

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
Northeast Region Family Safety Program Office



INVITATION TO NEGOTIATE (ITN)

Child Protective Investigation (CPI) Training Program

ITN#: 20181801CPINER
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SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement

The Department of Children and Families (Department), Northeast Region Family Safety Program Office is issuing this solicitation for the purpose of obtaining a comprehensive and enhanced Child Protective Investigation (CPI) training program which will prepare, educate and support child welfare professional certification candidates and current CPIs who are charged with the responsibility to investigate alleged child abuse, neglect and abandonment cases. This solicitation is issued in accordance with the provisions of Section 287.057, Florida Statutes, Chapter 60A-1 of the Florida Administrative Code, and applicable Department policies and procedures. 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 qualified vendor who shall successfully develop and deliver a comprehensive and enhanced professional Child Protective Investigation (CPI) training program to meet the specific needs of the Northeast Region. The CPI training program shall successfully prepare, educate and support child welfare professional certification candidates and current CPIs who are charged with the responsibility to investigate alleged child abuse, neglect and abandonment cases.

The selected vendor shall deliver under a contract comprehensive Child Protective Investigation (CPI) training services for each circuit in the Northeast Region, which includes the following:

Circuit 3 & Circuit 8: Columbia, Dixie, Hamilton, Lafayette, Madison, Suwannee, Taylor, Alachua, Baker, Bradford, Gilchrist, Levy, Union

Circuit 4: Clay, Duval, Nassau

Circuit 7: Flagler, Putnam, St. Johns, Volusia

This comprehensive CPI training program shall be focused on the Florida Child Welfare Core Competencies, Chapter 39, Part III, F.S., and other pertinent departmental requirements from appropriate child welfare laws, regulations and approved standard operating procedures as well as guidance from each circuit's management team. The successful vendor shall be expected to develop and deliver a CPI training program that consists of, but not be limited to:

1.2.1 A Pre-Service training program for newly employed Department Child Protective Investigator (CPI) trainees.

1.2.1.1 Pre-Service training shall be focused on CPI core competencies and consist of Phase I (classroom) and Phase II (field based training).

1.2.1.2 Pre-Service training shall occur in locations within the NER where needed, and based on the location where the majority of the trainees/participants are.

1.2.2 Training and Mentoring that further develops a CPI's knowledge and abilities. This should occur from the time a trainee passes Pre-Service to certification.

1.2.3 Title IV-E eligible in-service training course(s) for current CPIs and their supervisors based on eligible Title IV-E topics (see Section 3.10.2.9 for Title IV-E Eligibility).

1.2.4 A recertification program in coordination with the Department approved Child Welfare credentialing entity (i.e. Florida Certification Board) requirements

1.2.5 Other specified Child Welfare CPI training courses as identified by NER Operations Managers which are directed to enhance the professional expertise of their Child Welfare Professionals.

1.2.6 On-line and Distance Learning Module(s).

Current allocated staff positions listed per circuit, at the time of ITN publication (January 2018):

Circuit	Investigators	Supervisors	Field Support Consultants	Family Services Specialists
3/8 (Gainesville)	70	12	2	2
4 Jacksonville)	135	22	2	3
7 (Daytona)	95	17	2	3
NER TOTAL	300	51	6	8

These numbers do not include overlapped positions or OPS (temporary employees), and may fluctuate over the course of the resulting contract. A small number of Departmental Foster Care Licensing staff may also need to be trained and certified in the core curriculum.

1.3 Term of the Agreement

The anticipated start date of the resulting contract is July 1, 2018. The anticipated duration of the contract is three years and shall end on June 30, 2021. 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
Lori McCray, Procurement Manager

Mailing Address:
Florida Department of Children and Families
210 N. Palmetto Ave. Suite 447-D
Daytona Beach, FL 32114

lori.mccray@myflfamilies.com

All contact with the Procurement Manager shall be in writing via electronic mail (e-mail), U.S. Mail, or other common courier. **No facsimiles (fax) or telephone calls will be accepted for any reason.**

1.5 Definitions

1.5.1 Contract Terms

Contract terms used in this document can be found in the Department’s Glossary of Contract Terms, which is hereby incorporated by reference and maintained at the following website: <http://ewas.dcf.state.fl.us/asc/glossary/glossary.asp>

1.5.2 Program or Specific Terms

Term	Definition
Agency	The Department, or specific county Sheriff’s Offices, or CBC providers who are providing child welfare services to their local community.
Certification	Certification is the formal recognition process whereby an individual has demonstrated the knowledge, skills, abilities, values and attitudes necessary to competently discharge the duties of a Florida Child Protection Professional, as evidenced by the successful completion of all applicable classroom instruction, field training, testing, and job-performance requirements of his/her position classification. Certification must meet the requirements of the FCB.
Certification Program	For the purposes of this contract, the certification program refers to the Florida’s Child Welfare Professional Certification. This program’s curriculum is designed to train individuals charged with the responsibility to investigate child abuse and neglect, supervise abused and neglected children, and must meet the requirements of the FCB.
Child Protective Investigator (CPI)	An authorized agent in a professional position within the Department or designated sheriff’s office with the authority and responsibility of investigating reports of child abuse, neglect or abandonment received by the Florida Abuse Hotline as defined in Section 39.01(61).F.S.
Child Welfare Services	As defined in 402.40(2) (a), F.S. is any intake, protective investigation, pre-protective services, protective services, foster care, shelter and group care, adoption and related services, support services, supervision, and legal services provided to children who are alleged to have been abused, abandoned, or neglected, or who are at risk of becoming, are alleged to be, or have been found dependent pursuant to Chapter 39, Florida Statutes.
Circuit 3	The specific geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 3 includes Columbia, Dixie, Hamilton, Lafayette, Madison, Suwannee, and Taylor counties.
Circuit 8	The specific geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 8 includes Alachua, Baker, Bradford, Gilchrist, Levy, and Union counties.
Circuit 4	The specific geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 4 includes Clay, Duval, and Nassau counties.
Circuit 7	The specific geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 7 includes Flagler, Putnam, St. Johns, and Volusia counties.
Core Competencies	As described in Section 402.40(5)(a), F.S., and according to FCB requirements, core competencies refer to the range of fundamental and essential knowledge, skills, abilities, values and attitudes as determined by the Department of Children and Families, that every Child Protection Professional must achieve, demonstrate and maintain in order to competently perform his or her work responsibilities.

