STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

OFFICE OF SUBSTANCE ABUSE AND MENTAL HEALTH



INVITATION TO NEGOTIATE

Performance Based Prevention System (PBPS)

ITN # <u>7D10ME5</u>

Commodity Code #: 93131700, 93141503, 92101702, 93141500

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SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement

The Department of Children and Families (Department), Office of Substance Abuse and Mental Health (SAMH), is issuing this solicitation to interested parties for the purpose of purchasing a data system to serve as the Department's Performance-Based Prevention System (PBPS), accessible to the Department and stakeholders engaged in substance abuse prevention services.

1.2 Statement of Purpose

The major goal of the contract resulting from this ITN is to design and implement a data system that:

- Collects and reports data from substance abuse prevention providers;
- Measures program impact and performance outcomes;
- Tracks funding for grant reporting; and
- Enables service providers to improve decision making, implement best practices, and cost effectively manage programs.

Certified Minority Business Enterprises are encouraged to submit proposals in response to this solicitation.

1.3 Term of the Agreement

The anticipated start date of the contract resulting from this ITN is **October 1, 2015**. The contract shall end on **June 30, 2018**. The contract may be renewed for a period not to exceed three years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement, accomplished at no cost to the Department, contingent upon satisfactory performance evaluations as determined by the Department, and subject to the availability of funds. Any renewal shall be in writing and 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:

Michele Staffieri, Procurement Manager

Mailing Address: Florida Department of Children and Families Office of Substance Abuse and Mental Health (SAMH) 1317 Winewood Blvd., Bldg 6, Room 231 Tallahassee, FL 32399-0700

Email: michele.staffieri@myflfamilies.com

All contact with the Procurement Manager shall be in writing via electronic mail, U.S. mail, or other common courier. <u>No facsimiles or telephone calls will be accepted for any reason</u>.

1.5 Definitions

Contract terms can be found in section 1.4.1 of the Department's Standard Contract, which is being posted on the Department of Management Services Vendor Bid System (VBS) website along with this ITN. In addition, the terms specific to this solicitation are defined below:

1.5.1 Application. A related group of computer programs, routines, utilities, etc., developed to perform a specific function or related group of functions. Synonymous with "software".

1.5.2 Technical Support and Assistance. The provision of technical assistance to the Department, service providers, coalitions, and Managing Entities, as needed, through a help desk, on-line support and chats, user manual, or multimedia training.

1.5.3 Managing Entity (ME). As defined by s. 394.9082, F.S.

1.5.4 Performance Based Prevention System (PBPS). An online reporting system for the collection of data related to Substance Abuse Prevention programs and activities funded by the Department.

1.5.5 PBPS Workgroup. A workgroup comprised of Department staff, ME Prevention Coordinators, and other stakeholders identified by the Department, to develop and implement a highly functioning PBPS by providing recommendations to the Department for the development, modification, and enhancement of the PBPS; encouraging network service providers to access and utilize the PBPS for the collection of data, and providing quarterly feedback to the Department to determine effectiveness of the system in collecting and reporting of data.

1.6 Small, Minority, and Florida Certified Veterans Business Participation

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

SECTION 2. ITN PROCESS

2.1 General Overview of the Process

Replies that meet the Mandatory Requirements of this ITN (Section 5.1) and are otherwise responsive will be eligible for evaluation. Responsive Vendors will be evaluated and ranked and a Short List (Section 5.2) of Vendors selected for negotiation will be posted to the VBS (Section 2.2.1). Oral presentations by Vendors may be permitted as part of the shortlisting process. Following negotiations with shortlisted Vendors, the Department will post a notice of intended contract award, identifying the Vendor selected for award.

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 VBS website located at: <u>http://vbs.dms.state.fl.us/</u>.

In order 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. **Section 4.4** addresses the submission of trade secret and other information exempted from public inspection.

2.3 **Protests and Disputes**

2.3.1 Time Limits for Filing Protests

Any person who is adversely affected by the decision or intended decision made by the Department pursuant to this solicitation shall file with the Department a notice of protest in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the notice of decision, or intended decision. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

2.3.2 Protests of Terms, Conditions and Specifications

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for ranking replies, awarding contracts, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

2.3.3 Protest Bond Requirement

When protesting a decision or intended decision (including a protest of the terms, conditions and specifications contained in the solicitation), the protestor must post a bond equal to one percent of the Department's estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, the Department shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays, and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to s. 120.57(3), F.

S. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding.

FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.

In lieu of a bond the Department may accept a cashier's check, official bank check, or money order in the amount of the bond.

2.3.4 Filing a Protest

A notice of protest, formal protest, and bond are "filed", when received by the contact person listed in **Section 1.4** above. Filing may be achieved by hand-delivery, courier, US Mail or facsimile transfer. Filing by email will not be accepted. All methods of delivery or transmittal to the Department's contact person shall remain the responsibility of the protestor and the risk of non-receipt or delayed receipt shall be upon the protestor.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN S. 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 Limitation

Prospective Vendors or persons acting on their behalf may not contact, between the release of this ITN and the end of the 72-hour period (Saturdays, Sundays and state holidays excluded) following the Department's posting of the notice of intended award, Department personnel or any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the contact person identified in **Section 1.4** above or as provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective Vendor, or an existing or prospective subcontractor to a prospective Vendor is assumed to be on behalf of a prospective Vendor unless otherwise shown.

As part of a response to a Department request for additional or clarifying information pursuant to **Section 2.14.1** or inspection or a Department investigation pursuant to **Section 2.14.2**, Vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager for such purposes.

2.4.2 Contact During the Negotiations Phase

During the negotiations phase of this ITN:

2.4.2.1 Any contact and communication between the members of the negotiations team for the prospective Vendor(s) with whom the Department is negotiating and the negotiations team for the Department is permissible, but only "on the record" (as required by s. 286.0113(2), F.S.) during the negotiations meetings;

2.4.2.2 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

2.4.2.3 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 Chief Negotiator for such purposes.

2.4.3 Violation of Contact Limitations

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

2.5 Schedule of Events and Deadlines

Table 1. Schedule of Events and Deadlines						
ACTIVITY	ACTIVITY DATE TIME ADDRESS SECTION REFERENCE					
ITN advertised and released on Florida VBS:	July 9, 2015	5:00 PM	VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.2.1		
Notice of Intent to Submit a Reply to be received by the Department:	July 17, 2015	5:00 PM	Attn: Michele Staffieri Dept. of Children & Families 1317 Winewood Blvd., Bldg. 6, Room 231 Tallahassee, FL 32399-0700 <u>michele.staffieri@myflfamilies.com</u>	2.6		
*Solicitation Conference Call to be held:	July 20, 2015	10:00 AM	Dept. of Children & Families 1317 Winewood Blvd., Bldg. 6, Conference Rm D Tallahassee, FL 32399-0700 1-888-670-3525 Participant Code 2868250655	2.7		
Submission of written inquiries must be received by:	July 23, 2015	3:00 PM	Attn: Michele Staffieri Dept. of Children & Families 1317 Winewood Blvd., Bldg. 6, Room 231 Tallahassee, FL 32399-0700 michele.staffieri@myflfamilies.com	2.8		
Anticipated date for posting Department's Response to Inquiries:	July 28, 2015	5:00 PM	VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.8		
Sealed Replies must be received by the Department:	August 21, 2015	10:00 AM	Attn: Michele Staffieri Dept. of Children & Families 1317 Winewood Blvd., Bldg. 6, Room 231 Tallahassee, FL 32399-0700 <u>michele.staffieri@myflfamilies.com</u>	2.9		
*Reply Opening and Review of Mandatory Requirements:	August 21, 2015	10:30 AM	Dept. of Children & Families 1317 Winewood Blvd., Bldg. 6, Conference Room D Tallahassee, FL 32399-0700 1-888-670-3525 Participant Code 2868250655	2.9, 2.10		
*Debriefing Meeting of the Evaluators and ranking of the replies:	September 1, 2015	10:00 AM	Dept. of Children & Families 1317 Winewood Blvd., Bldg. 6, Conference Room A Tallahassee, FL 32399-0700 1-888-670-3525 Participant Code 2868250655	2.11		
Anticipated posting of qualified Vendors ("Short List") for Negotiation:	September 14, 2015	5:00 PM	VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu_	5.2.5		
Anticipated Negotiation period:	September 21-24, 2015	9:00 AM- 4:00 PM	Dept. of Children & Families 1317 Winewood Blvd., Bldg. 6, Conference Room 335 Tallahassee, FL 32399-0700 1-888-670-3525 Participant Code 2868250655	5.3		
*Meeting of Negotiation Team to Develop Recommendation for Award:	September 24, 2015	4:15 PM	Dept. of Children & Families 1317 Winewood Blvd., Bldg. 6, Conference Room 335 Tallahassee, FL 32399-0700 1-888-670-3525 Participant Code 2868250655	5.3, 5.4.3		

Table 1. Schedule of Events and Deadlines					
ACTIVITY DATE ADDRESS				SECTION REFERENCE	
Anticipated posting of Intended Contract Award:	October 9, 2015	5:00 PM	VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.4.6	
Anticipated Effective Date of Contract:	November 1, 2015	N/A	N/A	N/A	
All Vendors are hereby notified that the 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, in 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 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**. Submission of a Notice of Intent is <u>not</u> a pre-requisite for acceptance of replies from prospective Vendors.

