

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
CENTRAL REGION FAMILY SAFETY PROGRAM**



INVITATION TO NEGOTIATE

**Behavioral Health Training for the
Child Protective Investigation Professional**

ITN#: 07FS1801

Mail or Deliver Responses to:
Sam Chaaban
Department of Children and Families
Contract Manager, Suite S1118
400 West Robinson Street
Orlando, FL 32801

Commodity Code #: 93141506; 86101808

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SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement

The Department of Children and Families (Department), Central Region Family Safety Program Office is issuing this solicitation for the purpose of obtaining the development and delivery of a Behavioral Health Training curriculum and consultation services for Child Protective Investigation Professionals that are charged with the responsibility to investigate child abuse and neglect. Any person interested in submitting a reply must comply with any and all terms and conditions described in the Invitation to Negotiate (ITN).

1.2 Statement of Purpose

The Department is seeking a single qualified vendor who will successfully develop and deliver a behavioral health training curriculum designed to enhance the skill sets of the child protection investigation professional's ability to identify, assess and document danger threats related to behavioral health and provide ongoing consultation related to investigations in which behavioral health is a contributing factor. The curriculum should ultimately develop subject matter experts who are certified as competent within the scope of the curriculum design.

The selected vendor will deliver, under agreement, these services to approximately 45-50 people per circuit on site. The following counties within the circuits listed below:

Circuit 5: Citrus, Hernando, Lake, Marion, Sumter
Circuit 9: Orange, Osceola
Circuit 10: Hardee, Highlands, Polk
Circuit 18: Brevard, Seminole

1.3 Term of the Agreement

The anticipated initial agreement period is **December 8, 2017 through June 30, 2018**. The contract may be renewed for a period not to exceed one (1) year or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement, accomplished at no cost to the Department, contingent upon satisfactory performance evaluations as determined by the Department, and 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 contact point for all communication regarding this ITN is:

Sam Chaaban, Procurement Manager

Mailing & Physical Address:

**Florida Department of Children and Families
400 West Robinson Street, Suite 1118
Orlando, FL 32801**

Email: Sam.Chaaban@myflfamilies.com

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

1.5 Definitions

1.5.1 Contract Terms

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

1.5.2 Program or Service Specific Terms

TERM	DEFINITION
Agreement, Contract, Direct Order (PO)	For the purpose of this procurement, the words contract, agreement, purchase order and direct order have been used interchangeable to describe a vehicle to be used to document agreement to the terms and conditions contained herein and negotiated thereafter and the manner by which the selected Vendor will be paid. More information regarding this final vehicle is found in Appendix IX.
Certification	Formal recognition process whereby an individual has demonstrated the knowledge, skills, and abilities, as evidenced by the successful completion of all applicable training instruction, field observations, appropriate response to case consultation as it related to the behavioral health training curriculum
Child Protective Investigator (CPI)	An authorized agent in a professional position within the Department or designated sheriff's office with the authority and responsibility of investigating reports of child abuse, neglect or abandonment received by the Florida Abuse Hotline as defined in Section 39.01(63).F.S.
Circuit	A specific geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system.
Circuit 5	Citrus, Hernando, Lake, Marion, Sumter
Circuit 9	Orange, Osceola
Circuit 10	Hardee, Highlands, Polk
Circuit 18	Brevard, Seminole
Department	The State of Florida, Department of Children and Families (DCF).
Curriculum	The aggregate of courses of study, in a particular sequence, using specified instructional strategies to learn basic knowledge, skills and abilities.
Subject Matter Expert (SME)	For the purpose of this ITN, a Subject Matter Expert is an individual who has completed the behavioral health training curriculum and is certified as competent within the scope curriculum design.
Central Region	The twelve (12) counties that comprise the geographical area of the Department of Children and Families – Central Region. These counties are: Citrus, Hernando, Lake, Marion, Sumter, Orange, Osceola, Seminole, Hardee, Hernando, Polk and Brevard. The Central Region is further subdivided into multiple circuits aligned to coincide with the local judicial circuit court system.
Trainee	For the purposes of this ITN, a trainee is a participant in the behavioral health training curriculum.
Safety Decision Making Methodology	The practice model provides a set of common core safety concepts for determining when children are safe, unsafe, or at risk of subsequent harm and how to engage caregivers in achieving change. Florida's practice model includes the expectation that when children are safe but at high or very high risk for future maltreatment, affirmative outreach and efforts will be provided to engage families

