

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
SOUTHERN REGION - CIRCUITS 11 & 16**



INVITATION TO NEGOTIATE (ITN)

**To Become the Lead Agency for Community-Based Care
Southern Region - Circuits 11 & 16
Miami-Dade and Monroe Counties**

ITN#: SNR18FS02ITN

Release Date: DECEMBER 21, 2018

**THE UNITED NATIONS STANDARD PRODUCTS AND
SERVICES CODES (UNSPSC):**

93141507 - SOCIAL WORK ADMINISTRATION SERVICES

93141505 - ADOPTION SERVICES

93141504 - FOSTER HOME CARE SERVICES OR ORPHANAGE

80121804 - GUARDIANSHIP OR CUSTODY LAW SERVICES

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SECTION 1. INTRODUCTION

1.1 INTRODUCTION TO THE PROCUREMENT

The Department of Children and Families (Department), Southern Region Office of Family & Community Services, is issuing this solicitation for the purpose of procuring a Community Based Care Lead Agency to provide care for children in the child protection and child welfare system in Miami-Dade and Monroe Counties. "Care" means services of any kind which are designed to facilitate a child remaining safely in his or her own home, returning safely to his or her own home if he or she is removed from the home, or obtaining an alternative permanent home if he or she cannot remain at home or be returned home or developing the capacity for independent living and competence as an adult.

Children need to grow up in a safe permanent home where they are free from abuse, neglect and other forms of maltreatment by their caregivers. Even though most caregivers want to provide this environment for their children, some lack the knowledge, skills, and resources to properly nurture and protect their children. In these circumstances, the Department must assure the safety and welfare of vulnerable children as a primary priority. The Department must also attempt, when possible and in the best interest of the child, to strengthen and support the child's family. According to federal and state laws, the health and safety of the child must be paramount in all service, placement, and permanency decisions made.

Assuring the safety and welfare of children, while attempting to strengthen and preserve the child's family, requires a cohesive system that is family-centered, community-based, integrated, outcome oriented, culturally competent, timely, and accountable for results. In order to achieve permanency for children in the timeframes required by federal and state laws, the child protection system needs to promote new practices, service innovations and collaborative partnerships among public and private child serving agencies and other community stakeholders to ensure families' access to substance abuse, mental health and domestic violence services when needed.

It is the intent of the Legislature that the Department of Children and Families provide child protection and child welfare services to children through contracting with community-based care lead agencies. The community-based care lead agencies shall give priority to the use of services that are evidence-based and trauma-informed.

It is the further intent of the Legislature that communities have responsibility for and participate in ensuring safety, permanence, and well-being for all children in the state.

It is the goal of the Department to protect the best interest of children by achieving the following outcomes in conjunction with the community-based care lead agency, community-based care subcontractors, and the community alliance:

- (a) Children are first and foremost protected from abuse and neglect.
- (b) Children are safely maintained in their homes, if possible and appropriate.
- (c) Services are provided to protect children and prevent their removal from their home.
- (d) Children have permanency and stability in their living arrangements.
- (e) Family relationships and connections are preserved for children.
- (f) Families have enhanced capacity to provide for their children's needs.
- (g) Children receive appropriate services to meet their educational needs.
- (h) Children receive services to meet their physical and mental health needs.
- (i) Children develop the capacity for independent living and competence as an adult.

The following data are excerpted from Florida Safe Families Network (FSFN)
 Children and Young Adults served between July 1st, 2017 – June 30th, 2018

Southern Region	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Avg FY17-18
	1002	1025	1033	1009	998	970	899	931	876	895	886	856	948.3
	1957	1953	1990	2014	1981	1948	1974	1980	2008	1950	1954	1907	1968
	307	308	316	314	323	322	325	319	310	315	315	310	315.3
	3266	3286	3339	3337	3302	3240	3198	3230	3194	3160	3155	3073	3231.6

Snapshot of Children and Young Adults served on December 17th, 2018

	Circuit 11 – Miami-Dade County	Circuit 16 – Monroe County
Adoptive Family Services		

	Circuit 11 – Miami-Dade County	Circuit 16 – Monroe County

	Circuit 11 – Miami-Dade County	Circuit 16 – Monroe County

	Circuit 11 – Miami-Dade County	Circuit 16 – Monroe County

TOTAL	1653	95

GENDER

Male	830	46
Female	823	49

AGE

0 – 3	557	37
4 – 6	294	18
7 – 10	294	11
11 – 14	257	17
15 – 17	253	12
18 +	0	0

PLACEMENT

Adoption	48	3
Relative	602	42
Non-Relative	163	2
Foster Homes	613	40
Group Homes	153	8
Residential Treatment	12	0
Other (Corrections, Hospital missing Child, Visitation, Respite care, Other	57	3

TOTAL

	Circuit 11 – Miami-Dade County	Circuit 16 – Monroe County

TOTAL	1127	49

GENDER

Male	537	25
Female	590	24

AGE

0 – 3	225	14
4 – 6	150	10
7 – 10	194	11
11 – 14	154	11
15 – 17	73	3
18 +	331	0

TOTAL

	Circuit 11 – Miami-Dade County	Circuit 16 – Monroe County

TOTAL	1127	49

GENDER

Male	537	25
Female	590	24

AGE

0 – 3	225	14
4 – 6	150	10
7 – 10	194	11
11 – 14	154	11
15 – 17	73	3
18 +	331	0

TOTAL

	Circuit 11 – Miami-Dade County	Circuit 16 – Monroe County

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AGE

0 – 3	225	14
4 – 6	150	10
7 – 10	194	11
11 – 14	154	11
15 – 17	73	3
18 +	331	0

PLACEMENT		
Living with Parents	621	48
Living with Relatives	30	1
Living with Non-Relative	5	0
Young Adults (18years old +)	326	0
Blank (No Living Arrangement)	23	0
Other (Hospital, Runaway, Detention, Mental Health, Other	122	0