2.7 Solicitation Conference Call

The purpose of the solicitation conference call is to review the ITN with interested Vendors so that areas of misunderstanding or ambiguity are clarified. The Department encourages all prospective Vendors to participate in the solicitation conference call, during which Vendors may pose questions. The Solicitation Conference call for this ITN will be held at the time and date specified in **Section 2.5**.

2.7.1 Official Department Responses

Only responses posted on the VBS website are to be considered official Department responses to questions whether the question is presented during the Solicitation Conference or submitted in accordance with **Section 2.8** below.

2.7.2 Participation is <u>Not</u> a Pre-requisite

Participation in the solicitation conference call is <u>not</u> a pre-requisite for acceptance of replies from prospective Vendors.

2.8 Written Inquiries

Other than during the solicitation conference call, prospective Vendor questions will only be accepted if submitted in writing to the Procurement Manager 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**.

No questions will be accepted by facsimile or telephone.

Copies of the responses to all inquiries, and clarifications or addenda if made to the ITN, will be made available by the date and time specified in **Section 2.5** through electronic posting on the VBS website **(Section 2.2.1)**.

2.9 Receipt of Replies

2.9.1 Reply Deadline

Replies must be received by the Department no later than the date and time and at the address provided in **Section 2.5**. 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 exclusively the risk of the prospective Vendor.

2.9.2 Binding Replies

By submitting a Reply, each Vendor agrees that its Reply shall remain a valid offer for at least 90 days after the Reply opening date and that, in the event the contract award is delayed by appeal or protest, such 90-day period is extended until entry of a final order in response to such appeal or protest.

2.9.3 Bid Bond Not Required

A bid bond or equivalent security is <u>not</u> required in order to submit a Reply to this ITN.

2.9.4 Payment and Performance Bond Is <u>Not</u> Required

A payment and performance bond is <u>not</u> required for this contract and submission of evidence of the Vendor's ability to do so is required in order to submit a Reply to this ITN.

2.9.5 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 as provided in **Section 2.14.1**, but is under no obligation to do so.

2.9.6 Receipt Statement

Replies that are not received at the specified address, by the specified date and time, 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.

2.10 Oral Presentations As Part of Evaluation

The Department reserves the right to schedule oral presentations by prospective Vendors submitting replies as part of the evaluation process. Notice of such presentations will be posted on the VBS website as described in **Section 2.2.1**. The Department will record all oral presentations.

Oral presentations by Vendors are not open to the public pursuant to the exemption provided by s. 286.0113(2)(b), F.S.

2.11 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 date and time 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.

2.12 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.

2.13 Form PUR 1001

The standard "General Instructions to Respondents" Form PUR 1001 (10/06) is hereby incorporated into this solicitation by reference as if fully recited herein. Sections 3, 4, 5, 14, and 17 of the Form PUR 1001 are not applicable to this solicitation. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the term contained in Form PUR 1001 shall take precedence. The Form PUR 1001 is available at: http://dms.myflorida.com/index.php/content/download/1907/8062/version/9/file/1001.doc.

2.14 Department's Reserved Rights

2.14.1 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.

2.14.2 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.

2.14.3 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, and by doing so assumes no liability to any Vendor.

2.14.4 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, and by doing so assumes no liability to any Vendor.

2.14.5 Reserved Rights After Notice of Award

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

2.14.5.2 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.

2.14.6 Other Reserved Rights

The Department reserves all rights described elsewhere in this ITN.

SECTION 3. SPECIFICATIONS

3.1 Funding Limits

Services under this solicitation are limited by the availability of funds. Funding for this procurement is limited to the amounts Table 2.

Table 2.				
State Fiscal Year	Funding			
2015-2016	\$ 200,000.00			
2016-2017	\$ 200,000.00			
2017-2018	\$ 200,000.00			

Total	\$ 600,000.00

3.2 Minimum Programmatic Specifications

The programmatic specifications detailed below include the minimum tasks required to be performed, which will be incorporated into any contract resulting from this ITN.

3.2.1 PBPS Workgroup

The successful Vendor shall participate in the PBPS Workgroup to develop recommendations for system specifications, modifications, and enhancements. Recommendations shall be implemented by the successful Vendor upon Department approval.

3.2.2 Implementation Workplan

No later than October 15, 2015, the successful Vendor shall submit an implementation workplan detailing milestones, anticipated completion dates, and any other significant factors affecting the implementation of the PBPS.

3.2.3 System Specifications

The successful Vendor shall design, develop, implement, host, and manage an online data collection and reporting system with 24 hour per day, seven day per week access, excluding system downtime, for data entry and report generation that meets or exceeds the following system specifications.

3.2.3.1 System Design

The PBPS must be capable of and include protocols for the following minimum design elements:

3.2.3.1.1 Creating, editing, and maintaining individual user profiles;

3.2.3.1.2 Generating and assigning a unique identifier for persons served in Prevention – Indicated services or programs;

3.2.3.1.3 Creating and maintaining a log of user access and system utilization, including number of times the system is accessed, number and types of reports generated, date and time of all PBPS activities performed, and other information to better understand how the system is being utilized;

3.2.3.1.4 Maintaining a log of system uptime, maintenance, and outages;

3.2.3.1.5 Load balancing and traffic monitoring software to monitor and report data traffic and system performance; and

3.2.3.1.6 Development and maintenance of a PBPS user manual, video tutorial, Frequently Asked Questions, a focus group test, and caveats.

3.2.3.2 Data Entry and Maintenance

The PBPS must maintain the capacity to provide the following:

3.2.3.2.1 Uploading, archiving, accessing, and reporting on historical data captured by the Department's previous prevention data system;

3.2.3.2.2 Data importing (FTP Processing) for Department-contracted prevention providers;

- **3.2.3.2.3** Electronic batch transferring of data to the Department's data warehouse;
- 3.2.3.2.4 Exporting raw data in real-time for detailed analysis; and
- 3.2.3.2.5 Producing data extract files, upon request from MEs and other

stakeholders.

3.2.3.3 Data Reporting

The successful vendor shall design PBPS such that data is retrievable by the Department, MEs, network service providers, and stakeholders identified by the Department, according to the following minimum specifications:

3.2.3.3.1 Reporting of standard data required for process, outcome, planning, and demographic data that satisfy federal grant reporting needs for the SAPT Block Grant and General Appropriations Act (GAA)/Long Range Program Plan (LRPP) Measures;

3.2.3.3.2 Reporting of year-to-date aggregated data by network service provider, ME region, and state levels;

3.2.3.3.3 Online ad-hoc reporting allowing users to customize what information is displayed, how it is displayed (tabular or graphical chart format), and in what type of format (Word document, pdf, or PowerPoint); and

3.2.3.3.4 Filter options including various socio-demographic and clinical characteristics of the persons served, e.g., gender, age, race, ethnicity, diagnosis, etc.

The successful Vendor shall provide written documentation detailing how standard reports are generated, including selection criteria and algorithms used to retrieve the data.

3.2.3.4 Data Security

The PBPS must ensure the security of all data and user access, including the following:

3.2.3.4.1 Protection for all user transactions with industrial standard 128-bit encryption technology and certified by VeriSign;

3.2.3.4.2 Daily, weekly, and monthly scheduled backup of all data with off-site backup copies;

3.2.3.4.3 Maintenance of data in a secure and climate controlled server room, and

3.2.3.4.4 Compliance with Agency for Enterprise Information Technology administrative rules in Chapters 71 and 71A, F.A.C., as applicable to data security and access.

3.2.4 System Modifications and Enhancements

The successful Vendor will be required, at no additional charge, to implement modifications to PBPS data collection, management, and standardized reporting to address changes in Federal and State reporting requirements to resolve any confirmed software anomalies.

The successful Vendor will be required to update the PBPS routinely, and as directed by the Department, to enhance the quality of the system, increase reliability of the data, or otherwise improve the usability of the system.

3.2.5 Data Verification

The successful Vendor must establish or identify a process whereby data entry or reporting outliers and anomalies may be identified and resolved. The process must include the manner in which data entry and reporting will be verified, the timeframe for the identification of, and the methodology for resolving such issues.

3.2.6 Technical Support and Assistance

The successful Vendor shall provide technical support and assistance to the Department and PBPS users through a variety of resources, according to the following specifications:

3.2.6.1 In-Person

Professional support staff must be available to assist system users during normal business hours through the following means:

3.2.6.1.1	Online assistance contact form;
3.2.6.1.2	Email;
3.2.6.1.3	Regularly scheduled conference calls;
3.2.6.1.4	Toll free phone support; and
3.2.6.1.5 with the ab	Online chat support directly accessible through the service application ility to view the user screen to help troubleshoot the issue(s) being reported.
Materials	

3.2.6.2 Materials

Technical assistance materials must be developed, updated as needed, and directly accessible through the service application at all times, including:

3.2.6.2.1	User manuals;
3.2.6.2.2	Frequently Asked Questions (FAQs); and
3.2.6.2.3	Evaluation forms.

3.2.6.3 Training

System training must be developed, updated as needed, and available to the Department and new users, including:

3.2.6.3.1 Training of all approved Department staff, ME prevention coordinators, and network service providers upon implementation of the PBPS; and

3.2.6.3.2 Web-based training for new users, upon establishment of each user profile; and

3.2.6.3.3 Refresher training upon implementation of significant system modifications or enhancements, or as requested by the Department.

