

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



**INVITATION TO NEGOTIATE (ITN)
SUBSTANCE ABUSE TRAINING AND TECHNICAL ASSISTANCE**

**ITN# 02H17GN1
Release Date: MARCH 7, 2017**

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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, is issuing this solicitation for the purpose of

- 1.1.1 Increasing substance abuse prevention and treatment organizations and stakeholders' knowledge of evidence-based substance use treatment and prevention programs;
- 1.1.2 Identifying and implementing effective Evidence-Based Practices;
- 1.1.3 Analyzing and assisting the Department with epidemiological information; and
- 1.1.4 Collaborating with the Office of Substance Abuse and Mental Health on emerging trends and initiatives in the field of behavioral health.

Any person interested in submitting a reply must comply with any and all terms and conditions described in this Invitation to Negotiate (ITN).

1.2 Statement of Purpose

The Department is seeking a provider to deliver training and technical assistance to substance abuse prevention and treatment providers and stakeholders throughout the state of Florida. Services are intended to increase knowledge of evidence-based practices, increase communication among providers, stakeholders, and the Department, and increase collaboration with the Department on emerging trends and initiatives in the field of behavioral health.

1.3 Term of the Agreement

The anticipated start date of the resulting contract is July 1, 2017. The anticipated duration of the contract is five (5) years. The contract may be renewed for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

1.4 Contact Person and Procurement Manager

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

Florida Department of Children and Families
Michele Staffieri

Mailing Address:

Florida Department of Children and Families
1317 Winewood Boulevard, Building 6, Room 231
Tallahassee, FL 32399

Michele.staffieri@myflfamilies.com

All contact with the Procurement Manager shall be in writing via electronic mail, U.S. Mail, or other common courier.

1.5 Definitions

Specific terms related to this solicitation are defined as follows:

1.5.1 Appropriateness

As defined in defined in 45 C.F.R. s.96.136(b).

1.5.2 Behavioral Health Services

As defined by subsection 394.9082(2)(a), F.S.

1.5.3 Block Grant

The Substance Abuse Prevention and Treatment Block Grant (SAPTBG), pursuant to 42 U.S.C. s. 300x-21, et seq.

1.5.4 EBP Peer Mentor

Individuals with certification, experience or advanced training in Evidence-Based Practices for substance use treatment and prevention. Peer Mentors may not be providers or practitioners of the program under review, individuals with administrative oversight or authority to make funding decisions about the program under review, or individuals employed by the vendor where the vendor has an affiliation with the Provider under review.

1.5.5 Evidence-Based Practices (EBP)

As defined by Guidance 1 – Evidence-Based Guidelines, a document incorporated into the Department's contracts with each Managing Entity and may be located at:

<http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities/2016-contract-docs>

1.5.6 Independent Reviewers

Experts in the field of substance use treatment services who are knowledgeable about the modality being reviewed and its underlying theoretical approach to addictions treatment or prevention. These individuals must be sensitive to the cultural and environmental issues that may influence the quality of services being provided. Reviewers may not be providers or practitioners of the program under review, individuals with administrative oversight or authority to make funding decisions about the program under review, or individuals employed by the vendor where the vendor has an affiliation with the Provider under review.

1.5.7 Managing Entity

As defined by subsection 394.9082(2)(e), F.S.

1.5.8 Providers

A direct service agency providing Behavioral Health Services.

1.5.9 Quality

As defined in defined in 45 C.F.R. s.96.136(b).

1.5.10 Stakeholders

Individuals or groups with an interest in the provision of treatment or prevention services to individuals with substance use, mental health and co-occurring disorders.

1.6 Supporting Documentation

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

Subject	Description	Link
PUR 1000	PUR 1000	http://www.dms.myflorida.com/media/purchasing/pur_forms/1000_pdf
PUR 1001	PUR 1001	http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_pdf
Allowable Costs	DMS Reference Guide for State Expenditures	http://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf

1.7 Small, Minority, and Florida Certified Veterans Business Participation

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

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SECTION 2. ITN PROCESS

2.1 General Overview of the Process

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

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

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the ITN

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the Department of Management Services (DMS) Vendor Bid System (VBS) located at:

<http://vbs.dms.state.fl.us/>

To find postings at such location:

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

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

2.2.2 Public Records

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

2.3 Protests and Disputes

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

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SUBSECTION 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.

2.4 Limitations on Contacting Department Personnel and Others

2.4.1 General Limitations

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state approved holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. As part of a response to a Department request for additional or clarifying information, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager for such purposes.

2.4.2 Limitations During Negotiations

During the Negotiation Phase of this ITN:

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 negotiation team for the Department is permissible, but only "on the record" (as required by subsection 286.0113(2), F.S.) during the negotiations meetings;

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 Lead Negotiator for such purposes.

2.4.3 Violation of Contact Limitations

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

2.5 Schedule of Events and Deadlines

Activity	Date	Time Eastern	Address	Section Reference
ITN advertised and released on Florida VBS:	March 7, 2017	11:00 AM	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.2.1
*Solicitation Conference Call to be held:	March 21, 2017	10:00 AM	1-888-670-3525 PIN: 286-825-0655	2.6
Submission of written inquiries must be received by:	March 28, 2017	5:00 PM	Michele.staffieri@myflfamilies.com	2.7
Anticipated date for posting Department's Response to Inquiries:	April 4, 2017	5:00 PM	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.7
Notice of Intent to Submit a Reply	April 4, 2017	5:00 PM	Michele.staffieri@myflfamilies.com	2.8
Sealed Replies must be received by the Department:	April 13, 2017	10:00 AM	Attn: Michele Staffieri Procurement Manager Dept. of Children & Families 1317 Winewood Boulevard Building 6, Room 231 Tallahassee, FL 32399	2.9, 4.1
*Reply Opening and Review of Mandatory Requirements:	April 13, 2017	10:00 AM	Attn: Michele Staffieri Procurement Manager Dept. of Children & Families 1317 Winewood Boulevard Building 6, Conference Room A Tallahassee, FL 32399	4.2.2, 5.2