Performance Measure	Target	2017	2018	2019	2020	2021
M01. Rate of abuse per 100,000 days in foster care (Federal Indicator)	8.5 or Less	6.94	7.30	7.50	8.23	7.71
M02. % of children who are not abused/neglected during In-Home Services	95.0% or Higher	98.1%	98.5%	97.5%	98.1%	97.7%
% of children with no recurrence of maltreatment with 12 months (Federal Indicator)	90.90% or Higher	94.4%	94.2%	94.6%	94.9%	94.3%
M03. % of children who are not neglected or abused after receiving services	95.0% or Higher	94.5%	96.1%	96.1%	100%	99.1%
M04. % of children under supervision who are seen every 30 days (Contract Measure)	99.5% or Higher	99.3%	99.5%	99.6%	99.5%	99.3%
M05. % of children exiting to a permanent home w/in 12 months of entering care (Federal Indicator)	40.5% or Higher	38.2%	33.2%	35.0%	30.7%	31.2%
% of children exiting to a permanent home w/in 12 months for those in care 24+ months (Federal Indicator)	30.30% or Higher	33.9%	31.1%	32.1%	34.2%	35.0%
M06. % of children exiting to a permanent home 12 months for those in care 12 to 23 months (Federal Indicator)	43.6% or Higher	51.3%	48.1%	42.0%	43.6%	47.2%
M07. % of children who do not re-enter care w/in 12 months of moving to permanent home (Federal Indicator)	91.7% or Higher	91.6%	87.1%	90.0%	89.2%	90.3%
M08. Placement moves per 1,000 days in foster care (Contract Measure) (Federal Indicator)	4.12 or Less	5.21	5.27	5.20	6.11	6.20
M09. % of children in foster care who received a medical service in last 12 months (Contract Measure)	95.0% or Higher	97.3%	97.1%	97.3%	98.2%	98.5%
M10. % of children in foster care who received a dental service in the last 7 months (Contract Measure)	95.0% or Higher	94.7%	94.5%	95.3%	96.1%	94.7%
M11. % of young adults exiting foster care at age 18 completed or are enrolled in secondary ed., voc. ed., or adult ed. (Contract Measure)	80% or Higher	85.5%	83.9%	86.4%	87.2%	89.6%
M12. % of sibling groups where all siblings are placed together	65.0% or Higher	57.1%	58.0%	54.6%	54.7%	54.9%
Number of children with finalized adoptions between July 1st, and June 30th Fiscal Year / Cumulative (Contract Measure)	FY17-18 Goal 279 FY18-19 Goal 300	44	147	202	306	63

1.2 STATEMENT OF PURPOSE

Pursuant to section 409.987, F. S., the Department of Children and Families is seeking a qualified Florida corporation or a governmental entity to serve as the lead agency in the **Southern Region – Circuits 11 & 16 (Miami-Dade and Monroe Counties)** to manage and ensure the delivery of an integrated system of care for the provision of foster care and related services including, but not limited to: prevention, diversion, case management, emergency shelter, in-home care protective services, family preservation, relative care placement, foster care, therapeutic foster care, medical foster care, foster care supervision, family reunification, residential group care,

intensive residential treatment, post-placement supervision, independent living, adoption, post-adoption, and appropriate related services.

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

1.3 TERM OF THE AGREEMENT

The anticipated start date of the resulting contract is **July 1, 2019**. The anticipated duration of the contract is **five (5) years**. The contract may be renewed for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

1.4 CONTACT PERSON AND PROCUREMENT MANAGER

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

Florida Department of Children and Families
Debra Kuhn

Mailing Address:

Florida Department of Children and Families
401 NW 2nd Avenue, Suite N-1007
Miami, FL 33128

Debra.Kuhn@myflfamilies.com

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

1.5 DEFINITIONS

Specific terms related to this solicitation are defined below. Additional program or service specific terms and definitions that apply to the ITN can be found in "CBC Definitions of Terms" (dated 6/1/2012) which can be found on the Department's website:
<http://www.dcf.state.fl.us/programs/cbc/docs/12-13/CBC%20Definitions.PDF>.

Accessible Services – Services that are timely, comprehensive and family-friendly without unreasonable barriers.

Child and Family Services Reviews (CFSR) – A comprehensive federal-state study of each state's performance in child abuse and neglect cases. It examines the performance of the entire state, including the child welfare agency, the courts, and other key agencies. Child and Family Services Review is designed to enable the Children's Bureau to ensure that state child welfare agency practice is in conformity with federal child welfare requirements, to determine what is actually happening to children and families as they are engaged in state child welfare services, and to assist States to enhance their capacity to help children and families achieve positive outcomes.

Child Protection Services - A system of care from the point of entry to exit for all children and families referred from protective investigations and/or the court system for services that ensure safety, well-being and permanency.

Community Alliance – As defined by Subsection 20.19(5) F.S., a community alliance is a group of stakeholders, community leaders, client representatives and funders of human services who provide a focal point for community participation and governance of community-based services.

Community-Based Care (CBC) - Outsourced foster care and related services contracted with community-based qualified Florida corporation or a governmental entity to establish an integrated system of child welfare services at the local level.

Community-focused - Planning, management and decision-making should ensure that resources are designed to build on the unique strengths and meet the specific needs of local community.

Cost Allocation Plan - A narrative description of the procedures that the vendor shall use in identifying, measuring and allocating all costs incurred in support of child welfare programs/services administered or supervised by the vendor.

Courtesy Supervision - Case supervision provided by a Lead Agency to a client/family whose case jurisdiction is in another geographic area not covered by the Lead Agency; this includes case supervision of children placed pursuant to the Interstate Compact on the Placement of Children.

Cultural Competence - A set of congruent behaviors, attitudes and policies that allows professionals to work effectively in cross-cultural situations.

Earned Federal Trust Funds - Dollars in the contract that must be earned from the federal government by conducting activities allowable by federal funding sources. These funds are a significant amount of the total budget for every child protection contract and these funds cannot be replaced by state general revenue. Federal earnings are based on the total cost for an allowable activity multiplied by the federal financial participation (FFP) rate up to any contracted cap on the amount of funding available or the allowable cost of a reimbursable activity.

General Appropriations Act (GAA) - The authorization of the Legislature for the expenditure of amounts of money by an agency for stated purposes in the performance of the functions it is authorized by law to perform.

GAA Measure – A performance measure established by the Florida Legislature in the General Appropriations Act to assess agency outcomes in relation to appropriations.

Florida Safe Families Network (FSFN) - The State Automated Child Welfare Information System (SACWIS) for the State of Florida. FSFN is the electronic record for each case. It contains information regarding a particular child and his or her family.

Individualized Services – Services that are delivered in accordance with strengths and needs identified, both by the client and through valid professional assessments, and guided by an individualized case plan. The service needed should be provided at the specific level, intensity and duration needed by the individual family.

Integrated Planning – A planning process that includes interagency planning, resource-shaping and service delivery linked among the Department's programs and the community's service agencies. Through a shared philosophy, coordinated intake, service planning, care management and continuity of service provision, the system of care should appear seamless to the child and family. Information systems must be designed to support this approach.

Interstate Compact on the Placement of Children (ICPC) – A cooperative agreement among member states (all 50 states, Washington D.C. and the Virgin Islands) that provides a process through which children are placed in safe and suitable homes in a timely manner; and facilitates supervision of the placement, provision of services, continuing legal jurisdiction for placement and care of the child until child is adopted, emancipated or discharged from out of home care with the concurrence of both the sending and receiving states.

Lead Agency - The qualified Florida corporation or a governmental entity responsible for coordinating, integrating and managing a local system of supports for eligible children and their families. The Community-Based Care Lead Agency is a single entity with which the department has a contract for the provision of care for children in the child protection and child welfare system in a community that is no smaller than a county and no larger than two contiguous judicial circuits. The secretary of the department may authorize more than one eligible lead agency within a single county if doing so will result in more effective delivery of services to children.