3.2.6.4 All technical assistance and support activities must be tracked using an internal software system including the following elements:

3.2.6.4.1 request;	Assignment of a unique number to each issue or technical assistance
3.2.6.4.2	Identification of the system user;

3.2.6.4.3 Date issue is reported or assistance is requested;

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3.2.6.4.4 Categorization of issues (bug, data, import, login, policy, server, suggestion, system, training, or user);

- **3.2.6.4.5** Documentation of the method of contact (online form, email, phone, etc.);
- **3.2.6.4.6** Date of issue resolution or completion of technical assistance; and
- **3.2.6.4.7** Description of issue resolution or technical assistance provided.

3.3 Staffing

Key personnel must be maintained for the duration of the contract and must meet the minimum professional qualifications necessary to comply with applicable rules, statutes, and licensing standards. Additional staffing requirements will be negotiated and outlined in any contract resulting from this ITN.

3.4 Financial Specifications

3.4.1 Service Units

The Department intends to enter into a multi-year contract whereby payment shall be made upon satisfactory completion of all terms and conditions specified in the contract resulting from this ITN and the submission and approval of all reports and deliverables specified in **Table 3**. The method of payment will be negotiated and outlined in any contract resulting from this ITN.

3.4.2 Reports and Deliverables

The reports and deliverables specified in Table 3 are shall be submitted prior to, or in conjunction with, a request for payment. The final due dates and price for each deliverable will be negotiated and incorporated in any contract resulting from this ITN. Each invoice shall be approved for payment only after all reports and deliverables have been reviewed and approved by the Department.

Table 3. Reports and Deliverables					
Deliverable Title	Frequency	Report Due Date(s)			
System Implementation Workplan	Once	October 15, 2015			
Performance Outcomes and Outputs	Monthly	No later than the 15 th day of the month			
Technical Support and Assistance Summary	Monthly	following service provision			
Managing Entity Status Report	Quarterly				
System Usage and Updates	Quarterly				
System Uptime and Unscheduled Outage Report	Quarterly	No later than the 15 th day of the month following the quarter of service provision			
Training Summary Report	Quarterly				
Expenditure Report	Quarterly				
Standardized Reports	Annually	In accordance with grant reporting cycles			
Ad-hoc Reports	As Needed	Within 3 days of request			

3.4.2.1 System Implementation Workplan

A detailed timeline for implementation of the PBPS, as detailed in **Section 3.2.2**.

3.4.2.2 Performance Outcomes and Outputs

A detailed reporting of service provider performance and functionality, including performance measures and evaluations.

3.4.2.3 Technical Support and Assistance Summary

A summary of all technical support and assistance activities required in Section 3.2.6.

3.4.2.4 Managing Entity Status Report

A detailed status of services providers within each ME region, including those with access to the PBPS, those entering data into the PBPS, and any service providers with outstanding technical issues preventing access or data entry.

3.4.2.5 Uptime and Unscheduled Outage Report

A summary of the total hours, total maintenance hours, scheduled uptime, unscheduled downtime, the percent of uptime, and the scheduled maintenance time for the reporting period.

3.4.2.6 System Usage and Updates

A detailed listing of information related to system usage as detailed in **Section 3.2.3.1.3** and any updates, modifications, or enhancement made to the system during the reporting period.

3.4.2.7 Standardized Reports

Reports for process, outcome, planning and demographic data that satisfy federal grant reporting needs and General Appropriations Act (GAA)/Long Range Program Plan (LRPP) Measures.

3.4.2.8 Ad-hoc Reports

Reports provided to the Department or ME Prevention Coordinators, as needed, when the report cannot be provided through the system user.

3.4.2.9 Expenditure Report

A detailed report documenting the expenditure of funds provided by any contract resulting from this ITN, using form CF-MH 1037, Actual Expenses and Revenues Schedule as incorporated in Rule 65E-14.003(1)(c), F.A.C. The expenditure report may be used to negotiate payment in any contract renewal, or to amend contract rates. If the expenditure report identifies unearned income at the end of the third quarter of any state fiscal year, a justification and explanation with assurance of reconciliation with the final invoice must be submitted to the Department for approval. If the Department does not approve the justification and explanation, the funds must be returned to the Department forthwith.

3.4.3 Advances

Advances may be made only to not-for-profit organizations or governmental agencies. Advances may be made on a monthly basis up to the first three months of the resulting contract. Advances may not exceed the cash needs during the first three months of a twelve month period. Detailed documentation justifying cash needs for advances will be required prior to execution of the resulting contract.

3.4.4 Administrative Costs

Administrative Costs, including any indirect costs that are administrative in nature, must not exceed ten percent of the total operating costs of the proposed program budget.

3.4.5 Financial Consequences

In addition to the terms and conditions stated in the Department's CF Integrated Contract 2014 and pursuant to s. 215.971, F.S., the Department reserves the right to negotiate financial consequences that apply for failure to perform the minimum level of service required by any contract resulting from this ITN.

3.5 Performance Measure

The contract resulting from this ITN will include the following performance measures;

- **3.5.1** The PBPS shall maintain a minimum Uptime of eighty percent (80%) for the reporting period.
- **3.5.2** A minimum of eighty percent (80%) of end-user tickets must be completed satisfactorily as rated by

the end user.

3.5.3 A minimum of eighty percent (80%) of technical assistance and support tickets will be closed within 30 days.

3.5.4 A minimum of eighty five (85%) of surveys completed after a technical assistance and support ticket is closed will report satisfaction with the assistance provided.

Final performance measures will be negotiated and outlined in any contract resulting from this ITN.

3.6 Composition of the Contract

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

3.6.1 CF Integrated Contract 2014 and Exhibits A-F

The Department's CF Integrated Contract 2014 and Exhibits A-F (posted as a separate document) contain the general contract terms and conditions required for all Vendors. Exhibits A-F will contain additional contract terms and conditions to be negotiated with the successful vendor. All appropriate clauses will be included at that time.

3.6.2 Form PUR 1000

The Form PUR 1000 is incorporated by reference into the Department's CF Integrated Contract 2014.

3.6.3 Other Attachments or Exhibits

All other attachments and exhibits to the contract referenced in this ITN shall also be part of the resulting contract, if any.

3.7 Order of Precedence

In the event of conflict in terms among the foregoing, 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 of the below documents.

- 3.7.1 Exhibits A-F.
- **3.7.2** All attachments to Exhibits A-F.
- **3.7.3** The Department's CF Integrated Contract 2014.
- **3.7.4** Form PUR 1000.
- **3.7.5** The Vendor's Reply.

3.8 Vendor Registration in MyFloridaMarketPlace

In order 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-1.030(3), F.A.C. If the Vendor is already registered in MyFloridaMarketPlace prior to submitting a Reply, the Vendor may include a signed Certificate of Registration. Vendors who are 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 of a contract, if any.

3.9 Performance Bond <u>Is Not</u> Required Prior to Contract Execution

The selected Vendor is not required to submit a payment and performance bond, irrevocable letter of credit or cashier's check prior to contract execution.

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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 Acceptable

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

A complete Reply consists of the following:

- **4.1.4.1** one original and three copies of the Programmatic Reply;
- **4.1.4.2** one original and three copies of the Cost Proposal;
- **4.1.4.3** one copy of the Financial Stability Documentation; and

4.1.4.4 one electronic version of the Reply, containing all three parts of the Reply (Programmatic Reply, Cost Proposal, and Financial Stability Documentation), identical to the hard copies, (see **Section 4.3** for formatting instructions).

The original copy of both the Programmatic Reply and the Cost Proposal submitted to the Department must contain an original signature of an official who is authorized to bind the Vendor to their Reply.

4.1.5 Replies to be in Sealed Envelopes

The original, each copy, and the electronic version of the Reply must be individually sealed in separate envelopes. The outside of each envelope must be clearly marked with; the title of the Reply, the ITN number, the Vendor's name, and identification of enclosed document.

All individually sealed envelopes must be placed in an appropriate sealed mailing container. Clearly mark the exterior of the mailing container *"Reply to DCF Competitive Solicitation Number <u>ITN #</u>____; Performance Based Prevention System".*

4.2 Content of the Reply

4.2.1 Title Page

The first page of the Programmatic Reply, Cost Proposal, and the Financial Stability Documentation shall be a Title Page that contains the following information.

- **4.2.1.1** Department to which Reply is submitted;
- **4.2.1.2** Title of Reply;
- 4.2.1.3 ITN number;
- **4.2.1.4** Identification of enclosed documents;
- 4.2.1.5 Vendor's name and federal tax identification number;
- 4.2.1.6 Name, title, telephone number and address of person who can respond to inquiries

regarding the Reply; and

4.2.1.7 Name of program administrator (if known).

4.2.2 Vendor's Cross Reference Table

Replies must include a cross-reference between the Reply and the ITN requirements in **Section 3**. Separate cross-reference tables must be developed for the Programmatic Reply, and Cost Proposal. The cross-reference table must be directly behind the title page in the Programmatic Reply and the Cost Proposal. All cross-reference tables must be formatted as follows.