Activity	Date	Time Eastern	Address	Section Reference
*Debriefing Meeting of the Evaluators and ranking of the replies:	April 26, 2017	10:00 AM	Dept. of Children & Families 1317 Winewood Boulevard Building 6, Conference Room A Tallahassee, FL 32399 1-888-670-3525 PIN: 286-825-0655	5.3
Anticipated posting of qualified Vendors (shortlist) for Negotiation:	May 12, 2017	5:00 PM	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.3.5
Anticipated negotiation period:	May 23-24, 2017	9 AM – 4 PM	N/A	5.4
*Meeting of Negotiation Team to Develop Recommendation for Award:	May 25, 2017	10:00 AM	Dept. of Children & Families 1317 Winewood Boulevard Building 6, Conference Room A Tallahassee, FL 32399 1-888-670-3525 PIN: 286-825-0655	5.5
Anticipated posting of Intended Contract Award:	June 2, 2017	5:00 PM	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.5.4
Anticipated Effective Date of Contract:	July 1, 2017	N/A	N/A	1.3
All vendors are hereby notified that meetings noted with an asterisk above () are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public (except for the Solicitation Conference, during which comments and questions will be taken from vendors).				

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

2.6 Solicitation Conference Call

The purpose of the Solicitation Conference Call is to review the ITN with interested vendors. The Department encourages all prospective vendors to participate in the Solicitation Conference Call, during which prospective vendors may pose questions. The Solicitation Conference Call for this ITN will be held at the date and time specified in **Section 2.5**. Participation in the Solicitation Conference Call is not a pre-requisite for acceptance of replies from prospective vendors. The Department shall be only bound by written information that is contained within the solicitation documents or formally posted as an addendum or a response to questions.

2.7 Written Inquiries

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

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

2.8 Notice of Intent to Submit a Reply

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

2.9 Receipt of Replies

2.9.1 Reply Deadline

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

2.9.2 Binding Replies

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

2.9.3 Changes to Replies After Submission Prohibited

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

2.9.4 Right to Rely on Department Information

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

2.9.5 Receipt Statement

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

2.9.6 Request to Withdraw Reply

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

2.9.7 Cost of Preparation of Reply

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

2.10 Form PUR 1001

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

http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_pdf.

2.11 Department's Reserved Rights

2.11.1 Waiver of Minor Irregularities

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

2.11.2 Right to Inspect, Investigate, and Rely on Information

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

2.11.3 Rejection of All Replies

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

2.11.4 Withdrawal of ITN

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

2.11.5 Reserved Rights After Notice of Award

The Department reserves the right to:

2.11.5.1 Schedule additional negotiation sessions with vendors identified in the posting of a Notice of Award to establish final terms and conditions for contracts with those vendors.

2.11.5.2 After posting notice thereof, withdraw or amend its Notice of Award and reopen negotiations with any vendor at any time prior to execution of a contract.

2.11.6 Other Reserved Rights

The Department reserves all rights described elsewhere in this ITN.

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SECTION 3. SPECIFICATIONS

3.1 Mandatory Requirements

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

3.2 Minimum Programmatic Specifications

3.2.1 Epidemiological and Statistical Analysis

Pursuant to s. 397.321(3)(d), F.S., the successful vendor shall provide the Department with an analysis of basic epidemiological and statistical research. To accomplish this goal, the successful vendor shall:

3.2.1.1 Develop a substance abuse specific annual report:

3.2.1.1.1 Analyzing existing reports and data to identify statewide and Department regional trends in the state of Florida;

3.2.1.1.2 Extrapolating data from available reports, surveys, data banks and studies for the previous calendar year;

3.2.1.1.3 Providing information including best practices related to the trends identified in the annual report; and

3.2.1.1.4 Providing recommendations on ways to use data in the annual report to target community prevention efforts.

3.2.1.2 Develop one (1) follow up report six (6) month after the annual report:

3.2.1.2.1 Analyzing the status of trends identified in the annual report; and

3.2.1.2.2 Detailing contributing factors to any reported increase or decrease in trends identified in the annual report.

3.2.1.3 Provide a minimum of six (6) electronically distributed Florida-specific drug usage trend alerts. Alerts shall be designed to inform Providers and stakeholders of emerging issues to assist in the development of effective strategies for treatment and prevention initiatives.

3.2.2 Independent Reviews

3.2.2.1 Pursuant to 45 C.F.R. s.96.136, the successful vendor shall conduct on-site Independent Reviews of substance abuse treatment Providers according to the Department approved protocol to:

3.2.2.1.1 Assess the quality, appropriateness and efficacy of substance abuse treatment services being delivered by Providers;

3.2.2.1.2 Assess fidelity to Recovery-Oriented System of Care (ROSC) principles, which can be located at: https://www.samhsa.gov/sites/default/files/rosc_resource_guide_book.pdf; and

3.2.2.1.3 Provide technical assistance to Providers for continuous quality improvement.

3.2.2.2 The successful vendor shall annually select a minimum of 5% substance abuse treatment Providers for on-site Independent Reviews using the Department approved list and the approved methodology.

3.2.3 Evidence-Based Practice (EBP) Fidelity Reviews

3.2.3.1 The successful vendor shall conduct EBP Fidelity Reviews of substance abuse treatment and prevention Providers according to the Department approved protocol to include both an on-site review and a desk review of the processes and systems implemented to:

3.2.3.1.1 Assess the fidelity of implementation of best practices by Providers; and

3.2.3.1.2 Provide technical assistance for continuous quality improvement.

3.2.3.2 The successful vendor shall develop and maintain a list of Peer Mentors who will conduct the EBP Fidelity Reviews, to be approved by the Department.