Term	Definition
Corrective Action Plan	An individualized, time-limited written contract between the individual, his or her supervisor, that supervisor's supervisor, and a Certified Child Welfare Instructor (as well as any other appropriate individuals), which, at the discretion of the department, may be developed when the individual has failed to successfully carry out his or her job responsibilities or has otherwise failed to meet the Department's job performance expectations, absent special or other circumstances accommodated by the department.
Department	The Department of Children and Families (DCF)
Family Centered Practice (FCP)	Working with families in a manner to enhance capacity to care for and protect their children. Focused on needs and welfare of children within the context of their families and communities. Family centered practice recognizes the strengths of family relationships and builds on these strengths to achieve optimal results for children and families.
FCB	Florida Certification Board (FCB) is the final authority in the certification process and is responsible for the total operation of the certification system for substance abuse counselors, prevention specialists, criminal justice professionals, mental health professionals, child protection professionals, and behavioral health technicians in Florida. The FCB's certification process is to assure consumers, the public, and employers that individuals certified are capable and competent, have been through a certain organized set of experiences, and have been judged to be qualified.
Field Experience Evaluation	A formal, on-the-job, competency-based evaluation tool to determine if a trainee can perform essential job responsibilities to the minimum acceptable standards.
Field Training	A portion of the pre-service training curriculum whereby the trainee is under the direct and constant supervision of a Certified Child Protection Professional supervisor and he/she is placed in the field to conduct —hands-on training and familiarization (i.e. accompanying certified staff on home visits, court appearances or reviewing case record documentation).
FSFN	Florida Safe Families Network (FSFN) is the Department's statewide automated system containing all reports, investigations, special conditions referrals, child-on-child sexual abuse reports and related child safety assessments and safety actions or plans and cases regarding child abuse, neglect or abandonment and pertinent information regarding all activities involved in investigative and some case management functions, including the Child's Resource Record. FSFN is the state's primary record for each investigation and case and all documentation requirements of the system shall be met.
In-Service Training	A training designed to provide child welfare staff with additional knowledge and skills to perform their job responsibilities. In-Service Trainings may be delivered to new and/or existing staff. In-Service Training topics should correspond with topics which are IV-E Eligible listed in Section 3.10.2.9 Title IV-E Eligibility Table.
NER or Northeast Region	The twenty (20) counties that comprise the geographical area of the Department of Children and Families - the Northeast Region or NER. These counties are: Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, Union, and Volusia. The NER is further subdivided into multiple circuits aligned to coincide with the local judicial circuit court system.

Term	Definition
On Line Training	Or distance learning is the process by which technology is used for education in ways where the trainee does not have to physically be in the classroom. Access to the instructor is gained through technology such as the internet, interactive videoconferencing, or teleconferencing methods. On-line training may be self-paced or a timed learning experience.
Phase One Training	The initial or Phase One of the pre-service training, consists of classroom training with intermittent days of field work.
Phase Two Training	This section of the training is primarily field based. During this time the employee begins their job with close supervision by the team supervisor, and with consultation by a trainer.
Post-Test	The administration of a competency-based criterion-referenced, proctored, written test which is administered at the conclusion of the formal pre-service training program. The purpose of this test is to measure the level of each trainee's basic knowledge of the Florida child protection laws, principles and policies and to gauge each individual's ability to apply these rules in the appropriate conditions. Successful passing of this test will allow the trainee to proceed with Phase II.
Pre-Service Training	Basic classroom and field training provided to new hired child welfare staff to ensure that they have the job knowledge and skills necessary to perform their responsibilities in a satisfactory manner.
Pre-Test	A Child Welfare Written Test which is administered at the beginning of the pre-service training curriculum. The pre-test is designed to record baseline data on each trainee's basic understanding of child protection issues prior to formal training and to provide the trainee with an opportunity to gain familiarly with the testing instrument as well as some of the curriculum course content.
Re-Certification	The Process whereby the certification of a currently Certified Child Protective Investigations Professional must be renewed based upon the individual's continuing ability to satisfy on-going training requirements as specified by the FCB, and meet both the demands of the job and the expectations of the department.
Re-Test	The subsequent administration of the Child Protection Written Test for those trainees who do not receive a passing score on their first attempt taking the post-test.
Trainee/ Participant	A participant in the State of Florida Child Welfare Training Program. A trainee remains in this status during the entire period of time he or she is in pre-service training. During this time, the trainee may only assist Child Protection staff in the performance of their job duties, if he or she is accompanied by and under the direct and constant supervision of a Certified Child Protection Professional. Upon successful completion of the Phase I post-test, the trainee is eligible to progress to Phase II, and may assume the role and responsibilities of a Child Protection Professional.
Training Delivery	Any method of transferring course offerings to learners. Variants are instructor-led training, web-based distance learning, self-paced learning, and structured on-the-job training.
Training Delivery Networks	The aggregate of training space throughout the provider's service area in which Child Welfare Pre-Service and Certification Training Services are provided.

Term	Definition
Waiver Test	The competency-based, criterion-referenced, proctored, written (or on-line) test which, at the discretion of the department, may be administered to an individual whose credentials and qualifications meet the minimum educational and experiential criteria of a Child Protection Professional as outlined in Rule 65C-33.011, F.A.C. The waiver test is designed to measure the level of the individual's basic knowledge of Florida child protection laws, principles and policies, and to assess the individual's ability to appropriately integrate and apply fundamental child welfare/child protection concepts in his or her decision-making, when determining how best to meet the safety, permanence and well-being needs of a child.
Written Test	A competency-based, criterion-referenced test designed to measure the basic knowledge required for trainee.

1.6 Supporting Documentation

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

Subject	Description	Link
Security Agreement Form	CF 0114 _ Security Agreement	https://eds.myflfamilies.com/DCFFormsInternet/Search/DCFFormSearch.aspx
PUR 1000 Form	PUR 1000 Form General Conditions	http://dms.myflorida.com/content/download/1906/8059 or http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_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.

SECTION 2. ITN PROCESS

2.1 General Overview of the Process

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

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

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the ITN

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

To find postings at such location:

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

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

2.2.2 Public Records

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

2.3 Protests and Disputes

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

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

2.4 Limitations on Contacting Department Personnel and Others

2.4.1 General Limitations

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

2.4.2 Limitations During Negotiations

During the Negotiation Phase of this ITN: (i) any contact and communication between the members of the negotiations team for the prospective vendor(s) with whom the Department is negotiating and the negotiation team for the Department is permissible, but only "on the record" (as required by subsection 286.0113(2), F.S.) during the negotiations meetings; (ii) communication between the Lead Negotiator for the prospective vendor(s) with whom the Department is negotiating and the lead negotiator for the Department outside of the negotiations meetings is permissible so long as it is in

writing; and (iii) communications between prospective vendor representatives and other Department representatives is permissible only as determined in writing by the Procurement Manager. As part of an activity initiated by the Department during the negotiations phase, such as service or product demonstration, testing or development, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager or the Lead Negotiator for such purposes.

