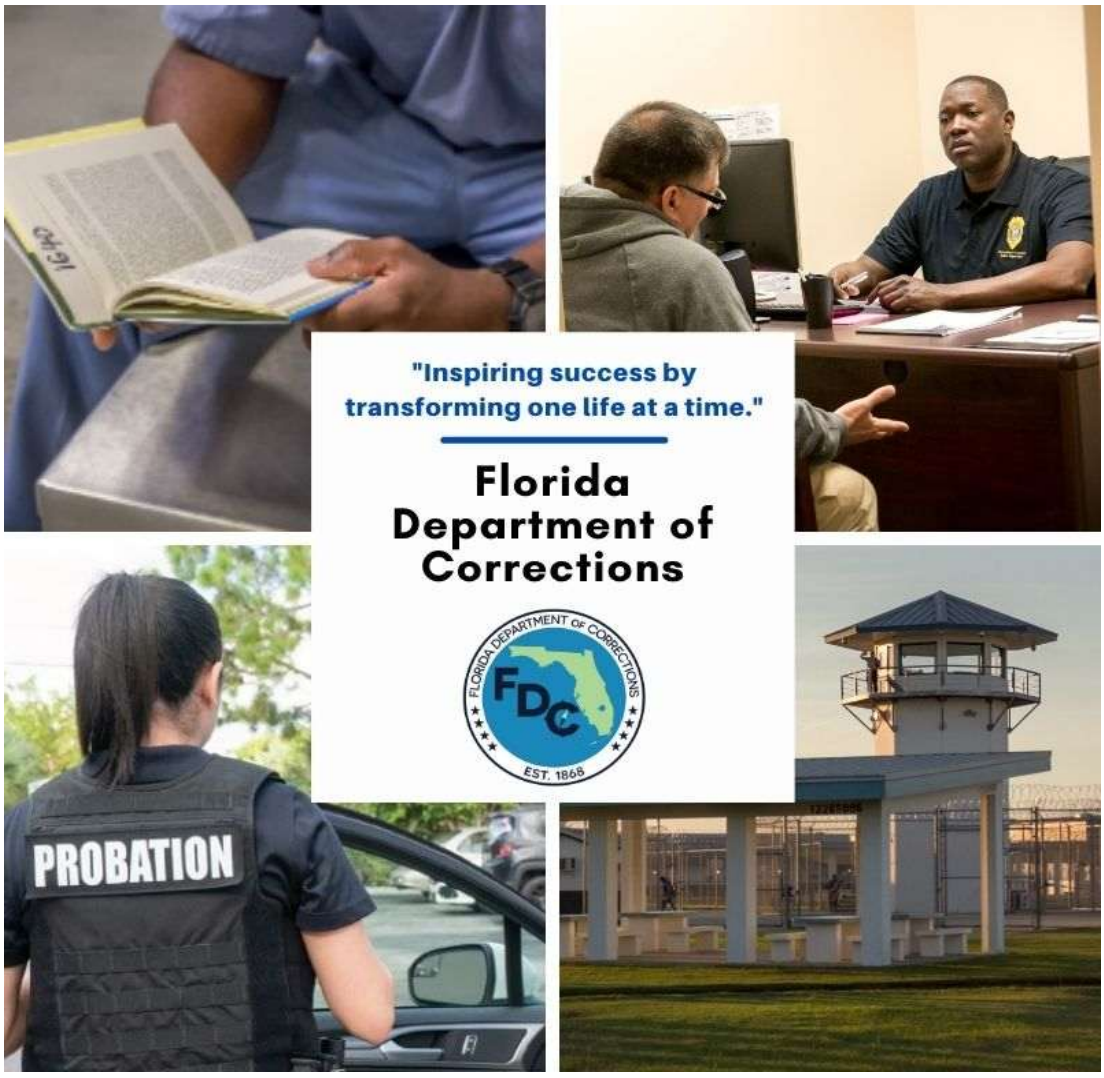
Invitation to Negotiate (ITN)



Remote Interdiction Pilot Program

FDC ITN-27-015

Peggy Smith
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Florida Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399

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TIMELINE
FDC ITN-27-015

The Department established the following Timeline for this ITN. Each Vendor must adhere to this Timeline and any Timeline revision(s). The Department will post any Timeline revision as an addendum to the ITN advertisement in accordance with Section 4.17 of this ITN. All references to the "Timeline" herein refer to the Timeline in this Section. All times below are Eastern Time (E.T.).

EVENT	DATE	LOCATION
Release of ITN	9/3/2026	Vendor Information Portal (VIP): https://vendor.myfloridamarketplace.com/
Vendor Submission of Background Check Information for Mandatory Pre-Reply Conference and Site Visit Attendees	9/10/2026 5:00 p.m. E.T.	**Submit required background check for Mandatory Pre-Reply Conference and Site Visit attendees to:** Florida Department of Corrections Bureau of Procurement Email: Purchasing@fdc.myflorida.com Subject Line Should Read: FDC ITN-27-015
Mandatory Pre-Reply Conference and Site Visit	9/14/2026 9:30 a.m. E.T.	Suwannee Correctional Institution 5964 U.S. Hwy 90 Live Oak, FL 32060
Last Day for written inquiries to be received by the Department	9/16/2026, 5:00 p.m. E.T.	**Submit questions to:** Florida Department of Corrections Bureau of Procurement Email: Purchasing@fdc.myflorida.com Subject Line Should Read: FDC ITN-27-015
Anticipated Posting of written responses to written inquiries	9/24/2026	VIP: https://vendor.myfloridamarketplace.com/
Sealed Replies Due and Opened	10/8/2026, at 2:00 p.m. E.T.	**Replies should be addressed to:** Attn: Peggy Smith, Procurement Officer Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	10/14/2026 at 2:00 p.m. E.T.	**Meeting Location:** Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	November 2026	**Meeting Location:** Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Negotiation Team Meeting	11/19/2026	**Meeting Location:** Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	11/20/2026	VIP: https://vendor.myfloridamarketplace.com/

SECTION 1 – DEFINITIONS

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

1.1 **Americans with Disabilities Act (ADA):** Legislation that prohibits discrimination based on disability, which can be found in the Americans with Disabilities Act and the Code of Federal Regulations (C.F.R.) at 28 C.F.R. Parts 35 (Title II) and 36 (Title III).

1.2 **Business Day and Business Hours:** Monday through Friday, 8:00 a.m. to 5:00 p.m. E.T., excluding weekends, State holidays, or other official closures.

1.3 **Contract:** The formal written agreement resulting from this ITN between the Contractor and the Department.

1.4 **Contractor:** The Successful Vendor who, upon finalization of the solicitation process, enters into a two-party Contract with the Department to provide the services sought.

1.5 **Contract Manager:** The Department's employee, or their designee, responsible for performance oversight and operational management of the Contract. The Contract Manager will be designated in the Contract.

1.6 **Corrective Action Plan (CAP):** The Contractor's written comprehensive plan to remedy deficiencies discovered during the Contract term.

1.7 **Correctional Institution (or Institution):** Any prison or other facility, temporary or permanent, in which Inmates are housed under the custody of the Department including main units, annexes, road prisons, work camps, forestry camps, community release centers, re-entry centers, and any other satellite facilities.

1.8 **Cost Reply:** The portion of the Vendor's Reply relating to costs, including the completion of Attachment I, Price Information Sheet.

1.9 **Day:** Calendar day unless otherwise stated.

1.10 **Deliverables**: Those services, items, and/or materials provided, prepared and delivered to the Department in the course of Contract performance.

1.11 **Department (FDC):** The State of Florida, Department of Corrections.

1.12 **Evidence-Based Practices:** Service approaches, or utilization of curricula, that are validated by some form of documented scientific evidence, having specific outcome measures. Evidence-Based Practices or curricula contrast approaches based on tradition, convention, belief, or anecdotal evidence.

1.13 **Health Insurance Portability and Accountability Act (HIPAA):** The federal law known as the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) established standards for the security and privacy of health data and related rules.

1.14 **Hour(s):** Includes business hours and non-business hours.

1.15 **Incident:** Any unusual occurrence or information received about which formal documentation and notification is indicated. This may include an accident involving possible injury to a person or damage to equipment, a suspicious action or occurrence, or other circumstances that could impact agency operations. The incident may be related to an inmate, an employee, or the general public.

1.16 Inmate: A person residing in a Correctional Institution who is incarcerated by the Department.

1.17 Local Contract Quality Assurance Coordinator: A Department employee designated to monitor the Contract quality of service delivery and to coordinate actions and communications between the Department and the Contractor.

1.18 Mandatory Responsiveness Requirement(s): Terms, conditions, and requirements that must be met by the Vendor to be considered responsive to this ITN.

1.19 Material Deviations: A deviation that the Department, at its sole discretion, has found to be out of substantial accord with the scope of this ITN, provides a substantial competitive advantage to a Vendor over other Vendor(s), or has a potentially significant effect on the quantity or quality of services sought or on the cost to the Department.

1.20 Minor Irregularity: A deviation from the requirements and specifications of this ITN that does not give the Vendor a significant competitive advantage or benefit not enjoyed by other Vendors and does not adversely impact the interests of the Department.

1.21 Prison Rape Elimination Act (PREA): The "Prison Rape Elimination Act of 2003" and related rules. The Act provides for analysis of the incidence and effects of prison rape in federal, State, and local Correctional Institutions and facilities, and for information, resources, recommendations, and funding to protect individuals from prison rape.

1.22 Reply: A Vendor's written response submitted to the Department as an answer to this ITN.

1.23 Responsible Vendor: A Vendor with the capability, in all respects, to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.

1.24 Responsive Reply: A Reply submitted by a Responsive and Responsible Vendor that conforms in all material respects to this solicitation.

1.25 State: State of Florida.

1.26 Subcontract: An agreement entered into by the Vendor with any other person or organization in which the Vendor delegates its duties explicitly to securing or fulfilling the Contract.

1.27 Successful Vendor: The legally qualified corporation, partnership, or other entity, that receives the award of this ITN and performs contractual duties as the prime Contractor under the Contract.

1.28 Technical Reply: The portion of the Reply submitted which includes all documentation submitted by the Vendor but must not include Attachment I, Price Information Sheet.

1.29 Use of Force: The lawful application of physical force by an authorized and trained employee when reasonably necessary to protect oneself or another person, gain an inmate's compliance with a lawful order, prevent or stop violence or resistance, or otherwise accomplish an authorized security or custodial objective. Only the reasonable, lawful, and minimum amount of force necessary to control the situation and accomplish the authorized objective shall be used.

1.30 Value-Added Services: Additional services and commodities the Vendor may offer the Department, at no additional cost, beyond those services and commodities expressly included in this ITN, which may be unknown to the Department at this time yet meet its overall goals.

1.31 Vendor: A legally qualified corporation, partnership, or other business entity submitting a Reply to the Department in response to this ITN.

SECTION 2 – INTRODUCTION

2.1 Background

Pursuant to Chapter 945, Florida Statutes (F.S.), the Department is responsible for the care, custody, and control of approximately 90,000 Inmates and maintaining the safety and security of the State's Correctional Institutions.

2.2 Statement of Purpose

The Department is seeking Responsive Replies from Responsive and Responsible Vendors to establish and evaluate a remote interdiction pilot program at an adult male correctional facility. The purpose of this initiative is to enhance institutional safety, reduce disturbances and assaults, and strengthen the Department's intervention and intelligence capabilities through deployment of a non-lethal, artificial-intelligence-governed remote interdiction security platform.

The Vendor's solution shall provide real-time, metadata-rich forensic evidence of interactions, responses, and interdiction events. Additionally, the solution should include a documented plan to evaluate the pilot's practicality and effectiveness in meeting the Department's goals.

2.2.1 Order of Precedence

All Replies are subject to the terms of this ITN, which in case of conflict shall have the following order of precedence:

a) ITN addenda, in reverse order of issuance;
b) This ITN document, including any attachments or exhibits;
c) Form PUR 1000, referenced in Section 5.1 of this ITN; then
d) Form PUR 1001, referenced in Section 4.1 of this ITN.