3.2.3.3 The successful vendor shall annually select a minimum of 5% of substance abuse treatment and prevention Providers, one third of which must be prevention Providers, for EBP Fidelity Reviews using the Department approved list of Providers and the approved methodology.

3.2.4 Review Protocols and Tools

The successful vendor shall develop a protocol for Independent Reviews and EBP Fidelity Reviews which shall include, at a minimum:

3.2.4.1 A methodology for the random selection of Providers for each type of review from the Department approved list;

3.2.4.2 A process for the development of itineraries, coordination of logistics and dissemination of information and materials to Providers, Independent Reviewers and Peer Mentors;

3.2.4.3 An outline of reviewer and Provider roles and responsibilities for each type of review and communication of such information to Providers;

3.2.4.4 Development of standardized training for Independent Reviewers and Peer Mentors, to include:

3.2.4.4.1 Orientation to the role, specific tasks and responsibilities of the reviewers;

3.2.4.4.2 Orientation to the federal requirements for peer review including the six required areas for clinical review (Independent Reviews only);

3.2.4.4.3 Overview of all forms and tools to be utilized during the review process; and

3.2.4.4.4 Overview of any documentation that will be utilized by Providers to gather data.

3.2.4.5 A process for the development of written summaries of results for each review, to be shared with the Provider upon Department approval.

3.2.4.6 For Independent Reviews only:

Standardized assessment tools should address:

3.2.4.6.1 Admission criteria and intake processes;

3.2.4.6.2 Assessments;

3.2.4.6.3 Treatment planning;

3.2.4.6.4 Documentation of implementation of strategies;

3.2.4.6.5 Discharge and continuing care planning;

3.2.4.6.6 Indications of outcomes; and

3.2.4.6.7 Process improvement opportunities regarding access to care, retention, and clinical supervision.

3.2.4.7 For EBP Fidelity Reviews only:

3.2.4.7.1 Self-assessment tools specific to the Evidence-Based Practice being reviewed; and

3.2.4.7.2 A protocol for the coordination of desk reviews of Provider processes and systems, to be conducted no less than two (2) weeks prior to the on-site review.

3.2.5 Resource Center

The successful vendor shall develop and maintain a web-based Resource Center pursuant to subsection 397.321(3)(a), F.S., through which the successful vendor shall:

- 3.2.5.1 Disseminate information on treatment, community health and wellness, emerging trends, process improvement, evidence-based practices, healthcare reform, child welfare and other related behavioral health service topics;
- 3.2.5.2 Advertise the availability of print and electronic resources to Providers and stakeholders;
- 3.2.5.3 Identify electronic materials, articles and resources related to Behavioral Health Services;
- 3.2.5.4 Monitor research findings and emerging practices for the field of Behavioral Health Services;
- 3.2.5.5 Maintain resource materials for all workshops facilitated by the successful vendor, as described in **Section 3.2.6.3**;
- 3.2.5.6 Maintain active links to all webinars facilitated by the successful vendor, as described in **Section 3.2.6.1**;
- 3.2.5.7 Develop for Department approval a list of all materials to be exhibited during a minimum of four (4) statewide conferences or meetings; and
- 3.2.5.8 Develop and disseminate a quarterly publication to Providers and stakeholders summarizing updates to the Resource Center website.

3.2.6 Technical Assistance

The successful vendor shall provide technical assistance to Providers, Independent Reviewers and Peer Mentors to increase communication and improve service delivery.

3.2.6.1 Webinars

The successful vendor shall host webinars for Providers and stakeholders based upon the following guidelines:

- 3.2.6.1.1 A minimum of one (1) webinar annually addressing drug usage trends discussed in the annual report detailed in **Section 3.2.1.1**;
- 3.2.6.1.2 A minimum of one (1) webinar annually addressing updates identified and discussed in the follow up report detailed in **Section 3.2.1.2**;
- 3.2.6.1.3 A minimum of four (4) webinars annually addressing the recommendations of the Independent Reviews on topics to be determined by the Department;
- 3.2.6.1.4 A minimum of two (2) webinars annually addressing the recommendations of the EBP Reviews on topics to be determined by the Department; and
- 3.2.6.1.5 A minimum of sixteen (16) webinars annually addressing additional topics determined by the Department.

3.2.6.2 Teleconference Meetings

The successful vendor shall host teleconference meetings following EBP Fidelity Reviews based upon the following guidelines:

- 3.2.6.2.1 Teleconference meetings with Peer Mentors regarding implementation of the on-site review process, including orientation to federal requirements, overview of review forms, overview of documents to be utilized during the review process, and clarification of the roles and responsibilities of review participants;

3.2.6.2.2 Teleconference meetings with the Peer Mentors and Providers to facilitate the communication of findings and recommendations; and

3.2.6.2.3 Submit a written summary of each teleconference meeting, including a participant list, an outline of the meeting and summary of the results of the meeting.

3.2.6.3 Workshops

3.2.6.3.1 The successful vendor shall coordinate and host twelve (12) face-to-face workshops addressing topics to be determined by the Department.