2.4.3 Violation of Contact Limitations

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

2.5 Schedule of Events and Deadlines

Activity	Date	Time Eastern	Address	Section Reference
ITN advertised and released on Florida VBS:	1/18/18	4pm	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.2.1
Notice of Intent to Submit a Reply to be received by the Department:	1/24/18	4pm	Attn: Lori McCray Procurement Manager Dept. of Children & Families 210 N. Palmetto Avenue Suite 447 - D Daytona Beach, FL 32114 Lori.McCray@myflfamilies.com	2.8
Submission of written inquiries must be received by:	1/26/18	11am	Attn: Lori McCray Procurement Manager Dept. of Children & Families 210 N. Palmetto Avenue Suite 447 - D Daytona Beach, FL 32114 Lori.McCray@myflfamilies.com	2.7
Deadline for Department's Response to Inquiries:	2/05/18	4pm	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.7
Sealed Replies must be received by the Department:	2/27/18	11am	Attn: Lori McCray Procurement Manager Dept. of Children & Families 210 N. Palmetto Avenue Suite 447 - D Daytona Beach, FL 32114	2.9, 4.1
*Reply Opening and Review of Mandatory Requirements:	2/27/18	11:30am	Dept. of Children & Families 210 N. Palmetto Avenue Suite 447 - D Daytona Beach, FL 32114	4.2.2, 5.2

Activity	Date	Time Eastern	Address	Section Reference
Oral Presentations	3/07/18	By Vendor Appointment Time	Dept. of Children & Families 210 N. Palmetto Avenue Daytona Beach, FL 32114	2.10, 4.4
*Debriefing Meeting of the Evaluators and ranking of the replies:	3/07/18	4pm	Dept. of Children & Families 210 N. Palmetto Avenue Daytona Beach, FL 32114	5.3
Anticipated posting of qualified Vendors (shortlist) for Negotiation:	3/08/18	1pm	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.3
Anticipated negotiation period	3/13/18 through 3/23/18	11:30am	Dept. of Children & Families 210 N. Palmetto Avenue Daytona Beach, FL 32114	2.1, 2.4.2, 2.12.5, 5.3, 5.4
*Meeting of Negotiation Team to Develop Recommendation for Award	3/20/18	3pm	Dept. of Children & Families 210 N. Palmetto Avenue Daytona Beach, FL 32114	2.1, 5.5
Anticipated posting of Intended Contract Award:	3/22/18	1pm	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.5.4
Anticipated Effective Date of Contract:	7/01/18	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.				

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

2.6 Solicitation Conference

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

2.7 Written Inquiries

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

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/time and at the address provided in **Section 2.5**. Any replies that are not received at the specified address, by the specified date and time, will not be evaluated. All methods of delivery or transmittal to the Department's contact person remain the responsibility of the prospective vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective vendor.

2.9.2 Binding Replies

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

2.9.3 Changes to Replies After Submission Prohibited

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

2.9.4 Right to Rely on Department Information

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

2.9.5 Receipt Statement

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

2.9.6 Request to Withdraw Reply

A written request to withdraw a reply, signed by the vendor, may be considered if received by the Department within 72 hours after the reply opening time and date as specified in **Section 2.5** above.

A request received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious vendor error.

2.9.7 Cost of Preparation of Reply

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

2.10 Oral Presentations Prior to Evaluation

2.10.1 The Department intends on utilizing oral presentations as part of the overall evaluation process to give vendors an opportunity to verbally convey their vision, concepts and detailed plans to deliver a professional CPI Training Program as required by this ITN. Oral presentations will occur during the evaluation phase but prior to short listing as scheduled in **Section 2.5**.

2.10.2 Vendors making oral presentations shall follow the topics/items outlined in Section 4.4. The total time allotted for each vendor presentation will be limited to a **maximum of 1 hour** in length. Vendors desiring to include a PowerPoint presentation should bring their own equipment and at least **nine (9) hard copies** of any handouts/documentation. All handouts will be retained by the Department and will become part of the official vendor reply submission.

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

2.11 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 is available at:

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

2.12 Department's Reserved Rights

2.12.1 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.

2.12.2 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.

2.12.3 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.

2.12.4 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.

2.12.5 Reserved Rights After Notice of Award

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

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

2.12.6 Other Reserved Rights

The Department reserves all rights described elsewhere in this ITN.

SECTION 3. MINIMUM PROGRAMATIC SPECIFICATION

The selected Vendor shall perform the tasks and be compensated in the manner set forth in the resulting agreement in accordance with all terms thereof. The final resulting agreement will be negotiated with the successful Vendor.

3.1 Vendor Qualifications

3.1.1 The Vendor will be required to specify at a minimum specific and essential qualifications as it relates to the proposed services in this ITN. These qualifications may include, but are not limited to; size, experience, required licenses, professional certifications, staffing levels, facilities, legal status, organizational type, financial qualifications, or governance structures.

3.1.2 The Vendor submitting a reply must comply with all the mandatory requirements in order to be considered for selection under this ITN. The mandatory requirements for this ITN are set forth in Section 4.2.2 Mandatory Requirements. A reply that fails to meet the mandatory requirements will be deemed nonresponsive and will not be evaluated.

3.1.3 Vendors must provide thorough and specific responses for how they propose to address each of the areas outlined in Sections 4.2.3 through 4.4.1 of this ITN.

3.1.4 Vendors must demonstrate financial stability through financial documentation and/or certified financial reports in support of the Vendor's Financial Stability as described in Section 4.3.3.1.

3.1.5 Vendor Disqualification Under PUR 1001.

Persons or affiliates placed on the Convicted vendor list or the discriminatory vendor list are disqualified pursuant to Sections 7 and 8 of PUR 1001.

3.1.6 Vendor Disqualification for Previous Failure to Perform:

In addition to other criteria set forth herein, failure to have performed any previous contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for disqualification or termination. To be disqualified as a vendor under this provision, the vendor must have:

3.1.6.1 Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department;

3.1.6.2 Had a contract terminated by the Department or another State of Florida agency for cause; or

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

3.2 Minimum Programmatic Specifications

3.2.1 General Statement

The successful vendor shall develop and deliver a comprehensive and enhanced professional Child Protective Investigation (CPI) training program to meet the specific needs of the Northeast Region. The CPI training program shall successfully prepare, educate, and support child welfare professional certification candidates and current CPIs who are charged with the responsibility to investigate alleged child abuse, neglect and abandonment cases.

3.2.2 Scope of Service

It is the Northeast Region's preference to have a comprehensive and enhanced Child Protection Investigation (CPI) program with flexible and innovative service delivery.