2.3 Goals of the Department and this ITN

The Department has specific goals for this procurement, which include, but are not limited to:

- Leverage modern technology to increase the effectiveness and efficiency of Department staff in maintaining order within Correctional Institutions;
- Reduce the quantity and severity of disturbances, assaults, and violent acts occurring within Correctional Institutions;
- Increase safety for Inmates and Department staff during the Use of Force Incidents;
- Reduce the likelihood of an unintentional Use of Force, or collateral effects of a Use of Force against uninvolved third-party exposure, assault, or violent act;
- Reduce the Department's legal, financial, and administrative costs related to Use of Force Incidents;
- Obtain real-time forensic data related to Use of Force Incidents; and
- Obtain sufficient objective and qualitative data to evaluate the practicality and effectiveness of the technologies employed by the Remote Interdiction Pilot Program.

2.4 Service Implementation and Transition

The Department intends to begin services as soon as practicable following the award of this ITN, on a date agreed upon by the Successful Vendor and the Department.

2.5 Term of Contract

The Department intends to enter into a Contract following award of this solicitation for a period of up to one (1) year.

At its sole discretion, the Department may renew the Contract for up to three (3) additional years, or portions thereof, per Section 287.057(14), F.S., at the same prices, terms, and conditions. Any renewal shall be contingent, at minimum, on the Contractor's satisfactory performance of the Contract, as determined by the Department. If the Department desires to renew the Contract, it will provide written notice to the Contractor no later than 60 Days before the Contract's expiration.

The Department intends to award one (1) Contract based on funding availability and the Department's determination of service needs. However, the Department reserves the right to enter into multiple contracts.

2.6 Pricing Methodology

The Department is seeking a solution that will provide the best value to the State. As part of the best value determination, interested Vendors must submit a Cost Reply and Technical Reply. Vendors are encouraged to submit a Cost Reply offering the most competitive and innovative solution for service delivery. Vendors must provide both the Technical Reply and the Cost Reply in accordance with the instructions in Section 4.10, Submission of Replies.

2.7 Value-Added Services

Value-Added Services are services offered by the Vendor that enhance the delivery of the ITN goals, are not currently specified by the Department in this ITN, and are provided at no additional cost to the State.

If the Department accepts any Value-Added Services offered by the Vendor, they will become a requirement(s) of the Contract. The Vendor's Reply shall include a detailed description of all Value-Added Services the Vendor is offering the Department, including specifications, timeframes for implementation, standards for performance, and financial consequences for failure to meet performance expectations. The Department is interested in any proposed Value-Added Services that would assist it in accomplishing the goals of this ITN.

Value-Added Services accepted by the Department must be vetted and approved prior to implementation. If a Value-Added Service cannot be implemented due to being outside of the goals of the ITN or present any security concerns, the Vendor must provide an alternative solution. The actual value of the Value-Added Services will be based on market value.

SECTION 3 – SCOPE OF WORK

The Contractor shall provide services that meet or exceed the minimum requirements outlined in this ITN and strictly comply with the Contract's finalized requirements, including terms and conditions finalized during the Negotiation Phase of this ITN.

3.1 General Description of Services

The Contractor shall conduct a remote interdiction pilot program (Pilot) employing Artificial Intelligence (AI) and other modern technologies to improve institutional security by reducing the quantity and severity of disturbances, assaults, and violent acts conducted by Inmates. The solution shall be installed within one (1) of the Department's Inmate housing units and tested in a real-world environment. The Contractor's solution must be non-lethal, increase safety for Inmates and Department staff during the use of force, acceptable for use pursuant to United States Food and Drug Administration (US FDA) requirements, and integrate with the Institution's security operations center. The solution must include a plan to evaluate the practicality and effectiveness of the pilot in meeting Department's stated goals.

3.2 Service Location

3.2.1 Service Location

The Contractor will conduct the Pilot at the following service location:

Suwannee Annex Correctional Institution
5964 U.S. Hwy 90
Live Oak, FL 32060

3.2.2 Service Location Changes

The Department reserves the right to change the service location prior to the Contractor beginning service implementation. The Department will notify the Contractor of a change in service location by providing a formal communication.

3.3 Rules and Regulatory Requirements

3.3.1 All services shall be provided in accordance with all applicable federal and State laws and regulations and the Department's rules and procedures. Failure to comply with present and future municipal, State, or federal requirements will result in a rejection of Replies and termination of the Contract resulting from this ITN. Should any laws, standards, rules or regulations, Department procedures, or directives change during the Contract term, the updated version will take precedence. Any application fees, penalties, fines, or other costs or monetary payments assessed against or incurred by the Department for violation of such requirements shall be the responsibility of the Contractor.

3.3.2 The specific rules, procedures, and regulations identified in this scope of work are not listed to the exclusion of any other laws, rules, policies, procedures, and regulations required throughout the Contract. The Department will monitor the Contractor's performance to ensure compliance with all laws, rules, policies, procedures, regulations, and requirements.

3.3.3 The Department reserves the exclusive right to make determinations it deems necessary to protect the best interests of the State and the health, safety, and welfare of Inmates and the general public served by the Department, directly or indirectly, through these services. The failure of the Department to set forth a specific reservation of rights as to any particular

provision regarding services to be performed under the Contract does not negate the Department's reservation of rights and does not mean that any provision regarding the services to be provided under the Contract is subject to a requirement that the parties mutually agreed upon.

3.3.4 The Contractor shall modify its service delivery, including the addition or expansion of the services provided, to meet or comply with changes required by operation of law or due to changes in standards, Department mission, regulations, or as a result of a legal settlement agreement or consent order.

3.3.5 The Contractor 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 submitted to the Contract Manager upon request.

3.3.6 The Contractor shall ensure that all the work and materials comply with all local, county, State, and federal laws, rules, ordinances, and regulations, as well as with any directive provided by inspectors appointed by proper authorities having jurisdiction at the service location. Should a violation of codes, laws, statutes, or ordinances occur relating to the Contractor's solution, the Contractor shall immediately correct the situation at no cost to the Department, including payment of any fines or penalties associated with the violation.

3.3.7 The Contractor shall comply with the Department's Procedure 208.052, "Filing and Processing Discrimination Complaints", which states, "The Department strictly prohibits employment discrimination in any form. Individuals who believe they have been discriminated against based on race/color, national origin, sex, religion, age, disability, marital status, participation in a protected activity, or genetic information, as cited in applicable state and federal laws and jurisdictional requirements, may file a complaint of discrimination."
The Department's non-discrimination policy can be found on the Department's public website http://dcweb/co/pm/208.052.pdf.

3.3.8 The Contractor and the Department shall work cooperatively to ensure service delivery is in complete compliance with all such mandates and requirements.

3.4 Confidentiality

The Contractor shall maintain confidentiality regarding all aspects of providing services to the Department in accordance with applicable local, State, and federal law. The Department and Contractor agree that all information and records obtained in the course of providing services to Inmates shall be subject to confidentiality and disclosure provisions of applicable federal and State statutes and regulations adopted pursuant thereto.

The Contractor agrees to keep all Department personnel information (i.e., Department's staff's telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released, in writing, to do so by the Department.

3.5 Department Responsibilities

3.5.1 The Department will provide information, including all relevant Department policies and procedures, to the Contractor as required to implement, conduct, and evaluate the Pilot.

3.5.2 The Department will allow the Contractor access to the service location as required to prepare, conduct, and evaluate the Pilot and to remove equipment owned by the Contractor upon completion of the Pilot.

3.6 Overview of Services

3.6.1 Service Requirements

General Program Management Requirements (GPM)	
No.	**Requirement**
GPM 01	The Contractor shall provide a Pilot Project Plan detailing the time and manner of completion for all services to be provided under the Contract. The Pilot Project Plan must include at a minimum: 1. A narrative demonstrating the Contractor's understanding of the Department's goals and challenges that risk the success of the Pilot; 2. A detailed description of the Contractor's approach in providing a remote interdiction system; 3. An explanation of the role and function of AI in the Contractor's solution, including: a. Decision authority and human control; b. Roles, training, and certification requirements for human users; c. The escalation path for ambiguous AI flags; d. Minimum accuracy thresholds and protocol for below threshold observations; e. Process for ongoing performance monitoring and evaluation of AI accuracy; f. Disclosure of AI model type, data training provenance and known limitations; 4. The delivery date for all deliverables and the criteria and documentation to be used by the Department to determine successful completion of the deliverable; 5. The plan to obtain all permits, licenses, approvals, inspections, and conduct all activities required by local, State, or federal governments, agencies, or departments to conduct the Pilot; 6. A detailed plan to obtain and install all required equipment and materials; 7. Go/no-go metrics to determine that the interdiction system is ready to go live; 8. An explanation of bandwidth and latency requirements for system operations; 9. A detailed plan for the removal of Contractor-owned equipment and materials after completing the Pilot; 10. A staffing plan for Contractor personnel providing services during the Pilot, including the experience, qualifications, and job description for each position; 11. A description and schedule for status meetings for the Contractor to report progress, present deliverables for approval, and provide operational updates;

	12. A detailed description of information and support required by the Department to ensure a successful Pilot; 13. A description of where data inference will occur, i.e., vendor cloud, on-premises, or at the edge 14. A detailed description of all data to be collected by the Contractor during the Pilot, the methods used for data collection, and the cadence and format used to provide the data to the Department; 15. The retention schedule for all video and sensor data and how the Department will access the data; 16. A detailed description of the proposed criteria used to determine the performance and practicality of the remote interdiction system during the Pilot; 17. A detailed after-action review process for each interdiction event; 18. An outline of information and analysis for inclusion in the Pilot Project Report; 19. A detailed timeline for completing the Pilot, which includes, at a minimum: a. Obtaining Department approval of the Pilot Project Plan; b. Obtaining all required governmental approvals, inspections, and Department approvals prior to and as the Pilot is in progress; c. Obtaining all required equipment; d. Installing, calibrating, and networking all required equipment; e. Training Department staff to ensure safe and proper operation of all installed equipment and systems; f. Operating the remote interdiction system during the Pilot; g. Maintaining and upgrading equipment and software during the Pilot; h. Providing all raw data collected during the Pilot; i. Providing the Pilot Project Performance Report to the Department for approval; and j. Removing all Contractor-owned equipment following completion of the Pilot.

GPM 02	The Contractor shall provide the following documentation to the Department, and the Department must approve all documents prior to Contractor beginning the Pilot: 1. AI System Card - model type/architecture, training data provenance, intended use boundaries, known failure modes, benchmarked performance, update cadence. 2. Human Oversight & Decision Authority Matrix - every stage from detection through after-action review, with a named role responsible at each step. 3. Independent Bias & Fairness Testing Report 4. Audit Log & Dictionary – types of data logged, in what format, retention period, who can access it. 5. Fail-Safe / Fallback Operating Procedure. 6. Data Flow & Governance Diagram defining how and where inference and storage occur. 7. AI Model Change Management Protocol defining how and when the Contractor notifies the Department of retrains or updates, and the re-validation gate before production push. 8. Incident Review documentation process. 9. Solution Training & Certification Plan - covering operators, administrators, and auditors, anyone accessing, maintaining, or overseeing the system. 10. Pilot Evaluation Plan with explicit success/failure metrics and go/no-go criteria for scale-up.
GPM 03	The Contractor shall not begin work until the Department approves the Pilot Project Plan.
GPM 04	The Contractor shall be responsible for furnishing its own supportive services, such as administrative or clerical staff and administrative overhead expenses. The Department will not provide any administrative functions or office support to the Contractor. The Contractor shall be responsible for all networking, ancillary equipment, communication services, and other infrastructure required to perform services.
GPM 05	<u>Staff Conduct and Safety Requirements</u> The Contractor shall ensure that all its staff is provided a copy of the below standards of conduct and safety requirements. A documented receipt of such notification shall be maintained in the staff's personnel file. The Department reserves the right to disqualify, prevent, or remove any staff from work under the Contract. The Department is not obligated to inform the Contractor of the criteria for disqualification or removal. 1. The Contractor's staff shall not display favoritism to, or preferential treatment of, one Inmate or group of Inmates over another. 2. The Contractor's staff shall not deal with any Inmate except in a relationship supporting services under the Contract. Expressly, the Contractor's staff