TERM	DEFINITION
	in family support services designed to prevent future maltreatment. When children are determined to be unsafe, safety management and case planning is non-negotiable. While service interventions are voluntary for children determined to be safe but at high or very high risk of future maltreatment, the child welfare professional should diligently strive to use motivational interviewing skills to facilitate the parent(s)/legal guardian(s)' understanding of the need for taking action in the present to protect their children from future harm. To accomplish effective application of the safety concepts, seven professional practices are employed: Engage, Partner, Collect Information, Assess and Understand Information, Plan for Child Safety, Plan for Family Change, and Monitor and Adapt Case Plans.

1.6 Supporting Documentation

The table below lists the supporting documentation, and the associated links to download the supporting documentation. These documents are hereby incorporated into this ITN by reference as if fully recited herein.

Description	Filename	Link	Cross Reference
Security Agreement Form	CF 0114 Security Agreement	http://dnp1.dcf.state.fl.us/DCFForms/Search/DCFFormSearch.aspx	Section 3.2.21.7
PUR Form 1000	PUR Form 1000 – General Contract Conditions	http://dms.myflorida.com/content/download/1906/8059	Section 3.3.3
PUR Form 1001	PUR 1001	http://dms.myflorida.com/index.php/content/download/1907/8062/version/9/file/1001.doc	Section 2.14

These documents will be discussed further in the Sections noted in the above table.

1.7 Small, Minority, and Florida Certified Veterans Business Participation

Small Businesses, Certified Minority and Florida Certified Veterans Business Enterprises are encouraged to participate in this solicitation including, but not limited to, the solicitation conference. 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 replies that meet the Mandatory Requirements of this ITN (see **Section 5.1 and Appendix VII**) and are otherwise responsive will be evaluated against the evaluation criteria set forth in this ITN. The Department will select one (1) or more vendors (Shortlist) to participate in negotiations.

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. Final agreement terms will be established with the selected Vendor.

2.2 Official Notices (POSTINGS) 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) website located at:
http://www.myflorida.com/apps/vbs/vbs_www.main_menu

In order to find postings at such location:

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

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

2.2.2 Public Records

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

2.3 Limitations on Contacting Department Personnel and Others.

2.3.1 General Limitations

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

2.3.2 Limitations During Negotiations Phase

During the negotiations 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 negotiations team for the Department is permissible, but only "on the record" (as required by s. 286.0113(2), Florida Statutes) during the negotiations meetings; and (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.

2.3.3 Violation of Contact Limitations

Violations of **Section 2.3** of this ITN will be grounds for rejecting a reply, if determined by the Department to be material in nature.

2.4 Schedule of Events and Deadlines

ACTIVITY	DATE	TIME (All Eastern)	ADDRESS	Section Reference
ITN advertised and released on Florida Vendor Bid System (VBS):	September 27, 2017	5:00 p.m.	DMS Vendor Bid System (VBS) Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.2.1
Notice of Intent to Submit a Reply to be received by the Department:	September 29, 2017	1:00 p.m.	Department of Children & Families Attn: Sam Chaaban, Procurement Manager Mailing Address: 400 West Robinson Street, Suite S1118 Orlando, FL 32801	2.5
*Solicitation Conference to be held:	September 29, 2017	1:00 p.m.	Department of Children & Families Physical Address: 400 West Robinson Street South Tower, Room # S1106F Orlando, FL 32801 Conference Number: 1-888-670-3525 Code: 7027600829	2.6
Submission of written inquiries must be received by:	October 6, 2017	1:00 p.m.	Department of Children & Families Attn: Sam Chaaban, Procurement Manager Mailing Address: 400 West Robinson Street Orlando, FL 32801, Suite S1118 Sam.Chaaban@myflfamilies.com	2.7
Deadline for Department's Response to Inquiries:	October 11, 2017	5:00 p.m.	DMS Vendor Bid System Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.7
Sealed Replies must be received by the Department:	October 25, 2017	1:00 p.m.	Department of Children & Families Attn: Sam Chaaban, Procurement Manager Mailing Address: 400 West Robinson Street, Suite S1118 Orlando, FL 32801	2.8