Master Trust Fund - Either the Department's Master Trust Declaration, or the designated client trust accounts or sub-accounts created within the Master Trust, as the context requires. The money or property placed in the trust account, or any sub-account for the client is held in trust, administered and disbursed for the benefit of the client in accordance with Sections 402.17 and 402.33, Florida Statutes, the Declaration of Master Trust and Chapter 65C-17, Florida Administrative Code. Funds for the client's needs will be disbursed by the Department or the lead agency, as Trustee, in accordance with Sections 402.17 and 402.33, F.S.

Optimal Program Design - A service program design that represents the most efficient, effective use of funds and that is in the best interest of the state.

Outcome - A measure of the quantified result, impact, or benefit of program tasks on the clients, customers, or users of the services.

Qualified Non Profit Organization - An organization that is registered with the Florida Department of State, Division of Corporations as a nonprofit corporation and is certified as tax exempt under section 501(c)(3) of the Internal Revenue Code.

Quality Assurance - Periodic external review activities conducted by the Department and the lead agency/vendor to assure that the agreed upon level of services is achieved and maintained by the lead agency and its subcontractors. Quality assurance activities will assess compliance with contract requirements, state and federal law and associated administrative rules, regulations, and operating procedures and validate quality improvement systems and findings.

Quality Improvement - Continuous internal improvements in service provision and administrative functions. The systematic on-going process of improving performance, both in process and end of process indicators, in order to meet the customer's valid requirements.

Quality Management Plan - A document that describes an approach to, responsibilities for, and implementation of, quality assurance and quality improvement.

Readiness Assessment - A formalized process to determine that the Community-Based-Care Lead Agency is certified to be ready to deliver all foster care and related services.

Reply - A document submitted in reply to an Invitation to Negotiate procurement document to be considered for contract award as a lead agency for the Department.

State Fiscal Year - The period from July 1 through June 30.

System of Care - A comprehensive continuum of child welfare and related services provided in a specific geographic area that incorporates the local community's priorities for child safety, well-being and permanency.

Temporary Assistance to Needy Families (TANF) - Federal block grant funds used to provide a very broad range of benefits for the purpose of helping to maintain children in the home of their parent(s) or in the home of an unlicensed relative.

Title IV-E Waiver - The Title IV-E Waiver allows federal IV-E foster care funds to be used for a wide variety of child welfare purposes rather than being restricted to out-of-home care, as normally the case under federal law. This permits funds to be used for child welfare services including prevention, diversion from out-of-home placement through intensive in-home services, reunification, when this can be accomplished safely and permanency as well as for foster care.

1.6 SUPPORTING DOCUMENTATION

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

Subject	Description	Link
What is Community-Based Care?	Department's CBC Website	http://www.myflfamilies.com/service-programs/community-based-care
Florida's Center for Child Welfare	Information & Training Resources	http://www.centerforchildwelfare.org/
Federal and State Laws, Regulations and Department Operating Procedures	Authority and Requirements Reference Guide	http://www.dcf.state.fl.us/programs/cbc/docs/CBC%20Authority%20and%20Requirements%20Reference%20Guide.PDF
CBC Contract Documents by reference	General Documents Incorporated by Reference	http://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference
General Information for the Department of Children and Families	Florida Department of Children and Families Website	http://www.myflfamilies.com/
Essential Links for DCF Child Welfare	DCF Child Welfare Information	http://www.myflfamilies.com/service-programs/child-welfare
Vendor Bid System	Search Advertisements on the VBS	http://www.myflorida.com/apps/vbs/vbs_wvw.search_r2.criteria_form

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://www.myflorida.com/apps/vbs/vbs_www.search_r2.criteria_form.

To find postings at such location:

1. Under "Agency" select Department of Children and Families
2. Scroll down to the bottom of the screen and click on "Advertisement 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)(c), 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:	Thursday December 21, 2018	4:00 pm	DMS VBS Electronic Posting site: http://www.myflorida.com/apps/vbs/vbs_search_r2.criteria_form	2.2.1
Sealed Replies must be received by the Department:	Monday January 21, 2019	1:00 pm	Attn: Debra Kuhn Procurement Manager Dept. of Children & Families 401 NW 2 nd Avenue, Suite N-1007 Miami, FL 33128 Debra.Kuhn@myflfamilies.com	2.9, 4.1

Activity	Date	Time Eastern	Address	Section Reference
* Reply Opening and Review of Mandatory Requirements (PUBLIC MEETING):	Monday January 21, 2019	1:01 pm	Visionary Room – Room N1011 Dept. of Children & Families 401 NW 2 nd Avenue, Suite N-1007 Miami, FL 33128	4.2.2, 5.2
Anticipated posting of qualified Vendors (Move Forward/Short-list) for Negotiation:	Monday February 4, 2019	4:00 pm	DMS VBS Electronic Posting site: http://www.myflorida.com/apps/vbs/vbs_www.search_r2.criteria_form	5.3.5
* Anticipated Oral Presentation period (PUBLIC MEETING):	Tuesday February 5, 2019	9:00 am to 5:00 pm	Visionary Room – Room N1011 Dept. of Children & Families 401 NW 2 nd Avenue, Suite N-1007 Miami, FL 33128	5.4.4.1
* Meeting to Solicit Public Comments (PUBLIC MEETING):	Wednesday February 6, 2019	5:00 pm to 7:00 pm	Visionary Room – Room N1011 Dept. of Children & Families 401 NW 2 nd Avenue, Suite N-1007 Miami, FL 33128	5.5
* Anticipated negotiation period (PUBLIC MEETING):	Thursday-Friday February 7- 8, 2019	8:30 am to 5:00 pm	Visionary Room – Room N1011 Dept. of Children & Families 401 NW 2 nd Avenue, Suite N-1007 Miami, FL 33128	5.4
* Meeting of Negotiation Team to Develop Recommendation for Award (PUBLIC MEETING):	Monday February 11, 2019	1:00 pm	Visionary Room – Room N1011 Dept. of Children & Families 401 NW 2 nd Avenue, Suite N-1007 Miami, FL 33128	5.5
Anticipated posting of Intended Contract Award on or before:	Monday February 18, 2019	4:00 pm	DMS VBS Electronic Posting site: http://www.myflorida.com/apps/vbs/vbs_www.search_r2.criteria_form	5.5.4
Anticipated Effective Date of Contract:	July 1, 2019	N/A	N/A	1.3

Activity	Date	Time Eastern	Address	Section Reference
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* 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 the public (except for the Meeting to Solicit Public Comments during which comments will be taken).

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.

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2.6 RECEIPT OF REPLIES

2.6.1 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.

2.6.2 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.

2.6.3 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.

2.6.4 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.

2.6.5 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.

2.6.6 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.

2.6.7 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.

2.7 FORM PUR 1001 (APPENDIX XI)

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

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

2.8 DEPARTMENT'S RESERVED RIGHTS

2.8.1 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.

2.8.2 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.

2.8.3 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.