	shall never accept for themselves, or any member of their family, any personal (tangible or intangible) gift, favor, or service, from an Inmate, Inmate's family, or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations, or attempted violations, of these restrictions. In addition, no staff member shall give any gifts, favors, or services to Inmates, their families, or close associates. 3. The Contractor's staff shall not enter into any business relationship with Inmates, their families, or close associates (for example – selling, buying, or trading personal property) or personally employ them in any capacity. 4. Unless approved in writing by the Contract Manager, the Contractor's staff shall not have outside contact (other than incidental contact) with an Inmate receiving services, the Inmate's family, or close associates, except for activities rendered under the Contract. 5. The Contractor's staff shall not engage in any conduct that is criminal or would bring discredit upon the Contractor, the Department, or the State. In providing services pursuant to the Contract, the Contractor shall ensure that its employees avoid misconduct and the appearance of misconduct. 6. The Contractor shall report any violation or attempted violation of the restrictions referred to in this section regarding employee conduct. Conduct violations shall be reported by phone and in writing within 24 hours of the Contractor's knowledge of the incident to the Contract Manager, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of the Contract. The Contractor's staff are required to report various Incidents, as described in Department Procedure 602.008, Incident Reports - Institutions. Each Incident will be considered concerning its possible impact on public safety, the Pilot operation, or the Department's liability.
GPM 06	<u>Staff Background/Criminal Record Checks</u> 1. The Contractors' staff assigned to the Contract shall be subject to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. The Contractor shall send all potential hires for fingerprinting to do a thorough background check, including a Level II background check. The Department may conduct background checks that may occur or re-occur during the Contract period. The Department has complete discretion to require the Contractor 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 checks 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 Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. 2. To carry out this records check, the Contractor shall provide before commencing services upon Institution property OR before Contract execution, if requested OR upon request the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue. 3. The Contractor shall also ensure that the Contract Manager is provided with the information needed to conduct the FCIC/NCIC background check before

	any new Contractor staff is hired or assigned to work under the Contract. The Contractor shall not offer employment to any individual or assign any individual to work under the Contract who has not had an FCIC/NCIC background check conducted unless authorized by the Contract Manager. 4. The Contractor shall bear all costs associated with background checks. 5. The Contractor shall ensure that no person barred from any Department Institution or other Department facility shall provide services under the Contract. 6. Under the Contract, the Contractor shall not permit any individual under supervision or jurisdiction of any parole, probation, or correctional authority to provide direct treatment services or supervision of any other Inmates for any Contractor services. The objective of this provision is to prevent any employee under any such legal constraint from having any contact with, or access to, any records of the Department's Inmates. 7. The Contractor shall immediately report any new arrest, criminal charges, or convictions of a current employee or subcontractor, under the Contract, to the Contract Manager. 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 an adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor 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 Contractor shall make a full written report to the Contract Manager within three (3) Days whenever an employee has a criminal charge filed against them or is arrested or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, felony, ordinance (except minor offenses for which the fine or bond forfeiture is $200 or less) or when Contractor or staff knows of any violation of the laws, rules, directives, or procedures of the Department.
GPM 07	The Contractor shall comply with Department Procedure 208.013, Outside Employment, when hiring current and former Department employees and subcontractors.
GPM 08	The Contractor shall establish and maintain a system to ensure staff and subcontractors working under the Contract know and adhere to all applicable statutes, rules, and Department procedures. Staff and subcontractors shall be trained and given routine access to all the Contractor's policies and procedures that pertain to their job responsibilities.
GPM 09	1. The Contractor may enter into a written Subcontract(s) to perform some of its functions under the Contract. No Subcontract, which the Contractor enters into to perform any of its operations under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. The Contractor shall ensure that all subcontractor agreements are approved, in writing, by the Contract Manager and contain provisions requiring the subcontractor to comply with all applicable terms and conditions of the Contract. 2. The Contractor shall act as the primary Contractor to the Department for all services provided under the Contract. The Contractor may delegate duties but shall not assign its rights regarding the Contract.
GPM 10	The Contractor shall submit an invoice to the Department for payment upon the completion of each deliverable. The Contractor must include documentation sufficient for the Department to verify that the deliverable was completed in the time and manner specified in the Pilot Project Plan.

	If the deliverable was not completed in the time and manner specified in the Pilot Project Plan, the Contractor shall explain the deficiency in writing, calculate the appropriate Financial Consequence, and apply the Financial Consequence as a reduction to the invoice.
GPM 11	Any Use of Force method deployed by the remote interdiction system must be non-lethal.
GPM 12	The remote interdiction system must use the minimum force necessary to obtain compliance from the aggressor.
GPM 13	The remote interdiction system must immediately cease the Use of Force upon compliance by the aggressor.
GPM 14	The remote interdiction system must incorporate AI governance.
GPM 15	The remote interdiction system must allow Department staff to immediately stop operation upon intervention by Department staff.
GPM 16	The remote interdiction system must operate in compliance with US Food and Drug Administration (FDA) requirements.
GPM 17	The remote interdiction system must integrate with the service location's security operations center.
GPM 18	The remote interdiction system must provide real-time forensic data to the Department related to all Use of Force Incidents conducted using the remote interdiction system.
GPM 19	The Contractor must establish and maintain a tiered end-user training curriculum that includes both in-person and virtual delivery methods.
GPM 20	The Contractor shall not disclose or advertise its relationship with the Department, the contents of any resulting contract, the existence of the pilot program, any data collected during the contract, or the results of analyzing any data collecting during the contract without written approval from the Department.
GPM 21	The Contractor AI must not initiate a use of force without authorization by approved Department staff.
GPM 22	The Contractor must independently validate the accuracy of the AI model and conduct bias and fairness testing through a 3rd party approved by the Department prior to activation of the Remote Interdiction System.
GPM 23	The Contractor must ensure that upon sensor failure, network loss, or software fault, the Remote Interdiction System fails to no action, not to a default action.
GPM 24	The Contractor must include tamper detection and take steps to ensure the physical security of all hardware.
GPM 25	The Contractor must provide advance notice to the Department of any model retrain or update that reaches production. No retrain or update shall be deployed without Department approval.

3.6.2 Information Technology Requirements

Information Technology (IT)	
No.	**Requirement**
IT 01	The Contractor shall provide its own equipment, computing devices, data network, and connectivity devices. The Contractor shall allow Department staff stationed at the service location access to its data network. The Department will maintain administrative control over any aspect of Department-accessible computer applications within its corrections environment to the degree necessary to maintain compliance with the U.S. Department of Justice (USDOJ), Criminal Justice Information Services (CJIS) Security Policy.

IT 02	The Contractor and its staff shall demonstrate confidentiality, integrity, and availability in the handling and transmitting of any Department information. No disclosure or destruction of any Department data may occur without prior express written consent from the Contract Manager. Access to Department information resources will require the Department's Security Access Request (SAR) application, when applicable. Access to the Department's information network requires a Level II background check in accordance with Department Procedure 208.054 and Section 435.04, F.S.
IT 03	The Contractor shall be responsible for maintaining knowledge of and compliance with relevant Department procedures. The Contractor shall agree to comply with any applicable requirement necessary to the Department's compliance with local, State, and federal law. The Department is entitled to any information related to the Department or services delivered as a result of the Contract.
IT 04	Any attempt to fraudulently access, test, measure, or operate unapproved software on the Department's network is strictly prohibited. The use of any software capable of capturing information network packets for display, or any other use, is prohibited without the express consent of the Department's Office of Information Technology.
IT 05	The Contractor shall treat the Remote Interdiction System as its own attack surface and maintain network segmentation independent of The Department's infrastructure.

3.7 Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirement(s), as applicable)
Deliverable 1: Approved Pilot Project Plan	Seven (7) Days following Contract execution	The Contractor shall provide the Department with the Pilot Project Plan for approval within seven (7) Days of Contract execution.
Deliverable 2: Installation of Pilot Equipment	As specified in the Approved Pilot Project Plan	The Contractor shall complete the installation, calibration, and networking of all equipment and infrastructure at the service location by the date provided in the Approved Pilot Project Plan.
Deliverable 3: One (1) Month of Pilot Service	As specified in the Approved Pilot Project Plan	The Contractor shall go live with the service at the service location by the date provided in the Approved Pilot Project Plan and provide twelve (12) months of Pilot service as specified in Attachment I: Price Page.
Deliverable 4: Approved Pilot Project Report	5/15/2027	The Contractor shall provide the Pilot Project Report to the Department for approval no later than 5/15/2027.

3.8 Performance Measures

Performance Measures (PM)				
No.	**Description**	**Expectation**	**Measurement**	**Financial Consequences**
PM 01	Approved Pilot Project Plan	Submitted within seven (7) Days of Contract execution	Per Day	$500.00 per Day the Contractor is late providing the Deliverable to the Department.
PM 02	Installation of all Pilot Equipment and Infrastructure	Completion by the date listed in the Pilot Project Plan	Per Day	$500.00 per Day the Contractor is late providing the Deliverable to the Department.
PM 03	Go-live of Pilot Services	Completion by the date listed in the Pilot Project Plan	Per Day	$500.00 per Day the Contractor is late providing the Deliverable to the Department.
PM 04	Pilot Services Reliability	Following Go-Live, the remote interdiction system shall operate and be available for use as designed, with the exception of scheduled maintenance activities.	Per Day	$500.00 per Day the remote interdiction system is not available for use as designed, with the exception of scheduled maintenance activities.
PM 05	Initial Pilot Project Report	Submitted for approval no later than 5/15/2027	Per Day	$500.00 per Day the Contractor is late providing the Deliverable to the Department.
PM 06	Unauthorized Use of Force	The remote interdiction system shall not malfunction in any way that would cause an unauthorized or unnecessary Use of Force against Inmates, staff, or any other individual.	Per Day	$100,000 per unauthorized or unnecessary Use of Force.

Performance Measures (PM)				
PM 07	Final Pilot Project Report	Submitted for approval no later than 30 Days following the conclusion of the Remote Interdiction Pilot	Per Day	$500.00 per Day the Contractor is late providing the Deliverable to the Department.

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SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 General Instructions to Vendors

The State's General Instructions to Vendors are outlined in Form PUR 1001 and are incorporated by reference in their entirety. The terms and conditions set forth within this ITN shall supersede any and all conflicting terms and conditions set forth within Form PUR 1001. Form PUR 1001 may be viewed at the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

4.2 Procurement Officer

The Procurement Officer, who is the sole point of contact regarding this ITN, is:

Peggy Smith, Procurement Officer
Bureau of Procurement
Office of the Financial Management
Florida Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399-2500
(850) 717-3700
Email: Purchasing@fdc.myflorida.com

4.3 Questions

Pursuant to Section 287.057(25), F.S., Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, and other official office closures, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Timeline. Responses to written inquiries will be advertised on the VIP by the date referenced in the Timeline.

Interested Vendors are encouraged to carefully review all the materials contained herein and prepare Replies accordingly.

4.4 Mandatory Pre-Reply Conference and Site Visit

Vendors must participate in the Mandatory Pre-Reply Conference and Site Visit prior to submitting a Reply. **The Department will deem a Vendor's Reply non-responsive if a Vendor does not participate in the Mandatory Pre-Reply Conference and Site Visit.** The mandatory Pre-Reply Conference and Site Visit will be conducted at the time, date, and location provided in the procurement timeline.

The Department will accept verbal questions during the site visit and make a reasonable effort to provide answers. 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 questions subsequently submitted in writing in accordance with Section 4.3, Questions.** This written response will be provided to all prospective Vendors as an

addendum to the ITN and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions are for informational purposes only and shall not be binding upon the Department.**

4.5 Special Accommodations

Persons requiring special accommodations to respond to this ITN because of a disability should contact the Department's Bureau of Procurement at (850) 717-3700 at least five (5) Days before any Reply Opening or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the Bureau of Procurement by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).