3.2.6.3.2 The successful vendor shall maintain all materials related to workshops on the Resource Center website.

3.2.7 Program Analysis and Evaluation

The successful vendor shall have capacity to deliver additional ad hoc program analysis or evaluation tasks based on the needs of the Department. Upon identification of the need for program analysis or evaluation and subject to the availability of additional funding, the successful vendor shall:

3.2.7.1 Develop an outline of the ad hoc program analysis and evaluation to be provided and associated costs;

3.2.7.2 Obtain the services of a Department-approved subject matter expert to perform the program analysis and evaluation; and

3.2.7.3 Coordinate with the subject matter expert for submission of reports to the Department.

3.2.8 Reports

All tasks and activities shall be documented in the following reports. The successful vendor shall develop the template for all reports, to be submitted to the Department for approval.

3.2.8.1 Annual Report

An annual report detailing analysis of epidemiological data and emerging trends in the State of Florida.

3.2.8.2 Annual Update

An update detailing additional information, revisions, or otherwise pertinent information related to the topics reported in the previous year's annual report.

3.2.8.3 Trend Alerts

Written statements to inform Providers and stakeholders of topics identified by the successful vendor.

3.2.8.4 Quarterly Summary Report

A summary of all activities conducted during the previous quarter of service delivery, including information related to the following tasks:

3.2.8.4.1 Epidemiological and Statistical Analysis;

3.2.8.4.2 Independent Peer Reviews;

3.2.8.4.3 EBP Fidelity Reviews;

3.2.8.4.4 Review Protocols and Tool Development;

3.2.8.4.5 Resource Center Updates;

3.2.8.4.6 Technical Assistance;

3.2.8.4.7 Program Analysis and Evaluation; and

3.2.8.4.8 Performance Measures.

3.2.8.5 Annual Summary Report

An annual summary of the activities conducted during the previous year of service delivery.

3.2.8.6 Expenditure Report

A detailed report documenting the expenditure of funds provided by this Contract. The expenditure report may be used to negotiate payment in future fiscal years or to amend the current contract rates.

3.2.8.7 Additional Reporting Requirements

The successful vendor shall provide additional reporting pertaining to the services and activities rendered should the Department determine this to be necessary.

3.2.9 Performance Measures

Performance measures will be negotiated with the successful vendor, to ensure the successful delivery of services. The focus of the measures shall be:

- 3.2.9.1 Increased awareness of emerging trends;
- 3.2.9.2 Provision of the required number of reviews each state fiscal year;
- 3.2.9.3 Submission of all required reports; and
- 3.2.9.4 Availability of the Resource Center and associated materials.

3.3 Minimum Financial Specifications

3.3.1 Funding Source and Limits

Funding for the services outlined in this ITN is general revenue funding appropriated annually by the Florida Legislature and is subject to the availability of funds. Anticipated available funding is detailed in the following table:

State Fiscal Year	Funding
2017-2018	\$500,000.00
2018-2019	\$500,000.00
2019-2020	\$500,000.00
2020-2021	\$500,000.00
2021-2022	\$500,000.00
Total	\$2,500,000.00

3.3.2 Allowable Costs

All costs associated with the delivery of services outlined in this ITN must be in accordance with the Department of Financial Services' Reference Guide for State Expenditures, which can be located at:

http://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf

3.3.3 Funding for Services Only

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

3.4 Vendor Registration in MyFloridaMarketPlace

To be paid each vendor doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under Rule 60A-1030(3), F.A.C. Vendors not subject to registration requirements should

include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the reply; however, proof of registration or exemption must be provided prior to execution of the contract, if any.

3.5 Composition of the Contract

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

3.5.1 Department's Standard Integrated Contract

The Department's Standard Integrated Contract contains general contract terms and conditions required by the Department for all vendors, is posted on the VBS with this solicitation and is hereby incorporated by reference. In addition, the Department's Standard Integrated Contract contains additional contract terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation.

3.5.2 Form PUR 1000

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

http://www.dms.myflorida.com/media/purchasing/pur_forms/1000_pdf.

3.5.3 Other Attachments or Exhibits

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

3.6 Order of Precedence

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

3.6.1 Department's Standard Integrated Contract

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

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

4.1.2 Electronic Transmittal of Replies Not Accepted

Facsimile or electronic transmissions of replies will not be accepted.

4.1.3 Reply Amendments

Any amendments to the reply as originally submitted by the vendor, not required by the Department, must comply with the requirements of this section and must be received by the deadline specified in **Section 2.5**. Late amendments will not be accepted by the Department for evaluation and the Department reserves the right, at its sole discretion, to reject the entire reply.

4.1.4 Number of Copies Required and Format for Submittal

Vendors shall submit one (1) original and five (5) hard copies of the Programmatic Reply and one (1) original and two (2) copies of the Financial Reply. The original Programmatic Reply and the Financial Reply submitted to the Department must contain an original signature of an official authorized to bind the vendor to the reply. One (1) electronic copy (on CD-ROM) of the reply, containing both parts of the reply (Programmatic and Financial), identical to the hard copies, must also be submitted with the hard copies. If the appropriate number of copies are not provided, the Department reserves the right, at its sole discretion, to reject the entire reply.

4.1.5 Replies to be in Sealed Container

All original, hard copies and electronic copies of the replies must be submitted in a sealed container. The container must be clearly marked with the title of the reply, the ITN number, the vendor's name, and identification of enclosed documents (i.e., Programmatic Reply and Financial Reply for Substance Abuse Training and Technical Assistance). The original reply must be clearly marked as the original, and the copies identified and numbered (i.e., original, copy #1 of 7, etc). If the reply is not submitted to the Department in a sealed container, the Department reserves the right, at its sole discretion, to reject the entire reply.

4.1.6 Hard Copy Reply Format

The reply must be typed, single-spaced, on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The reply must be bound, labeled and submitted in tabbed sections as outlined in **Section 4.2** for the Programmatic Reply and **Section 4.3** for the Financial Reply. If the hard copies provided do not comply with the formatting requirements above, the Department reserves the right, at its sole discretion, to reject the entire reply.