2.8.4 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.

2.8.5 Reserved Rights After Notice of Award

2.8.5.1 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.

2.8.5.2 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.

2.8.6 Other Reserved Rights

The Department reserves all rights described elsewhere in this ITN.

SECTION 3. SPECIFICATIONS

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

3.1 MINIMUM PROGRAMMATIC SPECIFICATIONS

The selected vendor shall perform the tasks outlined in **APPENDIX IX – THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I** in accordance with all terms thereof, which is being posted on the VBS with this ITN, and incorporated by reference.

3.2 MINIMUM FINANCIAL SPECIFICATIONS

The selected vendor shall be compensated in the manner set forth in **APPENDIX IX – THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I** in accordance with all terms therein, which is being posted on the VBS with this ITN, and incorporated by reference.

3.2.1 Funding Sources

The Lead Agency for Circuit 11 and 16, Southern Region, is funded by: State funds, Federal Block Grants and Federal Uncapped Grants. The Estimated Schedule of Funds identifies the estimated dollar amount of the total cost of the program to be funded by all governmental sources for the period July 1, 2017 through June 30, 2018 (**APPENDIX XII- SCHEDULE OF FUNDS**). The figures contained therein are a projection of funding to Circuit 11 and 16, Southern Region, based upon current fiscal year allocation and Lead Agency’s ability to earn federal funds through proper eligibility determination. All funding is subject to fiscal year appropriations by the Legislature.

To receive any federal Promoting Safe and Stable Families (PSSF) grant dollars, the successful Vendor is responsible for a minimum local community match equal to twenty-five percent (25%) of the PSSF funds expended for this program. To receive any State Access and Visitation (SAV) grant dollars, the successful Vendor is responsible for a minimum local community match equal to ten percent (10%) of the SAV funds expended for this program. Allowable match can be non-public, third party, in-kind or cash but the expenditure or use of such match must directly support the PSSF program through the delivery of family preservation, family support, time-limited family reunification, and adoption promotion and support services. The Vendor must document the receipt and expenditure of the required match during each state fiscal year.

Match reports, which identify the amount and type of match contributed and expended, must document what services the match supported. The reports are to be submitted as described in **APPENDICES VIII and IX –THE DEPARTMENT’S LEGACY STANDARD CONTRACT and ATTACHMENT I**.

3.2.2 Allowable Costs

The selected Vendor must submit a completed Cost Allocation Plan (CAP) developed in accordance with the appropriate part of Federal Regulations (2 Code of Federal Regulations (CFR) Part 225 for governmental agencies and 2 CFR 230, for nonprofit agencies, and 45 CFR Part 74 for commercial organizations) prior to the execution of the contract. The CAP must be approved by the Department prior to the execution of the contract. Refer to **APPENDICES VIII and IX –THE DEPARTMENT’S LEGACY STANDARD CONTRACT, and ATTACHMENT I, Section 4, Method of Payment**, for further details. The CBC CAP Template (FY 2017-18) is maintained on the Department’s website at: <http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments>.

3.2.3 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.

3.3 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-1.031(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.

3.4 COMPOSITION OF THE CONTRACT

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

3.4.1 THE DEPARTMENT'S LEGACY STANDARD CONTRACT and ATTACHMENT I (APPENDICES VIII and IX)

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

3.4.2 FORM PUR 1000 (APPENDIX X)

Form PUR 1000 is attached by reference into the Department's Legacy Standard 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.

3.4.3 Other Attachments or Exhibits

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

3.5 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.

3.5.1 APPENDICES VIII and IX - THE DEPARTMENT'S LEGACY STANDARD CONTRACT and ATTACHMENT I

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

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITN

4.1 HOW TO SUBMIT A REPLY

4.1.1 Mandatory Reply Deadline

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

4.1.2 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**.

4.1.3 Number of Copies Required and Format for Submittal

Vendors shall submit seven (7) electronic copies of the Programmatic Reply and seven (7) electronic copies of the Financial Reply. Each electronic copy must be on its own write protected USB Flash Drive.

4.1.4 Electronic Copy Format

The required electronic format of the reply is a write protected USB Flash Drive. 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.

4.2 CONTENT OF THE PROGRAMMATIC REPLY

4.2.1 Programmatic Reply Title Page

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

- 4.2.1.1** Title of reply;
- 4.2.1.2** ITN number;
- 4.2.1.3** Prospective vendor's name and federal tax identification number and DUNS#;
- 4.2.1.4** Name, title, telephone number and address of the person who is authorized to bind the vendor to the reply;
- 4.2.1.5** Name of program coordinator (if known); and
- 4.2.1.6** Email address of the Vendor's Point of Contact who can respond to inquiries regarding the reply

4.2.2 TAB 1: MANDATORY REQUIREMENTS

The following are the Mandatory Requirements for this ITN:

4.2.2.1 Certificate of Signature Authority

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

4.2.2.2 Mandatory Certifications

The reply must include the 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 (l).

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** (m) through (p) for which a vendor qualifies. Completion of the Tie Breaking Certifications is mandatory for qualifying vendors if the vendor does not desire to waive all rights to consideration of a "tie breaker."

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4.2.3 TAB 2: TABLE OF CONTENTS

4.2.3.1 PROGRAMATIC REPLY

ITN			REPLY	
ITN Page	Section	Subject	Reply Page(s)	Subject
19	4.2.1	Programmatic Reply Title Page		Programmatic Reply Title Page
TAB 2 - TABLE OF CONTENTS				
ITN Page	Section	Subject	Reply Page(s)	Subject
19	4.2.2	Mandatory Requirements		Certificate of Signature Authority
				Mandatory Certifications
				Tie Breaking Certifications
TAB 3 - TABLE OF CONTENTS				
ITN Page	Section	Subject	Reply Page(s)	Subject
21	4.2.3	Table of Contents		Table of Contents
TAB 4 - EXECUTIVE OVERVIEW				
ITN Page	Section	Subject	Reply Page(s)	Subject
25	4.2.4	Executive Overview		Executive Overview

QUESTION 1 - SECTION 4.2.5.1 - ORGANIZATION AND GOVERNANCE STRUCTURE				
ITN Page	Consideration #	Reply Page(s)	Consideration #	
47	APPENDIX VI- VENDOR INFORMATION		APPENDIX VI- VENDOR INFORMATION	
146	1		1	
146	2		2	
147	3		3	
147	4		4	
QUESTION 2 - SECTION 4.2.5.2 - EXPERIENCE				
ITN Page	Consideration #	Reply Page(s)	Consideration #	
148	1		1	