4.6 Alternate Provisions and Conditions

Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Vendors are expected to submit questions or concerns regarding the requirements, terms, and conditions of this solicitation in writing to the Procurement Officer so that they may be addressed during the question and answer phase, as per Section 4.3 of this ITN. Including alternate provisions or conditions may result in the Reply being deemed non-responsive. However, as this is an ITN, the Department reserves the right to review innovative solutions and negotiate the best terms and conditions if determined to be in the State's best interest.

4.7 Reply Bond

Each Vendor is required to submit a Certified Check, Cashier's Check, or Reply Bond with its Reply submission to this ITN in the amount of $100,000. If submitting a bond rather than a check, the Department requires the Vendor's surety company to complete the Department's Reply Bond Form, included as Attachment VII. The bond shall be issued by a reliable surety company that has been in business with a record of successful continuous operation for at least five (5) years and is authorized to do business in the State. Provided Reply Bonds shall be valid until the Department executes a Contract or issues a Notice of Agency Decision canceling the solicitation or rejecting all Replies. The check/bond shall be payable to the Florida Department of Corrections. The check/bond ensures against a Vendor's withdrawal from competition after submitting a Reply. The check/bond will be returned to unsuccessful Vendors upon the execution of a Contract with the Successful Vendor or canceling the solicitation. If the Department decides to discontinue negotiations with the Vendor, the Department may release the Reply Bond. The check/bond of the Successful Vendor will be retained until the Contract is executed and the Department receives the required performance bond. The check/bond will be forfeited to the Department if the Vendor fails to timely submit the performance bond or other security, as required below, or fails to execute the Contract when required to do so by the Department. Any request for withdrawal of a submitted Reply, requested after five (5) Business Days, will be subject to the provisions of this Section.

4.8 Performance Guarantee/Bond

Within 10 Business Days of Contract execution, the Successful Vendor shall furnish the Department a performance guarantee in the amount of $1,000,000. The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. No payments shall be made to the Successful Vendor until the guarantee is in place and approved by the Department in writing.

The performance guarantee/bond requirements shall be maintained throughout the term of the Contract (including renewal years).

4.9 Pass/Fail Mandatory Responsiveness Requirements

The Department shall reject any and all Replies that do not meet the Pass/Fail criteria defined below.

A) The Vendor must attend the Mandatory Pre-Reply Conference and Site Visit in accordance with section 4.4.
B) The Contractor's remote interdiction system must be non-lethal.
C) The Contractor's remote interdiction system must be AI-governed.
D) The Contractor's remote interdiction system must comply with US FDA requirements.
E) The Contractor's remote interdiction system must integrate with the Correctional Institution's security operations center.
F) The Contractor's remote interdiction system must provide real-time forensic data related to all use of force incidents.
G) The Vendor's Reply must include a Reply Bond in the amount of $100,000.
H) The Vendor's Reply must include a letter commitment signed on or after July 1, 2026, from a Surety Company or Bonding Agent authorized to do business in the State and written on company letterhead that documents the Vendor's present ability to obtain a performance bond for at least $1,000,000; and
I) Determined Financial Stability. Pursuant to Section 287.057(27)(a), F.S., in determining whether a Vendor is a Responsible Vendor, the Department will accept any of the following as evidence of the Vendor's Financial Stability:
    1. Financial Statements: A complete set of audited financial statements for each of the last two (2) fiscal years, demonstrating Vendor's satisfaction of financial stability criteria.
    2. Documentation of an investment-grade rating from a credit rating agency designated as a nationally recognized statistical rating organization by the Securities and Exchange Commission.
    3. For a Vendor with annual revenues exceeding $1 billion, a letter containing a written declaration, pursuant to Section 92.525, F.S., issued by the chief financial officer or controller attesting that the Vendor is financially stable and meets the definition of financial stability in Section 287.057(27)(b), F.S.
    4. For a Vendor with annual revenues of $1 billion or less, documentation evidencing that the Vendor is financially stable and meets the definition of financial stability in 287.057(27)(b), F.S. If submitted by the Vendor, this subsection requirement shall be reasonably related to the value of the Contract and may not include audited financial statements.

4.10 Submission of Replies

Interested Vendors shall prepare and submit Replies simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this ITN. Elaborate bindings, colored displays, and promotional material are discouraged. The emphasis of each Reply should be on the completeness of the solution proposed and the clarity of the content.

Vendors shall submit their Replies to the Procurement Officer by the date and time specified in the Timeline of this ITN. The Department will not consider late Replies. In Reply to this ITN, each interested Vendor shall:

A) Submit a Technical Reply and a Cost Reply in separately sealed packages. The Vendor's Cost Reply may be shipped in the same container or package as its Technical Reply as long as the Cost Reply is sealed separately.

B) Submit one (1) signed original plus four (4) hard copies of its Technical Reply, sealed separately from the Cost Reply.

C) Submit one (1) signed original plus four (4) hard copies of its Cost Reply, sealed separately from the Technical Reply.

D) Submit one (1) searchable electronic copy of the Technical Reply on a flash drive. If there are differences between the electronic copy and the original written version, the written version will prevail.

E) Submit one (1) searchable electronic copy of the Cost Reply on a flash drive sealed separately from the Technical Reply. If there are differences between the electronic copy and the original written version, the written version will prevail.

F) If the Vendor includes information in their Reply that they believe to be and have marked as confidential or a trade secret, they should submit a redacted copy of their Reply, as outlined in Section 4.23. The Vendor should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version), on a flash drive (not password protected). The Department will rely upon the Vendor submitting the redacted version to ensure the redacted version satisfies this requirement. If a redacted version is not submitted, 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.

G) Sealed packages to be delivered shall be clearly marked with the solicitation number, company name, due date, and time, and identify which package(s) contains the Technical Reply and Cost Reply.

H) Submitted hard copies contained in the sealed packages are to be clearly marked on the front cover of both the original and copies, with the Vendor's company name, solicitation number, and whether it is the Technical or Cost Reply. Hard copies should be numbered one (1), two (2), etc., in sequential order for ease of tracking.

4.11 Contents of Reply Submittals

Replies shall be organized in TABs as directed below. Vendors shall complete each TAB entirely to be considered responsive. Material Deviations cannot be waived and shall be the basis for rejection of a Reply. A Minor Irregularity may or may not result in a rejection of a Reply as determined solely by the Department.

The Reply shall be organized as follows:

TAB A Cover Letter with Contact Information, Executive Summary, Pass/Fail Certification Mandatory Responsiveness Requirements (Section 4.9 of this ITN), Reply Bond, and Performance Bond/Irrevocable Letter of Credit Letter (Limit 10 pages)

TAB A shall include the following information:

a) Cover Letter
A cover letter on the Vendor's letterhead with contact information and the name and signature of the representative of the responding organization authorized to legally obligate the Vendor to provide the services. The cover letter must state that the Vendor agrees to provide the services as described in their Reply and the ITN;

b) Executive Summary
An executive summary of the Vendor's Reply. The executive summary will describe the technical solution, cost methodology, assumptions, and operational model the Vendor proposes concisely and meaningfully. No pricing information is to be included in the executive summary;

c) Performance Bond/Guarantee Letter
A letter signed on or after July 1, 2026, from a Surety Company or Bonding Agent authorized to do business in the State of Florida and written on company **letterhead** that documents the Vendor's present ability to obtain a performance bond for at least $1,000,000. **Failure by the Vendor to provide this letter with its Reply will be considered a Material Deviation and will result in the Reply being deemed non-responsive; and**

d) Additional Documents (These documents do not count towards the 10-page limit for Tab A)
Vendors shall complete the following forms and documents, as appropriate, and include them in **TAB A of their Reply**:

- The completed, notarized Attachment VIII – Pass/Fail Requirement Certification and Non-Collusion Certification signed by the authorized representative who signs the above-mentioned cover letter;
- Attachment III – Vendor's Contact Information;
- Attachment IV – Certification of Drug-Free Workplace Program (if applicable);
- Attachment IX – Notice of Conflict of Interest;
- The Vendor's Reply bond as required in Section 4.7 of this ITN;
- Demonstration of Financial Stability as described in Section 4.9(I) of this ITN;
- Attachment X - Nondisclosure Agreement for Restricted Information;
- Attachment XI - Business Associate Agreement for HIPAA;
- Attachment XII – Vendor Certification Form (PUR 7801); and
- Attachment XIII – Forced Labor Vendor Certification (PUR 2024).

TAB B Experience and Ability to Provide Services (limit 50 pages)

TAB B shall include the following information:

a) Prior Work Experience

1) Narrative/Record of Past Experience

Details of the Vendor's previous experience providing and developing services similar to those contemplated in the scope of work. The Department reserves the right to contract entities identified by the Vendor to confirm the Vendor's provided information. The Vendor shall include:

- A description of experience providing services similar in nature to the ones sought in this ITN;
- The specific length of time the Vendor has provided similar services and where services were provided;
- All current and/or prior (within three (3) years) federal, state, or government contracts for the provision of related services, including a description of the specific services, locations and dates;

- A narrative summary of contract performance in all of the above-identified contracts, including any identified performance deficiencies and the assessment of financial consequences or liquidated damages;
- The name(s), telephone number(s), and address(es) for the specified federal, state, or government contract manager(s);
- A summary of any exemplary or qualitative findings, recommendations, or other validations demonstrating operational experience. (i.e., specialized accreditation, grant awards, etc.); and
- A list of all contracts within the last five (5) years that were terminated prior to the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination.

2) Disputes

Vendors shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had within the last three (3) years relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the other contracted party that the Vendor was in default or breach of a duty under the contract or not performing obligations as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the Institution of any judicial or quasi-judicial action against the Vendor as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Vendors must indicate whether the disputes were resolved and, if so, explain how they were resolved.

3) Subcontractor Information

If the Vendor plans to use subcontractors to provide any performance under the Contract, the Vendor shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment V, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

4) Organizational Charts

The Vendor shall provide an organizational chart outlining the hierarchy of key personnel who will ensure service delivery under the Contract.

5) Personnel

The Vendor shall provide a Staffing Plan and job descriptions outlining the duties and responsibilities of the Vendor's personnel and any other positions the Vendor proposes to use for service delivery under the Contract. The job descriptions should include specific job functions and minimum qualifications for the identified positions. If a position is not dedicated as full-time to provide services under the Contract, the percentage of time should be noted on the Vendor's Staffing Plan.

b) Additional Information or Documentation

1) Attachment II – Vendor's Reference Form

TAB C Description of Solution (limit 15 pages)

TAB C shall include the following information:

- The Vendor's general approach to providing services;
- The Vendor's understanding of the goals and requirements of this solicitation;
- The Vendor's approach to satisfying the requirements and goals of this solicitation;
- Any risks and/or challenges identified by the Vendor that place achievement of the Department's goals at risk; and
- Why the Vendor's solution is the best value for the State.

TAB D Service Area Detailed Solution (limit 75 pages)

Section 3 defines the requirements and service level expectations for the services sought in this ITN.

In **TAB D**, for each requirement, Performance Measure, and report required in Section 3 of this ITN, the Vendor shall include the following:

- Acknowledge acceptance of each requirement or note any proposed modification or innovative solutions that may differ from the requirement but meet the Department's needs;
- Acknowledge acceptance of the measures of each Performance Measure (PM);
- Indicate its ability to exceed the required PMs, if applicable, and provide additional PMs the Vendor identifies as important that are not currently specified;
- Identify proposed modifications to the PMs and the impact of the modification (e.g., greater quality control, additional sources of revenue, lower prices, etc.);
- Describe ways to minimize any Department resources associated with these services. This may include modifying the requirements and/or PMs while still meeting the needs of the service, or recommending a different approach for the service; and
- Describe any additional Value-Added Services or deliverables it will provide the Department at no additional cost.

TAB E Remote Interdiction Pilot Project Plan (limit 55 pages)

To ensure a complete and successful delivery of services, the Vendor shall provide a Remote Interdiction Pilot Project Plan as part of their Reply. The plan must address all requirements listed in GPM 001.

