREET	PENSACOLA	FL	32501
	3101 N. DAVIS HWY	PENSACOLA	FL	32503
CIRCUIT 02				
	1815 SOUTH GADSDEN STREET	TALLAHASSEE	FL	32301
	3278 CROSSVILLE HIGHWAY, Unit A-2, Mill Creek Plaza	CRAWFORDVILLE	FL	32327
	305-G WEST CRAWFORD STREET	QUINCY	FL	32351
	1455 S. JEFFERSON STREET	MONTICELLO	FL	32344
	1111 SAWMILL ROAD	TALLAHASSEE	FL	32305
CIRCUIT 03				
	1435 W US HWY 90 STE 120	LAKE CITY	FL	32055
	10094 US HWY 129	LIVE OAK	FL	32060
	126 SW SUMATRA AVE. STE. C	MADISON	FL	32340
	121 N. JEFFERSON ST.	PERRY	FL	32347
	25815 SE HWY 19	OLD TOWN	FL	32680
	506 HOUSTON AVENUE NW	LIVE OAK	FL	32064
	757 SW RANGE AVENUE, SUITE C	MADISON	FL	32340
CIRCUIT 04				
	592 ELLIS ROAD, SUITE 114	JACKSONVILLE	FL	32254
	921 N. DAVIS STREET, SUITE 160	JACKSONVILLE	FL	32209

	4613 PHILLIPS HWY, SUITE 221	JACKSONVILLE	FL	32207
	86058 PAGES DIARY ROAD	YULEE	FL	32097
	302 COLLEGE DRIVE	ORANGE PARK	FL	32065
CIRCUIT 05				
	24 NE 1ST STREET	OCALA	FL	34470
	28402 COUNTY ROAD 561#	TAVARES	FL	32778
	4420 SOUTH HWY 301	BUSHNELL	FL	33513
	601 HWY 41 SOUTH	INVERNESS	FL	34450
	20144 CORTEZ BLVD	BROOKSVILLE	FL	34601
	5640 SW 6TH PLACE, SUITE 100	OCALA	FL	34474
	3330 W. MAIN STREET	LEESBURG	FL	34748
CIRCUIT 06				
	525 MIRROR LAKE DRIVE STE#117	ST. PETERSBURG	FL	33701
	634 PARK STREET	CLEARWATER	FL	33756
	7619 LITTLE ROAD, SUITE C150	NEW PORT RICHEY	FL	34654
	7625 LITTLE ROAD, SUITE 100-A	NEW PORT RICHEY	FL	34654
	14450 7TH STREET	DADE CITY	FL	33525
	11351 ULMERTON RD,STE 200	LARGO	FL	33778
	1501 S. PINELLAS AVE., SUITE L	TARPON SPRINGS	FL	34689
	525 MIRROR LAKE DRIVE,STE 116	ST. PETERSBURG	FL	33701
	11351 ULMERTON RD, SUITE 116	LARGO	FL	33778
	14250 49 TH STREET NORTH, ROOM 1930	CLEARWATER	FL	33762
CIRCUIT 07				
	1023 MASON AVENUE	DAYTONA BEACH	FL	32117
	334 EAST NEW YORK AVENUE	DELAND	FL	32724
	423 ST. JOHNS AVENUE	PALATKA	FL	32177
	75 KING STREET, SUITE 310	ST. AUGUSTINE	FL	32084
	2405 E. MOODY BLVD. SUITE 301	BUNNELL	FL	32110
	1051 MASON AVENUE	DAYTONA BEACH	FL	32117
CIRCUIT 08				
	215 SE 2ND AVENUE	GAINESVILLE	FL	32601
	224 NORTH MAIN STREET, SUITE 1	CHIEFLAND	FL	32626
	1200 ANDREWS CIRCLE DRIVE NORTH	STARKE	FL	32091
	7054 NW 10TH PLACE	GAINESVILLE	FL	32605