QUESTION 3 – SECTION 4.2.5.3 - SUBCONTRACTING			
ITN Page	Consideration #	Reply Page(s)	Consideration #
149	1		1
149	2		2
48	APPENDIX VII – SUBCONTRACTOR LIST		APPENDIX VII – SUBCONTRACTOR LIST
QUESTION 4 – SECTION 4.2.6.1 MANAGEMENT AND ADMINISTRATIVE – GENERAL TASKS ATTACHMENT I SECTION 1.5.1			
ITN Page	Consideration #	Reply Page(s)	Consideration #
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150	2		2
150	3		3
150	4		4
151	5		5
151	6		6
151	7		7
QUESTION 5 – SECTION 4.2.6.2 COORDINATION WITH OTHER PROVIDERS/ENTITIES ATTACHMENT I SECTION 1.5.2			
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152	2		2
153	3		3
153	4		4
153	5		5
QUESTION 6 – SECTION 4.2.6.3 STAFF DEVELOPMENT AND TRAINING ATTACHMENT I SECTION 1.5.3			
ITN Page	Consideration #	Reply Page(s)	Consideration #
154	1		1
154	2		2
154	3		3
QUESTION 7 – SECTION 4.2.6.4 QUALITY ASSURANCE (QA) AND CONTINUOUS QUALITY IMPROVEMENT (CQI) ATTACHMENT I SECTION 1.5.4			
ITN Page	Consideration #	Reply Page(s)	Consideration #
155	1		1

155	2		2
155	3		3
155	4		4
QUESTION 8 – SECTION 4.2.6.5 LICENSING TASKS AND RECRUITING, TRAINING AND RETAINING FOSTER FAMILIES ATTACHMENT I SECTION 1.5.5			
ITN Page	Consideration #	Reply Page(s)	Consideration #
156	1		1
156	2		2
156	3		3
156	4		4
157	5		5
QUESTION 9 – SECTIONS 4.2.6.6 PLACEMENT SERVICES ATTACHMENT I SECTION 1.7.2			
ITN Page	Consideration #	Reply Page(s)	Consideration #
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158	2		2
158	3		3
159	4		4

QUESTION 10 – SECTIONS 4.2.6.7 and 4.2.6.8 CHILD PROTECTION TASKS, SAFETY MANAGEMENT AND FAMILY PRESERVATION SERVICES ATTACHMENT I SECTIONS 1.6.1 and 1.6.2			
ITN Page	Consideration #	Reply Page(s)	Consideration #
160	1		1
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161	3		3
161	4		4
161	5		5
162	6		6
QUESTION 11 – SECTIONS 4.2.6.9 ADOPTION SERVICES ATTACHMENT I SECTIONS 1.7.1			
ITN Page	Consideration #	Reply Page(s)	Consideration #
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163	2		2
163	3		3
QUESTION 12 – SECTION 4.2.6.10 LIFE SKILLS DEVELOPMENT AND EDUCATION ATTACHMENT I SECTIONS 1.8.1			
ITN Page	Consideration #	Reply Page(s)	Consideration #
164	1		1
164	2		2
165	3		3
165	4		4
QUESTION 13 – SECTION 4.2.6.11 INDEPENDENT LIVING AND EXTENDED FOSTER CARE ATTACHMENT I SECTIONS 1.8.2			
ITN Page	Consideration #	Reply Page(s)	Consideration #
166	1		1
QUESTION 14 – SECTION 4.2.6.12 HEALTH SERVICES ATTACHMENT I SECTIONS 1.8.3			
ITN Page	Consideration #	Reply Page(s)	Consideration #
167	1		1
167	2		2
QUESTION 15- SECTION 4.2.6.13 PERFORMANCE SPECIFICATIONS ATTACHMENT I SECTION 2			
ITN Page	Consideration #	Reply Page(s)	Consideration #
168	1		1
168	2		2
168	3		3
169	4		4
QUESTION 16 - SECTION 4.2.7.1 – LEADERSHIP TEAM			
ITN Page	Consideration #	Reply Page(s)	Consideration #
170	1		1
170	2		2
QUESTION 17 – SECTION 4.2.7.2 – DIRECT SERVICE STAFFING ATTACHMENT I SECTION 1.9.1			
ITN Page	Consideration #	Reply Page(s)	Consideration #
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171	2		

**QUESTION 18 – SECTION 4.2.8.1 TRANSITION PLAN
ATTACHMENT I SECTION 1.4.5**

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172	2		2
172	3		3
172	4		4
172	5		5
173	6		6

4.2.3.2 FINANCIAL REPLY (Limited to 50 Pages)

ITN PAGE	SECTION	SUBJECT	Reply Page(s)	SUBJECT
29	4.3.1	Financial Reply Title Page		Financial Reply Title Page
TAB A – FINANCIAL INFORMATION ATTACHMENT I SECTIONS 1.9.5 – 1.9.6				
ITN PAGE	SECTION	SUBJECT	Reply Page(s)	SUBJECT
29	4.3.2.1	Financial Management		Financial Management
30	4.3.2.2	Proposed Service Efficiencies and Reinvestment		Proposed Service Efficiencies and Reinvestment
30	4.3.2.3	Ongoing Approach to Reduce Administrative Costs and Expand Services		Ongoing Approach to Reduce Administrative Costs and Expand Services
30	4.2.3.4	Local Match		Local Match
TAB B – BUDGET ATTACHMENT I SECTION 1.9.5 – 1.9.8				
30	4.3.3	Budget		Budget
30	4.3.3	CBC Annual Service by Budget Category – FY 2017-18		CBC Annual Service by Budget Category – FY 2017-18
30	4.3.3	CBC Functional Budget Template – FY 2014-2015		CBC Functional Budget Template – FY 2014-2015

4.2.4 TAB 3: EXECUTIVE OVERVIEW (Limited to 5 pages)

The Vendor shall provide a brief executive overview demonstrating an understanding of the ITN Introduction and Statement of Purpose in **Sections 1.1 and 1.2**, and the needs specified in this ITN. The Executive Overview should also include a brief description of the vendor's Organization, Leadership Credentials, approach for Scope of Work services, management of Performance Specifications and completing Deliverables as defined in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX)**.

4.2.5 TAB 4: COMPANY QUALIFICATIONS AND EXPERIENCE

(Limited to 10 pages)

This section shall address the services in the Introduction and Statement of Purpose in **Sections 1.1 and 1.2** of this ITN, and the Vendor's ability to provide the services.

4.2.5.1 Organization and Governance Structure. The vendor shall complete **Appendix VI, Vendor Information**, and attach it as the first page of this section. The vendor shall describe its organization and governance structure, depicting clear lines of authority including corporate affiliations; describe how the structure represents a lean, efficient and effective administrative model; describe experience and achievements in developing a governance model is designed to avoid conflicts of interest. In the case of a newly created entity, describe the structure of the new entity with lines of authority between the new entity and each of its founding agencies, including statewide and corporate affiliations. Include a table of organization and identify key roles including but not limited to, program management, program development, financial management, quality assurance, and information systems. For each key position, include duties and responsibilities. Include a listing of the Board of Directors, their names, affiliations, titles, work addresses, and terms of office. The vendor should state how the vendor intends to employ the board governance process described in **Section 5.9 of APPENDIX IX- THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I.**

4.2.5.2 Experience. The vendor must describe any experience in providing similar services as requested in this ITN and **APPENDIX IX – THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I.** The experience should include work done by the individuals who will be assigned to the work described in this ITN, as well as the overall experience of the organization. State whether the vendor was the prime contractor or a subcontractor and whether it worked in cooperation with a subcontractor. Where applicable, clearly note the vendor's related experience which included individuals who will be assigned and their role on the past project.