*Reply Opening and Review of Mandatory Requirements:	October 27, 2017	1:05 p.m.	Department of Children & Families Physical Address: 400 West Robinson Street South Tower, Room # S1106F Orlando, FL 32801	5.1
*Debriefing Meeting of the Evaluators and ranking of the replies:	November 2, 2017	11:00 a.m.	Department of Children & Families Physical Address: 400 West Robinson Street South Tower, Room # 1106F Orlando, FL 32801	5.2
Anticipated posting of qualified vendors ("Short List") for Negotiation:	November 9, 2017	5:00 p.m.	DMS Vendor Bid System (VBS) Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.2
*Organizational Meeting of Negotiation Team	November 27, 2017	10:30 a.m.	Department of Children & Families Physical Address: 400 West Robinson Street South Tower, Room #S1106F Orlando, FL 32801	5.3
Anticipated Negotiation Period	November 27-29, 2017	10:30 a.m.	Department of Children & Families Physical Address: 400 West Robinson Street South Tower, Room 1106F Orlando, FL 32801	5.3
*Meeting of Negotiation Team to Develop Recommendation for Award:	November 29, 2017	3:00 p.m.	Department of Children & Families Physical Address: 400 West Robinson Street South Tower, Room # 1106F Orlando, FL 32801	5.4
Anticipated posting of Intended Contract Award:	December 1, 2017	5:00 p.m.	Vendor Bid System (VBS) Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.4
Anticipated Effective Date of Agreement:	December 8, 2017	NA	NA	N/A

All vendors are hereby notified that the meetings noted with an asterisk above () are open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public (except for the Solicitation Conference, in which comments and questions will be taken from vendors).

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

2.5 Notice of Intent to Submit A Reply

Vendors who are interested in responding to this ITN are encouraged to send a Notice of Intent to Submit a Reply (**Appendix I**) to the Procurement Manager specified in **Section 1.4**, on or before the date and time specified in the Schedule of Events and Deadlines. Submission of a Notice of Intent is not a pre-requisite for acceptance of replies from prospective vendors.

2.6 Solicitation Conference Call

The purpose of the Solicitation Conference is to review the ITN with interested vendors so that areas of misunderstanding or ambiguity are clarified. The Department encourages all prospective vendors to participate in the solicitation conference, during which vendors may

pose questions. The Solicitation Conference will be held at the time and date specified in **Section 2.4**. Participation in the Selection Conference is not a pre-requisite for acceptance of replies from prospective Vendors.

2.6.1 Only responses posted on the VBS website are to be considered official Department responses to questions whether the question is presented during the Solicitation Conference Call or submitted in accordance with Section 2.7 below.

2.7 Written Inquiries

Other than during the Solicitation Conference Call prospective vendor questions will only be accepted if submitted in writing to the Procurement Manager specified in **Section 1.4**, via electronic mail, U.S. mail, or other delivery service, and received on or before the date and time specified in **Section 2.4**, Schedule of Events and Deadlines. No questions will be accepted by facsimile or telephone.

The responses to all inquiries, and clarifications or addenda if made to the ITN, will be made available by the date and time specified in **Section 2.4** through electronic posting on the VBS website at: http://vbs.dms.state.fl.us/vbs/main_menu.

2.8 Receipt of Replies

2.8.1 Reply Deadline

Replies must be received by the Department no later than the date/time and at the address provided in **Section 2.4**. 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 shall remain the responsibility of the prospective vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective vendor.

2.8.2 Binding Replies

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

2.8.3 Bid Bond Not Required

A bid bond or equivalent security is not required to submit a reply to this ITN.