4.1.7 Electronic Copy Format

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

4.2 Content of the Programmatic Reply

4.2.1 Programmatic Reply Title Page

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

- 4.2.1.1 Title of reply;
- 4.2.1.2 ITN number;
- 4.2.1.3 Prospective vendor's name and federal tax identification number;
- 4.2.1.4 Name, title, telephone number and address of person who can respond to inquiries regarding the reply; and
- 4.2.1.5 Name of program coordinator (if known).

4.2.2 TAB 1: Table of Contents

The reply shall include a table of contents outlining the content of each section of the reply and the associated page number(s). Supporting documentation must be indexed and labeled accordingly.

4.2.3 TAB 2: Mandatory Requirements

The following are the Mandatory Requirements for this ITN:

4.2.3.1 Certificate of Signature Authority (APPENDIX II)

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 the person signing the reply and its statements and certifications is authorized to make such representations and to bind the vendor.

4.2.3.2 Vendor's Certifications (APPENDIX III)

4.2.3.2.1 Mandatory Certifications

The reply must include the completed Mandatory Certifications 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 (l).

4.2.3.2.2 Tie Breaking Certifications

The reply may include the Tie Breaking Certifications. The vendor may check the "true" box for any or all Tie Breaking Certifications (m) through (p) for which a vendor qualifies. Completion of the Tie Breaking Certifications is mandatory for qualifying vendors if the vendor does not desire to waive all rights to consideration of a "tie breaker."

4.2.4 TAB 3: Executive Overview (Limited to 2 pages)

The reply shall include a brief executive overview demonstrating an understanding of the ITN purpose stated in **Section 1.2**, and the needs specified in this ITN. The Executive Overview should also include a brief description of the vendor's organization, leadership credentials, approach for Scope of Work services and management of performance specifications as defined in this ITN.

4.2.5 TAB 4: Services Approach and Solution (Limited to 50 pages)

The reply shall include a description of the manner in which the vendor proposes to provide the services outlined in **Section 3**. In order to facilitate the reply evaluation process, the reply must be formatted to clearly delineate a response to each of the following service areas:

4.2.5.1 Epidemiological and Statistical Analysis (Section 3.2.1)

The reply must include a description of the vendor's approach to analyzing epidemiological and statistical data, including:

4.2.5.1.1 Identifying Florida-specific trends and providing the Department with an annual report and recommendations based on the vendor's findings;

4.2.5.1.2 A description of the manner in which the vendor will follow trends identified in the annual report and provide updated information to the Department; and

4.2.5.1.3 The manner in which the vendor will identify and distribute alerts regarding emerging trends in Florida.

4.2.5.2 Independent Reviews, Protocols and Tools (Sections 3.2.2 and 3.2.4)

The reply must include a description of the vendor's approach to conducting Independent Reviews, including:

4.2.5.2.1 The vendor's approach to developing appropriate protocols and tools;

4.2.5.2.2 A description of the vendor's proposed process for identifying and engaging qualified individuals to conduct the reviews; and

4.2.5.2.3 A description of the vendor's proposed process for implementing the proposed protocols and tools for conducting Independent Reviews to assess the quality, appropriateness and efficacy of substance abuse treatment services and fidelity to Recovery-Oriented System of Care (ROSC) principles being delivered by Providers.

4.2.5.3 Evidence-Based Practice (EBP) Fidelity Reviews, Protocols and Tools (Sections 3.2.3 and 3.2.4)

The reply must include a description of the vendor's approach to conducting EBP Fidelity Reviews, including:

4.2.5.3.1 The vendor's approach to developing appropriate protocols and tools;

4.2.5.3.2 A description of the vendor's proposed process for identifying Peer Mentors to conduct the reviews; and

4.2.5.3.3 A description of the vendor's proposed process for implementing the proposed protocols and tools for conducting EBP Fidelity Reviews, including both on-site and desk reviews.

4.2.5.4 Resource Center (Section 3.2.5)

The reply must include a description of the vendor's approach and capacity to develop and maintain a web-based Resource Center and the manner in which the vendor will ensure the Resource Center information is updated and disseminated regularly.

4.2.5.5 Technical Assistance (Section 3.2.6)

The reply must include a description of the vendor's approach and capacity to provide the various aspects of technical assistance required, including:

4.2.5.5.1 A description of the manner in which the vendor will identify and develop webinar content, notify Providers and stakeholders of webinar availability and deliver webinars in a timely manner;

4.2.5.5.2 A description of the vendor's approach and capacity to coordinate and host teleconference meetings following EBP Fidelity Reviews, engaging Peer Mentors and Providers; and

4.2.5.5.3 A description of the vendor's approach and capacity to coordinate and host face-to-face workshops.

4.2.5.6 Program Analysis and Evaluation (Section 3.2.7)

The reply must include a description of the manner in which the vendor will deliver ad hoc program analysis and evaluation, including:

4.2.5.6.1 A description of the methodology for determining costs associated with ad hoc analysis and evaluation;

4.2.5.6.2 A description of the process for identifying and obtaining the services of subject matter experts; and

4.2.5.6.3 A description of the process for coordination of activities with the subject matter expert and the Department to ensure timely submission of reports.

4.2.5.7 Reports (section 3.2.8)

The reply must include a description of the vendor's capacity to provide timely, accurate and well written reports, including:

4.2.5.7.1 A description of the process for the development of reports; and

4.2.5.7.2 Identification of the individual(s) responsible for the quality of reports submitted to the Department, including their qualifications to identify content, edit, revise and submit reports in a timely manner.