4.2.5.3 Subcontracting. See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.9.3).** Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.9.3).** The Vendor shall describe its process for subcontracting for services. The description will include prohibited agencies/individuals, the competitive procurement, a payment provision related to Performance Measures in **Section 2.1. (APPENDIX IX – THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I).** The vendor must list all identified subcontracts, or the plan and approach to vet, identify and recruit, and retain subcontractors who are a Recipient/Subrecipient of Federal or State Financial Assistance, who will provide proposed services. The Vendor shall provide a detailed description of any work to be subcontracted, including information describing the qualifications and relevant experience of any proposed subcontractors which will demonstrate the subcontractor(s)' ability to successfully complete the work described in this ITN and its appendices, attachments, exhibits and referenced supporting documentation. The Vendor shall complete and attach **APPENDIX VII, SUBCONTRACTOR LIST** for each subcontractor that is determined to have a Recipient/Subrecipient relationship.

4.2.6 TAB 5: SERVICES APPROACH AND SOLUTION

(Limited to 125 pages, including exhibits, charts and tables)

The vendor shall describe the method/processes of the delivery, management, coordination, and integration of a community-based child welfare system of care for the provision of foster care and related services required by this ITN. In order to facilitate the reply evaluation process, vendors

should format this reply section in a way that is clearly delineated for each of these service areas as defined.

4.2.6.1 Management and Administrative – General Tasks

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.5.1)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the section requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.5.1)**.

4.2.6.2. Coordination with Other Providers/Entities

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.5.2)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.5.2)** Replies should include a list of all Memorandums of Agreement(MOA)/Understanding(MOU) and indicate for each MOA/MOU: 1. The type of agreement; 2. The name of the Community Stakeholder(s); 3. The purpose of the MOA/MOU; and 4. The effective and ending dates. Additionally, Replies should include contact information for Service Providers and Community Stakeholders actively engaged in a collaborative partnership with the Vendor.

4.2.6.3. Staff Development and Training

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.5.3)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.5.3)**.

4.2.6.4. Quality Assurance and Continuous Quality Improvement

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.5.4)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.5.4)**.

4.2.6.5. Licensing Tasks and Recruiting, Training and Retaining Foster Families

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.5.5)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.5.5)**.

4.2.6.6. Placement Services

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.7.2)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.7.2)**.

4.2.6.7. Child Protection Tasks

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.6.1)**. Demonstration of how the Vendor has successfully addressed the same or similar

issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.6.1)**.

4.2.6.8. Safety Management and Family Preservation Services

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.6.2)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.6.2)**.

4.2.6.9. Adoption Services

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.7.1)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.7.1)**.

4.2.6.10. Life Skills Development Services and Education

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.8.1)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.8.1)**.

4.2.6.11 Independent Living and Extended Foster Care

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.8.2)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.8.2)**.

4.2.6.12 Health Services

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.8.3)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.8.3)**.

4.2.6.13 Performance Specifications

See **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 2)**. Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 2)**. The Vendor shall describe the approach to meeting performance targets specified and describe methods by which staff and/or subcontractor agencies will be held accountable for performance targets, including incentives and penalties if applicable. Describe methods to ensure that staff at all levels, and within subcontract agencies, are informed of, and encouraged to achieve, applicable performance targets. Provide a description of the systematic review and improvement from performance.

4.2.7 TAB 6: CORE TEAM AND STAFFING (Limited to 25 pages)

4.2.7.1 Leadership Team. The vendor shall describe the qualifications and credentials of their leadership team with an explanation of why the leadership team is qualified to lead their organization in meeting the needs of this ITN. In addition, the vendor must include résumés for key leadership personnel describing their work experience, education, and training as it relates to the requirements of this ITN and **APPENDIX IX – THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I.**

4.2.7.2 Direct Service Staffing. See **THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.9.1).** Demonstration of how the Vendor has successfully addressed the same or similar issues in the referenced section is required; however, replies are not limited to the requirements identified in **THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.9.1).** Describe the Vendor’s operational approach to the recruitment, training, supervision and retention of qualified direct service personnel. The Vendor shall provide the proposed outline or hierarchical structure with determinations on how staff will be organized by caseload, function and subcontractor duty. Functions to be staffed by Vendor must be clearly demarcated from those proposed for subcontracting. Emphasize practices performed to train, supervise and maintain qualified personnel with the goal of minimal caseload disruption. Define approach to recruitment of culturally diverse staff able to meet the unique cultural needs of the proposed community served. Include all applicable personnel grievance and conflict resolution practices. Explain how the organization, subcontractors and staffing levels will best meet the performance standards required to perform community-based care. Describe the credentials for Human Resources and professional level employees.

4.2.8 TAB 7: TRANSITION PLAN (Limited to 20 pages)

4.2.8.1 See **THE DEPARTMENT’S LEGACY STANDARD CONTRACT ATTACHMENT I (APPENDIX IX- Section 1.4.5).** The primary goal and guiding principle of transition planning is to ensure child safety and continuity of service to families being served during the transition period. Mutual cooperation among all parties is essential in achieving this goal. All Vendors must submit effective plans to transition to the various potential characteristics of a successor.

4.3 CONTENT OF THE FINANCIAL REPLY (Limited to 50 Pages)

4.3.1 Financial Reply Title Page

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

- 4.3.1.1** Title of reply;
- 4.3.1.2** ITN number;
- 4.3.1.3** Prospective vendor’s name, federal tax identification and DUNS number;
- 4.3.1.4** Name, title, telephone number and address of the person who is authorized to bind the vendor to the reply;
- 4.3.1.5** Name of program coordinator (if known); and
- 4.3.1.6** Email address of the Vendor’s Point of Contact who can respond to inquiries regarding the reply

4.3.2 TAB A: FINANCIAL INFORMATION

4.3.2.1 Financial Management

The vendor must describe its current financial management and accounting systems and capability to generate financial reports on utilization, cost, claims, billing and collections for funders and other Southern Region stakeholders. The Vendor should provide evidence of the ability to secure

diverse financial resources apart from CBC contracted dollars, e.g., charitable donations, corporate, and foundation funds and in-kind supports to enhance or expand services, as well as, maximization of community financial support and volunteer programs. The Vendor must describe current funding sources and fund development results for the last three years. The Vendor must present an organizational strategy to ensure continuous financial viability. The Vendor should provide evidence of the ability to manage cash flow in the context of the anticipated scope and size of this project. The Vendor must also describe how they will provide resources at no cost to the Department for transition of services (if applicable). Address experience with federal funding for child welfare, including Title IV-E and IV-A funds as they relate to obtaining and maintaining eligibility for child welfare services. The Vendor must also provide copies of any management letters and results from audited financial statements.