2.8.4 Payment and Performance Bond Not Required

A payment and performance bond is not required for this contract and submission of evidence of the vendor's ability to do so is not required to submit a reply to this ITN.

2.8.5 Changes to Replies After Submission Prohibited

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

2.8.6 Receipt Statement

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

2.9 Request to Withdraw Reply

A written request to withdraw a reply, signed by the vendor, may be considered if received by the Department within seventy-two (72) hours after the reply opening time and date as specified in **Section 2.4** 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.

2.10 Notice of Intent to Award

The Department shall award the agreement with reasonable promptness by written notice to the responsible and responsive vendor as determined by the Secretary or his or her designee to provide the best value to the state. The Notice of Intent to Award shall be electronically posted for 72 hours (3 working days, excluding Saturday, Sunday and state holidays) by the date specified in Section 2.4., Schedule of Events and Deadlines at the following electronic posting site: http://vbs.dms.state.fl.us/vbs/main_menu.

2.11 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.

2.12 Protests and Disputes

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

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

2.12.1 Time Limits for Filing Protests

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

2.12.2 Protests of Terms, Conditions and Specifications

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

2.12.3 Protest Bond Requirement

When protesting a decision or intended decision (including a protest of the terms, conditions and specifications contained in the solicitation), the protestor must post a bond equal to one percent (1%) of the Department's estimated agreement amount. The estimated agreement amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, the Department shall provide the

estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays, and state holidays) after the notice of protest has been filed. The estimated agreement amount is not subject to protest pursuant to section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST. In lieu of a bond the Department may accept a cashier's check, official bank check, or money order in the amount of the bond.

2.12.4 Filing a Protest

A notice of protest, formal protest, and bond are "filed" when received by the contact person listed in Section 1.4 above. Filing may be achieved by hand-delivery, courier, or U.S. Mail. Filing by e-mail shall not be accepted. All methods of delivery or transmittal to the Department's contact person shall remain the responsibility of the protestor and the risk of non-receipt or delayed receipt shall be upon the protestor. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN S. 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.

2.13 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.

2.14 General Instructions to Respondents, PUR 1001

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

The PUR 1001 form is available at:

<http://dms.myflorida.com/index.php/content/download/1907/8062/version/9/file/1001.doc>.

Vendors are not required to sign and return the PUR 1001 form with their response to this ITN. By submitting a bid, the vendor agrees to comply with all terms and conditions of this ITN. Failure to comply with all terms and conditions shall be grounds for rejecting the response.

2.15 Department's Reserved Rights

2.15.1 Waiver of Minor Irregularities

The Department reserves the right to waive minor irregularities when to do 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. In doing so the Department may request a vendor to provide, and at the request of the Department the vendor may provide to the Department, clarifying information or additional materials to correct the irregularity. However, the Department will not request and a vendor may not provide the Department with additional materials that affect the price of the reply, or give the vendor an advantage or benefit not enjoyed by other vendors.

2.15.2 Right to Inspect, Investigate and Rely on Information

In ranking replies to 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.

2.15.3 Rejection of All Replies

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

2.15.4 Reserved Rights After Notice of Intent to Award

The Department reserved the right:

2.15.4.1 To schedule additional negotiation sessions with vendors identified in the posting of a Notice of Intent to Award in order to establish final terms and conditions for agreements with those Vendors.

2.15.4.2 To post a notice of withdraw or amend its Notice of Intent to Award and reopen negotiations with any vendor at any time prior to execution of an agreement.

2.15.4.3 To post a notice of withdrawal of award in the event that the selected vendor fails to execute the contract or defaults in performance. In such event, the Department reserves the right to re-procure services in accordance with Rule 60A-1.006(3), Florida Administrative Code.

2.15.5 Withdrawal of ITN

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

2.15.6 Other Reserved Rights

The Department reserves all rights described elsewhere in this ITN.

SECTION 3. MINIMUM PROGRAMMATIC SPECIFICATIONS

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

3.1 Vendor Qualifications

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

3.1.2 The Vendor submitting a reply must comply with all the **Mandatory Requirements** in order to be considered for selection under this ITN. The mandatory requirements for this ITN are set forth in **Appendix VII**.