CIRCUIT 09				
	27 COBURN AVENUE	ORLANDO	FL	32805
	3201-B W COLONIAL DRIVE	ORLANDO	FL	32808
	3201-C WEST COLONIAL DRIVE	ORLANDO	FL	32808
	1605 N. JOHN YOUNG PKWY	KISSIMMEE	FL	34741
	29 COBURN AVENUE	ORLANDO	FL	32805
	3201-A WEST COLONIAL DRIVE	ORLANDO	FL	32808
	31 COBURN AVENUE	ORLANDO	FL	32805
	3201-C WEST COLONIAL DRIVE	ORLANDO	FL	32808
CIRCUIT 10				
	970 EAST MAIN STREET	BARTOW	FL	33830
	200 N KENTUCKY AVE,STE 506	LAKELAND	FL	33801
	1289 FIRST STREET SOUTH	WINTER HAVEN	FL	33880
	608 HIGHWAY 60 WEST	LAKE WALES	FL	33853
	171 US HWY 27 NORTH	SEBRING	FL	33870
	124 S. 9TH AVE., SUITE 200	WAUCHULA	FL	33873
	970 E MAIN STREET	BARTOW	FL	33830
	233 NORTH 9TH	HAINES CITY	FL	33844
CIRCUIT 11				
	3601 NW 167 STREET	MIAMI	FL	33056
	401 NW 2ND AVENUE, S-607,	MIAMI	FL	33128
	401 NW 2ND AVE. #S607	MIAMI	FL	33128
	12295 S.W. 133 CT.	MIAMI	FL	33186
	3601 NW 167 STREET 11-4	MIAMI	FL	33056
	1448 N. KROME AVE. SUITE 102	FLORIDA CITY	FL	33034
	7900 NW 27TH AVE. SUITE D-6 11-6	MIAMI	FL	33147
	3601 NW 167TH STREET 11-7	MIAMI	FL	33056
	3601 NW 167TH STREET 11-8	MIAMI	FL	33056
	7900 NW 27TH AVE. SUITE D-6 11C	MIAMI	FL	33147
CIRCUIT 12				
	2074 RINGLING BLVD, SUITE 30	SARASOTA	FL	34237
	399 6TH AVENUE WEST	BRADENTON	FL	34205
	301 N. BREVARD AVE. SUITE F	ARCADIA	FL	34266
	658 SOUTH TAMIAMI TRAIL	OSPREY	FL	34229

	1844 17TH STREET	SARASOTA	FL	34234
	4123 NORTH TAMiami TRAIL, SUITE 101	SARASOTA	FL	34234
CIRCUIT 13				
	712 W. MARTIN LUTHER KING BLVD	PLANT CITY	FL	33563
	11112 US HWY 41 SOUTH	GIBSONTON	FL	33534
	7402 NORTH 56TH ST., SUITE 750	TAMPA	FL	33617
	12421 NORTH FLORIDA AVE., SUITE A-110	TAMPA	FL	33612
	1313 N. TAMPA ST. SUITE 438	TAMPA	FL	33602
	1313 N. TAMPA ST. SUITE 124 ANNEX	TAMPA	FL	33602
	4510 OAK FAIR BLVD., SUITE 250	TAMPA	FL	33610
	7829 N. DALE MABRY AVE., SUITE108	TAMPA	FL	33614
	7402 NORTH 56 TH STREET BUILDING 100, SUITE 100	TAMPA	FL	33617-6854
CIRCUIT 14				
	499 US HWY 231 N	PANAMA CITY	FL	32405
	2863 GREEN STREET	MARIANNA	FL	32446
	713 3RD STREET	CHIPLEY	FL	32428
	499 US HWY 231 N	PANAMA CITY	FL	32405
CIRCUIT 15				
	423 FERN STREET, SUITE 100	WEST PALM BEACH	FL	33401
	38680 STATE ROAD 80	BELLE GLADE	FL	33430
	3200 S. CONGRESS AVE, SUITE 100	BOYNTON BEACH	FL	33426
	423 FERN STREET, SUITE 100	WEST PALM BEACH	FL	33409
CIRCUIT 16				
	1111 12TH STREET SUITE 402	KEY WEST	FL	33040
	2796 OVERSEAS HWY. #202	MARATHON	FL	33050
	88005 OVERSEAS HIGHWAY	ISLAMORADA	FL	33036
CIRCUIT 17				
	3708A W OAKLAND PARK BLVD	LAUDERDALE LAKES	FL	33311
	3714 W. OAKLAND PARK BLVD	LAUDERDALE LAKES	FL	33311
	3718-4 W. OAKLAND PARK BLVD.	LAUDERDALE LAKES	FL	33311
	5610 N.W. 9TH AVE.	FT. LAUDERDALE	FL	33309
	2928 NORTH STATE ROAD 7	LAUDERDALE LAKES	FL	33313
	2928 N. STATE ROAD 7	FT. LAUDERDALE	FL	33313

