

**STATE OF FLORIDA  
DEPARTMENT OF CHILDREN AND FAMILIES  
SUBSTANCE ABUSE AND MENTAL HEALTH**



**INVITATION TO NEGOTIATE (ITN)**

**MEDICARE BILLING, REPORTING, CONSULTING, AND  
AUDITING SERVICES**

**ITN#: 20181801MCARE  
Release Date: MARCH 2, 2018**

## TABLE OF CONTENTS

<b>SECTION 1. INTRODUCTION .....</b>	<b>4</b>
1.1 Introduction to the Procurement .....	4
1.2 Statement of Purpose .....	4
1.3 Term of the Agreement.....	4
1.4 Contact Person and Procurement Manager .....	4
1.5 Definitions.....	4
1.6 Supporting Documentation.....	4
1.7 Small, Minority, and Florida Certified Veterans Business Participation.....	5
<b>SECTION 2. ITN PROCESS.....</b>	<b>5</b>
2.1 General Overview of the Process .....	5
2.2 Official Notices and Public Records .....	5
2.3 Protests and Disputes .....	6
2.4 Limitations on Contacting Department Personnel and Others .....	6
2.5 Schedule of Events and Deadlines.....	6
2.6 Solicitation .....	8
2.7 Written Inquiries .....	8
2.8 Notice of Intent to Submit a Reply .....	8
2.9 Receipt of Replies.....	8
2.10 Form PUR 1001 .....	9
2.11 Department's Reserved Rights .....	9
<b>SECTION 3. SPECIFICATIONS .....</b>	<b>10</b>
3.1 Mandatory Requirements .....	10
3.2 Minimum Programmatic Specifications .....	Error! Bookmark not defined.
3.3 Minimum Financial Specifications .....	Error! Bookmark not defined.
3.4 Vendor Registration in MyFloridaMarketPlace .....	11
3.5 Composition of the Contract .....	11
3.6 Order of Precedence .....	11
<b>SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITN .....</b>	<b>11</b>
4.1 How to Submit a Reply .....	11
4.2 Content of the Programmatic Reply.....	12
4.3 Content of the Financial Reply .....	15

<b>4.4 Public Records and Trade Secrets .....</b>	<b>16</b>
<b>SECTION 5. THE SELECTION METHODOLOGY .....</b>	<b>17</b>
<b>5.1 Selection Criteria .....</b>	<b>17</b>
<b>5.2 Application of Mandatory Requirements.....</b>	<b>18</b>
<b>5.3 Evaluation Phase Methodology for Ranking and Shortlisting.....</b>	<b>18</b>
<b>5.4 Negotiation Process for Final Selection .....</b>	<b>20</b>
<b>5.5 Final Selection and Notice of Intent to Award Contract.....</b>	<b>21</b>
<b>APPENDIX I: NOTICE OF INTENT TO SUBMIT A REPLY .....</b>	<b>23</b>
<b>APPENDIX II: CERTIFICATE OF SIGNATURE AUTHORITY .....</b>	<b>24</b>
<b>APPENDIX III: VENDOR'S CERTIFICATIONS.....</b>	<b>25</b>
<b>APPENDIX IV: QUESTION SUBMITTAL FORM .....</b>	<b>31</b>
<b>APPENDIX V: MANDATORY REQUIREMENTS CHECKLIST .....</b>	<b>32</b>
<b>APPENDIX VI: SUBCONTRACTOR LIST .....</b>	<b>34</b>

**APPENDIX VII: The Department's Standard Integrated Contract Part 1**

**APPENDIX VIII: The Department's Standard Integrated Contract Part 2 (completed)**

**APPENDIX IX: Form PUR 1000**

**APPENDIX X: Form PUR 1001**

**NOTE:** In addition to the Appendices included in this document, the Appendix listed as IX - XII above are stand-alone documents that must be included in this solicitation. These documents can be found as artifacts in the Department's Procurement and Contract Management Playbook and the Department's Office of Contracted Client Services (OCCS) Intranet site.

## **SECTION 1. INTRODUCTION**

### **1.1 Introduction to the Procurement**

The Department of Children and Families (Department), Substance Abuse and Mental Health is issuing this solicitation for the purpose of gaining Medicare billing services. Any person interested in submitting a reply must comply with any and all terms and conditions described in this Invitation to Negotiate (ITN).

### **1.2 Statement of Purpose**

The Department is seeking a vendor to manage claiming information, audit claim forms, consult on claiming practices, provide claim submission, and produce reports on claims submitted for billable service.

### **1.3 Term of the Agreement**

The anticipated start date of the resulting contract is July 1, 2018. The anticipated duration of the contract is three years after the start date. The contract may be renewed for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

### **1.4 Contact Person and Procurement Manager**

This ITN is issued by the State of Florida, Department of Children and Families. The sole contact point for all communication regarding this ITN is:

Florida Department of Children and Families  
Ricky Goodman

Mailing Address:  
Florida Department of Children and Families  
7487 S Sr 121  
Macclenny, FL 32063

Ricky.Goodman@myflfamilies.com

All contact with the Procurement Manager shall be in writing via electronic mail, U.S. Mail, or other common courier. Use of email for contact is permitted.

### **1.5 Definitions**

#### **1.5.1**

Contract terms used in this document can be found in the Departments Glossary of Contract Terms, which is hereby incorporated by reference and maintained at the following website:

<http://ewas.dcf.state.fl.us/asc/glossary/glossary.asp>

### **1.6 Supporting Documentation**

This table lists the supporting documentation, and the associated link to download the supporting documentation.

Subject	Description	Link
PUR 1000 Form	PUR 1000 Form General Contract Conditions	<a href="http://eww.dcf.state.fl.us/ccs/forms/PUR%201000%20-%20General%20Contract%20Conditions.pdf">http://eww.dcf.state.fl.us/ccs/forms/PUR%201000%20-%20General%20Contract%20Conditions.pdf</a>

## 1.7 Small, Minority, and Florida Certified Veterans Business Participation

Small Businesses, Certified Minority and Florida Certified Veteran Business Enterprises are encouraged to participate in any scheduled conferences, conference calls, pre-solicitation, or pre-proposal meetings. All vendors shall be accorded fair and equal treatment.

## SECTION 2. ITN PROCESS

### 2.1 General Overview of the Process

The ITN process is divided into two (2) phases, the Evaluation Phase and the Negotiation Phase. The Evaluation Phase involves the Department's initial evaluation of replies. During the Evaluation Phase, all responsive replies will be evaluated against the evaluation criteria set forth in this ITN. The Department will then select one (1) or more vendors (Shortlist) within the competitive range to participate in negotiations. A vendor will be deemed responsive unless determined to be nonresponsive as defined in this solicitation document.