- 3.1.3** Vendors must provide thorough and specific responses for how they propose to address each of the areas outlined in **Sections 4.2.3 through 4.2.9** of this ITN.
- 3.1.4** Vendors must comply with the Project Budget Summary and Detail Instructions and Projected Budget Summary (**Appendix V and Appendix VI**) that provide a detail description for each item listed.
- 3.1.5** Vendors must comply with **Section 4.2.9** in demonstrating financial stability through financial documentation and/or certified financial reports in support of the Vendor's Financial Stability.

3.1.6 Vendor Disqualification Under PUR 1001

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

3.1.7 Vendor Disqualification for Previous Failure to Perform

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

- 3.1.7.1** Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department;
- 3.1.7.2** Had a contract terminated by the Department or another State of Florida agency for cause; or
- 3.1.7.3** Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (**Appendix III**) prior to contract execution.

3.2 Minimum Programmatic Specifications

3.2.1 General Statement

The resultant agreement/DO will require the successful vendor to design, develop and deliver a behavioral health training curriculum designed to enhance the skill sets of the child protection investigation professional's ability to identify, assess and document danger threats related to behavioral health and provide ongoing consultation related to investigations in which behavioral health is a contributing factor. The curriculum should ultimately certify 45-50 subject matter experts as competent within the scope of the curriculum design.

3.2.2 Programmatic Authority

The successful vendor must comply with all applicable federal and state laws, regulations, action transmittals, program instructions, review guides, and similar documentation, including, but not limited to:

- 3.2.2.1** Chapter 39, Part III, F.S., Proceedings Relating to Children, and as amended.
- 3.2.2.2** Section 402.40 F.S., Child Welfare Training and Certification, and as amended.
- 3.2.2.3** Rule 65C-33.001 through 65C-33.013 F.A.C., and as amended.

3.2.2.4 Chapter 287, Part I, F.S. Procurement of Personal Property and Services, and as amended.

3.2.2.5 Section 20.19(1)(c), F.S., Department of Children and Families, Mission and Purpose.

3.2.3 Scope of Service

The successful vendor shall develop and deliver a behavioral health training curriculum designed to enhance the skill sets of the child protection investigation professional's ability to identify, assess and document danger threats related to behavioral health and provide consultation related to investigations in which behavioral health is a contributing factor to ensure critical thinking in decisions being made for permanency and to better assess the Caregiver Protective Capacities of parents. This curriculum should also increase the cultural competence and communication skills of staff to ensure that the best service is provided to the children and families in the child welfare system. The curriculum should include a combination of classroom instruction, clinical observations, and a field component to include observation, feedback, and consultation. Over the course of the contract period, the curriculum should ultimately certify 45-50 subject matter experts as competent within the scope of the curriculum design.

While it is recognized that the Department and the successful vendor will initially collaborate on course/module design and delivery, it is the Department's desire to have a behavioral health training curriculum and consultation in place as quickly as possible after agreement execution.

The Department reserves the right to increase or decrease the volume of services, to add tasks that are incidental or complimentary to the original scope of services, and/or expand these services to additional Regions and Circuits throughout the State; based on the availability of funds, satisfactory performance, and demand for enhanced skills training.

3.2.4 Major Program Goals

3.2.4.1 Ensure that designated child protective investigators and their supervisors within Circuits 5, 9, 10 and 18, obtain the knowledge, skills, abilities, values and attitudes to professionally identify, assess and document behavioral health danger threats related to child abuse and neglect.

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

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

3.2.4.4 Ensure that Child Welfare Professionals performing protective investigation services understands their obligation to continuously assess child safety, permanency and well-being needs throughout the life of each child protection case as it related to behavioral health.

3.2.5 Client General Description/Eligibility

Not applicable to this ITN.