	3520 W. BROWARD BLVD. SUITE 210	FT. LAUDERDALE	FL	33312
	2928 NORTH STATE ROAD 7	FT. LAUDERDALE	FL	33313
CIRCUIT 18				
	1431 CHAFFEY DRIVE SUITE 5	TITUSVILLE	FL	32780
	1500 W. EAU GALLIE BLVD, SUITE B	MELBOURNE	FL	32935
	1060 W KING ST	COCOA	FL	32922
	101 SUNNYTOWN RD, STE. 103	CASSELBERRY	FL	32707
	101 SUNNYTOWN ROAD, SUITE 103	CASSELBERRY	FL	32707
CIRCUIT 19				
	2806 SOUTH U.S. 1	FT. PIERCE	FL	34982
	2015 S. KANNER HIGHWAY	STUART	FL	34994
	1470 OLD DIXIE HWY	VERO BEACH	FL	32960
	3214 S US #1 STE 7	FT. PIERCE	FL	34982
CIRCUIT 20				
	2500 AIRPORT ROAD, SUITE 114	NAPLES	FL	34112
	481 E. COWBOY WAY	LABELLE	FL	33935
	121 EAST MARION AVE, STE 125	PUNTA GORDA	FL	33950
	2295 VICTORIA AVE. SUITE 172	FT. MYERS	FL	33901
	2295 VICTORIA AVENUE EM 173	FT. MYERS	FL	33901
	2295 VICTORIA AVENUE RM# 163	FT. MYERS	FL	33901

ATTACHMENT XII

Institutional Delivery Sites

FDC RFP-18-113

Region I		
<p>Apalachee Correctional Institution East (Male) 35 Apalachee Drive Sneads, Florida 32460-4166 (850) 718-0688 East Unit Fax: (850) 593-6445</p>	<p>Apalachee Correctional Institution West (Male) 52 West Unit Drive Sneads Florida 32460-4165 (850) 718-0577 Fax: (850) 593-6445</p>	<p>Calhoun Correctional Institution (Male) 19562 SE Institution Drive Blountstown, Florida 32424-5156 (850) 237-6500 Fax: (850) 237-6508</p>
<p>Century Correctional Institution (Male) 400 Tedder Road Century, Florida 32535-3659 (850) 256-2600 Fax: (850) 256-2335</p>	<p>Franklin Correctional Institution (Male) 1760 Highway 67 North Carrabelle, Florida 32322 (850) 697-1100 Fax: (850) 697-1108</p>	<p>Gulf Correctional Institution (Male) 500 Ike Steele Road Wewahitchka, Florida 32465-0010 (850) 639-1000 SC 790-1000 Fax: (850) 639-1182</p>
<p>Gulf Correctional Institution Annex (Male) 699 Ike Steel Road (850) 639-1509 Fax: (850) 639-1508</p>	<p>Holmes Correctional Institution (Male) 3142 Thomas Drive Bonifay, Florida 32425-0190 (850) 547-2100 Fax: (850) 547-0522</p>	<p>Jackson Correctional Institution (Male) 5563 10th Street Malone, Florida 32445-3144 (850) 569-5260 Fax: (850) 569-5996</p>
<p>Jefferson Correctional Institution (Male) 1050 Big Joe Road Monticello, Florida 32344-0430 (850) 342-0500 Fax: (850) 997-0973</p>	<p>Liberty Correctional Institution and South Unit (Male) 11064 N.W. Dempsey Barron Road Bristol, Florida 32321-9711 (850) 643-9400 Fax: (850) 643-9412</p>	<p>NWERC Main Unit and Annex 4455 Sam Mitchell Drive Chipley, Florida 32428-3597 (850) 773-6100 Fax: (850) 773-6252</p>
<p>Okaloosa Correctional Institution (Male) 3189 Little Silver Rd. Crestview, Florida 32539-6708 (850) 682-0931 Fax: (850) 689-7803</p>	<p>Quincy Annex (Male) 2225 Pat Thomas Parkway Quincy, Florida 32351-8645 (850) 627-5400 Fax: (850) 875-3572</p>	<p>Santa Rosa CI (Male) 5850 East Milton Rd. Milton, Florida 32583-7914 (850) 983-5800 Fax (850) 983-5907</p>
<p>Santa Rosa Annex (Male) 5850 East Milton Rd. Milton, Florida 32583-7914 (850) 983-5800 Fax (850) 983-5907</p>		
Region II		
<p>Baker Correctional Institution (Male) P.O. Box 500, 20706 US 90 W. Sanderson, Florida 32087-0500 (386) 719-4500 Fax: (386) 758-5759</p>	<p>Columbia Correctional Institution (Male) 216 S.E. Corrections Way Lake City, Florida 32025-2013 (386) 754-7600 Fax: (386) 754-7602 Annex: (386) 466-3000</p>	<p>Cross City Correctional Institution (Male) 568 NE 255th Street Cross City, Florida 32628 (352) 498-4444 Fax: (352) 498-4333 or 4334</p>
<p>Florida State Prison Main Unit and West Unit (Male) 7819 N.W. 228th Street Raiford, Florida 32026-1000 (904) 368-2500 Fax: (904) 368-2732</p>	<p>Hamilton Correctional Institution and Annex (Male) 10650 SW 46th Street Jasper, Florida 32052-1360 (386) 792-5151 Fax: (386) 792-5159 Annex: (386) 792-5504</p>	<p>Lancaster Correctional Institution (Male) 3449 S.W. State Road 26 Trenton, Florida 32693-5641 (352) 463-4100 Fax: (352) 463-3476</p>