4.3.2.2 Proposed Service Efficiencies and Re-investment

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

4.3.2.3 Ongoing Approach to Reduce Administrative Costs and Expand Services

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

4.3.2.4 Local Match

In its reply, the Vendor shall identify how the local community match requirement will be met. Please refer to **Section 3.2.1** for information on the match.

4.3.3 TAB B: BUDGET

The vendor must provide a five (5) year financial model/budget that provides a basis for the cost of services to be provided by functional area, as well as administrative costs for the Lead Agency and all subcontractors. The results should be submitted by functional area and then totaled where appropriate. The Vendor shall use the spreadsheet models provided to submit the responses using the forms identified below.

1. CBC Fiscal Attachments:

<http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments> CBC Annual Service by Budget Category – FY 2017-18

2. CBC Fiscal Attachments Archive:

<http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments-archive> CBC Functional Budget Template – FY 2014-2015

Each Vendor shall complete all sections of the CBC Annual Budget by Service Category– FY 2017-2018 and the CBC Functional Budget Template–FY 2014-2015. The completed spreadsheets must be submitted in the original reply in a hard copy format as well as included in the electronic Financial Reply. The electronic response of the completed spreadsheets must be submitted as both a Microsoft Excel 2007 version and an Adobe Acrobat PDF file format. The budget totals should be based on available funding projections, if any (**APPENDIX XII, SCHEDULE OF FUNDS**), and if different, the vendor should explain the differences.

4.4 PUBLIC RECORDS AND TRADE SECRETS

4.4.1 Replies and Other Submissions Are Property of the State

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

4.4.2 Replies and Other Submissions are Subject to Public Inspection

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

4.4.3 How to Claim Trade Secret Protection

If the Vendor considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Vendor must submit all such information in a separately bound document (or in the case of electronic media, a separate CD, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Reply, ITN No. – SNR18FS02ITN, Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its reply to be trade secret the Vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

4.4.4 Vendor's Duty to Respond to Public Records Requests

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

4.5 DEPARTMENT NOT OBLIGATED TO DEFEND VENDOR CLAIMS

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

SECTION 5. THE SELECTION METHODOLOGY

The Department intends to award the contract to the responsive vendor(s) that the Secretary, or his or her designee, determines to be the best value to the State of Florida, 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 company structure, subcontractors, and experience to deliver its proposed solution/services including the vendor track record providing services similar to the one specified in this ITN.
<ul style="list-style-type: none"> The vendor's articulation of its solution/services, the Vendor's capability, and the ability of the solution/services to meet the requirements of this ITN and provide additional value.
<ul style="list-style-type: none"> The skills and experience of the vendor's leadership team, staff and resources the vendor will use in implementing its solution/services.
<ul style="list-style-type: none"> The vendor's financial management approach, proposed budget and related financial information.

The Department may consider any information or evidence which comes to its attention and which reflects upon a vendor's capability to fully perform the contract requirements and/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, List of Evaluators

The Department's Evaluators, Ginger Griffeith (Director of Child Welfare Continuous Quality Improvement), Traci Leavine (Director of Child Welfare Practice and Policy), April May (Community Development Director, Suncoast Region), and Stephanie Weis (Family and Community Services Director, Central Region), will independently evaluate each Programmatic Reply in accordance with the following criteria found in **APPENDIX XIII – EVALUATION MANUAL**:

Criteria	Relative Value
<ul style="list-style-type: none"> The Vendor's company structure, subcontractors, and experience to deliver its proposed solution/services including the Vendor track record providing services similar to the ones specified in this ITN. 35 Points. <ul style="list-style-type: none"> Company Qualifications and Experience 	1.36%

Criteria	Relative Value
<ul style="list-style-type: none"> ▪ Organization and Governance Structure – 20 pts ▪ Experience – 5 pts ▪ Subcontracting – 10 pts <p>(Appendix XIII- EVALUATION MANUAL - Questions 1-3)</p>	
<ul style="list-style-type: none"> • Vendor's articulation of its solution/services, the Vendor's capability, and the ability of the solution/services to meet the requirements of this ITN and provide additional value. 1,390 Points. <ul style="list-style-type: none"> ○ Services Approach and Solution <ul style="list-style-type: none"> ▪ Management and Administration-General Tasks– 110 pts ▪ Coordination with Other Providers/Entities – 60 pts ▪ Staff Development and Training – 50 pts ▪ Quality Assurance and Continuous Quality Improvement – 100 pts ▪ Licensing Tasks & Recruitment, Training & Retaining of Foster Families – 310 pts ▪ Placement Services – 215 pts ▪ Child Protection, Safety Management & Family Preservation - 340 pts ▪ Adoption Services – 250 pts ▪ Life Skills Development and Education – 175 pts ▪ Independent Living and Extended Foster Care – 125pts ▪ Health Services – 175 Pts ▪ Performance Specifications - 175 pts <p>(Appendix XIII- EVALUATION MANUAL - Questions 4-15)</p>	80.97%
<ul style="list-style-type: none"> • The skills and experience of the Vendors leadership team, staff and resources the Vendor will use in implementing its solution/services. 245 Points. <ul style="list-style-type: none"> ○ Core Team and Staffing <ul style="list-style-type: none"> ▪ Leadership Team – 55 pts ▪ Direct Service Staffing – 250 pts ▪ Transition Plan– 150 pts <p>(Appendix XIII- EVALUATION MANUAL - Questions 16 - 18)</p>	17.67%
<ul style="list-style-type: none"> • The Vendor's financial management approach, proposed budget and related financial information. ○ This criteria and information provided by the Vendor (Financial Reply) will not be used by or distributed to the Evaluators during the Evaluation Phase. This criteria and the Financial Reply will be used in the Negotiation Phase to assist the Negotiation Team in their recommendation to the Secretary or his/her designee in determining which vendor(s) present the best value to the State of Florida. 	0
TOTAL	100%

5.3.2 Total Score, Recommended Ranking and Competitive Range of Replies

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

Firm	Points Received	Rank
Company A	2,500	2
Company B	2,525	1
Company C	2,335	3*
Company D	2,250	5

Company E	2,335	3*
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**In the event that multiple firms have the same point score, the rank positions needed to cover those firms are the same. Each firm receives a rank of 3.*

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

5.3.3 Report of the Procurement Manager

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

5.3.4 Determination of Ranking

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

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

Upon approval of the list of vendors selected for negotiations by the Secretary or his/her designee, the Department will post the Move Forward/Short List on the VBS at: http://www.myflorida.com/apps/vbs/vbs_search_r2.criteria_form. 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/Short 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. LIST OF NEGOTIATORS

The Department intends to initially negotiate concurrently with the vendors on the Move Forward List approved by the Secretary, or his or her designee. The negotiators are: Lois Admire (Government Operations Consultant II, Suncoast Region), Traci Leavine (Director of Child Welfare Practice and Policy), Lisa Mayrose (Regional Managing Director, Suncoast Region), Marty Sokolosky (Operations and Management Consultant II, Southern Region), and Darrell Zabaldo (Chief of Budget Policy and Planning). However, the Department reserves the right, after posting notice thereof, to expand the Move Forward/Short List to include additional responsive vendors for negotiation or change the method of negotiation [e.g., concurrent versus by order of ranking], if it determines that to do either would be in the best interest of the state.