	Table 4. Sample ITN/Reply Cross Reference Table					
		ITN	REPLY			
Page(s)	Sect/Part	Subject	Subject	Page(s)	Sect/ Part	
		Title Page	Title Page			
		Required Vendor's Statements and Certifications – Mandatory Requirements	Required Vendor's Statements and Certifications – Mandatory Requirements			
		Response to Understanding the Statement of Purpose	Response to Understanding the Statement of Purpose			
		Description of the Vendor's Organizational Qualifications	Description of the Vendor's Organizational Qualifications			

4.2.3 TAB 1: Required Vendor's Statements and Certifications – Mandatory Requirements

The Reply must include all of the Mandatory Requirements, described below, and must be received by the date and time and at the address specified in **Section 2.5**. A Reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

4.2.3.1 Certificate of Signature Authority

The Reply must include a signed certificate, 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 that the person signing the Reply and its statements and certifications is authorized to make such representations and to bind the Vendor. **(Appendix II)**

4.2.3.2 Acceptance of Contract Terms and Conditions

The Reply must include a Mandatory Certifications - Master Certification 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 (I). (Appendix III)

4.2.3.3 Bid Bond Not Required

A bid bond is <u>not</u> required to accompany the Reply.

4.2.3.4 Evidence of Ability to Provide Payment and Performance Bond Is <u>Not</u> Required

Evidence of the Vendor's ability to provide a payment and performance bond prior to contract execution, and for the duration of the contract, is **not** required to accompany the Reply.

4.2.3.5 Tie Breaking Certifications

The Reply may include the Master Certification - Tie Breaking Certifications. The Vendor may check the "true" box for any or all Tie Breaking Certifications identified in **Appendix III m. through p.** for which a Vendor qualifies. Completion of the Tie Breaking Certifications is optional for qualifying

Vendors, however, a Vendor waives all rights to consideration of a "tie breaker" if it fails to timely submit the certification for a "tie breaker". (Appendix III)

4.2.4 TAB 2: Understanding the Statement of Purpose

4.2.4.1 The Reply must demonstrate a clear understanding of the Department's needs and objectives, as detailed in this ITN, its appendices, referenced supporting documentation, and incorporated documents;

4.2.4.2 The Reply must describe how the services outlined in this ITN, its appendices, referenced supporting documentation, and incorporated documents, aligns with the current mission and services provided by the Vendor; and

4.2.4.3 The Reply must describe the Vendor's understanding of the services required and their grasp of the overall goals, requirements, and functionality of the PBPS.

4.2.5 TAB 3: Vendor's Qualifications

4.2.5.1 Qualifications and Experience

The Reply must describe the background, experience, knowledge, skills and accomplishments of the Vendor and the individuals or subcontractors who will be assigned to this project related to the PBPS.

The Reply must describe the Vendor's experience in implementing similar services as specifically contemplated in this ITN. Experience shown should be work done by the individuals who will be assigned to this project as well as the overall experience of the Vendor. The Reply must state whether the Vendor was the prime contractor or a subcontractor and should provide a detailed description of any work to be subcontracted with information describing the qualifications and relevant experience of any proposed subcontractors.

In determining Vendor capability, 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 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.

4.2.5.2 Current and Previous Business with State Agencies

The Reply must include a comprehensive list of all State of Florida agencies with which the Vendor has a contract or has had a contract with in the past five years. The list must include the following information about each contract:

4.2.5.2.1 Name of the contracting state agency and the applicable office or program issuing the contract;

- **4.2.5.2.2** Contract name and number;
- **4.2.5.2.3** Starting and ending dates;
- **4.2.5.2.4** Total contract amount;

4.2.5.2.5 A brief description of the purpose of the contract and the types of services provided under the contract; and

4.2.5.2.6 Name and contact information of the Contract Manager.

4.2.5.3 Personnel

The Reply must describe the Vendor's proposed staffing, including:

4.2.5.3.1 The number of full-time equivalents (FTEs) and type of staff necessary to accomplish all of the tasks and other responsibilities under this ITN and a distinction

between staff members and subcontracted positions. Describe the rationale for the numbers and types of staff to be used. Provide information about how qualified candidates or subcontractor(s) will be selected and specific training to be provided. If this is a new project and staff are to be hired, provide a timetable for hiring and training.

4.2.5.3.2 The Reply must include a job description for each staff position, including: specific job functions; minimum educational, training, and experience requirements; salary range; and identify individual(s) responsible for supervision and performance evaluations. Professional and paraprofessional staff shall be qualified, as detailed in the job description, in a field appropriate to the services being provided under the resulting contract.

4.2.5.3.3 The Reply must describe the specific experience of the main person(s) performing the day-to-day activities outlined in the ITN.

4.2.5.3.4 Salary amounts, hourly rates, subcontracted costs, or other financial information relating to these positions may not be identified or discussed in the Programmatic Reply. All pricing considerations must be presented exclusively in the separate Cost Proposal.

4.2.5.4 Organizational Chart

The Reply must include a project organizational chart that shows the proposed project's relationship within the overall organization's structure, supervisory staff within the organization that will have direct supervision over the proposed project and personnel and subcontractors working directly for the project. Provide the names of the members of the Board of Directors.

4.2.6 TAB 4: Vendor's Approach to Accomplishing Tasks

The Reply must include a narrative describing the Vendor's proposed approach to accomplishing the tasks outlined in **Section 3**.

4.2.6.1 The Reply must include the Vendor's understanding of the PBPS Workgroup, as described in **Section 1.5.5** and the proposed approach to participating in the PBPS Workgroup as detailed in **Section 3.2.1**.

4.2.6.2 The Reply must include a system implementation workplan, sufficient to demonstrate the Vendor's ability to plan and implement the PBPS no later than October 15, 2015, as detailed in **Section 3.2.2**.

4.2.6.3 The Reply must include details of the Vendor's proposed PBPS, sufficient to demonstrate the system's ability to meet or exceed the system specifications detailed in **Section 3.2.3**. If the proposed PBPS is not an existing system, the Reply must include a proposed timeline demonstrating the Vendor's ability to construct a PBPS no later than October 15, 2015.

4.2.6.4 The Reply must demonstrate the ability of the PBPS to provide data reporting, as detailed in **Section 3.2.3.3.** Copies or examples of existing reports may be referenced in this section, tabbed accordingly, and included in the Reply as attachments.

4.2.6.5 The Reply must include a detailed description of how the Vendor proposes to provide system modifications and enhancements, as detailed in **Section 3.2.4**.

4.2.6.6 Reply must include the process whereby the Vendor will verify data submitted as detailed in **Section 3.2.5**. At a minimum, the Reply should include the manner in which data outliers and anomalies will be identified and how such instances will be managed.

4.2.6.7 The Reply must include a detailed description of the Vendor's ability to provide technical support and assistance, as detailed in **Section 3.2.6.** At a minimum, details should include the

capability of the proposed system to manage tracking of technical support and assistance activities, the proposed process and manner in which technical assistance will be provided and by whom, and the ability of the Vendor to provide training associated written materials.

4.2.6.8 The Reply must include a description of the Vendor's ability to meet the performance measures detailed in **Section 3.5**. The Reply must include the proposal of two additional performance measures which demonstrate the quality of the services to be provided.

The Reply may include any value added innovations related to the Project approach and services beyond those services previously outlined that the Vendor may provide to offer additional benefits to the Department. Although the Department has provided a statement of need and Mandatory Requirements, these are not intended to limit the Vendor's innovations or creativity in preparing a Reply to accomplish these goals. Innovative ideas, alternative timelines, improved service offerings, new concepts and partnership arrangements other than those presented in this ITN will be considered. For example, these might include special services, offer costs or shared savings, discounts or terms and conditions specific to each Vendor. Additional costs or shared savings associated with value added services or innovative ideas may be referenced in the Reply, but details should be included in the Cost Proposal.

4.2.7 Cost Proposal

Details of the Cost Proposal must not be included in the Programmatic Reply. Inclusion of any costs or pricing information in the Programmatic Reply may result in the rejection of the Reply.

The detailed Cost Proposal must include only those costs identified as allowable costs in accordance with the appropriate Office of Management and Budget (OMB) Circular (A-87 for governmental agencies, A-122 for nonprofit organizations, or A-21 for educational institutions). Travel costs must be consistent with the Department's rates of reimbursement, and may be negotiated with the selected Vendor.

A complete Cost Proposal must include the following:

4.2.7.1 Budget Summary and Detail

The Budget Summary and Detail (**Appendix IV**) must include a summary of program costs and a description of each line item detailing how costs were derived. The Cost Proposal must display proposed total costs for each state fiscal year and any possible renewal.

4.2.7.2 Cost Allocation

A Proposed Cost Allocation Plan (Appendix V) must identify the distribution of costs between the proposed services and any other programs operated by the Vendor for each state fiscal year and any possible renewal. The Cost Allocation Plan must identify, by line item, any cost in the proposed budget which will be charged at less than 100 percent to the program. The Cost Allocation Plan must include any indirect costs included in the Cost Proposal, the indirect rate, and the allocation methodology used to determine the indirect rate.

4.2.7.3 Proposed Cost Efficiencies (optional)

Any proposed cost efficiencies must be outlined in an alternative line item budget, accompanied by a supplemental budget narrative for only those portions of the budget that are proposed to result in cost efficiencies. The supplemental narrative must describe the manner in which the Vendor will leverage their resources and services to maximize services and achieve the proposed cost efficiencies.