Lawtey Correctional Institution (Male) 7819 N.W. 228 th Street Raiford, Florida 32026-2000 (904) 782-2000 Fax: (904) 782-2005	Madison Correctional Institution (Male) 382 Southwest MCI Way Madison, Florida 32340-4430 (850) 973-5300 Fax: (904) 973-5339	Mayo Correctional Annex (Male) 8784 US Highway 27 West Mayo, Florida 32066-3458 (386) 294-4500 Fax: (386) 294-4534
New River Correctional Institution (Male) 7819 NW 228 th St. Raiford, Florida 32026 (904) 368-3000	Putnam Correctional Institution (Male) 128 Yelvington Road East Palatka, FL 32131-2112 (386) 326-6800 Fax: (386) 312-2219	Reception and Medical Center Main Unit and West Unit (Male) P.O. Box 628 Hwy 231 Lake Butler, Florida 32054-0628 (386) 496-6000 Fax: (386) 496-3287 West Unit: (386) 496-6002
Suwannee Correctional Institution and Annex (Male) 5964 US Hwy 90 Live Oak, FL 32060 (386) 963-6201 Fax: (386) 963-6103	Taylor Correctional Institution and Annex (Male) 8501 Hampton Springs Road Perry, Florida 32348-8747 (850) 838-4000 Fax: (850) 838-4024 Annex: (850) 838-4002	Tomoka Correctional Institution (Male) 3950 Tiger Bay Road Daytona Beach, FL 32124 (386) 323-1070 Fax: (386) 323-1006
Union Correctional Institution (Male) 7819 N.W. 228 th Street Raiford, Florida 32026-4000 (386) 431-2000 Fax: (386) 431-2016		
Region III		
Avon Park Correctional Institution (Male) P.O. Box 1100 County Road 64 East Avon Park, Florida 33826-1100 (863) 453-3174 Fax: (863) 453-1511	Central Florida Reception Center Main Unit, East Unit and South Unit (Male) 7000 H C Kelley Rd Orlando, FL 32831-2518 (407) 207-7777 Fax: (407) 249-6570	DeSoto Annex (Male) 13617 S.E. Highway 70 Arcadia, Florida 34266-7800 (863) 494-3727 Fax: (863) 494-1740
Florida Women's Reception Center 11120 NW Gainesville Road Ocala, FL 34482-1479 (386) 401-5301 Fax: (386) 401-5331	Hardee Correctional Institution (Male) 6901 State Road 62 Bowling Green, Florida 33834-9505 (863) 767-4500 Fax: (863) 767-4504	Hernando Correctional Institution (Female, Youth) 16415 Springhill Drive Brooksville, Florida 34604-8167 (352) 754-6715 Fax: (352) 544-2307
Lake Correctional Institution (Male) 19225 U.S. Highway 27 Clermont, Florida 34715-9025 (352) 394-6146 Fax: (352) 394-3504	Lowell Correctional Institution and Annex (Female) 11120 NW Gainesville Road Ocala, FL 34482-1479 (386) 401-5301 Fax: (386) 401-5331	Marion Correctional Institution (Male) 3269 NW 105 Street Lowell, FL 32663-0158 (386) 401-6400 Fax: (386) 840-5657
Polk Correctional Institution (Male) 10800 Evans Road Polk City, Florida 33868-6925 (863) 984-2273 Fax: (863) 984-3072	Sumter Correctional Institution (Male) 9544 County Road 476B Bushnell, Florida 33513-0667 (352) 569-6100 Fax: (352) 569-6196	Zephyrhills Correctional Institution (Male) 2739 Gall Boulevard Zephyrhills, Florida 33541-9701 (813) 782-5521 Fax: (813) 782-4954