3.2.6 Task List

Tasks to be performed under the resultant agreement will include adult training techniques that can accommodate Child Protective Investigation efforts as well as changing standards, and will minimally include:

- 3.2.6.1** Development and delivery of a behavioral health curriculum designed for Child Protective Investigation Professionals to strengthen and enhance their competencies in identifying, assessing, documenting behavioral health danger threats related to child abuse and neglect; and responding to families with behavioral health needs.
- 3.2.6.2** Coordination with the designated Regional contact to organize the training schedule, provide documentation of training attendance and feedback on skills development, and satisfaction survey results.
- 3.2.6.3** Issuance of certificate or completion for all trainees completing the training.

3.2.7 Task Limits

The successful vendor shall not perform any tasks related to this project other than those described in Section 3.2.6 and the resultant agreement without the express written consent of the Department.

3.2.8 Staffing Levels

- 3.2.8.1** The successful vendor shall maintain an adequate organizational structure and staff sufficient to conduct its contractual responsibilities.

3.2.9 Professional Qualifications

- 3.2.9.1** The successful Vendor shall ensure staff maintains related minimum professional qualifications to perform contractual responsibilities.
- 3.2.9.2** The successful Vendor shall require a security background screening and five-year employment rescreening in accordance with Chapter 435, Florida Statutes, of all program personnel employed by the Vendor. Background screening documentation shall be maintained on file with the Vendor's employment records.

3.2.10 Staffing Changes

- 3.2.10.1** The successful vendor may make staffing changes for those staff funded either in whole or in part using funds from any resulting agreement only with prior notification and review by the Department. The Regional Training and Staff Development Manager shall be notified in writing when a change of incumbent staff is requested. Such written notification shall include the candidate's name, the position title, starting date, recommended salary which shall not exceed the amount associated with the position in the successful vendor's approved budget.
- 3.2.10.2** The successful vendor shall replace any staff whose continued presence would be detrimental to the success of the contract with a staff or equal or

superior qualifications. Such actions may be initiated by either the Department or the successful vendor.

3.2.11 Subcontractors

Without prior written consent from the Department, the Vendor may not subcontract the services contracted for herein. With prior written consent from the Department, the successful vendor may enter into subcontract(s) for performance of certain and specific administrative functions under the resultant contract. The successful vendor shall include, in all approved subcontracts (at any tier) the substance of all clauses contained in the resulting contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the selected vendor's performance being performed by or through the subcontract.

3.2.12 Service Delivery Location

The successful vendor shall deliver training and consultation in various locations within Circuits 5,9,10 and 18 as proposed in the vendor's reply to the ITN and agreed upon by the successful vendor and Department management.

3.2.13 Service Times

- 3.2.13.1** Starting and ending times for formal classroom training will be different for each training course but will typically start no earlier than 8:30 a.m. and shall not go beyond 4:30 p.m., Monday through Friday (excluding state holidays).
- 3.2.13.2** Dates and times for various training courses/modules/consultation will vary throughout the fiscal year depending on the course curriculum or special requests. Training date, times, and locations shall be coordinated and approved in advance with the Central Region Training and Staff Development Manager.

3.2.14 Changes in Location

The successful vendor shall notify the Regional Training and Staff Development Manager, in writing, thirty (30) calendar days in advance of any changes in the street or mailing address, telephone number, electronic mail address, or facsimile number that affects the Department's ability to contact the successful vendor.

3.2.15 Equipment

The successful vendor shall maintain sufficient equipment, training materials, and supplies to deliver the agreed upon training and consultation services in a timely manner to meet the curriculum requirements, at no additional expense to the Department.

3.2.16 Records and Documentation

- 3.2.16.1** To the extent that information is utilized in the performance of the resulting agreement or generated as a result of it, and to the extent that information meets the definition of "public records" as defined in Section 119.011, F.S., said information is hereby declared to be and is recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter

119.01(2)(f), F.S., or otherwise. It is expressly understood that the successful vendor's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the agreement, which results from this ITN that entitles the Department to unilaterally cancel the agreement. The successful vendor will be required to promptly notify the Department of any requests made for public records.