The Negotiation Phase involves negotiations with the vendor(s). During the Negotiation Phase, the Department may request revised replies and best and final offers based on the negotiations. Following negotiations, the Department will post a notice of intended contract award, identifying the vendor(s) that provides the best value.

### 2.2 Official Notices and Public Records

#### 2.2.1 Notices Regarding the ITN

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the Department of Management Services (DMS) Vendor Bid System (VBS) located at: <http://vbs.dms.state.fl.us/>.

To find postings at such location:

1. Click on Search Advertisements
2. Under "Agency" select Department of Children and Families
3. Scroll down to the bottom of the screen and click on "Initiate Search"

**It is the responsibility of prospective vendors to check the VBS for addenda, notices of decisions and other information or clarifications to this ITN.**

#### 2.2.2 Public Records

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to the Florida public records laws located in Chapter 119, Florida Statutes. **Section 4.4** addresses the submission of trade secret and other information exempted from public inspection.

## **2.3 Protests and Disputes**

Any protest concerning this solicitation shall be made in accordance with subsections 120.57(3) and 287.042(2), Florida Statutes (F.S.), and Chapter 28-110, Florida Administrative Code.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SUBSECTION 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.

## **2.4 Limitations on Contacting Department Personnel and Others**

### **2.4.1 General Limitations**

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 approved holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. As part of a response to a Department request for additional or clarifying information, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager for such purposes.

### **2.4.2 Limitations During Negotiations**

During the Negotiation Phase of this ITN: (i) any contact and communication between the members of the negotiations team for the prospective vendor(s) with whom the Department is negotiating and the negotiation team for the Department is permissible, but only "on the record" (as required by subsection 286.0113(2), F.S.) during the negotiations meetings; (ii) communication between the Lead Negotiator for the prospective vendor(s) with whom the Department is negotiating and the lead negotiator for the Department outside of the negotiations meetings is permissible so long as it is in writing; and (iii) communications between prospective vendor representatives and other Department representatives is permissible only as determined in writing by the Procurement Manager. As part of an activity initiated by the Department during the negotiations phase, such as service or product demonstration, testing or development, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager or the Lead Negotiator for such purposes.

### **2.4.3 Violation of Contact Limitations**

Violations of **Section 2.4** of this ITN will be grounds for rejecting a proposal, if determined by the Department to be material in nature.

## **2.5 Schedule of Events and Deadlines**

Activity	Date	Time Eastern	Address	Section Reference
ITN advertised and released on Florida VBS:	March 2, 2018	4:00 pm	DMS VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a>	2.2.1

<b>Activity</b>	<b>Date</b>	<b>Time Eastern</b>	<b>Address</b>	<b>Section Reference</b>
Submission of written inquiries must be received by:	March 10, 2018	11:00 am	Attn: Ricky Goodman Procurement Manager Dept. of Children & Families 7487 S SR121 Macclenny, FL 32063	2.7
Anticipated date for posting Department's Response to Inquiries:	March 25, 2018	5:00 pm	DMS VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a>	2.7
Notice of Intent to Submit a Reply	March 8, 2018	4:00 pm	Attn: Ricky Goodman Procurement Manager Dept. of Children & Families 7487 S SR121 Macclenny, FL 32063	2.8
Sealed Replies must be received by the Department:	March 30, 2018	4:00 pm	Attn: Ricky Goodman Procurement Manager Dept. of Children & Families 7487 S SR 121 Macclenny, FL 32063	2.9, 4.1
*Reply Opening and Review of Mandatory Requirements:	April 6, 2018	4:00 pm	Northeast Florida State Hospital 7487 S SR121 Macclenny, FL 32063	4.2.2, 5.2
*Debriefing Meeting of the Evaluators and ranking of the replies:	April 13, 2018	10:00 am	Northeast Florida State Hospital 7487 S SR121 Macclenny, FL 32063	5.3
Anticipated posting of qualified Vendors (shortlist) for Negotiation:	April 23, 2018	2:00 pm	DMS VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a>	5.3.5
Anticipated negotiation period:	TBD	TBD	Northeast Florida State Hospital 7487 S SR121 Macclenny, FL 32063	5.4
*Meeting of Negotiation Team to Develop Recommendation for Award:	May 1-May 14 2018	10:00 am	Northeast Florida State Hospital 7487 S SR121 Macclenny, FL 32063	5.5
Anticipated posting of Intended Contract Award:	May 21, 2018	3:00 pm	DMS VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a>	5.5.4

<b>Activity</b>	<b>Date</b>	<b>Time Eastern</b>	<b>Address</b>	<b>Section Reference</b>
Anticipated Effective Date of Contract:	July 1, 2018	N/A	N/A	1.3
*All vendors are hereby notified that meetings noted with an asterisk above (*) are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public (except for the Solicitation Conference, during which comments and questions will be taken from vendors).				

All times in the event schedule are local times for the Eastern Time Zone. Although the Department may choose to use additional means of publicizing the results of this ITN, posting on the VBS is the only official notice recognized for the purpose of determining timeliness in the event of protest.

## **2.6     Solicitation Conference**

There will be no Solicitation Conference for this ITN. The Department shall be only bound by written information that is contained within the solicitation documents or formally posted as an addendum, or a response to vendor questions per Section 2.7.

## **2.7     Written Inquiries**

Other than during the Solicitation Conference, prospective vendor questions will only be accepted if submitted as written inquiries to the Procurement Manager as specified in **Section 1.4**, via electronic mail, U.S. Mail, or other delivery service, and received on or before the date and time specified in **Section 2.5**. Vendors should use the template provided in **APPENDIX IV** of this ITN to submit written inquiries. Written inquiries will not be accepted by facsimile.

The responses to all inquiries will be made available by the date and time specified in **Section 2.5** through electronic posting on the VBS at: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

## **2.8     Notice of Intent to Submit a Reply**

Vendors who are interested in responding to this ITN are encouraged to send a Notice of Intent to Submit a Reply (**APPENDIX I**) to the Procurement Manager specified in **Section 1.4**, on or before the date and time specified in **Section 2.5**.

## **2.9     Receipt of Replies**

### **2.9.1    Reply Deadline**

Replies must be received by the Department no later than the date/time and at the address provided in **Section 2.5**. Any replies that are not received at the specified address, by the specified date and time, will not be evaluated. All methods of delivery or transmittal to the Department's contact person remain the responsibility of the prospective vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective vendor.