4.2.5.8 Performance Measures (Section 3.2.9)

The reply must include a description of the vendor's approach to quality assurance, including:

4.2.5.8.1 The manner in which the vendor proposes to track information and data necessary to measure service delivery;

4.2.5.8.2 A minimum of three (3) proposed performance measures designed to measure the vendor's delivery of services; and

4.2.5.8.3 A proposed methodology and target for each measure.

4.2.6 TAB 5: Qualifications and Experience (Limited to 10 pages)

The reply must include a description of its organization's qualifications and experience in providing services similar to those outlined in this ITN, including:

4.2.6.1 A description of the vendor's approach and philosophy, including mission statement, core values, and vision;

4.2.6.2 A description of the organization and governance structure, depicting clear lines of authority including corporate affiliations and describe how the structure represents a lean, efficient and effective administrative model;

4.2.6.3 A description of the vendor's operational approach to the recruitment, training, supervision and retention of qualified personnel necessary to deliver the services described in this ITN;

4.2.6.4 A description of any experience in providing similar services as requested in this ITN, including work done by the individuals who will be assigned to the work described in this ITN, as well as the overall experience of the organization. State whether the vendor was the prime contractor or a subcontractor and

whether it worked in cooperation with a subcontractor. Where applicable, clearly note the vendor's related experience which included individuals who will be assigned and their role on the past project. Provide a detailed description of any work to be subcontracted, including information describing the qualifications and relevant experience of any proposed subcontractors;

4.2.6.5 An explanation of how the organization, subcontractors, and staffing levels will best meet the performance standards required to perform properly. It is also important to describe the credentials for human resources, quality assurance, financial, information technology, and other key professional level employees; and

4.2.6.6 The identification of any subcontracts, or the plan and approach to vet, identify and recruit and retain subcontractors, who will provide proposed services. Where subcontractors have been identified, provide the information required in the Subcontract List (**Appendix VI**).

4.2.7 TAB 6: Supporting Documentation

Attachments, exhibits or any other supporting documentation referenced in the programmatic reply must be labeled and tabbed accordingly. All supporting documentation must be formatted as specified in **Section 4.1.6**.

4.3 Content of the Financial Reply

4.3.1 Financial Reply Title Page

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

4.3.1.1 Title of reply;

4.3.1.2 ITN number;

4.3.1.3 Prospective vendor's name and federal tax identification number;

4.3.1.4 Name, title, telephone number and address of person who can respond to inquiries regarding the reply; and

4.3.1.5 Name of program coordinator (if known).

4.3.2 TAB 1: Table of Contents

The vendor shall provide a table of contents outlining the content of each section of the reply and the associated page number(s).

4.3.3 TAB 2: Budget Summary and Narrative

The reply must include a completed **Budget Summary and Narrative (Appendix VII)** demonstrating a summary of proposed program costs and a description of each line item detailing how costs were derived. The vendor shall include a budget for each proposed state fiscal year and any possible renewal.

4.3.4 TAB 3: Financial Stability

The reply must include copies of the vendor's 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.

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 partner 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.

4.3.5 TAB 6: Supporting Documentation

Attachments, exhibits or any other supporting documentation referenced in the financial reply must be labeled and tabbed accordingly. All supporting documentation must be formatted as specified in **Section 4.1.6**.

4.4 Public Records and Trade Secrets

4.4.1 Replies and Other Submissions Are Property of the State

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

4.4.2 Replies and Other Submissions are Subject to Public Inspection

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

4.4.3 How to Claim Trade Secret Protection

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

4.4.4 Vendor's Duty to Respond to Public Records Requests

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

4.5 Department Not Obligated to Defend Vendor Claims

The Department is not obligated to agree with the Vendor's claim of exemption, and by submitting a reply or other submission the Vendor agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the Vendor agrees that it shall protect, defend, and

indemnify, including attorney 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 responsive vendor(s) that the Secretary, or designee, determines to be the best value, based on the selection criteria set forth in **Section 5.1**.

5.1 Selection Criteria

The following selection criteria shall apply for this ITN:

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

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

5.2 Application of Mandatory Requirements

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

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

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

5.3 Evaluation Phase Methodology for Ranking and Shortlisting

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

5.3.1 Scoring by Evaluators

A team of Department Evaluators will independently evaluate each Programmatic Reply and a separate team of Evaluators will score the Financial Reply in accordance with the following criteria:

Criteria	Relative Value
Programmatic Reply <ul style="list-style-type: none"> Services Approach and Solution - The vendor’s articulation of the manner in which they propose delivering the services outlined in the ITN and their ability to do so. Organization Qualifications and Experience - The vendor’s organizational structure, proposed subcontractors and experience and capability to deliver the proposed services outlined in the ITN. 	90%

Criteria	Relative Value
<p>Financial Reply</p> <ul style="list-style-type: none"> This budget summary and narrative provided by the vendor will be evaluated to initially determine if costs are reasonable, allowable and within the funding limits outlined in this ITN. This criteria and the Financial Reply will be used in the Negotiation Phase to assist the Negotiation Team in their recommendation to the Secretary or designee in determining which vendor(s) present the best value. The financial stability documentation provided by the vendor will be evaluated to determine the financial stability of the vendor. 	10%

5.3.2 Total Score, Recommended Ranking and Competitive Range of Replies

The Procurement Manager will average the total point scores by each Evaluator for both the Programmatic and Financial Replies to calculate the points awarded for each section. The Procurement Manager will use total points to rank vendors from 1 to n.