3.2.2.1 **Comprehensive:** Ideally the program will include Child Protection Investigation (CPI) training for a full range of staff needs (New Hire ➡ Current CPI ➡ Supervisor). NER staff (including supervisors) will be prepared, educated, supported, and will be successful with obtaining child welfare certification(s).

3.2.2.2 **Enhanced:** Further developing a CPI's knowledge and abilities, the program will include trainee Training and Mentoring until certification. Additional Child Welfare trainings will preferably be offered to enhance expertise of NER Child Welfare Professionals.

3.2.2.3 **Flexible:** Service delivery will include scheduled and planned trainings, yet ideally will also be flexible enough to adjust final delivery dates and locations. Trainings will occur in various locations, where needed, within the Northeast Region.

3.2.2.4 **Innovative:** Service delivery will preferably be customizable, and provided as needed rather than offered as a standard program. Optimal delivery will be services available in an "a la carte" manner for the upcoming month, and adjusting other levels of services/deliverables accordingly.

3.2.2.5 Training may be provided by various modalities, to include a series/combination of:

Classroom Instruction, FSN Familiarization Training, Field Training, On-Line Distance Learning, Formal Testing, Instructor Observation/Feedback/One-On-One Consultation, and Technical Assistance (in coordination with the Department and the Department approved Child Welfare credentialing entity).

3.2.2.6 While it is recognized that the Department and the successful vendor will initially collaborate on classes/courses/module delivery, it is the Department's desire to have a comprehensive Pre-Service Training Program in place as quickly as possible after contract execution to ensure that qualified Child Protective Investigation(CPI) staff are available to conduct their assigned duties.

The desired target date to start the first Pre-Service training class is the week of July 16-23, 2018. The actual start date and the selected Circuit(s) to receive the initial training are to be finalized during negotiations.

3.3 Major Program Goals

3.3.1 Be responsive to the Northeast Region's hiring and training needs, and location for trainings, by communicating and collaborating with the Department on the delivery of the CPI training program.

3.3.2 Ensure that designated Child Protective Investigators (and their supervisors) in the NER obtain the knowledge, skills, abilities, values and attitudes to professionally and competently carry out their work responsibilities to adequately protect children from abuse, abandonment, neglect or those who are at risk.

3.3.3 Positively influence the quality of decisions made regarding children and families who require assistance from child welfare services.

3.3.4 Positively influence the quality of care provided to children who are at risk of being or have been removed from their home due to abuse, abandonment or neglect.

3.3.5 Ensure that Child Welfare Professionals performing protective investigation services understand his/her obligation to continuously assess child safety, permanency and well-being needs throughout the life of each child protection case.

3.3.6 Ensure that Child Welfare Professionals delivering child welfare services are exposed to the principles of Family Centered Practice theory as espoused by the National Resource Center for Family-Centered Practice (NRCFCP).

3.3.7 Ensure that Child Welfare Professionals involved in the training programs are presented with updated information, and know how to access all applicable federal law, state statutes, rules and Department policies related to child welfare protective investigation services.

3.3.8 Assist with improving and standardizing the information gathering process, improving quality and consistency for decision making, eliminating redundant processes, gaining efficiencies through enhanced technology, and professionalizing and empowering the frontline staff.

3.4 Task List

The Selected Vendor shall perform all functions necessary for the proper delivery of services. The Task List will be finalized during negotiations with the successful vendor.

Tasks will include at a minimum, but not limited to, the following:

3.4.1 A communication and collaboration meeting/conference/committee – the vendor shall develop the format and coordinate the delivery of this task item.

3.4.2 A CPI training program – the vendor shall develop and coordinate the delivery of a training program, with input and approval from the Department, that shall address, but not be limited to:

3.4.2.1 Pre-Service (Phase 1) training will occur in a formal classroom setting. **Optimal delivery is Pre-Service classes available to occur every month in needed NER location(s).**

3.4.2.2 Assessments/Tests/Waivers will be conducted in a sufficient manner, and in accordance with Department approved policies and procedures, which will produce well informed Certified Florida Child Protection Professionals.

3.4.2.3 Training and Mentoring which further develops trainees' knowledge and abilities, will occur from the time a trainee passes Pre-Service until certification.

3.4.2.4 Phase II training will occur in a field based setting. This will include direct hands on activities to practice and enhance CPI education and job readiness.

3.4.2.5 Trainee Reports will be submitted regularly, and will track activities and document overall trainee progress.

3.4.3 Title IV-E eligible in-service trainings course(s) for current CPIs and their supervisors based on eligible Title IV-E topics (see Section 3.10.2.9 for Title IV-E Eligibility).

3.5 Professional Qualifications

3.5.1 The minimum qualifications of staff described in the successful vendor's reply shall be described in the vendor's position description narratives submitted with the vendor's reply to the ITN. Documentation of the qualifications and resumes/curriculum vitae of incumbent professional staff shall also be submitted with the vendor's reply, as available.

3.5.2 Senior Trainers and Trainer staff shall have a minimum of two (2) years of documented certified protective investigation experience, and that documented experience shall be submitted with each vendor's response to the ITN, if available. Any waiver of this requirement must be approved by the Department in writing.

3.5.3 The successful Vendor shall require a security background screening and five-year employment rescreening in accordance with Chapter 435, Florida Statutes, of all program personnel employed by the Vendor. Background screening documentation shall be maintained on file with the Vendor's employment records.

3.6 Service Delivery Location

3.6.1 The selected vendor shall be flexible with various service delivery locations, within the Northeast Region, to accommodate the NER's hiring capacity and training needs. There is no centralized location for service delivery.

3.6.2 The successful vendor shall continually communicate with the NER regarding training needs, and collaborate on the final location(s) for Pre-Service and In-Service trainings that reflect where participants/trainees are located.

3.6.3 The selected vendor's trainers are expected to travel to various cities and counties within the 3 Circuits of the NER (Circuit 4, Circuits 3/8, and Circuit 7) to successfully deliver a comprehensive and enhanced training program.

3.6.4 Training services shall be delivered in locations within the NER where needed, and based on the location of where the majority of the trainees/participants are located.

For Example: Twelve new staff are hired in Circuit 7 and need Pre-Service training. Of these new hires, nine are located in Putnam County, and three are in Flagler County. The Pre-Service training should occur in Putnam County as the majority of participants/trainees are located in Putnam County.

3.6.5 The Department has some limited space available for trainings which may be used by the successful vendor. However, it is preferred that the successful vendor be capable of providing services in various locations, including non-Department space, as necessary and eligible. The successful vendor may need to locate and establish training facilities in locations for service delivery which may be charged to Title IV-E as rent/training room costs. (See Section 3.10.2.9 Title IV-E Eligibility Table).