3.2.16.2 Unless state or federal law requires a greater retention period, all documents pertaining to the program contracted by this ITN shall be retained by the successful vendor for a period of six years after the termination of the resulting agreement or longer as may be required by any renewal or extension of the agreement. During the records retention period, the successful vendor agrees to furnish, when requested to do so, all documents required to be retained. The vendor shall maintain such records in whatever reasonable format is required by the Department at the time, at the vendor's expense. Data files will be provided in a format readable by the Department.

3.2.16.3 The successful vendor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful vendor further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the successful vendor of confidential records whether public records or not and promises to defend the Department against the same at its expense.

3.2.16.4 The successful vendor shall maintain all records required to be maintained pursuant to the resulting agreement in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

3.2.17 Reports

3.2.17.1 The Vendor shall submit to the Department, at minimum, the invoice and reports listed below. The Department and the successful vendor shall determine required reports and report content/format during final negotiations.

SAMPLE:

Report Title	Reporting Frequency	Report Due Date	# of Copies
Annual Training Curriculum and Schedule	Annually	30 days after contract execution and on June 1 st of each fiscal year thereafter	1 electronic and 2 hard copies
Invoice	Monthly	15 th day of each month	1 electronic and 2 hard copies
Training Enrollment Report	Monthly	15 th day of each month with the invoice	1 electronic and 2 hard copies
Case Consultation Report	Monthly or more frequently	5 th business day following the reporting month	1 electronic and 2 hard copies
Training Evaluation Survey Summary	Monthly	15 th day of each month with the invoice	1 electronic and 2 hard copies

Performance Measure Report	Monthly	15 th day of each month with the invoice	1 electronic and 2 hard copies
Actual Expenditure Report	Annually	30 days following the end of the fiscal year	1 electronic and 1 hard copy
Federal Funding Accountability and Transparency Act (FFATA) (DCF Form CF1111), Executive Compensation Reporting	Annually	Prior to contract execution and annually thereafter	1 electronic and 1 hard copy
Proof of Liability Insurance	Annually	Within 30 days of contract execution and annually thereafter	1 electronic and 1 hard copy
Financial and Compliance Audit and accompanying management letter, if required.	Annually	Within 180 days following Vendor's fiscal year end or within 30 days of Vendor's receipt of the audit report, whichever occurs first	1 electronic copy to Inspector General

3.2.17.2 The successful vendor shall submit all reports as detailed in the resultant agreement to this ITN. In case of an anticipated delay in meeting this requirement, the successful Vendor shall submit a written justification for the delay and a request for an extension to the Department prior to the expiration of the submission deadline. Only submittals received by the due date or pursuant to an approved extension will be considered timely. All due dates not specifically identified are calendar days.

3.2.17.3 The successful vendor shall provide additional reporting pertaining to the services rendered in any resulting agreement should the Department determine this to be necessary.

3.2.17.4 Where the resulting contract requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall require a separate act in writing. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The Department, at its option, may allow additional time within which the successful vendor may remedy the objections noted by the Department or the Department may, after having given the successful vendor a reasonable opportunity to complete, make adequate or acceptable, and declare this agreement to be in default.

3.2.18 Performance Measures

The Department will develop appropriate performance measures when the training and consultation agreement is finalized.

The following are sample measures:

3.2.18.1 85% of the participants within the quarter who complete the Training Evaluation Survey shall indicate overall satisfaction with the trainer's presentation. (Appendix VIII)

3.2.18.2 85% of participants within the quarter who complete the Training Evaluation Survey shall indicate overall satisfaction with the training content. (Appendix VIII)

3.2.19 Description of Performance Measurement Terms

- 3.2.19.1 Outcomes - Quantitative indicators that can be used by the Department to objectively measure performance toward a stated goal.
- 3.2.19.2 Performance Measures - Quantitative indicators, outcomes and outputs that can be used by the Department to objectively measure the Providers performance.
- 3.2.19.3 Overall Satisfaction – Satisfaction is indicated by a response of “agree” or “strongly agree” to the questions, “Overall, I was satisfied with the trainer’s presentation” and “Overall, I was satisfied with the curriculum contents”.