Region IV		
Charlotte Correctional Institution (Male) 33123 Oil Well Road Punta Gorda, Florida 33955-9701 (941) 833-2300	Dade Correctional Institution (Male) 19000 S. W. 377 th Street Florida City, Florida 33034-6409 (305) 242-1900 Fax: (305) 242-1881	Everglades Correctional Institution (Male) 1601 S.W. 187 th Ave. Miami, Florida 33185-3701 (305) 228-2054 Fax: (305) 228-2039
Homestead Correctional Institution (Female) 19000 S. W. 377 th Street Florida City, Florida 33034-6409 (305) 242-1700 Fax: (305) 242-2424	Martin Correctional Institution (Male) 1150 S.W. Allapattah Road Indiantown, Florida 34956-4397 (772) 597-3705 Fax: (772) 597-3742	Okeechobee Correctional Institution (Male) 3420 N.E. 168 th St. Okeechobee, Florida 34972-4824 (863) 462-5474 Fax: (863) 462-5402
South Florida Reception Center (Male) 14000 NW 41 st Street Doral, Florida 33178-3003 (305) 592-9567 Fax: (305) 470-5628	South Florida Reception Center (Male) South Unit: 13910 NW 41 st Street Doral, Florida 33178-3014 (305) 592-9567	
WORK CAMPS, FORESTRY CAMPS & ROAD PRISONS		
Region I		
Calhoun Work Camp 19564 SE Inst. Drive Blountstown, Florida 32424-5156 (850) 674-2887 Fax: (850) 674-2503	Century Work Camp 400 Tedder Road Century, Florida 32535-3659 (850) 256-2600 Fax: (850) 256-5005	Franklin Work Camp 1760 Highway 67 Carrabelle, FL 32322 850-697-1464
Graceville Work Camp 5230 Ezell Road Graceville, FL 32440-4289 (850) 263-9230 Fax: (850) 263-9235	Gulf Forestry Camp (Male) 3222 DOC Whitfield Road White City, Florida 32465 (850) 827-4000 Fax: (850) 827-2986	Holmes Work Camp 3182 Thomas Drive Bonifay, Florida 32425-4238 (850) 547-2703 Fax: (850) 547-3169
Jackson Work Camp 5607 10th Street Hwy 71 North Malone, Florida 32445-9998 (850) 569-5260 Fax: (850) 569-5996	Liberty Work Camp - South Unit (Male) 11064 NW Dempsey Barron Road Bristol, Florida 32321-0711 (850) 643-9542 Fax: (850) 643-9562	Okaloosa Work Camp 3189 Little Silver Road Crestview, Florida 32539-6708 (850) 682-0931 Fax: (850) 682-4578
Santa Rosa Work Camp 5850 East Milton Road Milton, Florida 32583-7914 (850) 983-5800 Fax: (850) 983-5907	Wakulla Work Camp 110 Melaleuca Drive Crawfordville, FL 32327-4963 (850) 413-9663 Fax: (850) 421-1261	Walton Work Camp 301 World War II Veterans Lane De Funiak Springs, Florida 32433-1838 (850) 951-1355 Fax: (850) 951-1766
Region II		
Baker Work Camp P.O. Box 500 US 90 E. Sanderson, Florida 32087-0500 (386) 719-4670 Fax: (386) 719-2775	Cross City Work Camp 568 N.E. 255 th Street Cross City, Florida 32628 (352) 444-4444 Fax: (352) 498-4338	Gainesville Work Camp (Male) 1000 NE 55 th Blvd. State Road 26 East Gainesville, Florida 32641-6067 (352) 955-2045 Fax: (352) 955-3119