### **2.9.2    Binding Replies**

By submitting a reply, each vendor agrees its reply shall remain a valid offer for at least ninety (90) calendar days after the reply opening date and, in the event the contract award is delayed by

appeal or protest, such ninety (90) calendar day period is extended until entry of a final order in response to such appeal or protest.

### **2.9.3 Changes to Replies After Submission Prohibited**

Once the reply opening deadline has passed, no changes, modifications, or additions to the reply submitted will be accepted by or be binding upon the Department until the Department initiates negotiations or requests supplemental replies. The Department reserves the right to correct minor irregularities, but is under no obligation to do so.

### **2.9.4 Right to Rely on Department Information**

In selecting vendor(s) for negotiation and in making a final selection, the Department reserves the right to rely on information about a vendor in the Department's records or known to its personnel.

### **2.9.5 Receipt Statement**

Replies not received at the specified place or by the specified date and time, or both, will be rejected and returned unopened to the vendor by the Department. The Department will retain one unopened original for use in the event of a dispute.

### **2.9.6 Request to Withdraw Reply**

A written request to withdraw a reply, signed by the vendor, may be considered if received by the Department within 72 hours after the reply opening time and date as specified in Section 2.5 above. A request received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious vendor error.

### **2.9.7 Cost of Preparation of Reply**

By submitting a reply, a vendor agrees that the Department is not liable for any costs incurred by the vendor in responding to this ITN.

## **2.10 Form PUR 1001 (APPENDIX IX)**

The standard "General Instructions to Respondents" Form PUR 1001 (10/06) is hereby attached to this ITN by reference as if fully recited herein. Sections 3, 4, 5, 14, and 18 of Form PUR 1001 are not applicable to this solicitation. In the event of any conflict between Form PUR 1001 and this ITN, the terms of this ITN shall take precedence over Form PUR 1001, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1001 shall take precedence. Form PUR 1001(**APPENDIX IX**) and is also available at:

[http://www.dms.myflorida.com/media/purchasing/pur\\_forms/1001.pdf](http://www.dms.myflorida.com/media/purchasing/pur_forms/1001.pdf).

## **2.11 Department's Reserved Rights**

### **2.11.1 Waiver of Minor Irregularities**

The Department reserves the right to waive minor irregularities when doing so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this ITN which does not affect the price of the reply or give the vendor a substantial advantage over other vendors and thereby restrict or stifle competition and does not adversely impact the interest of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so. When correcting minor irregularities, the Department may request the vendor provide clarifying information or additional materials to correct the minor irregularity. However,

the Department will not request and the vendor shall not provide additional materials that affect the price of the proposal or give the vendor an advantage or benefit not enjoyed by other vendors.

#### **2.11.2 Right to Inspect, Investigate, and Rely on Information**

In ranking replies for negotiation and in making a final selection, the Department reserves the right to inspect a vendor's facilities and operations, to investigate any vendor representations and to rely on information about a vendor in the Department's records or known to its personnel.

#### **2.11.3 Rejection of All Replies**

The Department reserves the right to reject all replies at any time, including after an award is made, when doing so would be in the best interest of the State of Florida. By rejecting all replies the Department assumes no liability to any vendor.

#### **2.11.4 Withdrawal of ITN**

The Department reserves the right to withdraw the ITN at any time, including after an award is made, when doing so would be in the best interest of the State of Florida. By withdrawing the ITN the Department assumes no liability to any vendor.

#### **2.11.5 Reserved Rights After Notice of Award**

**2.11.5.1** The Department reserves the right to schedule additional negotiation sessions with vendors identified in the posting of a Notice of Award to establish final terms and conditions for contracts with those vendors.

**2.11.5.2** The Department reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award and reopen negotiations with any vendor at any time prior to execution of a contract.

#### **2.11.6 Other Reserved Rights**

The Department reserves all rights described elsewhere in this ITN.

### **SECTION 3. SPECIFICATIONS**

#### **3.1 Mandatory Requirements**

The vendor must meet the requirements of **Section 4.2.2**. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

#### **Funding Sources**

The anticipated funding sources for the resulting contract are General Revenue.

##### **3.1.1 Allowable Costs**

The Department reserves the right to negotiate the line item budget and budget narrative proposed to ensure allowable, reasonable, and necessary expenditures.

##### **3.1.2 Funding for Services Only**

There will be no funds awarded or associated with the resulting contract for start-up or readiness activities. Such costs will be borne exclusively by the successful vendor.

### **3.2 Vendor Registration in MyFloridaMarketPlace**

To be paid each vendor doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under Rule 60A-1030(3), Florida Administrative Code. Vendors not subject to registration requirements should include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the reply; however, proof of registration or exemption must be provided prior to execution of the contract, if any.

### **3.3 Composition of the Contract**

The contract awarded as a result of this ITN will be composed of:

#### **3.3.1 Department's Standard Integrated Contract**

The Department's Standard Integrated Contract contains general contract terms and conditions required by the Department for all vendors. In addition, the Department's Standard Integrated Contract contains additional contract terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation.

#### **3.3.2 Form PUR 1000 (APPENDIX IX)**

Form PUR 1000 is attached by reference into the Department's Standard Integrated Contract. The Form PUR 1000 contains standard terms and conditions that will apply to the contract which results from the solicitation. Form PUR 1000 is available at:

[http://www.dms.myflorida.com/media/purchasing/pur\\_forms/1000.pdf](http://www.dms.myflorida.com/media/purchasing/pur_forms/1000.pdf).

#### **3.3.3 Other Attachments or Exhibits**

All other attachments and exhibits to the Department's STANDARD INTEGRATED CONTRACT referenced in this ITN shall also be part of the resulting contract, if any.

### **3.4 Order of Precedence**

In the event of conflict among the foregoing contract documents, the following order of precedence will apply. The reply submitted in response to this ITN and any additional submittals may be incorporated into or attached to the contract but will not change the provisions or order of precedence outlined below.

#### **3.4.1 APPENDIX VII – Department's STANDARD INTEGRATED CONTRACT**

**3.4.2** The vendor's reply and any additional submittals, if incorporated into or attached to the contract.

## **SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITN**

### **4.1 How to Submit a Reply**

#### **4.1.1 Mandatory Reply Deadline**

All replies must be received by the Procurement Manager by the deadline and at the address set forth in **Section 2.5**. The vendor must choose the appropriate means for delivery, and is exclusively responsible for receipt of the reply by the Procurement Manager. Late replies will not be evaluated. See also **Section 2.9.1**.

#### **4.1.2 Electronic Transmittal of Replies Not Accepted**

Facsimile or electronic transmissions of replies will not be accepted.

#### **4.1.3 Reply Amendments**

Any amendments to the reply as originally submitted by the vendor, not required by the Department, must comply with the requirements of this section and must be received by the deadline specified in **Section 2.5**.