3.7 Service Times

3.7.1 The successful vendor's administrative hours shall be during normal department business hours, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., excluding state holidays unless the Department approves other arrangements on a case-by-case basis.

3.7.2 Starting and ending times for training services may be different for each training course and may vary accordingly. Training times shall be coordinated in advance with the Department.

3.7.3 Dates and times for various training classes/courses/modules may vary throughout the fiscal year depending on the course curriculum and/or topic. Training dates and times shall be coordinated in advance with the Department.

3.8 Coordination with Other Providers/Entities

Upon the effective date of the resultant contract, the successful vendor may be required to coordinate some tasks with external entities and/or organizations (i.e. Florida Certification Board), in order to fully implement the requirement of the CPI Training program. By providing integrated services, working agreements with these entities may help clarify roles and responsibilities and establish a shared vision for improving outcomes for the CPI Training program.

3.9 Minimum Financial Specifications

3.9.1 Funding Sources

The anticipated funding sources for the resulting contract are: General Revenue, Child Welfare Training Trust Fund, Children and Family Tobacco Settlement Trust Fund, Welfare Transition Trust Fund, and Title IV-E. These funds are subject to availability.

3.9.1.1 The vendor is responsible for tracking expenditures by corresponding funding source, and ensuring that all funds are being utilized to the fullest extent possible to draw down funds accordingly; namely Title IV-E expenditures (see Section 3.10.2.9 for specific information on Title IV-E eligibility).

3.9.1.2 INCENTIVE - The Provider may earn additional Title IV-E funding, subject to the availability of funding, by delivering additional Title IV-E eligible services in accordance with the table in Section 3.10.2.9, Title IV-E Eligibility Table. Any additional Title IV-E services, for additional Title IV-E funding, must be agreed upon and coordinated with the Department

beforehand, documented in writing, and have written approval from the DCF contract manager.

3.9.2 Allowable Costs

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

3.10.2.1 Prospective vendors must include only those costs identified as allowable costs in accordance with the Office of Management and Budget (OMB) Circular A-21, Cost Principles for Higher Institutions, which may be applicable for this ITN.

3.10.2.2 Costs for property including Information and Technology (IT) resources will be considered. Property is defined as equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with the normal expected life of one (1) year or more.

3.10.2.3 Administrative costs, including any indirect costs that are administrative in nature shall not exceed 10% of the total operating costs of the proposed budget.

3.10.2.4 Prospective vendors shall submit a line item budget and a complete narrative using the format specified in the Line Item Budget and Budget Summary/Narrative (Appendix VII) as described in the Budget Instructions (Appendix VI). The proposed budget should put forward total costs for the proposed contract period beginning July 1, 2018 through June 30, 2021. A revised Line Item Project Budget and Budget Narrative shall be required if and when the Department elects to invoke the contract renewal option for three additional renewal years.

3.10.2.5 Restriction of Expenditures. Items expressly prohibited from purchase with these contract funds include but are not limited to items such as: flowers, awards or plaques, meals (excluding meals associated with travel per Chapter 112, F.S.) including bottled water, snacks, refreshments, entertainment, and promotional items that do not have a specific statutory authority including but not limited to ribbons and wrist bands.

3.10.2.6 Expenditures shall meet the minimum requirements established by the Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing, Reference Guide for State Expenditures, which is available at the Department of Financial Services website.

3.10.2.7 The vendor will appropriately track and charge all allowable Title IV-E costs in accordance with the table below, and will minimize expenditures which are non-Title IV-E allowable costs.

The federal reference that outlines Title IV-E Administrative Functions/Costs, Training can be found in the Child Welfare Policy Manual 8.1 H:

https://www.acf.hhs.gov/cwpm/public_html/programs/cb/laws_policies/laws/cwpm/policy_dsp.jsp?citID=116

3.10.2.8 The vendor will maximize available Title IV-E funding by consistently providing training services which are Title IV-E eligible as outlined in the table below:

3.10.2.9 Title IV-E Eligibility Table:

Title IV-E Eligible Trainings:	
<ul style="list-style-type: none"> • Pre-Service Core Curriculum 	
<ul style="list-style-type: none"> • Pre-Service CPI Specialty Track (IV-E eligible topics only) 	
<ul style="list-style-type: none"> • In-Service Training (IV-E eligible topics only) 	
Costs that can be charged for Title IV-E Eligible Trainings:	
<ul style="list-style-type: none"> • Trainer Salary/Benefits while teaching and preparing for trainings 	
<ul style="list-style-type: none"> • Travel 	
<ul style="list-style-type: none"> • Materials 	
<ul style="list-style-type: none"> • Rent/Training Room Costs 	
Title IV-E Eligible Training Topics (75% Federal Participation Rate):	
Training Subject	Description
AFCARS System	Training around the Adoption and Foster Care Analysis and Reporting System.
Assessment	Assessments to determine whether a situation requires a child's removal from the home. This cannot include how to conduct a child abuse and neglect investigation.
Child Abuse/Neglect Issues	The impact of child abuse, and neglect on a child and general overviews of the issues involved in child abuse and neglect investigations. The training cannot be related to how to conduct an investigation of child abuse and neglect.
Child Development	Training covering child development.
Communication Skills	Communication skills required to work with children and families.
Cultural Competency	Cultural competency related to children and families.
Domestic Violence	General domestic violence issues related to children and families in the child welfare system. Cannot be related to providing treatment or services.
Effects of Separation	Effects of separation, grief, and loss.
Ethics Training	Ethics training associated with a Title IV-E state plan requirement.
Foster Parent Training	Foster care candidate determination and pre-placement activities directed toward reasonable efforts. The training cannot be related to providing a service.
Independent Living	Independent living and the issues confronting adolescents preparing for independent living. This category does not include trainings for 18-24 year olds.
Mental Health	General mental health issues related to children and families in the child welfare system. Cannot be related to providing treatment or services.

Permanency Planning	Permanency planning including using kinship care as a resource for children involved with the child welfare system.
Preserving Families	Training on how to preserve, strengthen, and reunify families. Training cannot be related to providing treatment or services.
Referrals to Services	Training on referrals to services. Cannot include how to perform the service.
SACWIS	Training on Florida Safe Family Network (FSFN) which is a Statewide Automated Child Welfare Information System (SACWIS).
Social Work Practice	Social work practice skills including family centered practice and social work methods such as interviewing and assessment.
Substance Abuse	General substance abuse issues related to children and families in the child welfare system. Cannot be related to providing treatment or services.
Title IV-E Policies	Title IV-E policies and procedures.
Visitation/Family Time	Training covering visitation/family time.