Madison Work Camp Post Office Box 692 382 SW MCI Way Madison, Florida 32340-4430 (850) 973-5302 Fax: (850) 973-5358 SC 296-5339	Lancaster Work Camp 3449 SW SR 26 Trenton, Florida 32693-5641 (352) 463-4100 Fax: (352) 463-3476	Mayo Work Camp 8976 US 27 West Mayo, FL 32066 (386) 294-4752 Fax: (386) 294-4532
RMC Work Camp P.O. Box 628 Lake Butler, FL 32054 (386) 496-4050 Fax: (386) 496-4060	Taylor Work Camp (Male) 8501 Hampton Springs Road Perry, Florida 32348-0000 (850) 223-4501 Fax: (850) 838-4024	Tomoka Work Camp 3950 Tiger Bay Road Daytona Beach, FL 32124-1098 (386) 323-1220
Region III		
Avon Park Work Camp Post Office Box 1100 County Road 64 East Avon Park, Florida 33826-1100 (863) 453-3174 Fax: (863) 453-1511	DeSoto Work Camp (Male) 13617 SE Highway 70 Arcadia, FL 34266-0000 (863) 494-3727 Fax: (863) 993-7849	Hardee Work Camp 6899 State Road 62 Bowling Green, Florida 33834-9505 (863) 773-2441 Fax: (863) 773-0160
Largo Road Prison (Male) 5201 Ulmerton Road Clearwater, Florida 33760-4006 (727) 570-5135 Fax: (727) 588-4920	Lowell CI Work Camp 3269 NW 105 th Street Lowell, FL 32663-0147 (352) 622-5151 Fax: (352) 401-5331	Marion Work Camp Post Office 158 3269 NW 105 th Street Lowell, FL 32663-0158 (352) 401-6865 Fax: (352) 401-6443
Polk Work Camp 10800 Evans Road Polk City, Florida 33868-6925 (863) 984-2273 Fax: (863) 984-1761 SC 588-1761	Sumter Boot Training Unit P.O. Box 667 9544 County Road 476B Bushnell, Florida 33513-0667 (352) 569-6110 Fax: (352) 569-6184	Sumter Work Camp Post Office Box 1807 9544 County Road 476B Bushnell, Florida 33513-0667 (352) 569-6114 Fax: (352) 793-6845
Region IV		
Ft. Myers Work Camp (Male) P.O. Box 051107 12551 Wainwright Drive Immokalee, Florida 34142-9628 (239) 332-6915 Fax: (239) 332-6992	Okeechobee Work Camp 3420 N.E. 168 th Street Okeechobee, FL 34972-4824 (863) 462-5474 Fax: (863) 462-5402	Loxahatchee Road Prison (Male) 230 Sunshine Road West Palm Beach, Florida 33411-3616 (561) 791-4760 Fax: (561) 791-4763
Martin Work Camp 1150 SW Allapattah Road Indiantown, Florida 34956-4310 (772) 597-3705 Fax: (772) 597-4238		
WORK RELEASE CENTERS		
Region I		
Panama City CRC (Male) 3609 Highway 390 Panama City, Florida 32405-2795 (850) 872-4178 Fax (850) 747-5739	Pensacola CRC (Male) 3050 North L. Street Pensacola, Florida 32501-1010 (850) 595-8920 Fax (850) 595-8919	SHISA- West (Female) 418 West Virginia Street Tallahassee, Florida 32301-1030 (850) 222-4859 Fax (850) 222-8467