TAB F Additional ideas for improvement or cost reduction, and other supplemental materials - (limit 15 pages)

In **TAB F** of its Reply, the Vendor is invited to elaborate on innovative solutions, additional ideas, pricing structures, or tools for service improvements that are not specifically addressed in **TABs B – E** but may be made available via the Vendor's offering and the potential benefits to the Department that each would bring. The Department is interested in ideas or tools that will provide the highest level of performance and operational efficiencies. **Actual proposed pricing shall only be provided using Attachment I, Price Information Sheet.** Cost points will be awarded

based on Attachment I, as described in Section 4.18.2 of this ITN. The Department may request that Vendors submit alternate pricing models during the Negotiation Phase of the ITN process. A Vendor must be sure to describe in detail all additional features, capabilities, or services that it will provide in the additional features section.

TAB G Attachment I – Price Information Sheet

The Vendor shall complete and submit Attachment I, Price Information Sheet, indicating transaction rates for the Contract's initial term and renewal years. The completed Attachment I, Price Information Sheet, shall be included in **TAB G** of the Vendor's Reply. **TAB G** shall be provided in a separate, sealed envelope and is not to be provided in the Vendor's Technical Reply.

4.12 Reply Opening

Replies will be publicly opened at the time and date specified in the Timeline and will be opened at the Florida Department of Corrections, Bureau of Procurement, 501 S. Calhoun Street, Tallahassee, Florida. The names of all Vendors submitting Replies shall be made available to interested parties upon written request to the Procurement Officer listed in Section 4.2.

4.13 Costs of Preparing Reply

The Department is not liable for any costs incurred by a Vendor in responding to this ITN, including costs associated with presentations, site visits, or negotiations.

4.14 Disposal of Replies

All Replies 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 Reply will not affect this right. Should the Department reject all Replies and issue a re-solicitation, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071(b), F.S.

4.15 Right to Withdraw

The Department reserves the right to withdraw this ITN at any time and assumes no liability to any Vendor.

4.16 Right to Reject Reply Submissions and Waiver of Minor Irregularities

The Department reserves the right to reject any or all Replies and reserves the right to waive Minor Irregularities when doing so would be in the best interest of the State. At its option, the Department may correct Minor Irregularities, but is not obligated to do so.

4.17 Addenda

The Department will post all addenda and materials relative to this procurement on the Vendor Information Portal (VIP) at https://vendor.myfloridamarketplace.com/. **Interested parties are responsible for monitoring this site for new or changing information relative to this ITN.** Vendors are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.

4.18 Reply Evaluation Criteria

4.18.1 TECHNICAL REPLY EVALUATION SCORE (0 - 750 POINTS)

A. <u>Experience and Ability to Provide Services</u>

Evaluation of the Vendor's experience and ability to provide services will be based upon the information contained in its entire Reply but primarily on the information contained in **TAB B**.

1) Prior Work Experience

This section will be evaluated using, at a minimum, but not limited to, the following considerations:

- Has the Vendor demonstrated in its Reply that it has experience in performing the requirements of contracts with a similar size and scope as the services sought?
- How well did the Vendor convey their ability to provide services as described in this ITN?
- Does the Vendor have relevant correctional, law enforcement, or criminal justice contractual services experience?
- Are there any issues or concerns identified regarding the Vendor's experience or ability to provide the services sought?

B. <u>Initial Remote Interdiction Pilot Project Plan</u>

Evaluation of the Vendor's proposed offering will be based upon the information contained in their entire Reply, but primarily on the information contained in **TAB E**. Replies will be evaluated using, at a minimum, but not limited to, the following considerations:

1) How well does the proposed offering satisfy the following criteria?

- How well does the Vendor's solution assess the effectiveness of the Remote Interdiction Technology in reducing the quantity and severity of disturbances and assaults?
- How well does the Vendor's solution apply force without physical contact between Department staff and the Targeted Inmate(s)?
- How well does the Vendor's solution allow Department staff to apply force from behind a barrier or other structure without exposure to assault or battery by Inmates?
- How well does the Vendor's solution prevent the unintentional application of force against Inmates not targeted for interdiction by Department staff?
- How well does the Vendor's solution prevent the unintentional application of force against non-Inmates?
- How well does the Vendor's solution reduce Department healthcare and administrative costs following the use of force?
- How well does the Vendor's solution leverage artificial intelligence to improve the efficiency and effectiveness of Department staff?

- How well does the Vendor's solution provide a full integration with the Institution's Security Operations Center to provide real-time forensic reporting?
- How well does the Vendor's solution meet the timelines required by the Department to complete and provide a proper assessment of the Pilot?

4.18.2 Cost Reply Evaluation (0 - 250 Points)

The Vendor's Price Information submitted under **TAB G,** on Attachment I, Price Information Sheet, will be used by the Procurement Officer to determine the Vendor's Cost Reply Score using the formula described below. Vendors may receive a maximum of 250 points for their Cost Reply.

The Vendor submitting the lowest Grand Total Price will be awarded 250 points. All other Replies will receive points according to the following formula:

$$(N/X) \times 250 = Z$$

Where: N = Lowest Grand Total Price
X = Vendor's Grand Total Price
Z = Vendor's Cost Reply Score

4.18.3 FINAL EVALUATION SCORE

The Reply Evaluation Score is the sum of the Vendor's weighted Technical Reply Evaluation Score (0 – 750 points) and Cost Reply Score (0 – 250 points).

4.19 Reply Evaluation and Negotiation Process

As to the ITN process, Section 287.057(1)(c), F.S., provides in part:

"(c) Invitation to negotiate - The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendors with which the agency may negotiate in order to receive the best value.

4. The agency shall evaluate Replies against all evaluation criteria set forth in the Invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the State, based on the selection criteria."

Using the Evaluation Criteria specified above, in order to establish a competitive range of Replies reasonably susceptible to an award, the Department will evaluate and rank Vendor Replies and, at the Department's sole discretion, proceed to negotiate with Vendors.

A. Evaluation Phase Methodology

The Evaluation Team members will individually and independently review each Reply and evaluate each Reply for each of the following Technical Evaluation Sections:

Technical Evaluation Section	Available Points (Scored by Evaluators)	Weight	Weighted Available Points
Experience and Ability to Provide Services	**1-5**	6%	45
Remote Interdiction Pilot Project Plan: Approach to Remote Interdiction System	**1-5**	10%	75
Remote Interdiction Pilot Project Plan: Staffing Plan	**1-5**	10%	75
Remote Interdiction Pilot Project Plan: Equipment Installation and Calibration	**1-5**	14%	105
Remote Interdiction Pilot Project Plan: Training of Department Personnel	**1-5**	10%	75
Remote Interdiction Pilot Project Plan: Live Demonstration Period	**1-5**	10%	75
Remote Interdiction Pilot Project Plan: Remote Interdiction Technology Safety	**1-5**	15%	112.5
Remote Interdiction Pilot Project Plan: Forensic Data Reporting for Use of Force Incidents	**1-5**	10%	75
Remote Interdiction Pilot Project Plan: Remote Interdiction Pilot Project Performance Report	**1-5**	15%	112.5
TOTAL	**750(weighted)**	**100%**	**750**

Evaluation Team members will assign a score of 1–5, using **no fractions or decimals**, to each Technical Evaluation Section in Table 1. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate).

The table below guides the Evaluation Team members when scoring Vendor Replies.

Assessment	Scoring Guidelines	Evaluator Score	Percentage of Available Points Earned
Poor	Reply Fails to address the component, or it does not describe any experience related to the component; **OR** the Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria.	1	20%
Marginal	Reply minimally addresses the requirements; one (1) or more major considerations of the component are not addressed or are so limited that it results in a low degree of confidence in the Vendor's response or proposed offering; **OR**	2	40%

	Reply meets many of the basic requirements, specifications, or provision of the specific items but is lacking in some essential respects for the specific criteria.		
Adequate	Reply adequately meets the minimum requirements, specification, or provision of the specific item and is generally capable of meeting the State's needs for specific criteria.	3	60%
Good	Reply more than adequately meets the minimum requirements, specification, or provision of the specific criteria and exceeds those requirements in some respects for the specific criteria.	4	80%
Excellent	Reply fully meets all requirements and exceeds several requirements, and exceeds the minimum requirements, specifications, and provisions in most aspects for the specific criteria.	5	100%

The Technical Evaluation scores received from each Evaluation Team member will be multiplied by their assigned weight. For each Vendor's Reply, its Technical Reply scores from all Evaluation Team members will be averaged to obtain the Vendor's weighted Total Technical Evaluation Reply Score per Section 4.18.1. The Department will add a Vendor's Technical Evaluation Reply Score and the Cost Reply Score to determine the Vendor's Final Evaluation Score.

B. Final Reply Evaluation Score

The Final Evaluation Scores for all Vendors will be used to rank their Replies (Reply with the highest score = 1, the second highest = 2, etc.). The ranking for each Reply will be used to establish a competitive range to determine which Vendors may be invited to participate in Negotiation Phase. The Department intends to first negotiate with the two (2) most highly ranked Responsive and Responsible Vendors, based upon their Final Evaluation Scores, but the Department reserves the right to negotiate with fewer Vendors, more than two (2) Vendors, or to reject all Replies.

Vendors are cautioned to propose their best possible offers in their initial Replies as failing to do so may result in the Vendor not being selected to proceed to Negotiation Phase. If necessary, the Department will request revisions to the approach submitted by the top-rated Vendor(s) until it is satisfied that the service model will meet the Department's needs and is determined to provide the best value for the State.

C. Negotiation Phase Methodology

The Department reserves the right to negotiate with any or all Responsible Vendors submitting a Responsive Reply, consecutively or concurrently, to determine the best value for a recommendation of award.

During the Negotiation Phase, the Department reserves the right to exercise the following rights. This list is not exhaustive.

1. Schedule additional negotiation sessions with any or all Responsive Vendors;
2. Require any or all Responsive Vendors to provide additional revised or final written Replies addressing specified topics;
3. Require any or all Responsive Vendors to provide a written Best and Final Offer (BAFO);

4. Require any or all Responsive Vendors to address services, prices, or conditions offered by any other Vendor;
5. Pursue a Contract with one (1) or more Responsible Vendor(s) with Responsive Replies for the services sought in this ITN and any addenda thereto, and request additional, revised, or final BAFOs;
6. Pursue the division of Contracts between Responsible Vendor(s) with Responsive Replies by type of service, geographic area, or both;
7. Arrive at an agreement with any Responsible Vendor with a Responsive Reply, finalize principal Contract terms with such Vendor, and terminate negotiations with any or all other Vendors;
8. Decline to conduct further negotiations with any Vendor;
9. Re-open negotiations with any Vendor;
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation;
11. Review and rely on relevant information contained in the Replies received from any Vendor;
12. Review and rely on relevant portions of the evaluations conducted;
13. Reject any and all Replies if the Department determines such action is in the best interest of the State;
14. Negotiate simultaneously or separately with competing Vendors;
15. Accept portions of a competing Vendor's Reply and merge such portions into one (1) proposal, including contracting with the entities offering such portions;
16. Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the Negotiation Team; and
17. Visit a site where the Vendor is currently providing goods or services, with or without inviting the Vendor to participate.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope, and manner of such actions, the Responsive Vendor or Vendors affected, and whether to provide concurrent public notice of such decision(s).

Before award, the Department reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Vendors that proceed to negotiations will be required to make a presentation/demonstration and may be required to provide additional references, an opportunity for a Site Visit, etc. The Department reserves the right to require attendance by particular representatives of the Vendor. Any written summary of presentations or demonstrations provided by the Vendor shall include a list of persons attending on behalf of the Vendor, a copy of the agenda, and copies of all visuals or handouts, and shall become part of the Vendor's Reply. Failure to provide requested information may result in rejection of the Reply.

As part of the negotiation process, the Department will review references as outlined in Section 4.11, Tab B, and assess the extent of success of the associated projects. The Department also reserves the right to contact references provided or not provided by the Vendor. Vendors may be required to provide additional references. The results of the reference check may influence any final negotiations and selection of the Vendor.