#### **4.1.4 Number of Copies Required and Format for Submittal**

Vendors shall submit one (1) original and two (2) hard copies of the Programmatic Reply and one (1) original and two (2) copies of the Financial Reply. The original Programmatic Reply and the Financial Reply submitted to the Department must contain an original signature of an official authorized to bind the vendor to the reply. Two (2) electronic copies (on CD-ROM) of the reply, each containing both parts of the reply (Programmatic and Financial), identical to the hard copies, must also be submitted with the hard copies.

#### **4.1.5 Replies to be in Sealed Container**

All original, hard copies and electronic copies of the Vendor Replies must be submitted in a sealed container. The container must be clearly marked with the title of the reply, the ITN number, the vendor's name, and identification of enclosed documents (i.e., Programmatic Reply and Financial Reply for

Medicare billing, reporting, consulting, and auditing services. The original reply must be clearly marked as the original, and the copies identified and numbered (i.e., original, copy #1 of 7, etc).

#### **4.1.6 Hard-copy Reply Format**

Replies must be typed, single-spaced, on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The reply must be bound, labeled and submitted in Tabbed **Section 4.2** for the Programmatic Reply and **Section 4.3** for the Financial Reply.

#### **4.1.7 Electronic Copy Format**

The required electronic format of the reply must be on non-rewritable CD-ROM. The software used to produce the electronic files must be Adobe portable document format ("pdf"), version 6.0 or higher. The Department must be able to be open and view the reply utilizing Adobe Acrobat, version 9.0. The electronic copies must be identical to the original reply submitted, including the format, sequence and section headings identified in this ITN. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non-"original" hard copy versions of the reply in the event of any discrepancy. If a discrepancy is found between the hard copy reply marked "original" and any of the electronic versions submitted on CD-ROM, the Department reserves the right, at its sole discretion, to reject the entire reply.

### **4.2 Content of the Programmatic Reply**

#### **4.2.1 Programmatic Reply Title Page**

The first page of the reply shall be a Title Page that contains the following information:

- A. Title of reply;
- B. ITN number;

- C. Prospective vendor's name and federal tax identification number;
- D. Name, title, telephone number and address of person who can respond to inquiries regarding the reply; and
- E. Name of program coordinator (if known).
- F. Vendor point of contact's email.

#### **4.2.2 TAB 1: MANDATORY REQUIREMENTS**

The following are the Mandatory Requirements for this ITN:

##### **4.2.2.1 Certificate of Signature Authority**

The reply must include a signed certificate (**APPENDIX II**), completing either Section A (or providing a corporate resolution or other duly executed certification issued in the vendor's normal course of business) or Section B, demonstrating the person signing the reply and its statements and certifications is authorized to make such representations and to bind the vendor.

##### **4.2.2.2 Mandatory Certifications**

The reply must include a Mandatory Certifications - Master Certification (**APPENDIX III**) signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the vendor and the "true" box must be checked next to each of the Certifications (a) through (m).

##### **4.2.2.3 Tie Breaking Certifications**

The reply may include the Master Certification - Tie Breaking Certifications (also in **APPENDIX III**). The vendor may check the "true" box for any or all Tie Breaking Certifications identified in **APPENDIX III** (n) through (q) for which a vendor qualifies. Completion of the Tie Breaking Certifications is mandatory for qualifying vendors if the vendor does not desire to waive all rights to consideration of a "tie breaker."

#### **4.2.3 TAB 2: TABLE OF CONTENTS**

#### **4.2.4 TAB 3: EXECUTIVE OVERVIEW (Limited to 3 pages)**

The Vendor shall provide a brief executive overview demonstrating an understanding of the ITN purpose stated in **Section 1.2**, and the needs specified in this ITN. The Executive Overview should also include a brief description of the vendor's organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications and completing Deliverables as defined in the Department's **STANDARD INTEGRATED CONTRACT**.

#### **4.2.5 TAB 4: SERVICES APPROACH AND SOLUTION (Limited to 5 pages)**

The vendor shall describe the proposed process of how to take the department's electronic or paper records and submit those to the necessary companies in order to generate revenue. In order to facilitate the reply evaluation process, vendors should format this reply section in a way that is clearly delineated for each of these service areas as defined clearly for each service that is being submitted for the generation of revenue:

- A. Reporting
- B. Consulting
- C. Auditing
- D. Billing

#### **4.2.6 TAB 5: COMPANY QUALIFICATIONS AND EXPERIENCE (Limited to 2 pages)**

This section shall be organized by the company's experience with Medicare, auditing services, and individual insurance companies.

- The vendor shall describe its organization's approach and philosophy, including mission statement, core values, and vision.
- The vendor shall: describe its organization and governance structure, depicting clear lines of authority including corporate affiliations; describe how the structure represents a lean, efficient and effective administrative model; describe experience and achievements in developing a governance model is designed to avoid conflicts of interest.
- The vendor must describe any experience in providing similar services as requested in this ITN and **APPENDIX VII - the Department's STANDARD INTEGRATED CONTRACT**. The experience should include work done by the individuals who will be assigned to the work described in this ITN, as well as the overall experience of the organization. State whether the vendor was the prime contractor or a subcontractor and whether it worked in cooperation with a subcontractor. Where applicable, clearly note the vendor's related experience which included individuals who will be assigned and their role on the past project. Provide a detailed description of any work to be subcontracted, including information describing the qualifications and relevant experience of any proposed subcontractors.
- The vendor must list all identified subcontracts, or the plan and approach to vet, identify and recruit and retain subcontractors, who will provide proposed services.
- Provide the requested information below which will demonstrate the vendor's and subcontractor(s)' ability to successfully complete the work described in this ITN and its appendices, attachments, exhibits and referenced supporting documentation. The vendor's and any proposed subcontractor(s)' information shall be shown separately.

Specifically, in addition to the other information described above the vendor and the subcontractor(s) must provide:

- A. Full, legal name.
- B. Federal Employer Identification Number.
- C. Proof of legal entity and authorization to do business with the State of Florida.
- D. Country and state of incorporation.
- E. Principal place of business.
- F. Description of the vendor's organization, including number of years in business, subsidiaries, parent corporations, officers; include organization charts and details concerning the number of facilities by geographic location.
- G. Brief description of the vendor's principal type of business and history and what uniquely qualifies the Vendor for the work described in this ITN and **APPENDIX VIII - the Department's STANDARD INTEGRATED CONTRACT PART 2**.