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

5.3.3 Report of the Procurement Manager

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

5.3.4 Determination of Ranking

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

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

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

5.4 Negotiation Process for Final Selection

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

5.4.1 Supplemental Replies

The Department reserves the right to require vendors on the Shortlist to submit a supplemental reply or other submission prior to conducting negotiations. Notice of such requirement will be posted on the DMS VBS website: http://vbs.dms.state.fl.us/vbs/main_menu

5.4.2 Goal of Negotiations

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

5.4.3 Department Retains Discretion

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

5.4.4 Other Department Rights During Negotiations

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

- 5.4.4.1 Schedule additional negotiating sessions with any or all responsive vendors;
- 5.4.4.2 Require any or all responsive vendors to provide additional or revised replies and detailed written proposals addressing specified topics;
- 5.4.4.3 Require any or all responsive vendors to provide a written best and final offer;
- 5.4.4.4 Require any or all responsive vendors to address services, prices, or conditions offered by any other vendor;
- 5.4.4.5 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;
- 5.4.4.6 Pursue the division of contracts between responsive vendors by type of service or geographic area, or both;
- 5.4.4.7 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;
- 5.4.4.8 Decline to conduct further negotiations with any vendor;
- 5.4.4.9 Reopen negotiations with any vendor;
- 5.4.4.10 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 ITN;
- 5.4.4.11 Review and rely on relevant information contained in the replies received pursuant to **Section 4**; and
- 5.4.4.12 Review and rely on relevant portions of the evaluations conducted pursuant to **Section 5.3**.

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

5.4.5 Negotiation Meetings Not Open to Public

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

5.5 Final Selection and Notice of Intent to Award Contract

5.5.1 Department's Negotiation Team Recommendation

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

5.5.2 Selection of Vendor(s)

The Secretary, or designee, will then decide which solutions and vendor(s) represent the best value, based on the selection criteria in **Section 5.1**, and to whom the contract should be awarded under this ITN. In so doing, the Secretary, or designee, is not required to score the vendors, and will base his or her decision on a determination of best value. If the Secretary determines that two (2) or more replies most advantageous to the state are equal with respect to all relevant considerations, including price, quality, and service, the award will be made in accordance with section 295.187, F.S., and Rule 60A-1.011, F.A.C.

5.5.3 Reserved Rights

The Department reserves the right to:

- 5.5.3.1 Select one (1) 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;
- 5.5.3.2 Divide the work among vendors by type of service or geographic area, or both;
- 5.5.3.3 Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and
- 5.5.3.4 Award a contract which includes one or more subcontractors proposed by any other vendor(s).

5.5.4 Posting Notice of Award

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

5.5.5 Reserved Rights After Notice of Intent to Award

The Department reserves the right to:

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

APPENDIX I: NOTICE OF INTENT TO SUBMIT A REPLY

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

PLEASE PRINT OR TYPE REQUESTED INFORMATION

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

APPENDIX II: CERTIFICATE OF SIGNATURE AUTHORITY

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

APPENDIX III: VENDOR'S CERTIFICATIONS

MANDATORY CERTIFICATIONS		
MASTER CERTIFICATION		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # _____ (the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (a) through (m) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.</p>		
<p>Check the applicable box next to the title to each certification:</p>		
True	False	
		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 Subcontractors and Other Providers
		g. Certification Regarding Lobbying
		h. Certification Regarding Scrutinized Companies List
		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.
		l. Certification of a Drug Free Workplace
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p>		
<p>Signature of Authorized Representative:</p>		<p>Date:</p>
<p>a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor's Reply is submitted in good faith in response to the Department of Children and Families Invitation to Negotiate (the ITN) and is binding on the Vendor in accordance with the terms of the ITN, that I have read, understood and agree with the terms and conditions of the ITN and, if awarded any contract as a result of the ITN, the Vendor will comply with the requirements, terms, and conditions stated in the ITN and the contract document. The Vendor further agrees that any intent by the Vendor to deviate from the terms and conditions set forth therein may result, at the Department's exclusive determination, in rejection of the reply.</p>		
<p>b. Certification of Representations Per Section 9 of Form PUR 1001</p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in Section 9 of PUR 1001.</p>		
<p>c. Certification of Authority to Do Business in Florida</p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.</p>		
<p>d. Statement of No Involvement</p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has: Been awarded a contract that was procured using procedures other than those described in subsections 287.057 (1-3), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent contract to support this project; Participated in drafting of a solicitation for this specific project; or Developed a program for future implementation of this project.</p>		

e. Conflict of Interest Statement (Non-Collusion)

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

f. Certification Regarding Subcontractors and Other Providers

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

g. Certification Regarding Lobbying

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

h. Certification Regarding Scrutinized Companies List

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

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

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

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

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

(1) Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of vendors if they are debarred or suspended by the federal government.

(2) This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

(3) The vendor shall provide immediate written notice to the contract manager at any time the vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "debarred," "suspended," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.

(5) The vendor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.

(6) The vendor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.

(7) The Department of Children and Families may rely upon a certification of a vendor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

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

j. Certification Regarding Prior Contractual Obligations

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

(1) Failed to correct to the satisfaction of the Department any unsatisfactory performance in a previous contract after Department notice of unsatisfactory performance;

(2) Had a contract terminated by the Department for cause; and

(3) Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (**APPENDIX III**) prior to contract execution.

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

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

l. Certification of a Drug Free Workplace

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

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

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

MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS

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

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

- | | |
|--------------------------|---|
| <input type="checkbox"/> | m. Certification of a Certified Minority Business Enterprise |
| <input type="checkbox"/> | n. Certification of a Service Disabled Veteran's Business Enterprise |
| <input type="checkbox"/> | o. Certification of a Florida Business |
| <input type="checkbox"/> | p. Certification of a Foreign Manufacturer with a Factory in Florida |

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

Signature of Authorized Representative:

Date:

m. Certification of a Certified Minority Business Enterprise

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

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

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

o. Certification of a Florida Business

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

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

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

APPENDIX IV: QUESTION SUBMITTAL FORM

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

Vendor Name: [Enter Legal Name of Vendor]

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

[Add rows as necessary.]