4.2.8 Financial Stability

To demonstrate financial stability, the Vendor must submit copies of their independent financial and compliance audit reports or certified financial statements for the three most recent fiscal years. The copies must include all applicable financial statements, auditor's reports, management letters, and any corresponding

re-issued audit components. If the Vendor does not have audit reports for the three most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's report shall be submitted. A newly created entity shall submit the requested financial reports from collaborative partners.

Where two or more agencies have come together to create a new entity, each agency's financial and compliance audits or financial statements will be scored. Once a score has been determined for each agency participating in the newly created entity, scores will be totaled and divide by the number of participating agencies to arrive at an average score.

4.3 Reply Format

4.3.1 Replies to be Thorough

Vendors must provide thorough and specific replies in the Programmatic Reply for how they propose to address each of the programmatic requirements all the documentation required in a separate Cost Proposal, as well as the separate Financial Stability Documentation. Vendors are advised to consider the evaluation criteria set forth in **Appendices VII-XI**. Vendor replies must follow the format described below.

4.3.2 Reply Clarity Essential

Vendors are advised that the Department's ability to conduct a thorough review of replies is dependent on the Vendor's ability and willingness to submit replies which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential, and is the responsibility of the Vendor.

4.3.3 Replies to be Concise

The Reply should be prepared concisely and economically, providing a straightforward description of services to be provided and clearly describing the Vendor's capability to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content. The terms "shall", "will" and "must" used within the ITN identify items that are required to be submitted as part of the Reply. A failure to comply with the submission of a required item may result in the Reply being rejected at the Department's discretion.

4.3.4 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 original and each copy of the Reply must be bound in a 3-ring binder and the front of each clearly labeled with the following:

- **4.3.4.1** Title of the Reply;
- **4.3.4.2** ITN number;
- 4.3.4.3 Vendor's name; and

4.3.4.4 Identification of the enclosed document (the original Reply must be clearly marked as such and copies identified and numbered as copy #1 of 3, copy #2 of 3, etc.).

The Programmatic Reply must contain the elements detailed in **Sections 4.2.1 through 4.2.6**, in the following order; Title Page (**Section 4.2.1**); Cross Reference Table (**Section 4.2.2**); Tabbed Sections in the order listed in **Sections 4.2.3 through 4.2.8**.

4.3.5 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. Replies must be able to be opened and viewed by the Department 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 solicitation. 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.

4.3.6 References to Separately Bound Material

References to any separately bound, supporting materials may be made. Any such references must be clear. Referenced documents must be numbered for ease of use and must be identified as such. References to supporting documents must include the document, page, and paragraph numbers. The Department's evaluators will not be responsible for searching for relevant reference material.

4.4 Public Records and Trade Secrets

4.4.1 Replies and Other Submissions Are Property of the State

These provisions apply in lieu of Section 18 of PUR 1001. All materials submitted in Reply to this ITN become the property of the State of Florida and will be a public record subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any Reply without cost or charge. Selection or rejection of a Reply will not affect this right.

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 s. 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 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.

4.4.5 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 attorneys' 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.

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SECTION 5. THE SELECTION METHODOLOGY

The Department intends to award the contract to the responsible and responsive Vendor or Vendors whose Reply is determined by the Secretary or his designee to be the most advantageous to the state. The Department will award the contract based on a final selection by the Secretary or his designee, who will consider the relative importance of price and other evaluation criteria set forth in this solicitation. The Secretary or designee may also make a determination as to whether to deem one or more Vendors ineligible for award. The Department will electronically post the Secretary's or designee's final decision and intent to award in accordance with ss. 120.57(3)(a), F.S. and Rule 60A-1.021, F.A.C. Nothing herein limits the ability of the Secretary or his designee to confer with any Department personnel in the course of the process.

5.1 Application of Mandatory Requirements

A Vendor must comply with all Mandatory Requirements in order to be considered for selection under this ITN. The Mandatory Requirements for this ITN are set forth in **Appendix VI**.

5.1.1 The Procurement Manager will examine each Reply to determine whether the Reply meets the Mandatory Requirements (Appendix VI). A Reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

5.1.2 Meeting the Mandatory Requirements is a minimum threshold and shall not impact any ranking in the shortlisting process.

5.1.3 An initial determination that a Reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

5.2 Evaluation Methodology for Ranking and Shortlisting

All replies that meet the Mandatory Requirements and are determined to be otherwise responsive will be evaluated using the following process.

5.2.1 Scoring by Evaluators

The Department's evaluators will evaluate each Reply in accordance with the criteria and methodology provided in the Rating Sheets (Appendices IX-XI). The persons selected by the Department to serve as the evaluators, along with their professional summaries will be set forth in an Appendix to be to be posted as an addendum to this ITN on the VBS website (as described in Section 2.2.1).

The Department reserves the right to change the evaluators in its sole discretion.

5.2.2 Ranking by Procurement Manager

The Procurement Manager will develop a ranking based on the methodology provided in **Appendix VIII**. This ranking will serve as the recommended ranking of the Department's evaluators.

5.2.3 Recommendation of the Procurement Manager

After developing the recommended ranking per **Section 5.1.2**, the Procurement Manager will provide to the Secretary or his designee a report on replies deemed nonresponsive and, as to those deemed responsive, the recommended ranking of the evaluators, along with a recommendation for selection of Vendors for negotiation (the Short List), which may include a recommendation that one or more otherwise responsive replies be deemed ineligible for award.

5.2.4 Determination of Ranking

The Secretary or his designee will approve a ranking of all responsive Vendors and the short list of Vendors selected for negotiation taking into consideration the recommended ranking by the Department's evaluators, the report and recommendation of the Procurement Manager, and the following criteria.

CRITERIA	RELATIVE VALUE
Understanding the Statement of Purpose	16
Vendor's Qualifications	48
Vendor's Approach To Accomplishing Tasks	140
Cost Proposal	20
Financial Stability	12
TOTAL	236

No scoring by the Secretary or his designee will be required in arriving at this selection. The ranking by the evaluators shall serve as a recommendation only.

The Secretary or his designee will also make a determination as to whether to deem one or more Vendors ineligible for award due to the qualifications of the Vendor or the quality of the Reply.

5.2.5 Selection and Posting of Qualified Vendors for Negotiations ("Short List")

Upon approval of a ranking and short list of Vendors selected for negotiations by the Secretary or his designee, the Department will post the short list on the VBS website as described in **Section 2.2.1**. Unless otherwise provided in the posting of the ranking and short list of Vendors selected for negotiation by the Secretary or his designee, 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.

5.3 Negotiation Process for Final Selection

The Department intends to initially negotiate concurrently with up to two of the highest-ranked Vendors on the short list approved by the Secretary or his designee. However, the Department reserves the right, after posting notice thereof, to expand the short 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. The persons selected by the Department to serve as the Department's Negotiation Team, along with their professional summaries will be set forth in an Appendix to be to be posted as an addendum to this ITN on the VBS website (http://vbs.dms.state.fl.us/vbs/main_menu).

The Department reserves the right to change the members of the negotiation team in its sole discretion.

5.3.1 Supplemental Replies

The Department reserves the right to require shortlisted Vendors to submit a supplemental Reply or other submission prior to conducting negotiations. Notice of such requirement will be posted on the VBS website as described in **Section 2.2.1**

5.3.2 Oral Presentations As Part of Negotiations

The Department reserves the right to schedule oral presentations by prospective Vendors submitting replies as part of the evaluation process. Notice of such presentations will be posted on the VBS website as described in **Section 2.2.1**. The Department will record all oral presentations.

Oral presentations by Vendors are not open to the public pursuant to the exemption provided by s. 286.0113(2)(b), F.S.

5.3.3 Goal of Negotiations

The negotiation process is intended to enable the Department to determine whether and with whom it will contract and to establish the principle 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.

5.3.4 Department Retains Discretion

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

5.3.5 Other Department Rights During Negotiations

The Department reserves the right at <u>any</u> time during the negotiation process to:

5.3.5.1 Schedule additional negotiating sessions with any or all responsive Vendors;

5.3.5.2 Require any or all responsive Vendors to provide additional or revised replies and detailed written proposals addressing specified topics;

5.3.5.3 Require any or all responsive Vendors to provide a written best and final offer;

5.3.5.4 Require any or all responsive Vendors to address services, prices, or conditions offered by any other Vendor;

5.3.5.5 Pursue a contract with one or more responsive 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;

5.3.5.6 Pursue the division of contracts between responsive Vendors by type of service or geographic area, or both;

5.3.5.7 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 Vendors;

5.3.5.8 Decline to conduct further negotiations with any Vendor;

5.3.5.9 Reopen negotiations with any Vendor;

5.3.5.10 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.

5.3.5.11 Review and rely on relevant information contained in the replies received pursuant to **Section 4.1.1**; and

5.3.5.12 Review and rely on relevant portions of the evaluations conducted pursuant to **Section 5.1**.

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. All Vendor submissions are subject to the requirements of **Section 4.4**.

5.3.6 Negotiation Meetings <u>Not</u> Open to Public

Negotiations between the Department and Vendors are exempted from being held as public meetings by s. 286.0113(2)(a), F.S.