3.9.3 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.

3.10 Vendor Registration in MyFloridaMarketPlace

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

3.11 Composition of the Contract

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

3.11.1 Department's Standard Integrated Contract

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

3.11.2 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.

3.11.3 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.

3.12 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.

3.12.1 Department's Standard Integrated Contract

3.12.2 PUR 1000 Form

3.12.3 The Vendor's Reply (and any additional submittals, if incorporated into or attached to the contract).

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITN

4.1 How to Submit a Reply

4.1.1 Mandatory Reply Deadline

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

4.1.2 Electronic Transmittal of Replies Not Accepted

Facsimile or electronic transmissions of replies will not be accepted.

4.1.3 Reply Amendments

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

4.1.4 Number of Copies Required and Format for Submittal

Vendors shall submit **one (1) original** and **five (5) hard copies** of the Programmatic Reply, and **one (1) original** and **five (5) hard 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 flash drive or CD** 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.

4.1.5 Replies to be in Sealed Container

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

clearly marked as the original, and the copies identified and numbered (i.e., original, copy #1 of 6, etc.).

4.1.6 Hard-copy Reply Format

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

4.1.7 Electronic Copy Format

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

4.2 Content of the Programmatic Reply

4.2.1 Programmatic Reply Title Page

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

- A. Title of reply;
- B. ITN number;
- C. Prospective vendor's name and federal tax identification number;
- D. Prospective vendor's Data Universal Numbering System (DUNS) number
- E. Name, title, telephone number, address, and email of person who can respond to inquiries regarding the reply; and
- F. Name of program coordinator (if known).

4.2.2 TAB 1: MANDATORY REQUIREMENTS

The following are the Mandatory Requirements for this ITN:

4.2.2.1 Certificate of Signature Authority

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

4.2.2.2 Mandatory Certifications

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

4.2.2.3 Tie Breaking Certifications

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

4.2.3 TAB 2: TABLE OF CONTENTS

4.2.3.1 Vendor’s Cross Reference Table

Vendor replies must include a cross-reference table between the reply and the ITN requirements listed in Section 4.2 and 4.3. Separate cross-reference tables must be developed for the Programmatic Reply and the Financial Reply. The cross-reference tables must be behind the table of contents in the Programmatic Reply. The cross-reference table must be behind the table of contents in the Financial Reply. Both cross-reference tables must be formatted as follows:

ITN			REPLY			
Page(s)	Section	Subject	Title Page	Page(s)	Section	Notes/Info
21-22	4.2.4.1	<i>Agency Overview</i>	<i>Agency Overview</i>	23-24	4.2.4.1	<i>Sub sectioned into agency description (pg. 23) & agency history (pg. 24)</i>
22-23	4.2.5.1	<i>Development & Delivery</i>	<i>Development & Delivery</i>	27-29	4.2.5.1	<i>Sub sectioned into development (pg. 27-28) & delivery (pg. 29)</i>
23	4.2.5.2	<i>Structure</i>	<i>Structure</i>	33-35	4.2.5.2	<i>n/a</i>

4.2.4 TAB 3: EXECUTIVE OVERVIEW

4.2.4.1 Agency Overview: A description of the agency and agency’s history to include the following:

- Full, legal name.
- Federal Employer Identification Number.
- Proof of legal entity and authorization to do business with the State of Florida.

- Country and state of incorporation.
- Principal place of business.
- Description of the vendor's organization, including number of years in business, subsidiaries, parent corporations, and officers.
- Brief description of the vendor's principal type of business and history and what uniquely qualifies the Vendor for the work described in this ITN.
- Statement of whether the vendor has filed for bankruptcy protection in the past five (5) years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide court and case number.
- 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.
- 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.

4.2.4.2 Mission: The agency's mission statement, guiding principles, core values, and/or vision, and describe how the mission will support the delivery of a CPI Training Program in the Northeast Region.

4.2.4.3 Service History: A description of the agency's history of delivering training services/programs and include the following:

- An overall summary of the services/programs provided.
- The successes and deficiencies of those services/programs.
- A description of the types of curriculums delivered, average class sizes, and frequency of courses delivered.
- Any examples of previous or current collaboration including best practices applied to the delivery of such services.
- Include information about other State of Florida Departments/agencies with which the vendor has had a contract with within the past five (5) years.

4.2.5 TAB 4: SERVICES

4.2.5.1 Development & Delivery: The agency's approach to the overall development and delivery of the CPI Training Program:

- Discuss how the agency will communicate and collaborate with the NER on their specific hiring and training needs, and how the Department's input regarding the CPI training program will be incorporated.
 - Discuss the development and validation of student and instructor materials, training aids, and performance objectives.
 - Discuss the process of validating pilot or prototype classes/courses/modules for any type of enhanced pre-service training or in-service training.
 - Explain how each module will be integrated with previous and future modules so that the delivery of the CPI training program will be teaching the same consistent message throughout the Northeast Region
 - Describe how your agency can be flexible with service delivery, as described in Section 3.2.2.3, and how trainings will occur in locations within the NER where needed, and based on where the majority of the trainees/participants are located.
 - Provide a discussion on the logistics in obtaining adequate training space (renting space) throughout the Northeast Region, as well as establishing computer connectivity at said locations for this project. Describe how space will be located, secured and prepared for service provision.
 - Describe how your agency can be innovative with service delivery, as described in Section 3.2.2.4, so that needed trainings are available and provided. This may include adjusting the levels of other available/provided services.
- 4.2.5.2 Structure: The agency's approach to the overall class/course structure of the CPI training program:
 - Describe how the CPI training program will include the Department's approved Child Welfare Core Competencies (i.e. Phase I, Phase II, etc.), and IV-E Eligible In-Service Trainings.
 - Describe how Family Centered Practice theories, and FSFN familiarization training will be incorporated into the training program.
 - Discuss how the CPI training program will be comprehensive and enhanced, as described in Section 3.2.2.1 and Section 3.2.2.2.
 - Provide a brief discussion on creative ways to deliver instructional platform teaching techniques, testing methodologies, on-line distant learning opportunities (for any non-core curriculum), incorporation of third party training events, one-on-one consultation, technical assistance. *Proposed on-line distant learning courses should not deliver core curriculum topics, but may be used to facilitate and enhance learning.*

4.2.6 TAB 5: STAFFING AND QUALIFICATIONS

4.2.6.1 Staffing Levels:

- List the proposed staffing levels for this project.