- H. Statement of whether the vendor has filed for bankruptcy protection in the past five (5) years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide court and case number.
- I. Identification of any potential or actual conflicts of interest that might arise for the Vendor as a result of contract award to the vendor, and describe in detail the plan to eliminate or mitigate them. Such conflicts include, but are not limited to, those covered by Section 6 of the PUR 1001. Address both personal and organizational conflicts.
- J. Reservations the vendor must make if unable to certify completely all of the items in Section 9 of the PUR 1001 entitled "Representation and Authorization." If no reservations are made in this section of the reply, the vendor shall be deemed to attest to the truth of all of listed items and the Department may rely upon them.

The following specifically apply to the prime vendor and should be addressed as such:

- K. Names and addresses of all affiliated or related companies, partnerships or associations (including subcontractor, if any) and a brief description of its relationship to the vendor.
- L. If proposing to use any subcontractors to perform the work described in this ITN and **APPENDIX VIII - the Department's STANDARD INTEGRATED CONTRACT PART 2**.

#### **4.2.7 TAB 6: CORE TEAM QUALIFICATIONS (Limited to 4 pages)**

- The vendor shall describe the qualifications and credentials of their leadership team with an explanation of why the leadership team is qualified to lead their organization in meeting the needs of this ITN. In addition the vendor must include résumés for key leadership personnel describing their work experience, education, and training as it relates to the requirements of this ITN and **APPENDIX VII - the Department's STANDARD INTEGRATED CONTRACT**.
- The reply shall include the vendor's operational approach to the recruitment, training, supervision and retention of qualified personnel as described in **APPENDIX VII - the Department's STANDARD INTEGRATED CONTRACT**.
- The vendor shall demonstrate the approach to recruitment of staff able to meet any unique cultural needs described in **APPENDIX VIII - the Department's STANDARD INTEGRATED CONTRACT PART 2**. The solution should address all applicable personnel grievance and conflict resolution practices. The vendor should explain how the organization, subcontractors, and staffing levels will best meet the performance standards required to perform properly. It is also important to describe the credentials for human resources, quality assurance, financial, information technology, and other key professional level employees.

### **4.3 Content of the Financial Reply**

#### **4.3.1 Financial Reply Title Page**

The first page of the reply shall be a Title Page that contains the following information:

- A. Title of reply;
- B. ITN number;

- C. Prospective vendor's name and federal tax identification number;
- D. Name, title, telephone number and address of person who can respond to inquiries regarding the reply; and
- E. Name of program coordinator (if known).

#### **4.3.2 TAB A: FINANCIAL INFORMATION**

##### **4.3.2.1 Financial Management**

The vendor must describe its current financial management and accounting systems and capability to have reports utilized in a manner that can be viewed by the department.

##### **4.3.2.2 Proposed Service Efficiencies and Re-investment**

The vendor shall provide information on how they plan to develop efficiencies in the services being provided. From this plan, the vendor shall show how the cost reduction or added services that are realized from these efficiencies will be re-invested into the required services.

##### **4.3.2.3 Ongoing Approach to Reduce Administrative Costs and Expand Services**

The Vendor shall provide an ongoing approach to reduce administrative cost, without affecting the quality of the services.

##### **4.3.2.4 Local Match**

Local match is not necessary.

#### **4.3.3 TAB B: BUDGET**

The vendor must submit a line item budget report that demonstrates the monies involved with each service the vendor provides.

The budget totals should be based on available funding projections, if any, and if different, the vendor should explain the differences.

#### **4.4 Public Records and Trade Secrets**

##### **4.4.1 Replies and Other Submissions Are Property of the State**

These provisions supplement Section 19 of Form PUR 1001 (2006). All materials submitted in reply or other response to this ITN become the property of the State of Florida, which shall have the right to use such ideas or adaptations of those ideas without cost or charge, regardless of selection or rejection of a reply.

##### **4.4.2 Replies and Other Submissions are Subject to Public Inspection**

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply and other submittals pursuant to subsection 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply and other submittals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Vendor's reply or other submittal to this solicitation will be waived upon opening of

the reply or other submittal by the Department, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Vendor's reply or other submittal outside of the separately bound document described below.

#### **4.4.3 How to Claim Trade Secret Protection**

If the Vendor considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Vendor must submit all such information in a separately bound document (or in the case of electronic media, a separate CD, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Reply, ITN No.- Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its reply to be trade secret the Vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

#### **4.4.4 Vendor's Duty to Respond to Public Records Requests**

In response to any notice by the Department that a public records request received by the Department encompasses any portion of the separately bound part of the vendor's reply or other submissions labeled as "trade secret," the Vendor shall expeditiously provide the Department, or the public pursuant to subsection 119.0701(2), F.S., with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Department is authorized to produce the records sought without any redaction.

#### **4.5 Department not Obligated to Defend Vendor Claims**

The Department is not obligated to agree with the Vendor's claim of exemption, and by submitting a reply or other submission the Vendor agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the Vendor agrees that it shall protect, defend, and indemnify, including attorney's fees and costs, the Department for any and all claims and litigation (including litigation initiated by the Department) arising from or relating to Vendor's claim that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the provider's redaction.

### **SECTION 5. THE SELECTION METHODOLOGY**

The Department intends to award the contract to the responsive vendor(s) that the Secretary, or his or her designee, determines to be the best value, based on the selection criteria set forth in **Section 5.1**.

#### **5.1 Selection Criteria**

The following Selection Criteria shall apply for this ITN:

Criteria
<ul style="list-style-type: none"><li>• The vendor's articulation of its solution/services and the ability of the solution/services to meet the requirements of this ITN and provide additional value.</li></ul>
<ul style="list-style-type: none"><li>• The vendor's company structure, subcontractors, and experience and capability to deliver its proposed solution/services including the vendor track record providing services similar to the one specified in this ITN.</li></ul>
<ul style="list-style-type: none"><li>• The skills and experience of the vendor's leadership team, staff and resources the vendor will use in implementing its solution/services.</li></ul>
<ul style="list-style-type: none"><li>• The vendor's financial management approach, proposed budget and related financial information.</li></ul>

The Department may consider any information or evidence which comes to its attention and which reflects upon a vendor's capability to fully perform the contract requirements and/or the vendor's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the contract.

## 5.2 Application of Mandatory Requirements

A vendor must meet all Mandatory Requirements (defined herein) in order to be considered for evaluation under this ITN. The Mandatory Requirements for this ITN are set forth in **APPENDIX V**.