The initial organizational meeting of the negotiation team and the final meeting of the negotiation team to develop a recommendation for award are open to the public. Negotiation strategy meetings of the Department's negotiation team are exempted by s. 286.0113(2)(a), F.S.

The Department will record all meetings of the Department's negotiation team.

5.4 Final Selection and Notice of Intent to Award Contract

5.4.1 Award Selection

The Department will select for award of the contract the responsive Vendor(s) as determined by the Secretary or his designee to provide the best value to the State based on the following selection criteria.

- **5.4.1.1** Understanding the Statement of Purpose;
- **5.4.1.2** Description of the Vendor's Qualifications;
- **5.4.1.3** Description of Vendor's Approach to Accomplishing Tasks;
- **5.4.1.4** Cost Proposal; and
- 5.4.1.5 Description of the Vendor's Financial Stability.

5.4.2 Department's Right to Rely on Replies and Evaluations

The Department reserves the right to review and rely on relevant information contained in the replies received pursuant to **Section 4** and relevant portions of the evaluations conducted pursuant to **Section 5.1**.

5.4.3 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 above selection criteria. In so doing, the Negotiation Team is not required to score the Vendors, but will base its recommendation on the criteria set forth above. The Procurement Manager will prepare a report to the Secretary or his designee regarding the recommendation of the Negotiation Team. The evaluation of the negotiation team shall serve as a recommendation only.

5.4.4 Secretary's Approval

The Secretary or his designee will approve an award that will provide the best value to the State, based on the selection criteria in **Section 5.3.1**, taking into consideration the recommended award by the Negotiating Team. In so doing, the Secretary or his designee is not required to score the Vendors, but will base his or his decision on the criteria set forth above. If the Secretary or his designee 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 Rule 60A-1.011, F.A.C. and s. 295.187, F.S.

5.4.5 Department's Reserved Rights

The Department reserves the right to:

5.4.5.1 Select one or more Vendor 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;

5.4.5.2 Divide the work among Vendors by type of service or geographic area, or both;

5.4.5.3 Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and

5.4.5.4 Post a notice of withdrawal of award in the event that the successful Vendor fails to execute a 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) F.A.C.

5.4.6 Posting Notice of Award

The Department will post a Notice of Intent to Award Contract, stating its intent to enter into one or more contracts with the Vendor(s) identified therein, on the VBS website as described in **Section 2.2.1**. 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.

[This space intentionally left blank]

______ (Vendor name) wishes to inform the Florida Department of Children and Families of its intent to respond to the solicitation entitled "Performance Based Prevention System", ITN # ______.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

Name of Authorized Official:

Title of Authorized Official:

Signature of Authorized Official:

Date: _____

Address:

Telephone No:

FAX No: _____

E-mail Address:

APPENDIX II – Certificate of Signature Authority

Check below and complete Section A or Section B		
Vendor is not a sole proprietorship (Complete Section A)		
Vendor is a sole proprietorship (Complete Section B)		
Section A		
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		
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.		
Dated:		
Signature:		
Printed Name:		
Title:		
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.		
Section B		
I,(name) am a sole proprietor, personally doing business in the name of(name) (name of Vendor), and will be personally bound by the Reply		
submitted in response to ITN #		
Dated:		
Signature:		
Printed Name:		

APPENDIX III – Vendor's Certifications MANDATORY CERTIFICATIONS - MASTER CERTIFICATION

	MANDATORY CERTIFICATIONS - MASTER CERTIFICATION
As the p	erson 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 an	d conditions of ITN #, the facts regarding the Reply submitted by the Vendor in response to the ITN and the
truth of e	ach statement contained in Certifications (a) through (k) and certify, by checking the applicable "true" or "false" box
below ar	d affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.
	e applicable box next to the title to each certification:
True F	alse
	a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document
	b. Certification of Representations Per Section 9 of PUR 1001
	c. Certification of Authority to Do Business in Florida
	d. Statement of No Involvement
	e. Conflict of Interest Statement (Non-Collusion)
	f. Certification Regarding Lobbying
	g. Certification Regarding Scrutinized Companies List
	h. Certification Regarding Posting of Images Per Section 215.985(14), F.S.
	i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for
	Contracts/subcontracts
	j. Certification Regarding Prior Contractual Obligations
	k. Certification of Representations Per Sections 287.133, and 287.134, F.S.
	I. Certification of a Drug Free Workplace
	ent of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited
	nd, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification.
I agree t	nat any certification not marked above will be deemed "false."
Signatur	e of Authorized Representative: Date:
-	
a Cartif	cation of Binding Reply and Acceptance of Terms of ITN and Contract Document
	ng the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor's Reply is submitted in good
	sponse to the Department of Children and Families Invitation to Negotiate (the ITN) and is binding on the Vendor in accordance
	erms of the ITN, that I have read, understood and agree with the terms and conditions of the ITN and, if awarded any contract as
	the ITN, the Vendor will comply with the requirements, terms, and conditions stated in the ITN and the contract document. The
	rther agrees that any intent by the Vendor to deviate from the terms and conditions set forth therein may result, at the
	nt's exclusive determination, in rejection of the Reply.
	cation of Representations Per Section 9 of PUR 1001
	ng the "True" box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in
	of PUR 1001.
	cation of Authority to Do Business in Florida
	ng the True" box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and
	Il licensing and registration requirements of state law authorizing it to do business within the State of Florida.
3003003 0	
d. State	nent of No Involvement
	ng the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person
	erest in this firm has: Been awarded a contract that was procured using procedures other than those described in s. 287.057 (1-
	perform a feasibility study of the potential implementation of a subsequent contract to support this project; Participated in
drafting o	a solicitation for this specific project; or Developed a program for future implementation of this project.
	ct of Interest Statement (Non-Collusion)
	ng the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties
	in the Invitation to Negotiate as principals are named therein, that the Vendor's Reply is made without collusion with any other ersons, 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
IUII AULIIO	ity to legally bind the Vendor to the provisions of this Reply.

f. 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, that:

- (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, U.S. 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.

g. Certification Regarding Scrutinized Companies List

By checking the "True" box in the Master Certification and signing the same, I hereby certify that, 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 that 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 that 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.

h. Certification Regarding Posting of Images Per Section 215.985(14), F.S.

By checking the "True" box in the Master Certification and signing the same, I hereby certify that:

(1) The Vendor understands that the Department is required by section 215.985(14), F.S., to post a copy of any contract awarded pursuant to this solicitation (the contract) on the public website maintained by the Department of Financial Services (DFS website) within 30 days of execution of the contract, but must redact information made confidential or exempt by law from the contract before posting.

(2) If awarded the contract, the Vendor will designate in writing to the Department prior to executing the same those portions of the contract that the Vendor contends contain confidential or exempt information.

(3) Upon request of the Department, the Vendor shall promptly provide to the Department a written statement of the basis for the exemption applicable to each contract provision identified by the Provider as "confidential or exempt," including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

(4) The Vendor understands that the Department is also required by section 215.985(14), F.S., to post on the DFS website a copy of all documents and materials submitted by the Vendor to the Department in response to this solicitation within 30 days of execution, but must redact information made confidential or exempt by law from the contract before posting.

The Vendor acknowledges and agrees to the terms of Section 4.4 of the solicitation.

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 that, in accordance with the debarment and suspension instructions listed below, the Vendor certifies that 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 Provider is unable to certify to any of the statements in this certification, such prospective Provider 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 Providers 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 Provider shall provide immediate written notice to the contract manager at any time the Provider 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 Provider 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 Provider 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 Provider 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 Provider'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 that 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, F.S.

By checking the "True" box in the Master Certification and signing the same, I hereby certify that 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.

I. Certification of a Drug Free Workplace

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor currently maintains a drug-free workplace environment in accordance with Chapter 287.087, F.S., 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 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 facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (m) 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 s. 287.0943, F.S.

n. Certification of a Service Disabled 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 s. 295.187, F.S.

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 s. 287.084, F.S.

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 s. 287.092, F.S.

APPENDIX IV – Budget Summary and Detail Instructions

The project budget summary should display all costs that will be paid by the Department for the delivery of services resulting from this ITN. Use the Project Budget Summary format and list the appropriate amounts for all line items that will be expended during the budget period. The format displays the suggested line items to be covered for this project. Other line items may be added, if necessary. "Miscellaneous" and "Other" are not acceptable line items.