*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

*Name and Title of Authorized Representative

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

APPENDIX V: MANDATORY REQUIREMENTS CHECKLIST

MANDATORY CRITERIA CHECKLIST		
for: (enter name & reference # of solicitation)		
Print Vendor's Name (Agency):		
Print Name of Department Reviewer (Procurement Manager):		
Signature of Department Reviewer:		Date:
Print Name of Department Witness:		
Signature of Department Witness:		Date:
1. Was the reply received by the date and time specified in the ITN and at the specified address? <input type="checkbox"/> (YES) = Pass (NO) = Fail		
Comments:		
2. Does the reply include the following?		
a.	Signed Certificate of Signature Authority, naming the vendor and its Authorized Representative (see note at bottom of Section A of Appendix II for acceptable alternatives)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
b.	Master Certification, including the names of vendor and its Authorized Representative and signature of the Authorized Representative.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
3. Is the "True" box in the Master Certification checked for each of the following?		
a.	Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
b.	Certification of Representations Per Section 9 of PUR 1001	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
c.	Certification of Authority to Do Business in Florida	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
d.	Statement of No Involvement	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
e.	Conflict of Interest Statement (Non-Collusion)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
f.	Certification Regarding Subcontractors and Other Providers	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
g.	Certification Regarding Lobbying	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
h.	Certification Regarding Scrutinized Companies List	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
i.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
j.	Certification Regarding Prior Contractual Obligations	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
k.	Certification of Representations Per Sections 287.133 and 287.134, F.S.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
l.	Certification of a Drug Free Workplace	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
The reply includes the following "tie breaker" certification documents:		
Appendix III m. - Certification of a Drug Free Workplace		<input type="checkbox"/> Yes <input type="checkbox"/> No
Appendix III n. - Certification of a Certified Minority Business Enterprise		<input type="checkbox"/> Yes <input type="checkbox"/> No
Appendix III o. - Certification of a Service Disabled Veteran's Business Enterprise		<input type="checkbox"/> Yes <input type="checkbox"/> No
Appendix III p - Certification of a Florida Business		<input type="checkbox"/> Yes <input type="checkbox"/> No
Appendix III q - Certification of a Foreign Manufacturer with a Factory in Florida		<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments:		
4. Has the Department verified that the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List?		
<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail		
Comments:		

APPENDIX VI: SUBCONTRACTOR LIST

Identify all subcontractors who will perform work under any contract resulting from this solicitation. The vendor shall have determined to its own complete satisfaction that an identified subcontractor has been successfully engaged in the related subcontracted service(s) and is qualified to provide such service(s).

For each proposed subcontractor, provide the following information:

- A. Subcontractor full legal name
- B. Business type
- C. Address
- D. City, State Zip
- E. Phone #
- F. FEIN #
- G. Country and state of incorporation
- H. Principal place of business
- I. Proof of legal entity and authorization to do business with the State of Florida
- J. Service(s) to be subcontracted
- K. Estimated cost of subcontracted service(s)
- L. Description of the vendor's organization, including number of years in business, subsidiaries, parent corporations, officers; include organization charts and details concerning the number of facilities by geographic location.
- M. Description of the vendor's principal type of business and history and what uniquely qualifies the vendor to provide the proposed subcontracted service(s).
- N. Statement of whether or not the vendor has filed for bankruptcy protection in the past five years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide court and case number.
- O. Identification of any potential or actual conflicts of interest that might arise for the vendor as a result of contract award to the vendor, and describe in detail the plan to eliminate or mitigate them. Such conflicts include, but are not limited to, those covered by Section 6 of the PUR 1001. Address both personal and organizational conflicts.
- P. Reservations the vendor must make if unable to certify completely all of the items in Section 9 of the PUR 1001 entitled "Representation and Authorization." If no reservations are made in this section of the reply, the vendor shall be deemed to attest to the truth of all of listed items and the Department may rely upon them.

CHECK HERE IF NO SUBCONTRACTORS WILL BE USED:

*Signature of Authorized Representative

*Name of Authorized Representative

*Title of Authorized Representative

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

APPENDIX VII: BUDGET SUMMARY AND NARRATIVE

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 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 guidelines 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) - (Insert Dates)	
Budget Line Item		Line Item Totals	Category Total
<i>Personnel Category</i>			
A.	Personnel	\$ -	
B.	Fringe Benefits	\$ -	
C.	Other Personnel Services (OPS)	\$ -	
D.	Background Checks	\$ -	
<i>Total Personnel Category:</i>			\$ -
<i>Travel Category</i>			
E.	Staff Travel & Training	\$ -	
F.	Client Transportation	\$ -	
<i>Total Travel Category:</i>			\$ -
<i>Expense Category</i>			
G.	Office 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	\$ -	
<i>Total Office Expenses:</i>		\$ -	
H.	Rental or Use of Space	\$ -	
I.	Rental Equipment	\$ -	
J.	Insurance	\$ -	
K.	Advertising/Outreach	\$ -	
L.	Membership Fees & Subscriptions	\$ -	
M.	Fixed Price Services	\$ -	
N.	Subcontracted Services	\$ -	
O.	Subcontracted Client Services	\$ -	
P.	Financial Audit	\$ -	
<i>Total Expense Category:</i>			\$ -
<i>Direct Costs Category</i>			
Q.	Operating Capital Outlay (OCO->\$1,000.00)		\$ -
R.	Indirect Costs _____% of Total Direct Costs		\$ -
<i>Subtotal Direct Costs:</i>			\$ -
<i>Total Project Budget</i>			\$ -

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

Proposed Cost Allocation Plan

Line Item	This Application	Funding Source A	Funding Source B	Funding Source C	Total
Personnel Category					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
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					