The negotiations will focus on achieving the solution that provides the best value to the State based on the Selection Criteria and satisfies the Department's primary goals as identified in this ITN. The Selection Criteria include, but are not limited to, the following:

Selection Criteria:

1. The Vendor's articulation of its overall approach to providing the requested services;
2. The innovation of the Vendor's approach to providing the services;
3. The Vendor's articulation of its solution and its ability to implement and execute the solution to meet the requirements of this ITN;
4. The Vendor's demonstrated ability to effectively provide the services;
5. The Vendor's experience in providing the services being procured and the skills of proposed staff relative to the solution approach and offering; and
6. The Vendor's Technical Reply, Cost Reply, and/or BAFO as they relate to satisfying the goals of the Pilot identified herein.

The Negotiation Phase will also include the negotiation of Contract terms and conditions, in accordance with Sections 287.057 and 287.058, F.S., as applicable to the services being procured pursuant to this ITN.

By submitting a Reply, a Vendor agrees to be bound to the terms contained in this ITN, including the terms of SECTION 5 – CONTRACT TERMS AND CONDITIONS. Vendors should assume these terms will apply during the Contract term, but the Department reserves the right to negotiate different terms, requirements, or compensation models, pricing, and conditions if the Department determines that it provides the best value to the State.

D. Final Recommendation of Award

During the Negotiation Phase, the Department will issue a written Request for Best and Final Offer(s) (RBAFO) to one (1) or more of the Vendors with which negotiations were held. At a minimum, based upon the negotiation process, each Best and Final Offer (BAFO) submitted in response to the RBAFO must contain:

1. A revised and detailed description of the Vendor's solution;
2. All negotiated terms and conditions; and
3. A final Cost Reply.

Each BAFO will be submitted to the Department for review by the Negotiation Team. The Negotiation Team will meet in a public meeting to determine which Vendor's offering constitutes the best value to the State based on the Selection Criteria. The Department's Negotiation Team will then develop a recommendation for an award that will provide the best value. In so doing, the Negotiation Team is not required to score any Vendor's BAFO but will base its recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into the Negotiation Phase, and any Evaluation Phase Scores will not bind the Negotiation Team. The Procurement Officer will provide the Secretary with the Negotiation Team's award recommendation for final award approval.

The Department reserves the right to re-open negotiations at any time prior to Contract award if it is in the best interest of the State, including requesting revisions and clarifications to a Vendor's BAFO. The Department may continue to negotiate with one (1) or more Vendors after receiving the BAFOs.

E. Basis of Award

The Secretary will award the ITN to the Vendor providing the best value to the State, based on the Selection Criteria, taking into consideration the award recommended by the Negotiation Team. In so doing, the Secretary is not required to score the Vendors' BAFOs, or Replies but will base his decision on the Selection Criteria set forth above.

The Secretary reserves the right to seek advice from top advisors about legal, legislative, institutional, and other impacts.

4.20 State Licensing Requirements

All entities defined under Chapters 605, 617, or 620, F.S., seeking to do business with the Department must be on file and in good standing with the Florida Department of State or provide certification of their exemption therof at the time of Reply Submission.

4.21 MyFloridaMarketPlace (MFMP) Vendor Registration

All contractors doing business with the State as defined in Section 287.012, F.S., must register in the MFMP VIP system unless exempted under Rule 60A-1.033, Florida Administrative Code (F.A.C). State agencies shall not agree to purchase commodities or contractual services with any Vendor not registered in MFMP unless exempted by rule. A Vendor not currently registered in MFMP shall do so within five (5) Days of the ITN award. Vendors may complete their MFMP registrations at: http://vendor.myfloridamarketplace.com. Vendors needing assistance regarding their MFMP registration may contact the MFMP Customer Service Desk at 1-866-352-3776 or vendorhelp@myfloridamarketplace.com.

MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Agencies to registered Vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Department will have grounds for declaring the Vendor in default if the Vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the Vendor to being suspended from business with the State of Florida.

4.22 Unauthorized Employment of Alien Workers

The Department does not intend to award publicly funded Contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

4.23 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 Reply 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 Reply, 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.

4.24 Substitute W-9

The Florida Department of Financial Services (DFS) requires all Vendors doing business with the State to submit a Substitute W-9 Form electronically. To submit Forms, find frequently asked questions, and receive other assistance, Vendors can visit https://flvendor.myfloridacfo.com. For additional help, Vendors may contact DFS at (850) 413-5519 or FLW9@myfloridacfo.com.

4.25 Scrutinized Company Certification

In submitting a Reply to this ITN, the Vendor certifies the following:

A. If a contract is for goods or services of any amount, the Vendor certifies:

- It is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S.; and
- It is not currently engaged in a boycott of Israel in accordance with Section 287.135(2)(a), F.S.

B. If the Vendor provides goods or services that could be at or above $1 million, the Vendor also certifies: It has completed DMS Form PUR 7801, included as Attachment XII.

- It is not listed on the Scrutinized Companies with Activities in Sudan List;
- It is not listed on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, as identified under Section 215.473, F.S.; and
- It does not have business operations in Cuba or Syria, as defined in Section 287.135(1)(c), F.S.

C. The Vendor agrees that the Department can immediately terminate the Contract for cause or disqualify the Vendor from further consideration of a contract if the following is discovered:

- The Vendor is found to have submitted a false certification, after providing notice in accordance with Section 287.135(5)(a), F.S.;
- The Vendor is placed on a list created pursuant to Section 215.473, F.S., relating to scrutinized active business operations in Iran and/or Sudan; or
- The Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

D. The Vendor understands the following:

- The Department may, on a case-by-case basis, make exceptions to these requirements as permitted in Section 287.135(4), F.S.; and
- An unsuccessful Vendor or any other person has no right to protest the award of a contract or renewal on the basis of a false certification, in accordance with Section 287.135(6), F.S.

Vendors shall accomplish this certification(s) by completing and returning Attachment VIII, Pass/Fail Requirement Certification and Non-Collusion Certification. **If Attachment VIII is not included in the Vendor's Reply, the Reply will be deemed non-Responsive.**

4.26 Disclosure of Reply Submittal Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Vendor or its agents. All Replies 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 Reply. Selection or rejection of a Reply shall not affect this right.

4.27 Advertising Notice of Agency Decision

As in any competitive solicitation, the Department shall advertise a public notice of agency action when the Department has made a determination including, but not limited to, a decision to award a Contract, reject all Replies, or to cancel or withdraw the ITN.

The notice of agency decision will be advertised 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 period). Advertisements are made available on the VIP at https://vendor.myfloridamarketplace.com/.

4.28 Protest Procedures

Under Section 120.57(3), F.S., any person who is adversely affected by the agency decision or intended decision shall file a notice of protest or formal written protest 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 fax to (850) 922-4355. Protests must be made in compliance with Rules 28-110.003, 28-110.004, and 28-110.005, F.A.C. Filings received after the Business Hours of Monday – Friday from 8:00 a.m. to 5:00 p.m. ET will be filed the next Business Day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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..

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SECTION 5 – CONTRACT TERMS AND CONDITIONS

5.1 General Contract Conditions

General contract conditions are outlined in Form PUR 1000, a downloadable document incorporated by reference in this ITN. Any terms and conditions set forth within this ITN 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. Form PUR 1000 may be viewed at the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

5.2 Travel Expenses

The Department shall not be responsible for the payment of any travel expenses incurred by the Contractor(s) due to this ITN or Contract.

5.3 E-Verify

Every public employer, contractor, and subcontractor shall register with and use the E-Verify system, https://e-verify.gov/employers, to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system under Section 448.095, F.S.

5.4 State Initiatives

5.4.1 Diversity in Contracting

The State is committed to supporting its diverse business industry and population by ensuring participation by minority-owned, women-owned, and veteran-owned business enterprises in the State's economic life. The Department works in conjunction with the Florida Department of Management Services, Office of Supplier Development, to provide training on how to access its procurement opportunities.

The Office of Supplier Development offers resources to diverse business enterprises, including the Mentor Protégé Program, which connects eligible business enterprises with private corporations for business development mentoring. For more information, including contact information, on the Mentor Protégé Program, Contractors may visit the Office of Supplier Development's website at:
https://www.dms.myflorida.com/business_operations/state_purchasing/office_of_supplier_development_osd.

5.4.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Contractor shall submit a plan to support the procurement of commodities and materials with recycled content, referencing the intent of Section 403.7065, F.S. The Contractor shall also provide a plan, if applicable, for reducing or handling hazardous waste generated by the Contractor's company, referencing Rule 62-730.160, F.A.C. The Florida Department of Environmental Protection (DEP) requires any generator of hazardous waste materials exceeding certain thresholds to have a valid and current hazardous waste generator identification number. This identification number shall be

submitted as part of the Contractor's explanation of its hazardous waste plan and shall explain, in detail, its handling and disposal of this waste.

5.5 Subcontracts

The Contractor may, only with the prior written consent of the Department, enter into written Subcontracts for the delivery or performance of services as indicated in this ITN. Anticipated Subcontract agreements known at the time of Reply Submission and the Subcontract amount must be identified in the Reply. If a Subcontract has been identified at the time of Reply Submission, a copy of the proposed Subcontract must be submitted to the Department. No Subcontract, which the Contractor enters into with respect to the performance of any of its functions under the Contract, shall in any way relieve the Contractor 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, including background checks and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) Business Days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure of the Contractor to pay the subcontractor within seven (7) Business Days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per Business 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 fifteen percent (15%) of the outstanding balance due.

5.6 Insurance

The Contractor agrees to provide adequate, comprehensive insurance coverage and hold such insurance during the existence of the Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under the Contract. At a minimum, such insurance shall include workers' compensation (if the Contractor employs workers) and employer's liability coverage, per Florida statutory limits; commercial general liability coverage; and automobile liability insurance covering all vehicles used in the course of Contract performance. The Contractor may be required to furnish the Department with written verification of such insurance coverage upon request. A self-insurance program established and operating under the laws of the State may be provided as coverage. The Department reserves the right to require additional insurance where appropriate.

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

5.7 Intellectual Property

To the extent that the Contract requires a Contractor to produce original writing, sound recordings, pictorial reproductions, drawings, other graphic representation, or 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 allow its agents to do the same. If the materials developed are subject to copyright, trademark, patent, or legal title, then 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 Florida Department of State for the exclusive use and benefit of the State. Under Section 286.021, F.S., no person, firm, or corporation, including parties to the Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida 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 Contractor. All computer programs, documents, and other intellectual property produced as part of the Contract shall become the exclusive property of the Florida Department of State, except for data processing software developed by the Department under Section 119.084, F.S. The Contractor and its employees and agents may not remove any such property without the express written consent of the Department.

The Contractor, without exception, shall indemnify and hold 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 Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim regarding copyright or patent infringement and afford the Contractor full opportunity to defend the action and control the defense of such claim. If such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use, replacement, or modification of the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or material covered by letter, patent, or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials.

5.8 Use of Funds for Lobbying Prohibited

The Contractor 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.

5.9 Safety Standards

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

5.10 Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act (ADA),), 42 U.S.C. 12101, et. seq. In the event of the Contractor’s noncompliance with the nondiscrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for award of future contracts.

5.11 Employment of Department Personnel

The Contractor shall not knowingly engage, employ or utilize, on a full-time, part-time, or another basis, any current or former employee of the Department during the term of the Contract, where such employment conflicts with Section 112.3185, F.S.

5.12 Legal Requirements

The applicable provision of all federal, State, county, and local laws and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Replies received in response to this ITN and shall govern any and all claims and disputes which may arise between person(s) submitting a Reply 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 Contractor shall not constitute a cognizable defense against the legal effect thereof.

5.13 Conflict of Law and Controlling Provisions

The Contract, including any conflict of law issue, shall be governed by the laws of the State of Florida.

5.14 Prison Rape Elimination Act (PREA)

The Contractor shall 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 Contractor will also comply with all Department policies and procedures related to PREA, which will be available to the Contractor upon request.