**5.2.1** The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements specified in **APPENDIX V**. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

**5.2.2** An initial determination that a reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

## 5.3 Evaluation Phase Methodology for Ranking and Shortlisting

The Department's initial evaluation and scoring of replies will determine which replying vendors fall within the competitive range and are eligible for inclusion in the Negotiation Phase. All responsive replies will be evaluated using the following process:

### 5.3.1 Scoring by Evaluators

The Department's Evaluators will independently evaluate each Programmatic Reply in accordance with the following criteria:

Criteria	Relative Value
<ul style="list-style-type: none"><li>• Vendor's articulation of its solution/services and the ability of the solution/services to meet the requirements of this ITN and provide additional value<ul style="list-style-type: none"><li>○ Services Approach and Solution</li></ul></li></ul>	25

Criteria	Relative Value
<ul style="list-style-type: none"> <li>• The Vendor's company structure, subcontractors, and experience and capability to deliver its proposed solution/services including the Vendor track record providing services similar to the one specified in this ITN <ul style="list-style-type: none"> <li>◦ Company Qualifications and Experience</li> </ul> </li> </ul>	25
<ul style="list-style-type: none"> <li>• The skills and experience of the Vendors leadership team, staff and resources the Vendor will use in implementing its solution/services] <ul style="list-style-type: none"> <li>◦ Core Team Qualifications</li> </ul> </li> </ul>	25
<ul style="list-style-type: none"> <li>• The vendor's financial management approach, proposed budget and related financial information. <ul style="list-style-type: none"> <li>◦ This criteria and information provided by the vendor (Financial Reply) will not be used by or distributed to the Evaluators during the Evaluation Phase. This criteria and the Financial Reply will be used in the Negotiation Phase to assist the Negotiation Team in their recommendation to the Secretary or his/her designee in determining which vendor(s) present the best value.</li> </ul> </li> </ul>	25
<b>TOTAL</b>	100%

### 5.3.2 Total Score, Recommended Ranking and Competitive Range of Replies

The Procurement Manager will average the total programmatic point scores by each Evaluator to calculate the points awarded for each section. The Procurement Manager will use total points to rank Vendors from 1 to n.

For example:

Firm	Raw Points Received	Rank
Company A	900	2
Company B	1000	1
Company C	800	3*
Company D	750	5
Company E	800	3*

\*In the event that multiple firms have the same raw point score, the rank positions needed to cover those firms are the same. Each firm receives a rank of 3.

This ranking will serve as the recommended ranking of the Department's Evaluators.

### 5.3.3 Report of the Procurement Manager

After developing the recommended ranking in accordance with **Section 5.3.1**, the Procurement Manager will provide to the Secretary, or his or her designee, a report on replies deemed nonresponsive and, as to those deemed responsive, a report on the evaluation process and the recommended ranking of the Evaluators.

### **5.3.4 Determination of Ranking**

The scoring from the Evaluation Phase shall serve as a recommendation only. No scoring by the Secretary, or his or her designee, will be performed. The Secretary, or his or her designee, will make a determination to include one or more vendors on the Move Forward List based on the competitive range of total scores.

### **5.3.5 Selection and Posting of Qualified Vendors for Negotiations (Shortlist)**

Upon approval of the list of vendors selected for negotiations by the Secretary or his/her designee, the Department will post the Move Forward List on the VBS at: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu). Responsive vendors who are not listed in the posting will not be formally eliminated from the ITN process until the posting of the notice of intent to award. Unless otherwise provided in the posting of the Move Forward List, no presumption of preference or merit in the negotiation process or for contract award shall arise from the Evaluators' scores, the ranking or the order of vendors listed in such posting. No responsive Vendor will be formally eliminated from consideration for award of a contract under this ITN until the posting of a Notice of Intended Award is issued.

## **5.4 Negotiation Process for Final Selection**

The Department intends to initially negotiate concurrently with the vendors on the Move Forward List approved by the Secretary, or his or her designee. However, the Department reserves the right, after posting notice thereof, to expand the Move Forward List to include additional responsive vendors for negotiation or change the method of negotiation [e.g., concurrent versus by order of ranking], if it determines that to do either would be in the best interest of the state.

### **5.4.1 Supplemental Replies**

The Department reserves the right to require vendors on the Move Forward List to submit a supplemental reply or other submission prior to conducting negotiations. Notice of such requirement will be posted on the DMS VBS website:

([http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)).

### **5.4.2 Goal of Negotiations**

The negotiation process is intended to enable the Department to determine which vendor presents the best value, whether and with whom it will contract, and to establish the principal terms and conditions of such contract. There may be additional negotiations to finalize all terms and conditions of the contract after a notice of selection is posted.

### **5.4.3 Department Retains Discretion**

After the initial negotiation session with the selected vendor(s), in its sole discretion, the Department shall determine whether to hold additional negotiation sessions and with which vendor(s) it will negotiate.

### **5.4.4 Other Department Rights During Negotiations**

At any time during the negotiation process, the Department's reserved rights include but are not limited to:

- Schedule additional negotiating sessions with any or all responsive vendor(s);

- Require any or all responsive vendor(s) to provide additional or revised replies and detailed written proposals addressing specified topics;
- Require any or all responsive vendor(s) to provide a written best and final offer;
- Require any or all responsive vendor(s) to address services, prices, or conditions offered by any other vendor;
- Pursue a contract with one or more responsive vendor(s) for the services encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written proposals or request for best and final offers;
- Pursue the division of contracts between responsive vendor(s) by type of service or geographic area, or both;
- Arrive at an agreement with any responsive vendor, finalize principal contract terms with such vendor and terminate negotiations with any or all other vendors, regardless of the status of or scheduled negotiations with such other vendor(s);
- Decline to conduct further negotiations with any vendor;
- Reopen negotiations with any vendor;
- 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 ITN;
- Review and rely on relevant information contained in the replies received pursuant to Section 4; and
- Review and rely on relevant portions of the evaluations conducted pursuant to Section 5.3.

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.

#### **5.4.5 Negotiation Meetings Not Open to Public**

- Negotiations between the Department and vendors are not open to the public pursuant to subsection 286.0113(2), Florida Statutes.
- Negotiation strategy meetings of the Department's Negotiation Team are exempted by subsection 286.0113(2)(a), F.S.
- The Department shall audio record all meetings of the Department's negotiation team.

### **5.5 Final Selection and Notice of Intent to Award Contract**

#### **5.5.1 Department's Negotiation Team Recommendation**

The Department's Negotiation Team will develop a recommendation as to the award that will provide the best value to the state based on the selection criteria set forth in **Section 5.1**. In so doing, the Negotiation Team is not required to score the Vendors, and will base the Negotiation Team's recommendation on the selection criteria and will arrive at its recommendation by majority vote. The Negotiation Team's recommendation will be forwarded to the Secretary, or his or her designee, for review.