- Explain how the staffing levels will best meet the performance standards required to perform the requirement of the CPI training program

4.2.6.2 Leadership Qualifications:

- Explain why the leadership team is qualified to lead the agency in meeting the needs of this ITN.
- Include résumés for key leadership personnel – which describe their work experience, education, and training.

4.2.6.3 Direct Staff Qualifications:

- Explain why the training team is qualified to deliver the services identified in this ITN.
- Outline requirements or provide position description for minimum education required for trainers.
- Outline requirements or provide position description for the amounts and types of previous experience for trainers.
- Actual resumes/ curriculum vitae of proposed incumbents may be submitted as examples.

4.2.6.4 Recruitment & Retention, Training & Supervision/Conflicts:

- Describe the agency's recruitment and retention strategies.
- Discuss training and staff supervision for this project.
- Address applicable personnel grievance or conflict resolution practices.

4.2.7 TAB 6: PROJECT MANAGEMENT

4.2.7.1 Quality Assurance Overview: Describe the approach to and the implementation of, quality assurance and quality improvement programs, which may include performance measurement outcomes and student satisfaction queries.

4.2.7.2 QA Compliance: Describe how the agency will participate in and ensure compliance with the Department's statewide requirements and processes for quality assurance and quality improvement; including quality management planning, quality reviews, reporting, measurement, analysis, and performance improvement.

4.2.7.3 FSFN: Explain how the agency will incorporate the importance of timely and accurate FSFN data entry to CPI's and trainees.

4.2.7.4 Confidentiality: Describe the agency's approach to protecting and maintaining confidentiality of sensitive client information (in a training environment) relative to paper and computer-based file systems.

4.2.7.5 Admin Support: Describe the agency's approach for providing administrative support for the CPI Training program. Discuss the process for:

- Tracking students, course graduates, course failures, retesting procedures, recertification

- Inputting data into an approved automated system
- Booking and scheduling classroom space and computer labs
- Performance measurement tracking and reporting
- Graduation ceremonies, diplomas and certificates
- Publication of training materials

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:

- Title of reply;
- ITN number;
- Prospective vendor’s name and federal tax identification number;
- Prospective vendor’s Data Universal Numbering System (DUNS) number,
- Name, title, telephone number, email and address of person who can respond to inquiries regarding the reply; and
- Name of program coordinator (if known).

4.3.2 TAB A: TABLE OF CONTENTS

4.3.2.1 Vendor’s Cross Reference Table

Vendor replies must include a Cross-Reference Table between the reply and the ITN requirements listed in Section 4.2 and 4.3. Separate cross-reference tables must be developed for the Programmatic Reply and the Financial Reply. The cross-reference tables must be behind the table of contents in the Programmatic Reply. The cross-reference table must be behind the table of contents in the Financial Reply. Both cross-reference tables must be formatted as follows:

ITN			REPLY			
Page(s)	Section	Subject	Title Page	Page(s)	Section	Notes/Info
21-22	4.2.4.1	<i>Agency Overview</i>	<i>Agency Overview</i>	23-24	4.2.4.1	<i>Sub sectioned into agency description (pg. 23) & agency history (pg. 24)</i>
22-23	4.2.5.1	<i>Development & Delivery</i>	<i>Development & Delivery</i>	27-29	4.2.5.1	<i>Sub sectioned into development (pg. 27-28) & delivery (pg. 29)</i>
23	4.2.5.2	<i>Structure</i>	<i>Structure</i>	33-35	4.2.5.2	<i>n/a</i>

4.3.3 TAB B: FINANCIAL INFORMATION

4.3.3.1 Financial Stability: A description of the vendor's financial stability to include:

- Provide copies of the vendor's independent financial and compliance audits and/or certified financial statement for the three (3) most recent fiscal years.
 - Including: all applicable financial statements and auditor reports, any management letters or corresponding re-issued audit components.
- For newly created entities, provide the requested financial reports from each of the founding collaborative partners.

4.3.3.2 Financial Management:

- Describe the vendor's current financial management and accounting systems and capability to generate financial reports on costs, claims, and billing for the Department.
- Briefly describe the vendor's familiarity, and experience if any, with Title IV-E funding and eligibility as related to Child Welfare training programs.
- Highlight areas that will need to be enhanced prior to implementation, if any. Sample reports should be attached to demonstrate financial reporting capability.
- In the case of a newly created entity, the vendor should describe the founding collaborative partners' system and provide the same supporting documentation.

4.3.3.3 Reduce Admin: Description of ongoing approach to reduce administrative costs.

- The vendor shall provide an ongoing approach to reduce administrative costs, without affecting the quality of the services.

4.3.4 TAB C: BUDGET

4.3.4.1 Budget: The vendor shall provide a proposed line item budget for each of the three (3) fiscal years. There are no funds available for start-up costs. Each fiscal year should be very similar in total amount, as the funding is allocated by the legislature on an annual fiscal year basis.

4.3.4.2 The line item budget shall contain projected dollar amounts and allocated amounts for each item, and total amounts for each category. Cost categories may include, but not be limited to:

- Personnel (full time and part time) costs
- Fringe Benefits costs
- Training costs
- Office/Support costs
- Professional Fees/Membership costs
- Equipment costs
- Supplies/Materials costs
- Travel costs
- Rent/Training Room Costs
- Administrative Overhead

- Any other expense required by the agency to develop, deliver and maintain the CPI training program including how the costs are derived.
- Note: The Budget and Budget Narrative shall not contain any line items labeled as “Miscellaneous” or “Other” and shall comply with the instructions in Appendix VI.

4.3.4.3 Budget Narrative:

- The vendor shall include a budget narrative which provides a detailed explanation and description of each line item contained in the budget.
- The budget narrative should provide discussion and clarification for any and all cost categories and their respective formulas used to derive proposed costs.
- Note: The Budget and Budget Narrative shall not contain any line items labeled as “Miscellaneous” or “Other” and shall comply with the instructions in Appendix VI.

4.4 Content of the Oral Presentations

4.4.1 The Department intends on utilizing oral presentations as part of the overall evaluation process to give vendors an opportunity to verbally convey their vision, concepts and plans to deliver a comprehensive CPI Training Program. The total time allotted for each vendor will be limited to a maximum of 1 hour in length. Vendors shall allocate their time across the following required topics:

4.4.1.1 Executive Overview

Vendors shall provide a brief introduction to the agency, with an overview on training history. The agency’s mission statement and vision as related to developing and delivering a CPI Training Program for the Department’s NER should be included.

4.4.1.2 Services Approach

Vendors shall provide a brief summary of the agency’s approach to developing a comprehensive and enhanced CPI training program, which should include input from the Northeast Region on the specific training needs and hiring capacity. Also, an overview on delivery of the program, including flexible and innovative service delivery in various locations. Additionally, vendors shall include a brief discussion on the proposed course structure for a CPI Training Program.