5.15 Contract Modifications

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

5.16 Contract Monitoring

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

- Desk review of records related to service delivery maintained at Department facilities serviced by the Contract (shall include any documents and databases pertaining to the Contract and may be based on all documents and data or a sampling of same, whether random or statistical);
- Site Visits;
- On-site reviews of records maintained at Contractor business location;
- Interviews with Contractor and/or Department staff;
- Review of grievances filed by Inmates regarding Contractor's service delivery;
- Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies; and
- Conduct quality and annual audits.

A contract monitoring tool will be developed and administered by the Department in accordance with the requirements in the Contract. The monitoring tool will be utilized in the review of the Contractor's performance. Such monitoring may include but is not limited to, both announced and unannounced site visits.

To ensure the contract monitoring process is conducted in the most efficient manner, the Department has established a Contractor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the contract monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Contract Manager file and the official Contract file. The Contractor shall complete the Self-Certification of Compliance checklist within 30 Days

of execution of the Contract resulting from this ITN and forward the original to the Contract Manager.

The contract monitor will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Contract Manager will be identified in detail to provide an opportunity for correction where feasible.

Within 10 Business Days of receipt of the Department's written monitoring report (which may be transmitted by email), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager. Email is an acceptable format for this communication in response to all noted deficiencies, including responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed 30 Days from the date of receipt of the monitoring report by the Contractor. The Department shall reject CAPs that do not contain all information required in writing. The Contractor shall have five (5) Days from the receipt of such written rejection to submit a revised CAP; the five (5) Days will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified or the Department will impose financial consequences as appropriate. The Contract Manager, contract monitoring team, or other designated Department staff may conduct follow-up monitoring at any time to determine compliance based on the Contractor's submitted CAP.

5.17 Rights to Examine, Audit, and Administer Resources

The Contractor will permit online and on-site visits by Department's authorized employees, officers, inspectors, and agents during an administrative or criminal investigation. The process can begin with either declaration of a Computer Security Incident Report Team (CSIRT) from the Department's CIO or Information Security Officer or directly from the Department's Inspector General.

The Contractor will make available all operating system computer logs generated by the mainframe, servers, routers, and switches as requested. The Contractor will provide the Department with administrative-level online access to the server console interfaces and logs if requested.

The Contractor will permit and facilitate physical and virtual access to the mainframe, servers, intrusion prevention system, firewalls, routers, and switches by the Department's authorized audit staff or representatives. Such access may include both internal and external security scans of those resources. The Department retains the right to audit the Contractor's network security.

In certain criminal investigations, it may be necessary for the Department to seize control of the mainframe or servers for the purpose of evidentiary control, pursuant to Sections 20.055 and 944.31, F.S.

5.18 Default

Failure to adhere to Contract terms and conditions may be handled in accordance with Section 287.1351, F.S. The Department may take any other necessary and appropriate actions to make the State whole in the event of such default.

5.19 Termination

5.19.1 Termination at Will

The Contract may be terminated by the Department upon no less than 30 Days' notice and by the Contractor upon no less than 180 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 methods of delivery whereby an original signature is obtained, or in-person with proof of delivery.

5.19.2 Termination for Cause

If a breach of the Contract occurs by the Contractor, the Department can terminate the Contract for cause. The Department may elect to afford, at its exclusive option, an opportunity for the Contractor to cure the breach for cause within 30 Days upon written notice by the Department. Any breach of the Contract which is still left uncured by the Contractor after the Department has elected to provide 30 Days to cure (remedy) the breach may result in the Department's termination of the Contract upon 24 hours written notice by the Department. If the Department does not elect to afford an opportunity for the Contractor to cure a breach (e.g., instances of egregious Contractor conduct or other Contractor actions which may be harmful to the Department), the Department may immediately terminate the Contract for cause upon 24 hours' written notice to the Contractor, as described in this section. Notice shall be delivered by certified mail (return receipt requested), in person with proof of delivery, or by another 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 in equity.

5.19.3 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.

5.20 Public Records Law

The Contractor agrees to (a) keep and maintain public records required by the Department in order to perform the service or the Contract obligations; (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 Contractor 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 Contractor or keep and maintain public records required by the Department to perform the service or the Contract obligations. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor 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. Pursuant to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and Section 119.07(1), F.S.

If the Contractor has questions regarding the application of Chapter 119, F.S., to the Contractor's duty to provide public records relating to the Contract, contact the custodian of public records at:

Florida Department of Corrections
ATTN: Public Records Unit
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-9774
Fax: (850) 922-4355

Website:
https://floridadoc.govqa.us/WEBAPP/_rs/(S(mxurvkhn004wtw1eymm15f4x))/SupportHome.aspx

5.21 Audit Requirements

a) The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Auditing Principles (GAAP).

b) The Contractor agrees to include all record-keeping requirements in all Subcontracts and assignments related to the Contract.

c) The Contractor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in the Contract and CFO Memorandum #20 (2021-22), which is incorporated herein as if fully stated.

5.22 Record Retention

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract following termination of the Contract for the timeframes required by the Florida Department of State, General Records Schedule, GS1-SL, which can be found at the following link: https://dos.myflorida.com/library-archives/records-management/general-records-schedules/. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of the Contract. 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 two (2) Business Days upon request, if stored at a different site location than the address listed on Attachment III-Vendor's Contact Information or the Contract. 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. The Vendor must retain all documents for the appropriate timeframes listed in the GS1-SL record schedule following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the appropriate timeframes, the records shall be retained until resolution of 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 Contractor shall advise the Department of the location of all records pertaining to the Contract and shall notify the Department by certified mail within 10 Days if and when the records are moved to a new location.

5.23 Indemnification

The Contractor 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 Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under the Civil Rights Act Title 42 USC §1983 .

5.24 Cooperation with the Inspector General

In accordance with Section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing concerning this Contract.

5.25 Cooperation with the Florida Senate and Florida House of Representatives

In accordance with Section 287.058(7),F.S. the Contractor agrees to disclose any requested information relevant to the performance of this Contract to members or staff of the Florida Senate or Florida House of Representatives, as required by the Florida Legislature. The Contractor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

5.26 Security Requirements

The Successful Contractor shall comply with the security requirements detailed in Attachment VI, Security Requirements for Contractors.

5.27 Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Director of Administration or designee. The Department's Director of Administration, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the Department's Contract Administrator.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Attachment I - Price Information Sheet
FDC ITN-27-015

The Vendor shall provide a price for each deliverable.

DELIVERABLE:	QTY:	PRICE:
Deliverable 1: Approved Pilot Project Plan	1	$ _____
Deliverable 2: Installation of Pilot Equipment	1	$ _____
Deliverable 3: One Month of Remote Interdiction Service	12	$ _____
Deliverable 4: Approved Pilot Project Report	1	$ _____
GRAND TOTAL PRICE:		**$ _____**

_____ _____
VENDOR NAME PRINTED NAME OF AUTHORIZED REPRESENTATIVE

_____ _____
FEIN SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
DATE

Attachment II - Vendor's Reference Form
FDC ITN-27-015

Attachment II – Vendor's References consists of three (3) parts.

PART I

In the spaces provided below, the Vendor shall list all names under which it has operated during the past five (5) years.

_____

_____

_____

_____

Using the following page, the Vendor shall provide three (3) separate and verifiable references. The references listed must be for businesses or government agencies for whom the Vendor has provided services of similar scope and size to the services identified in this ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included.

In the event the Vendor has had a name change since the time work was performed for a listed reference, the name under which the Vendor operated at that time must be provided in the space provided for Vendor's Name on that reference sheet.

Subcontractors that are listed in the response to this ITN will not be accepted as references.

Additionally, references shall pertain to current and ongoing services or those that were completed within the last three (3) years. References shall not be given by:

- Persons employed by the Department within the past three (3) years.
- Persons currently or formerly employed or supervised by the Vendor or its affiliates.
- Board members within the Vendor's organization.
- Relatives of any of the above.

The Department will attempt to contact all three (3) references provided by the Vendor to complete the attached References Questionnaire. The total number of references contacted to complete References Questionnaires for any Vendor will be three (3).

References should be available for contact by the Department during regular Business Hours. The Department will attempt to contact each reference by telephone up to three (3) times. The Department will not correct incorrectly supplied information.

Additionally, the Department reserves the right to contact references other than those identified by the Vendor to obtain additional information regarding past performance.

PART II

Vendor's Reference Form and Questionnaire

Reference #1

Vendor's Name:

_____

Reference's Name:

_____

Address:

_____

Primary Contact Person: Alternate Contact Person:

_____

Primary Phone Number: Alternate Phone Number:

_____

Primary Email Address: Alternate Email Address:

_____

Contract Performance Period:

_____

Location of Services:

_____

Brief description of the services performed for this reference:

Dated this _____ day of _____ 20___.

Name of Organization: _____

Signed by: _____

Print Name: _____

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: _____

Reference #1

Vendor's Name:
Reference's Name:

Question	**Score**
1. Briefly describe the services the Vendor performed for your organization:	N/A
2. How would you rate the contract implementation with this Vendor? *Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0*	
3. Did the Vendor consistently meet all its performance/milestone deadlines? *Yes = 4, No = 0*	
4. Did the Vendor submit reports and invoices that were timely and accurate? *Yes = 4, No = 0*	
5. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the Vendor during the last 12 months? *Yes = 0, No = 4*	
6. How would you rate the Vendor's key staff and their ability to work with your organization? *Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0*	
7. Did you ever request dismissal of any key staff? *Yes = 0, No = 4*	
8. Did the Vendor's project/contract manager effectively manage the contract? *Yes = 4, No = 0*	
9. How would you rate the Vendor's customer service? *Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0*	
10. Was the Vendor's staff knowledgeable about the contract requirements and scope of services? *Yes = 4, No = 0*	
11. Did the Vendor work cooperatively with the organization during the contract? *Yes = 4, No = 0*	
12. Would you contract with this Vendor again? *Yes = 8, No = 0*	
Total Score	

Reference Verified by:

_____ _____

Name (printed) Title

_____ _____

Signature Date

Vendor's Reference Form and Questionnaire

Reference #2

Vendor's Name:

Reference's Name:

Address:

Primary Contact Person: Alternate Contact Person:

Primary Phone Number: Alternate Phone Number:

Primary Email Address: Alternate Email Address:

Contract Performance Period:

Location of Services:

Brief description of the services performed for this reference:

Dated this _____ day of _____ 20___.

Name of Organization: _____

Signed by: _____

Print Name: _____

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: _____

Reference #2

Vendor's Name:
Reference's Name:

Question	**Score**
1. Briefly describe the services the Vendor performed for your organization:	N/A
2. How would you rate the contract implementation with this Vendor? *Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0*	
3. Did the Vendor consistently meet all its performance/milestone deadlines? *Yes = 4, No = 0*	
4. Did the Vendor submit reports and invoices that were timely and accurate? *Yes = 4, No = 0*	
5. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the Vendor during the last 12 months? *Yes = 0, No = 4*	
6. How would you rate the Vendor's key staff and their ability to work with your organization? *Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0*	
7. Did you ever request dismissal of any key staff? *Yes = 0, No = 4*	
8. Did the Vendor's project/contract manager effectively manage the contract? *Yes = 4, No = 0*	
9. How would you rate the Vendor's customer service? *Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0*	
10. Was the Vendor's staff knowledgeable about the contract requirements and scope of services? *Yes = 4, No = 0*	
11. Did the Vendor work cooperatively with the organization during the contract? *Yes = 4, No = 0*	
12. Would you contract with this Vendor again? *Yes = 8, No = 0*	
Total Score	

Reference Verified by:

_____ _____

Name (printed) Title

_____ _____

Signature Date

Vendor's Reference Form and Questionnaire

Reference #3

Vendor's Name:

Reference's Name:

Address:

Primary Contact Person: Alternate Contact Person:

Primary Phone Number: Alternate Phone Number:

Primary Email Address: Alternate Email Address:

Contract Performance Period:

Location of Services:

Brief description of the services performed for this reference:

Dated this _____ day of _____ 20___.