### **5.5.2 Selection of Vendor(s)**

The Secretary, or his or her designee, will then decide which solutions and vendor(s) represent the best value, based on the selection criteria in **Section 5.1**, and to whom the contract should be awarded under this ITN. In so doing, the Secretary, or his or her designee, is not required to score the vendors, and will base his or her decision on a determination of best value. If the Secretary determines that two or more replies most advantageous to the state are equal with respect to all relevant considerations, including price, quality, and service, the award will be made in accordance with section 295.187, Florida Statutes, and Rule 60A-1.011, Florida Administrative Code.

### **5.5.3 Reserved Rights**

The Department reserves the right to:

- Select one or more vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;
- Divide the work among vendors by type of service or geographic area, or both;
- Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and
- Award a contract which includes one or more subcontractors proposed by any other vendor(s).

### **5.5.4 Posting Notice of Award**

The Department will post the Notice of Intent to Award Contract, stating intent to enter into one (1) or more contracts with the vendor or vendors identified therein, on VBS [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu). Any negotiations to finalize terms and conditions of the contract after such notice will involve a Department designee and not the Department's negotiation team, although members of the team may assist the designee in such negotiations.

### **5.5.5 Reserved Rights After Notice of Intent to Award**

The Department reserves the right:

- To schedule additional negotiation sessions with vendor(s) identified in the Notice of Intent to Award in order to establish final terms and conditions for contracts with the vendor(s).
- To post a notice of withdrawal or amendment of its Notice of Intent to Award and reopen negotiations with any vendor at any time prior to execution of the contract.
- To post a notice of withdrawal of award in the event that the selected vendor fails to execute the contract or defaults in performance. In such event, the Department reserves the right to re-procure services in accordance with Rule 60A-1.006(3) Florida Administrative Code.

## **APPENDIX I: NOTICE OF INTENT TO SUBMIT A REPLY**

\_\_\_\_\_(Vendor Name) wishes to inform the Florida Department of Children and Families of its intent to respond to the solicitation entitled "\_\_\_\_\_" ITN No. \_\_\_\_\_.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

Name of Authorized Official:	
Title of Authorized Official:	
Signature of Authorized Official:	
Date:	
Address:	
City, State, Zip:	
Telephone No:	
Facsimile No:	
E-mail Address:	

## APPENDIX II: CERTIFICATE OF SIGNATURE AUTHORITY

<b>Check below and complete Section A or Section B</b>	
<input type="checkbox"/>	Vendor is not a sole proprietorship (Complete Section A)
<input checked="" type="checkbox"/>	Vendor is a sole proprietorship (Complete Section B)
<b>Section A</b>	
<p>I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of Vendor) and have authority to make official representations by said Vendor regarding its official records and hereby state that my examination of the Vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the Vendor and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named Vendor in response to ITN # _____, and, in so doing, to bind the named Vendor to the statements made therein.</p>	
<p>Dated:</p>	
<p>Signature:</p>	
<p>Printed Name:</p>	
<p>Title:</p>	
<p><b>NOTE: In lieu of the above, the Vendor may submit a corporate resolution or other duly executed certification issued in the Vendor's normal course of business to prove signature authority of the named Authorized Representative.</b></p>	
<b>Section B</b>	
<p>I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of Vendor), and will be personally bound by the Proposal submitted in response to ITN # _____.</p>	
<p>Dated:</p>	
<p>Signature:</p>	
<p>Printed Name:</p>	

### APPENDIX III: VENDOR'S CERTIFICATIONS

<b>MANDATORY CERTIFICATIONS</b>		
<b>MASTER CERTIFICATION</b>		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # _____ (the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (a) through (m) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.</p>		
<p><b>Check the applicable box next to the title to each certification:</b></p>		
<b>True</b>	<b>False</b>	
		<b>a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</b>
		<b>b. Certification of Representations Per Section 9 of PUR 1001</b>
		<b>c. Certification of Authority to Do Business in Florida</b>
		<b>d. Statement of No Involvement</b>
		<b>e. Conflict of Interest Statement (Non-Collusion)</b>
		<b>f. Certification Regarding Subcontractors and Other Providers</b>
		<b>g. Certification Regarding Lobbying</b>
		<b>h. Certification Regarding Scrutinized Companies List</b>
		<b>i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts</b>
		<b>j. Certification Regarding Prior Contractual Obligations</b>
		<b>k. Certification of Representations Per sections 287.133, and 287.134, F.S.</b>
		<b>l. Certification of a Drug Free Workplace</b>
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p>		
Signature of Authorized Representative:		Date:
<p><b>a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</b></p>		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor's Reply is submitted in good faith in response to the Department of Children and Families Invitation to Negotiate (the ITN) and is binding on the Vendor in accordance with the terms of the ITN, that I have read, understood and agree with the terms and conditions of the ITN and, if awarded any contract as a result of the ITN, the Vendor will comply with the requirements, terms, and conditions stated in the ITN and the contract document. The Vendor further agrees that any intent by the Vendor to deviate from the terms and conditions set forth therein may result, at the Department's exclusive determination, in rejection of the reply.</p>		

**b. Certification of Representations Per Section 9 of Form PUR 1001**

By checking the "True" box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in Section 9 of PUR 1001.

**c. Certification of Authority to Do Business in Florida**

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.

**d. Statement of No Involvement**

By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has:

Been awarded a contract that was procured using procedures other than those described in subsections 287.057 (1-3), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent contract to support this project; Participated in drafting of a solicitation for this specific project; or

Developed a program for future implementation of this project.

**e. Conflict of Interest Statement (Non-Collusion)**

By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Invitation to Negotiate as principals are named therein, that the Vendor's Reply is made without collusion with any other person, persons, company, or parties submitting a reply; that it is in all respect made in good faith; and as the signer of the reply, I have full authority to legally bind the Vendor to the provisions of this reply.

**f. Certification Regarding Subcontractors and Other Providers**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor's Agreement to the following: 1) during the negotiation phase the Department may request, and any vendor submitting a reply to this ITN may propose, that such vendor use any of the subcontractors or providers used or identified by any other vendor submitting a reply to this ITN; and 2) that the Vendor waives any contract provision to the contrary.

### **g. Certification Regarding Lobbying**

By checking the "True" box in the Master Certification and signing the same, I hereby certify, to the best of my knowledge and belief,:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **h. Certification Regarding Scrutinized Companies List**

By checking the "True" box in the Master Certification and signing the same, I hereby certify, the Vendor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. I understand section 287.135, Florida Statutes, prohibits Florida state agencies from contracting with companies on either list, for goods or services over \$1,000,000, and pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

### **i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts**

By checking the "True" box in the Master Certification and signing the same, I hereby certify , in accordance with the debarment and suspension instructions listed below, the Vendor certifies neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency. Where the prospective vendor is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this certification.