5.4.1 Supplemental Replies

The Department reserves the right to require vendors on the Move Forward/Short 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://www.myflorida.com/apps/vbs/vbs_search_r2.criteria_form.

5.4.2 Goal of Negotiations

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

5.4.3 Department Retains Discretion

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

5.4.4 Other Department Rights During Negotiations

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

- 5.4.4.1** Schedule oral presentations with any or all responsive vendor(s);
- 5.4.4.2** Schedule additional negotiating sessions with any or all responsive vendor(s);
- 5.4.4.3** Require any or all responsive vendor(s) to provide additional or revised replies and detailed written proposals addressing specified topics;
- 5.4.4.4** Require any or all responsive vendor(s) to provide a written best and final offer;
- 5.4.4.5** Require any or all responsive vendor(s) to address services, prices, or conditions offered by any other vendor;
- 5.4.4.6** 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;
- 5.4.4.7** Pursue the division of contracts between responsive vendor(s) by type of service or geographic area, or both;
- 5.4.4.8** 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);
- 5.4.4.9** Decline to conduct further negotiations with any vendor;
- 5.4.4.10** Reopen negotiations with any vendor;
- 5.4.4.11** Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this ITN;
- 5.4.4.12** Review and rely on relevant information contained in the replies received pursuant to **Section 4**; and
- 5.4.4.13** 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

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

5.5 FINAL SELECTION AND NOTICE OF INTENT TO AWARD CONTRACT

5.5.1 Department's Negotiation Team Recommendation

The Department's Negotiation Team will develop a recommendation as to the award that will provide the best value to the State of Florida 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 to the State of Florida 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 to the State of Florida. 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:

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

5.5.4 Posting Notice of Award

The Department will post the Notice of Intent to Award Contract, stating intent to enter into one (1) or more contracts with the vendor or vendors identified therein, on VBS http://www.myflorida.com/apps/vbs/vbs_search_r2.criteria_form. 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:

- 5.5.5.1** 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).
- 5.5.5.2** 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.
- 5.5.5.3** To post a notice of withdrawal of award in the event that the selected Vendor fails to execute the contract, defaults in performance, or if the Department determines, as a result of the Readiness Assessment, that the selected Vendor is unable to deliver all foster care and related services. In such event, the Department reserves the right to re-procure services in accordance with Rule 60A-1.006(3) Florida Administrative Code.

5.5.5.4 To schedule additional negotiation sessions after the 2019 Legislative session ends in order to incorporate any new Legislative requirements.

5.5.5.5 To require the successful Vendor to amend their contract to incorporate any revisions to the Standard Legacy Contract or any of its attachments and/or exhibits that are subsequently developed and issued by the Office of Child Welfare.

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APPENDIX II: CERTIFICATE OF SIGNATURE AUTHORITY

Check below and complete Section A or Section B	
<input type="checkbox"/>	Vendor is not a sole proprietorship (Complete Section A)
<input type="checkbox"/>	Vendor is a sole proprietorship (Complete Section B)
Section A	
<p>I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of Vendor) and have authority to make official representations by said Vendor regarding its official records and hereby state that my examination of the Vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the Vendor and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named Vendor in response to ITN # SNR18FS02ITN, and, in so doing, to bind the named Vendor to the statements made therein.</p>	
Dated:	
Signature:	
Printed Name:	
Title:	
<p>NOTE: In lieu of the above, the Vendor may submit a corporate resolution or other duly executed certification issued in the Vendor's normal course of business to prove signature authority of the named Authorized Representative.</p>	
Section B	
<p>I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of Vendor), and will be personally bound by the Proposal submitted in response to ITN # SNR18FS02ITN.</p>	
Dated:	
Signature:	
Printed Name:	

APPENDIX III: VENDOR'S CERTIFICATIONS

**MANDATORY CERTIFICATIONS
MASTER CERTIFICATION**

As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # **SNR18FS02ITN** (the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (a) through (m) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.

Check the applicable box next to the title to each certification:

True	False	
		a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document
		b. Certification of Representations Per Section 9 of PUR 1001
		c. Certification of Authority to Do Business in Florida
		d. Statement of No Involvement
		e. Conflict of Interest Statement (Non-Collusion)
		f. Certification Regarding Subcontractors and Other Providers
		g. Certification Regarding Lobbying
		h. Certification Regarding Scrutinized Companies List
		i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts
		j. Certification Regarding Prior Contractual Obligations
		k. Certification of Representations Per sections 287.133, and 287.134, F.S.
		l. Certification of a Drug Free Workplace

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

Signature of Authorized Representative:	Date:

a. Certification of binding Reply and Acceptance of Terms of ITN and Contract Document

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor's Reply is submitted in good faith in response to the Department of Children and Families Invitation to Negotiate (the ITN) and is binding on the Vendor in accordance with the terms of the ITN, that I have read, understood and agree with the terms and conditions of the ITN and, if awarded any contract as a result of the ITN, the Vendor will comply with the requirements, terms, and conditions stated in the ITN and the contract document. The Vendor further agrees that any intent by the Vendor to deviate from the terms and conditions set forth therein may result, at the Department's exclusive determination, in rejection of the reply.

APPENDIX III: VENDOR'S CERTIFICATIONS

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

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

c. Certification of Authority to Do Business in Florida

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

d. Statement of No Involvement

By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has:
Been awarded a contract that was procured using procedures other than those described in subsections 287.057 (1-3), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent contract to support this project;
Participated in drafting of a solicitation for this specific project; or
Developed a program for future implementation of this project.

e. Conflict of Interest Statement (Non-Collusion)

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

f. Certification Regarding Subcontractors and Other Providers

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

APPENDIX III: VENDOR'S CERTIFICATIONS

g. Certification Regarding Lobbying

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

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

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

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

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

h. Certification Regarding Scrutinized Companies List

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

APPENDIX III: VENDOR'S CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX III: VENDOR'S CERTIFICATIONS

j. Certification Regarding Prior Contractual Obligations

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

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

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

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

l. Certification of a Drug Free Workplace

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

APPENDIX III: VENDOR'S CERTIFICATIONS

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

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

MASTER CERTIFICATION - TIE BREAKING CERTIFICATIONS

As the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # SNR18FS02ITN (the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (n) through (p) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

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

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

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

Signature of Authorized Representative:	Date:
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m. Certification of a Certified Minority Business Enterprise

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

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

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

o. Certification of a Florida Business

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

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

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

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