Name of Organization: _____

Signed by: _____

Print Name: _____

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: _____

Reference #3

Vendor's Name:
Reference's Name:

Question	**Score**
1. Briefly describe the services the Vendor performed for your organization:	N/A
2. How would you rate the contract implementation with this Vendor? *Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0*	
3. Did the Vendor consistently meet all its performance/milestone deadlines? *Yes = 4, No = 0*	
4. Did the Vendor submit reports and invoices that were timely and accurate? *Yes = 4, No = 0*	
5. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the Vendor during the last 12 months? *Yes = 0, No = 4*	
6. How would you rate the Vendor's key staff and their ability to work with your organization? *Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0*	
7. Did you ever request dismissal of any key staff? *Yes = 0, No = 4*	
8. Did the Vendor's project/contract manager effectively manage the contract? *Yes = 4, No = 0*	
9. How would you rate the Vendor's customer service? *Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0*	
10. Was the Vendor's staff knowledgeable about the contract requirements and scope of services? *Yes = 4, No = 0*	
11. Did the Vendor work cooperatively with the organization during the contract? *Yes = 4, No = 0*	
12. Would you contract with this Vendor again? *Yes = 8, No = 0*	
Total Score	

Reference Verified by:

_____ _____

Name (printed) Title

_____ _____

Signature Date

Attachment III - Vendor's Contact Information
FDC ITN-27-015

The Vendor shall identify the contact information for the ITN and Contract terms in the table below.

	Vendor Contact Person for this ITN	Vendor Contact Person for the Contract Term (should the Vendor be awarded)
Name:		
Title:		
Address: (Line 1)		
Address: (Line 2)		
City, State, Zip Code		
Telephone: (Office)		
Telephone: (Mobile)		
Email:		

_____ _____

Authorized Vendor Signature Date

Attachment IV - Certification of Drug Free Workplace Program
FDC ITN-27-015

Section 287.087, Florida Statutes (F.S.) 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, F.S., 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.

Vendor Name: _____

_____
VENDOR'S SIGNATURE

(Form revised 11/10/15)

Attachment V - Subcontracting Form
FDC ITN-27-015

The Vendor shall complete the information below on all subcontractors that will be providing services to the Vendor to meet the requirements of the Contract, should the Vendor be awarded. Submission of this form does not indicate the Department's approval of such subcontractor(s) but provides the Department with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Service: _____

Company Name: _____

FEIN: _____

Contact: _____

Address: _____

Telephone: _____

Email address: _____

Current Registered as Certified Minority Business Enterprise (CMBE), Women-Owned Business (WBE), or Florida Veteran-Owned Business?	Yes _____ No _____
W-9 verification:	Yes _____ No _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

Attachment VI - Security Requirements for Contractors
FDC ITN-27-015

1) Section 944.47, F.S.: Except through regular channels as authorized by the officer in charge of the Correctional Institution, it is unlawful to introduce into or upon the grounds of any state Correctional Institution, or to take or attempt to take or send or attempt to send therefrom, any of the following articles which are hereby declared to be contraband.

    a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state Correctional Institution.

    b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state Correctional Institution.

    c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.

    d) Any controlled substance as defined in section 893.02(4), marijuana as defined in section 381.986, hemp as defined in section 581.217, industrial hemp as defined in section 1004.4473, or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.

    e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles).

    f) Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state Correctional Institution without prior authorization or consent from the officer in charge of such Correctional Institution.

    g) Any vapor-generating electronic device as defined in section 386.203, intentionally and unlawfully introduced inside the secure perimeter of any state Correctional Institution.

    A person who violates any provision of this section as it pertains to an article of contraband described in subsections (a), (b), or (f) is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

2) Absolutely no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.

3) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.

4) Keep all keys in your pockets. Do not leave keys in the ignition locks of motor vehicles. All vehicles must be locked, and windows rolled up when parked on state property. Wheel locking devices may also be required.

5) Establish with the Institutional Warden and/or Chief of Security where construction vehicles should be parked and staging area for materials storage.

6) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution.

7) Strict tool control will be enforced at all times. Tools within the Correctional Institution are classified as Class AA, A, or B.

    a) Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire rapidly and effectively.

    b) Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates.

c) Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times.

d) At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each toolbox; one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the toolbox is brought into the facility, the other copy will remain with the toolbox at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.

8) Prior approval must be obtained from the Chief of Security before bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.

9) All construction materials will be delivered into the compound on trucks entering through the sallyport gate. As the security check of vehicles is an intensive and time-consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.

10) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff, and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.

11) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval before shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.

12) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project.

The Department, represented by the institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.

Attachment VII - Reply Bond Form
FDC ITN-27-015

REPLY BOND

KNOW ALL PERSONS BY THESE PRESENT, that we, the undersigned [Insert name of Principal] as Principal and [Insert name of Surety] as Sureties, are hereby held and firmly bound unto Florida Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500 as Obligee in the penal sum of the dollar amount [Insert Dollar Amount of the Bond here] provided for in the [Insert specific ID# and Title of Solicitation], to which the Principal has submitted a Reply to the Obligee on [Insert Date of Receipt of Submission].
For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.
Signed this [Insert Day] day of [Insert Month], [Insert Year].
[Insert name of Principal]
By:

_____
[Insert name of Authorized Representative of Principal]
[Insert Title of Authorized Representative of Principal]

[Insert name of Surety]
By:

_____
[Insert name of Authorized Representative of Surety]
[Insert Title of Authorized Representative of Surety]

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Reply for [Insert specific ID# and Title of Solicitation].

Now, therefore, if the Reply submitted by the Principal is withdrawn by the Principal within five (5) Days of the Obligee's receipt of the Reply then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the Reply of the Principal and the Principal within 10 Days after the awarding of the contract enters into a proper contract in accordance with the Principal's Reply, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Attachment VIII - Pass/Fail Requirement Certification
and Non-Collusion Certification
FDC ITN-27-015

1. **Business/Corporate Experience**
   This is to certify that the Vendor has at least three (3) years within the last five (5) years, of business/corporate experience in providing Money Transfer Services in a criminal justice setting. To ensure the Vendor is qualified to serve Inmate populations, the Vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least three (3) years of business/corporate experience, within the last five (5) years, providing these services (preferably with a criminal justice population), as described in this ITN, to a total population of at least 10,000 clients, or experience of a similar nature.

2. **Prime Vendor**
   The Vendor certifies it will act as the prime contractor to the Department for all services provided under the Contract.

3. **Performance Guarantee/Bond**
   The Vendor certifies that it has the ability to meet the performance guarantee and within 10 Business Days Vendor will deliver to the Department a performance bond or irrevocable letter of credit in the amount of $6 million. The bond or letter of credit will be used to guarantee at least satisfactory performance by Vendor throughout the term of the Contract (including renewal years).

4. **Reply Bond**
   The Vendor certifies it has included in its Reply a bond or check in the amount of $1.5 million. The bond insures against the Vendor's withdrawal from the competitive solicitation process subsequent to its submission of a Reply.

5. **Meets Legal Requirements**
   The Vendor certifies that its proposed offering/solution, and all services to be provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

6. **Financial Stability**
   The Vendor attests to its positive financial standing and demonstrates Financial Stability by submitting one of the options described in Section 4.8 of this ITN.

7. **Statement of No Inducement:**
   The Vendor certifies that it has made no attempt and will make to attempt to induce any other person or firm to submit or not to submit a Reply. Further, the Vendor certifies its Reply 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 Reply.

8. **Statement of Non-Disclosure:**
   The Vendor certifies that neither the price(s) contained in this Reply, nor the approximate amount of this Reply have been disclosed prior to award, directly or indirectly, to any other Vendor or to any competitor.

9. **Statement of Non-Collusion:**
The Vendor certifies that the prices and amounts in its Reply have been arrived at independently, without consultation, communications, or agreement with any other Vendor or with any entity for the purpose of restricting competition.

10. **Statement of Data Security**
The Vendor attests that all data generated, used, or stored by the Vendor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States.

11. **Scrutinized Company Certification**
The Vendor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds $1,000,000.00 in total, not including renewal years, the Vendor certifies that they are not listed on either 1) the Scrutinized Companies with Activities in Sudan List, or 2) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473, F.S., and further certifies they are not engaged in business operations in Cuba or Syria, as stated in Section 287.135(2)(b)2, F.S. Pursuant to Section 287.135(5), F.S., and 287.135(3), F.S., the Vendor agrees the Department may immediately terminate the Contract for cause if the Vendor is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Bid, Proposal, or Reply for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

Vendor Name: _____

Authorized Signature: _____

Printed Name of Authorized Signor: _____

NOTARY AFFIRMATION: STATE OF _____, COUNTY OF _____

Pursuant to Section 117.05(13)(a), F.S., the signor, subscribed before me by means of

physical presence or online notarization, this _____ (day) of _____(month), 2022,

affirms the contents of this Attachment.

(Place Notary Seal Below) | Signature of Notary Public:_____

| Name of Notary Typed, Printed, or Stamped:_____

Attachment IX - Notice of Conflict of Interest
FDC ITN-27-015

Vendor Name: _____

Solicitation Number: FDC ITN-27-015

For the purpose of participating in this solicitation process and complying with the provisions of Chapter 112, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Florida Department of Corrections:

1. Identify all corporate officers, directors or agents of the Vendor who are currently employees of the State of Florida or one of its agencies, were employees of the State of Florida or one (1) of its agencies in within the last two (2) years, or are currently a spouse, parent, or sibling such of an employee of the State of Florida or one of its agencies:

   _____

2. For all persons identified in section 1 above, please identify if they own an interest of ten percent (10%) or more in the company/entity named above:

   _____

Signature: _____ Date: _____

Name: _____

Title: _____

Vendor Name: _____

Attachment X - Nondisclosure Agreement for Restricted Information
FDC ITN-27-015

In connection with FDC ITN 27-015, entitled "Remote Interdiction Pilot Program," the Florida Department of Corrections ("FDC") is disclosing to your business information, procedures, technical information, and/or ideas identified as "Restricted."

In consideration of any disclosure and any Restricted information provided by FDC concerning FDC ITN 27-015, you agree as follows:

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

Information identified as "Restricted" is included in the Resources links, specified in Section 2.8 of the ITN.

Acknowledged and agreed on _____, 20___
By:_____
(Signature)
Name:_____
Company Name:_____
Title:_____

Attachment XI - Business Associate Agreement for HIPAA
FDC ITN-27-015

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 healthcare operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services mean 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 healthcare 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
4) 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 Offenders 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 Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.

B. Automatic Termination - This Agreement will automatically terminate upon the termination or expiration of the original Contract between the Department and the Contractor.

C. Effect of Termination

(1) Termination of this agreement will result in termination of the associated Contract between the Department and the Contractor.

(2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

5. **Amendment** - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule, the HIPAA Security Rule, and the HITECH Act.

6. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.

7. **Indemnification** – The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys' fees arising out or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any sub-Contractor 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.

Attachment XII – Vendor Certification Form (PUR 7801)

I hereby certify the following on behalf of the vendor identified below:

Customer Indicator (Required, N/A, Determined by Vendor)	**Vendor Indicator** (Certified, N/A)	**Certification**
Required	Choose an item.	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of Section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Required	Choose an item.	If the goods or services to be provided are $1 million or more, in accordance with the requirements of Section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Required	Choose an item.	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of Sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of Section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in Section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.
Required	Choose an item.	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to Section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843, and attached it hereto.

N/A	Choose an item.	If the vendor is a common carrier, as defined in Section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to Section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614, and attached it hereto.
Required	Choose an item.	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with Section 448.095, F.S.; and has not, within the last year, had a contract terminated under Section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by Section 448.095(1), F.S.
Required	Choose an item.	The vendor is in compliance with all applicable disclosure requirements set forth in Section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to Section 286.101(7), F.S.
Required	Choose an item.	If the contract is between a nongovernmental entity and a governmental entity, in accordance with Section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in Section 787.06, F.S.

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

Name

FEIN

Signatory

Signature Date

Typed or Printed Name

Title

Attachment XIII – Forced Labor Vendor Attestation
(PUR 2024)

Part A: Use of Coercion for Labor and Services

Pursuant to Section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: _____

Representative/Officer's Printed Name: _____

Representative/Officer's Title: _____

Signature: _____ Date: _____