#### **INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369). (See 2 C.F.R. Part 180)

- (1) Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of vendors if they are debarred or suspended by the federal government.
- (2) This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
- (3) The vendor shall provide immediate written notice to the contract manager at any time the vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "debarred," "suspended," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
- (5) The vendor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
- (6) The vendor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
- (7) The Department of Children and Families may rely upon a certification of a vendor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

This signed certification must be kept in the contract file. Subcontractor's certification must be kept at the vendor's business location.

**j. Certification Regarding Prior Contractual Obligations**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor has not:

- (1) Failed to correct to the satisfaction of the Department any unsatisfactory performance in a previous contract after Department notice of unsatisfactory performance;
- (2) Had a contract terminated by the Department for cause; and
- (3) Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (**APPENDIX III**) prior to contract execution.

**k. Certification of Representations Per Sections 287.133 and 287.134, Florida Statutes**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor is not listed on the Convicted Vendors List created and maintained pursuant to section 287.133, Florida Statutes, or on the Discriminatory Vendors List created and maintained pursuant to section 287.134, Florida Statutes.

**l. Certification of a Drug Free Workplace**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.

## TIE BREAKING CERTIFICATIONS

### Statutory Preferences When Awarding Contracts

Various provisions of Chapters 287 and 295, F.S., provide qualifying Vendors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers," a Vendor who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying Vendors, however, a Vendor waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal or reply.

### MASTER CERTIFICATION - TIE-BREAKING CERTIFICATIONS

As the Authorized Representative of the Vendor, \_\_\_\_\_ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # \_\_\_\_\_ (the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (n) through (p) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

Check the box next to the title to each certification that is true:

- m. Certification of a Certified Minority Business Enterprise
- n. Certification of a Service Disabled Veteran's Business Enterprise
- o. Certification of a Florida Business
- p. Certification of a Foreign Manufacturer with a Factory in Florida

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

Signature of Authorized Representative:	Date:
---	-------

#### m. Certification of a Certified Minority Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with section 287.0943, Florida Statutes.

#### n. Certification of a Florida Certified Veteran's Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Service Disabled Veterans Business Enterprise in accordance with section 295.187, Florida Statutes.

#### o. Certification of a Florida Business

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization's principal place of business is located within Florida in accordance with section 287.084, Florida Statutes.

#### p. Certification of a Foreign Manufacturer with a Factory in Florida

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with section 287.092, Florida Statutes.

#### APPENDIX IV: QUESTION SUBMITTAL FORM

Each Vendor shall complete the form provided based on its questions relating to this ITN. The completed form shall be submitted in accordance with the instructions provided in **Section 2.7** of the ITN. The electronic response must be submitted as a Microsoft Word 2007 version file format. This form may be expanded as needed to facilitate response to this requirement.

**Vendor Name:** [Enter Legal Name of Vendor]

Question Number	ITN Section Number	ITN Page Number	Question/Comment
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

[Add rows as necessary.]

---

\*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

\*Name and Title of Authorized Representative

\*This individual must have the authority to bind the Vendor.

## APPENDIX V: MANDATORY REQUIREMENTS CHECKLIST

<b>MANDATORY CRITERIA CHECKLIST</b> for: (enter name & reference # of solicitation)		
<b>Print Vendor's Name (Agency):</b>		
<b>Print Name of Department Reviewer (Procurement Manager):</b>		
<b>Signature of Department Reviewer:</b>		<b>Date:</b>
<b>Print Name of Department Witness:</b>		
<b>Signature of Department Witness:</b>		<b>Date:</b>
1. Was the reply received by the date and time specified in the ITN and at the specified address?		
□ (YES) = Pass      □ (NO) = Fail		
Comments:		
2. Does the reply include the following?		
a.	Signed Certificate of Signature Authority, naming the vendor and its Authorized Representative (see note at bottom of Section A of Appendix II for acceptable alternatives)	□ (YES) = Pass    □ (NO) = Fail
b.	Master Certification, including the names of vendor and its Authorized Representative and signature of the Authorized Representative.	□ (YES) = Pass    □ (NO) = Fail
3. Is the "True" box in the Master Certification checked for each of the following?		
a.	Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document	□ (YES) = Pass    □ (NO) = Fail
b.	Certification of Representations Per Section 9 of PUR 1001	□ (YES) = Pass    □ (NO) = Fail
c.	Certification of Authority to Do Business in Florida	□ (YES) = Pass    □ (NO) = Fail
d.	Statement of No Involvement	□ (YES) = Pass    □ (NO) = Fail
e.	Conflict of Interest Statement (Non-Collusion)	□ (YES) = Pass    □ (NO) = Fail
f.	Certification Regarding Subcontractors and Other Providers	□ (YES) = Pass    □ (NO) = Fail
g.	Certification Regarding Lobbying	□ (YES) = Pass    □ (NO) = Fail
h.	Certification Regarding Scrutinized Companies List	□ (YES) = Pass    □ (NO) = Fail
i.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts	□ (YES) = Pass    □ (NO) = Fail
j.	Certification Regarding Prior Contractual Obligations	□ (YES) = Pass    □ (NO) = Fail
k.	Certification of Representations Per Sections 287.133 and 287.134, F.S.	□ (YES) = Pass    □ (NO) = Fail
l.	Certification of a Drug Free Workplace	□ (YES) = Pass    □ (NO) = Fail

The reply includes the following "tie breaker" certification documents:		
Appendix III l. – Certification of a Drug Free Workplace	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III m. -Certification of a Certified Minority Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III n. - Certification of a Service Disabled Veteran's Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III o - Certification of a Florida Business	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III p - Certification of a Foreign Manufacturer with a Factory in Florida	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Comments:

**4. Has the Department verified that the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List?**

(YES) = Pass       (NO) = Fail

Comments:

## APPENDIX VI: SUBCONTRACTOR LIST

The lists will identify the subcontractors who will perform work under the contract(s) resulting from this solicitation.

The Vendor shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in the related subcontracted services and is qualified to provide the services for which each subcontractor is listed.

In the event that no subcontractor(s) will be used, this list shall be returned indicating "No Subcontractors will be used."

**CHECK HERE IF NO SUBCONTRACTORS WILL BE USED:**

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone #	
FEIN #	

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone:	
FEIN #	

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone #	
FEIN #	

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone:	
FEIN #	

[Duplicate table as necessary for additional subcontractors.]

---

\*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

\*Name and Title of Authorized Representative

\*This individual must have the authority to bind the Vendor.