Tallahassee CRC (Male) 2616A Springhill Road Tallahassee, Florida 32305-6739 (850) 488-2478 Fax (850) 922-6240		
Region II		
Bridges of Jacksonville (Male) (Contract facility) 601 Agmac Avenue Jacksonville, Florida 32254 (904) 674-0850	Bridges of Lake City (Male) (Contract Facility) 1099 N.W. Dot Gln Lake City, Florida 32055-2564 (386) 628-5130	Bridges of Santa Fe (Male) (Contract Facility) 2901 Northeast 39th Avenue Gainesville, Florida 32602-1202 (352) 955-2070
Daytona Beach Community Release Center (Male) 3601 U.S. Highway 92 West Daytona Beach, Florida 32124-1002 (386) 238-3171 Fax: (386) 947-4058	Jacksonville Bridge (Male) (Contract facility) 601 Agmac Avenue Jacksonville, Florida 32254 (904) 674-0850	Re-Entry Center of Ocala (Male) (Contract facility) 2006 N.E. 8th Road Ocala, Florida 34470-4231 (352) 351-1280 Fax: (352) 351-8213
SHISA House - East (Female) (Contract Facility) 2830 Park Street Jacksonville, Florida 32205-8017 (904) 389-1303 Fax (904) 389-1302	Tomoka CRC - 285 (Male) (Contract Facility) 1200 Red John Road Daytona Beach, Florida 32124 (386) 236-3308	Tomoka CRC - 298 (Male) (Contract Facility) 1341 Indian Lake Road Daytona Beach, Florida 32124 (386) 236-3308
TTH of Dinsmore (Male) (Contract Facility) 13200 Old Kings Road Jacksonville, Florida 32219 (904) 999-4220		
Region III		
Bartow CRC (Male) 550 N. Restwood Avenue Bartow, Florida 33830-4200 (863) 534-7037 Fax (863) 534-0036	Cocoa CRC (Male) 585 Camp Road Cocoa, Florida 32927-4738 (321) 690-3210 Fax: (321) 634-6002	Kissimmee CRC (Male) 2925 Michigan Avenue Kissimmee, Florida 34744-1200 (407) 846-5210 Fax: (407) 846-5368
Orlando CRC (Female) 7300 Laurel Hill Road Orlando, Florida 32818-5278 (407) 578-3510 Fax: (407) 578-3509	Pinellas CRC (Female) 5205 Ulmerton Road Clearwater, Florida 33760-4002 (727) 570-5138 Fax: (727) 570-3187	St. Petersburg CRC (Male) 4237 8th Avenue, South St. Petersburg, Florida 33711-2000 (727) 893-2289 Fax: (727) 893-1182
Tarpon Springs CRC (Male) 566 Brady Road Tarpon Springs, Florida 34689-6707 (727) 942-5420 Fax (727) 942-5469		
Region IV		
Bridges of Pompano - Turning Point Community Release (Male) 400 F SW 2nd Street Pompano Beach, Florida 33060-6822 (954) 580-0949 Fax: (954) 580-0948	Ft. Pierce CRC (Male) 1203 Bell Avenue Ft. Pierce, Florida 34982-6544 (772) 468-3929 Fax: (772) 467-3140	Hollywood CRC (Female) P.O. Box 8759 8501 W. Cypress Drive Pembroke Pines, Florida 33025-4542 (954) 985-4720 Fax: (954) 967-1251
Atlantic CRC (Female) 263 Fairgrounds Road West Palm Beach, Florida 33411-3639 (561) 791-4187 Fax: (561) 791-4749	Miami North CRC (Male) 7090 Northwest 41st Street Miami, Florida 33166-6817 (305) 470-5580 Fax (305) 470-5584	Opa Locka CRC (Male) 5400 Northwest 135th Street Opa Locka, Florida 33054-4310 (305) 827-4057 Fax: (305) 364-3188

West Palm Beach CRC (Male) 261 West Fairgrounds Road West Palm Beach, Florida 33411-3639 (561) 791-4750 Fax: (561) 791-4018		
RE-ENTRY CENTERS		
Region I		
Gadsden Re-Entry Center 540 Opportunity Lane Havana, FL 32357 (850) 539-2446		
Region II		
Baker Re-Entry Center 17128 US Hwy 90 Sanderson, FL 32087		
Region IV		
Everglades Re-Entry Center 1599 SW 187 th Avenue Miami, FL 33194	Sago Palm Re-Entry 15500 Bay Bottom Road Pahokee, FL 33476	

ATTACHMENT XIII

FDC RFP-18-113

**Florida Department of Corrections
Community Corrections**

SPECIAL TEST REQUEST

TO: _____ **DATE:** _____
ATTN: _____
FAX: _____

FROM: Florida Department of Corrections

Offender Name: _____ **DOC#:** _____

Requesting Officer Fax Number: _____
Requesting Officer Telephone Number: _____
Requesting Officer's Name: _____
Account Number: _____
Specimen ID (Barcode Number): _____
Date Collected: _____

AUTHORIZING SUPERVISOR SIGNATURE: _____

Please perform the following special test(s) on the above referenced specimen:

Confirmation for: _____
(Enter name of drug to be confirmed.)

Other Special Tests:

- LSD Steroids
 d & l Methamphetamine
 Other _____
-

TO BE COMPLETED BY LABORATORY

Original Laboratory Accession #: _____ Original Barcode #: _____
Retest Accession #: _____ Retest Barcode #: _____
Date Reported: _____ Received By: _____

DATA REVIEW: Please retrieve specimen from storage and provide to SRD