In addition to and in support of the Project Budget Summary, a detailed description must be provided for each line item displaying the methodology used to calculate the total for the line item. Documentation must show the percentage of costs being charged to the Department, if the Vendor has another source of income providing funding to this project. Items requiring *estimated* costs must be accompanied by sufficient documentation or explanation to support the estimation. An estimated number of units must be provided for each line item calculated using a unit rate x unit cost calculation. In addition:

- Salaries provided must be comparable with similar positions in the surrounding labor market and a job description must be provided for each position listed. Include the number of FTEs that will be funded in whole or in part by this project.
- □ Fringe benefits must display the calculation of costs, specifically the percentages or rates for each benefit being charged to this project.
- Staff Travel is reimbursed as specified by Department travel policies and procedures in CFOP 40-1 and state statute (s. 112.061 F.S.).
- Office expenses should be based on prior history, a reasonable estimated monthly expense or written Vendor policy.
- **Rental or use of space** must show the address, the square footage and the rate per square footage.
- □ **Rental equipment** necessary to carry out the delivery of services must include the unit cost (per month) and the number of months the item(s) will be used.
- □ **Insurance** costs must provide sufficient documentation to explain the percentage of cost being charged to this project and/or the calculation of the cost and the insurance coverage being provided.
- Advertising/outreach costs must show the estimated number of units (publications or media events) and the estimated cost for each publication or event.
- □ **Membership fees and subscriptions** necessary for the delivery of services must show the estimated costs and number of units projected.
- Subcontracted services such as janitorial services or security services must show the monthly rate and the number of months for which service is required.
- Subcontracted client services providing direct services to clients must include the Vendor(s) to be subcontracted with, the services to be provided, the estimated number of clients to be served and the unit cost for service(s).
- □ Financial audits being covered in part or in whole with project funds must show the rate used to calculate this cost or the percentage of cost being allocated to this project.
- □ **Operating capital outlay (OCO)** to be purchased for use under this project must show the number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased.
- Office equipment (non-OCO) to be purchased under this contract (costing less than \$1,000 each) for use under this project must show the number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased. Items purchased must be estimated in accordance with the State's quidelines found at http://www.fldfs.com/aadir/reference%5Fguide/reference guide.htm#furniture
- □ Indirect costs being charged to the project must show the percentage of funding required by the Vendor to carry out the common or joint tasks covered by this line item. A summary of the expenditures covered by these funds is required.

Project Budget Summary

Provider Name

)		FFY (Insert Year) - (In	Sert Dules)		láona Toá-l-	O ₁ (1)	
	Budget Lir				Line	Item Totals	Catego	y lota
Personn A.	el Categor Person	-			¢			
A. B.		Benefits			\$ \$	-		
ь. С.	-	Personnel Services (OPS)			ծ Տ	-		
С. D.		ound Checks			ъ \$	-		
D.	Баску			Total Pors	onnel Categ	- norv:	\$	
Travel C	ategory			i otar r erse	Uniter Cale	jory.	Ψ	-
E.		avel & Training			\$	-		
F.		Fransportation			\$	-		
					Total T	ravel Category:	\$	
Expense	Category	· · · · ·	<u>.</u>		•		•	
G.		Expenses						
	1.	Utilities	\$	-				
	2.	Telephone	\$	-				
	3.	Postage/Shipping	\$	-				
	4.	Copies/Printing	\$	-				
	5.	Office Supplies	\$	-				
	6.	Janitorial Supplies	\$	-				
	7.	Building Maintenance/Repair	\$	-				
	8.	Equipment Repair	\$	-				
	9.	Security Services	\$	-				
	10.	Office Equipment/Furniture	\$	-				
			Total Of	fice Expenses:	: \$	-		
H.		or Use of Space			\$	-		
Ι.	Rental	Equipment			\$	-		
J.	Insurar				\$	-		
K.		sing/Outreach			\$	-		
L.		ership Fees & Subscriptions			\$	-		
М.		Price Services			\$	-		
N.		ntracted Services			\$	-		
0.		ntracted Client Services			\$	-		
Ρ.	Financi	ial Audit			\$	-		
					Total Exp	ense Category:	\$	•
	osts Categ		0)				¢	
Q.	-	ing Capital Outlay (OCO->\$1,000.00					\$	-
R.	Indirect	t Costs%	of Total Direct Costs		Subtet	al Direct Costor	\$ ¢	-
					SUDIOL	al Direct Costs:	\$	-

Sample Format; Columns and rows can be added as needed.

APPENDIX V – Proposed Cost Allocation Plan

for the

(Insert) CONTRACT YEAR

Line Item	This Application	Funding Source A	Funding Source B	Funding Source C	Total
Personnel Category					
<insert position="" title=""></insert>					
<insert position="" title=""></insert>					
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<insert position="" title=""></insert>					
<insert position="" title=""></insert>					
<insert position="" title=""></insert>					
Fringe Benefits					
Staff Travel					
Sub-Contracted Services					
Office Expenses					
Operating Capital Outlay					
Rental or Use of Space					
Rental of Equipment					
Maintenance Agreements					
Insurance					
Membership Fees and Subscriptions					
Advertising					
Indirect Costs					
Total					

	APPENDIX VI– Mandatory Requirements Checkl					
	Mandatory Criteria Checklist for: ITN# – PBPS					
Print Ve	ndor's Name (Agency):					
Duint No	me of Department Reviewer (Procurement Manager):					
Print Na	me of Department Reviewer (Procurement Manager):					
Signatu	re of Department Reviewer:		Date:			
Print Na	me of Department Witness:					
Signatu	re of Department Witness:		Date:			
1. Was	the response received by the date and time specified in the solicitation and at the specified address?					
	□ (YES) = Pass □ (NO) = Fail					
	Comments:					
2. Does	the Reply include the following?					
a.	Signed Proof of Signature Authority, naming the Vendor and its Authorized Representative (see note at bottom of Section A for acceptable alternatives)	🗌 (Y	ES) = Pass 🔲 (NO) = Fail			
b.	Master Certification, including the names of Vendor and its Authorized Representative and signature of the Authorized Representative.	🗌 (YE	S) = Pass 🔲 (NO) = Fail			
3. Is the	"Yes" 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	🗌 (YE	S) = Pass 🔲 (NO) = Fail			
b.	Certification of Representations Per Section 9 of PUR 1001	(YE	S) = Pass 🔲 (NO) = Fail			
C.	Certification of Authority to Do Business in Florida	(YE	S) = Pass 🔲 (NO) = Fail			
d.	Statement of No Involvement	(YE	S) = Pass 🔲 (NO) = Fail			
e.	Conflict of Interest Statement (Non-Collusion)	🗌 (YE	S) = Pass 🔲 (NO) = Fail			
f.	Certification Regarding Lobbying	🗌 (YE	S) = Pass 🔲 (NO) = Fail			
g.	Certification Regarding Scrutinized Companies List	🗌 (YE	S) = Pass 🔲 (NO) = Fail			
h.	Certification Regarding Posting of Images Per Section 215.985(14), F.S.	🗌 (YE	S) = Pass 🔲 (NO) = Fail			
i.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts	🗌 (YE	S) = Pass 🔲 (NO) = Fail			
j.	Certification Regarding Prior Contractual Obligations	🗌 (YE	S) = Pass 🔲 (NO) = Fail			
k.	Certification of Representations Per Sections 287.133 and 287.134, F.S.	🗌 (YE	S) = Pass 🔲 (NO) = Fail			
Ι.	Certification of a Drug Free Workplace	🗌 (YE	S) = Pass 🔲 (NO) = Fail			
	Comments:					
4. Has 1	the Department verified that the Vendor is not on the Convicted Vendor List or the Discriminator	y Vendo	r List?			
	□ (YES) = Pass □ (NO) = Fail					

Comments:

APPENDIX VII - Rating Summary Sheet

Vendor: _____

Evaluator Name: _____

Date:_____

	Point Values for Programmatic Reply						
	Criteria	Possible Score	Weighted Value	Maximum Points	Total Weighted Score		
Α	Understanding of the Statement of Purpose	8	2	16			
В	Vendor's Qualifications	12	4	48			
С	Vendor's Approach to Accomplishing Tasks	28	5	140			
			Total	204			

Point Values for Cost Proposal						
Total Possible Score	Weighted Value	Maximum Points	Total Weighted Score			
1	20	20				
		Total				

Point Values for Financial Stability						
Total Possible Score	Weighted Value	Maximum Points	Total Weighted Score			
4	3	12				
		Total				

APPENDIX VIII - Rating Sheet for the Programmatic Reply

Vendor:

Evaluator Name: _____

Date:_____

			CRITERIA DESCRIPTION			
Α	Understanding of the	Statement of Purpose				
	Criteria	Incomplete Reply	Acceptable Reply	Excellent Reply	Score	
	ontonia	0	1-3	4	Score	
1)	Understanding of Department's needs and objectives	A description of the statement of need is missing or incomplete. The application does not demonstrate an understanding of the need of services the project will provide and/or the effects of the outcomes.	 The description of the statement of need includes does <i>not</i> include or adequately address each of the following: an understanding of the need for the services the effects of the resulting outcomes the importance of the data being collected 	A description of the statement of need is included, is well- defined, and presents a clear understanding of the need for the services and the effects of the resulting outcomes is demonstrated and includes <i>all</i> of the following: • an understanding of the need for the services • the effects of the resulting outcomes • the importance of the data being collected		
2)	Understanding of overall goals, requirements and system functionality	An understanding of the project goals and requirements is missing or incomplete. The applicant does not demonstrate an understanding for the goals of the project.	 The description of the project's goals and requirements does <i>not</i> include or adequately address each of the following: an explanation of the goals of the project a description of how they will meet the minimum requirements of the ITN a description of the system's intended functionality 	 A description of the project's goals and requirements is included, and presents a clear understanding of the intent is laid out and fully explains the functionality of the system and how it will meet the Department's set goals and includes <i>all</i> of the following: an explanation of the goals of the project a description of how they will meet the minimum requirements of the ITN a description of the system's intended functionality 		
				Score (maximum 8)		
				Weighted Value	2	
				Total Weighted Score (maximum 16)		
Note	50.					