4.4.1.3 Staff & Qualifications

Vendors shall provide a brief summary of proposed staff, and their qualifications. The agency’s approach for recruitment, retention, training, and supervision (for staff involved in delivering the CPI Training Program for the NER) should also be discussed.

4.4.1.4 Project Management

Vendors shall provide a brief overview of the agency’s participation and compliance with the Department’s statewide requirements and processes for quality assurance and quality improvement; including quality management planning, quality reviews, reporting, measurement, analysis, and performance improvement. The vendor shall briefly describe the agency’s approach to quality assurance and implementing a quality improvement plan for the proposed CPI Training Program for the Department’s NER.

4.4.1.5 Financial/Budget

Vendors shall briefly present on the agency's financial stability and financial management as to the proposed CPI Training Program. The vendor shall also briefly discuss the development of the budget for the project to include how the budget corresponds to staffing, training room costs, travel. The vendor shall establish that they represent the best value to the state and provide information to support this assertion.

4.5 Public Records and Trade Secrets

4.5.1 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.

4.5.2 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.

4.5.3 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).

4.5.4 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.

4.5.5 Department not Obligated to Defend Vendor Claims

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

SECTION 5. THE SELECTION METHODOLOGY

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

5.1 Selection Criteria

The following Selection Criteria shall apply for this ITN:

Criteria
<ul style="list-style-type: none"> • The vendor’s articulation of solution/services and the ability of the solution/services to meet the requirements and needs as described in this ITN, and provide additional value.
<ul style="list-style-type: none"> • The vendor’s structure, experience and capability to deliver its proposed solution/services including track record providing services related to/similar to those in this ITN.
<ul style="list-style-type: none"> • The skills and experience of the vendor’s leadership team and 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 & 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/or the vendor’s demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the contract.

5.2 Application of Mandatory Requirements

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

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

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

5.3 Evaluation Phase Methodology for Ranking and Shortlisting

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

5.3.1 Scoring by Evaluators

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

Mandatory Requirements Criteria	Criteria Met?	
Section 4.2.2 Tab 1: Programmatic Reply Mandatory Requirements must be met or reply will not be considered for scoring.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Minimum and Maximum Points - Programmatic & Financial Reply:

Criteria	Possible Raw Points for Criteria	Weighted Value	Minimum Acceptable Score (after weighted)	Maximum Possible Score (after weighted)
Section 4.2.4 Tab 3: Executive Overview	0-10	1x	4	10
Section 4.2.5 Tab 4: Services - 4.2.5.1 Development & Delivery	0-20	3x	30	60
Section 4.2.5 Tab 4: 4.2.5.2 Structure	0-8	2x	8	16
Section 4.2.6 Tab 5: Staffing & Qualifications	0-16	2x	16	32
Section 4.2.7 Tab 6: Project Management	0-12	2x	12	24
Section 4.3.3 Tab B Financial Information	0-14	2x	12	28
Section 4.3.3 Tab C Budget	0-8	2x	8	16
			90	186

Minimum and Maximum Points - Oral Presentation:

Criteria #	Criteria Category	Possible Raw Points for Criteria	Weighted Value	Minimum Acceptable Score (after weighted)	Maximum Possible Score (after weighted)
1	Executive Overview	0-4	1x	2	4
2	Services Approach	0-4	2x	4	8

3	Staffing & Qualifications	0-4	1x	2	4
4	Project Management	0-4	1x	2	4
5	Financial/Budget	0-4	1x	2	4
				12	24

5.3.2 Total Score, Recommended Ranking and Competitive Range of Replies

The Procurement Manager will average the total programmatic point scores by each Evaluator to calculate the points awarded for each section. The Procurement Manager will use total points to rank Vendors from 1 to 5.

For example:

Firm	Raw Points Received	Rank
Company A	90	2
Company B	100	1
Company C	80	3*
Company D	75	5
Company E	80	3*

**In the event that multiple vendors have the same raw point score, the rank positions needed to cover those vendors are the same. In the example each of these vendors would receive a rank of 3.*

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

5.3.3 Report of the Procurement Manager

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

5.3.4 Determination of Ranking

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

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

Upon approval of the list of vendors selected for negotiations by the Secretary or his/her designee, the Department will post the Move Forward List on the VBS at:

http://vbs.dms.state.fl.us/vbs/main_menu

Responsive vendors who are not listed in the posting will not be formally eliminated from the ITN process until the posting of the notice of intent to award. Unless otherwise provided in the posting of the Move Forward List, no presumption of preference or merit in the negotiation process or for contract award shall arise from the Evaluators’ scores, the ranking or the order of vendors listed in

such posting. No responsive Vendor will be formally eliminated from consideration for award of a contract under this ITN until the posting of a Notice of Intended Award is issued.

5.4 Negotiation Process for Final Selection

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

5.4.1 Supplemental Replies

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

5.4.2 Goal of Negotiations

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

5.4.3 Department Retains Discretion

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

5.4.4 Other Department Rights During Negotiations

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

- Schedule additional negotiating sessions with any or all responsive vendor(s);
- Require any or all responsive vendor(s) to provide additional or revised replies and detailed written proposals addressing specified topics;
- Require any or all responsive vendor(s) to provide a written best and final offer;
- Require any or all responsive vendor(s) to address services, prices, or conditions offered by any other vendor;
- Pursue a contract with one or more responsive vendor(s) for the services encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written proposals or request for best and final offers;
- Pursue the division of contracts between responsive vendor(s) by type of service or geographic area, or both;
- Arrive at an agreement with any responsive vendor, finalize principal contract terms with such vendor and terminate negotiations with any or all other vendors, regardless of the status of or scheduled negotiations with such other vendor(s);
- Decline to conduct further negotiations with any vendor;

- Reopen negotiations with any vendor;
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this ITN;
- Review and rely on relevant information contained in the replies received pursuant to Section 4; and
- Review and rely on relevant portions of the evaluations conducted pursuant to Section 5.3.

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

5.4.5 Negotiation Meetings Not Open to Public

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

5.5 Final Selection and Notice of Intent to Award Contract

5.5.1 Department's Negotiation Team Recommendation

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

5.5.2 Selection of Vendor(s)

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

5.5.3 Reserved Rights

The Department reserves the right to:

- Select one or more vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;
- Divide the work among vendors by type of service or geographic area, or both;

- Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and
- Award a contract which includes one or more subcontractors proposed by any other vendor(s).

5.5.4 Posting Notice of Award

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

5.5.5 Reserved Rights After Notice of Intent to Award

The Department reserves the right:

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

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