APPENDIX VIII - Rating Sheet for the Programmatic Reply

Vendor: _____

Evaluator Name: _____

Date: _____

			CRITERIA DESCRIPTION		
В	Vendor's Qualification	S			
	Criteria	Incomplete Reply 0	Acceptable Reply 1-3	Excellent Reply 4	Score
1)	Qualifications & Experience	The description of qualifications and experience is missing, incomplete, unclear, or the Vendor has no experience in providing the services identified.	 The description of qualifications and experience does <i>not</i> include or adequately address each of the following: background, experience, knowledge, skills and accomplishments of the Vendor and all individuals or subcontractors experience in implementing similar services, including status as the prime contractor or subcontractor detailed description of any work to be subcontracted and qualifications and relevant experience of any proposed subcontractors 	 The description of qualifications and experience includes and adequately addresses <i>all</i> of following: background, experience, knowledge, skills and accomplishments of the Vendor and all individuals or subcontractors experience in implementing similar services, including status as the prime contractor or subcontractor detailed description of any work to be subcontracted and qualifications and relevant experience of any proposed subcontractors 	
2)	Personnel	The personnel narrative is missing or incomplete, the proposed staffing pattern does not appear to be adequate for the services identified, and job descriptions are not provided for each proposed position of appear to be in conflict with job duties.	 The personnel narrative is provided and one or more of the following are <i>not</i> adequately addressed: justification and rationale for the number and type of proposed staff appears to be adequate for the services identified job descriptions for each proposed position, including job function, educational requirements, required experience, salary range, and identification of direct supervisor outlines the specific experience of the main person(s) performing daily activities for the project 	 The personnel narrative is provided and <i>all</i> of the following are adequately addressed: justification and rationale for the number and type of proposed staff appears to be adequate for the services identified job descriptions for each proposed position, including job function, educational requirements, required experience, salary range, and identification of direct supervisor outlines the specific experience of the main person(s) performing daily activities for the project 	

Score
Score
)
)
2) 16 8)

APPENDIX VIII - Rating Sheet for the Programmatic Reply

Vendor: _____

Evaluator Name: _____

Date: _____

			CRITERIA DESCRIPTION			
С	Vendor's Approach to Ac	complishing Tasks				
	Critorio	Incomplete Reply	Acceptable Reply	Excellent Reply		
	Criteria	0	1-3	4	Score	
1)	PBPS Workgroup	The Reply <i>does not</i> demonstrate an understanding of the goals and function of the PBPS workgroup or <i>does not</i> address participation with the PBPS workgroup.	 The description of the implementation of the PBPS does <i>not</i> include or adequately address the Vendor's understanding of the PBPS workgroup and participation in the PBPS workgroup related to each of the following: development, modification, and enhancement of the PBPS network service provider access and use of the PBPS feedback regarding the effectiveness of the PBPS 	 The description of the implementation of the PBPS includes and adequately addresses the Vendor's understanding of the PBPS workgroup and participation in the PBPS workgroup related to each of the following: development, modification, and enhancement of the PBPS network service provider access and use of the PBPS feedback regarding the effectiveness of the PBPS 		
2)	Proposed PBPS System Specifications	The proposed PBPS <i>does not</i> meet the majority of the specifications identified.	The proposed PBPS does <i>not</i> meet or exceed the following specifications identified in the ITN: • tracking user access • user profiles & unique identifiers • data security & backup • log for system utilization, uptime, maintenance and outage • archiving & access to historical data • data importing & extracting • ad-hoc & standardized reporting	The proposed PBPS meets or exceeds <i>all</i> of the following specifications: tracking user access user profiles & unique identifiers data security & backup log for system utilization, uptime, maintenance and outage archiving & access to historical data data importing & extracting ad-hoc & standardized reporting 		
3)	System Modifications & Enhancements	The proposed PBPS <i>does not</i> describe how system modifications and enhancements will be handled or when, and if, an additional cost may be incurred.	 The proposed PBPS does <i>not</i> meet or exceed the following: what constitutes a modification how modifications will be handled what constitutes an enhancement how enhancements will be handled when does a modification/enhancement will incur an additional cost outside of the contract amount 	 The proposed PBPS meets or exceeds <i>all</i> of the following specifications: what constitutes a modification how modifications will be handled what constitutes an enhancement how enhancements will be handled when does a modification/enhancement will incur an additional cost outside of the contract amount 		
4)	Data Reporting	The proposed PBPS <i>does not</i> meet the majority of the specifications identified for reporting.	 The proposed PBPS does <i>not</i> meet or exceed the following: a description of the required data reporting elements how data reports can be accessed by users at all levels a description of key data reporting features a description for how to obtain ad hoc data reports 	 The proposed PBPS meets or exceeds <i>all</i> of the following specifications: a description of the required data reporting elements how data reports can be accessed by users at all levels a description of key data reporting features a description for how to obtain ad hoc data reports 		

	Criteria	Incomplete Reply	Acceptable Reply	Excellent Reply	Score
		0	1-3	4	
5)	Technical Support and Assistance	The proposed PBPS does not meet the majority of the requirements for technical support and assistance.	 The proposed PBPS does <i>not</i> meet or exceed the following: a description of the training materials and sessions offered a description of how technical support will be provided a description of how technical support will be tracked a timeline for resolution of when technical issues arise 	 The proposed PBPS meets or exceeds <i>all</i> of the following specifications: a description of the training materials and sessions offered a description of how technical support will be provided a description of how technical support will be tracked a timeline for resolution of when technical issues arise 	
6)	Data Verification	The proposed PBPS does not address how data verification will be handled.	 The proposed PBPS does <i>not</i> meet or exceed the following: a description of how the provider will identify outliers in reports a process to address anomalies in the data reports a description of the process to address outliers or anomalies in the data 	 The proposed PBPS meets or exceeds <i>all</i> of the following specifications: a description of how the provider will identify outliers in reports a process to address anomalies in the data reports a description of the process to address outliers or anomalies in the data 	
7)	Performance Measures	The proposed PBPS does not address performance measures.	 The proposed PBPS does <i>not</i> meet or exceed the following: a description of how the provider will ensure system uptime will be maintained 80-% of the time a description of how they will measure end-user satisfaction a description of the process in place to address JIT support tickets 	 The proposed PBPS meets or exceeds <i>all</i> of the following specifications: a description of how the provider will ensure system uptime will be maintained 80-% of the time a description of how they will measure end-user satisfaction a description of the process in place to address JIT support tickets 	
				Total Score (maximum 28)	
				Weighted Value	5
				Total Weighted Score (maximum 140)	
lote	IS:				

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APPENDIX IX – Rating Sheet for the Cost Proposal

Vendor:					
Evaluator Name:			Date:		
t Proposals will be rated based on the o formula;	overall pro	oposed total cost as sub	mitted in tl	ne Cost Proposal, using the	
Lowest Proposed Cost					
Cost Proposal for Reply being scored	x	Weighted Value	=	Total Score	
timum score for the Cost Proposal is <u>25</u> n weighted point value. All other Cost I		-			
	- x	20 points	=		

In the event two (2) Cost Proposals should present the same overall cost, <u>both</u> proposals shall be receive the maximum weighted points value.

APPENDIX X – Rating Sheet for Financial Stability

Vendor: Date: _____ Evaluator Name: _____ **Financial Stability** FINANCIAL STABILITY Copies of Vendors' independent financial and compliance audit reports and/or certified financial statements for the three most recent fiscal years must be submitted. The copies should include all applicable financial statements, auditor's reports, management letters, and any corresponding re-issued audit components. If the Vendor does not have audit reports for the three most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's report should be submitted. A newly created entity should submit the requested financial reports from each of the founding collaborative partners. Considerations: Assign the point value achieved in each section below. The total score for sections a-c shall be used on the following section to assign the corresponding points. A Current Ratio (Total Current Assets divided by Total Current Liabilities for the most recent year) 1.75 or greater 4 points 1.25 or greater, but less than 1.75 2 points a) Greater than 1.00 but less than 1.25 1 point Less than or equal to 1.00 0 points Months of Working Capital (Total Current Assets Less Total Current Liabilities for the most recent year divided by one twelfth of the total expenses for the year as of the date of the financial statement.) 1.75 or greater 4 points b) 1.25 or greater, but less than 1.75 2 points Greater than 0.80 but less than 1.25 1 point Less than or equal to 0.80 0 noints

	Independent Auditor's Report, Financial Statement Opinion (for the most recent year)		
	Financial Statements "present fairly"	4 points	
2)	Financial Statements "present fairlyexcept (minor)	2 points	
C)	Financial Statements "present fairlyexcept (major)	1 point	
	Unaudited Financial Statements presented	1 point	
	Financial Statements "do not present fairly"	0 points	

Assign the scores below based on the total derived from the previous section.			
The Vendor obtained a score of 10-12 on factors listed on the previous section.	4 points		
The Vendor obtained a score of 7-9 on factors listed on the previous section.			
The Vendor obtained a score of 4-6 on factors listed on the previous section.	2 points		
The Vendor obtained a score of 2-3 on factors listed on the previous section.			
The Vendor obtained a score of 0-1 on factors listed on the previous section.			
Corresponding Score:			
Weighted Value:	3		
(Total Possible = 12) TOTAL WEIGHTED SCORE:			