3.2.20 Performance Evaluation Methodology

Measurement of Outcomes: The Department will calculate the performance measurement outcomes as follows:

- 3.2.20.1 For the performance measure listed in Paragraph 3.2.18.1:

Numerator – The total number of participants who complete the Training Evaluation Survey who indicate “agree” or “strongly agree” to the question, “Overall satisfaction” with **the trainer’s presentation**.

Denominator – The Total number of participants who return the Training Evaluation Survey.

- 3.2.20.2 For the performance measure listed in Paragraph 3.2.18.2:

Numerator – The total number of participants who complete the Training Evaluation Survey who indicate “agree” or “strongly agree” to the question, “Overall satisfaction” with **the training content**.

Denominator – The Total number of participants who return the Training Evaluation Survey.

- 3.2.20.3 By execution of the resultant agreement, the prospective vendor hereby acknowledges and agrees that its performance under the agreement must meet the standards set forth above and will be bound by the conditions set forth in the resulting agreement. If the vendor fails to meet these standards, the Department, at its exclusive option, may allow up to six months for the vendor to achieve compliance with the standards. If the Department affords the vendor an opportunity to achieve compliance and the vendor fails to achieve compliance within the specified time frame; the Department must cancel the agreement in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

- 3.2.20.4** The Department may conduct random surveys or structured surveys during the term of the contract to gauge a variety of factors including satisfaction, location, Vendor responsiveness, and professionalism.

3.2.21 Vendor Responsibilities

- 3.2.21.1** The successful vendor is solely and uniquely responsible for the satisfactory performance of the tasks described in the resultant agreement. By accepting the agreement, the successful vendor recognizes the singular responsibility for the tasks, activities and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting the accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance thereof.
- 3.2.21.2** The successful vendor shall be knowledgeable of and fully comply with all State and Federal laws, rules and regulations as amended that effect or may affect the resulting agreement.
- 3.2.21.3** Health Insurance Portability and Accounting Act. The successful vendor shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S. C. 1320d.) as well as all regulations promulgated there under (45 CFR Parts 160, 162, and 164).
- 3.2.21.4** The successful vendor may request written technical assistance from the Regional Operations Manager when deemed necessary to facilitate compliance with the resultant agreement requirements. The Department's failure to provide such technical assistance does not relieve the successful vendor of its responsibilities to ensure compliance with all state and federal laws, rules, and regulations or performance under the terms of this resultant agreement.

During the term of the resultant agreement, the successful vendor shall be responsible for ensuring that its employees and agents, whenever on the Department's premises, obey and comply with all rules, policies, orders and/or requests relating to performance, rules of behavior, work schedule, safety, appearance, conduct, including without limitation, those related to alcohol, drugs, safety, security, smoking, controlled substances, and/or weapons and any other standards and procedures which must be adhered to by Department employees and successful vendor employees as in effect from time to time. It is expressly understood that the Department may require the execution of agreements acknowledging compliance with Department policies prior to allowing employees, agents and representatives of the successful vendor to access Department facilities.

- 3.2.21.5** Confidentiality Statement. Due to the sensitivity of the Department information and data, the successful vendor shall require all employees to read and sign a Confidentiality Statement, (Appendix IV), prior to performing any duties under this agreement. A copy of such statement shall be maintained in the staff members employment file and made available to the Department upon request.
- 3.2.21.6** Background Screening. As a condition of employment or continued employment, the successful vendor shall, in accordance with 110.1127(3)

F.S. and 435.04 F.S., conduct a Level II security background investigation for each employee or potential employee who has or will have access to FSFN data or other Department data. The successful vendor will take appropriate action against any employee or potential employee whose background check reveals significant negative responses.

3.2.21.7 Security Awareness

3.2.21.7.1 Security Agreement Form – Each staff member having access to Department generated data (i.e. FSFN) shall complete and sign a **Security Agreement Form** (described in section 1.6 or located at: <http://dnp1.dcf.state.fl.us/DCFForms/Search/DCFFormSearch.aspx>) within thirty (30) days of contract execution and every twelve months thereafter until contract expiration or termination. Completed forms shall be submitted to the contract manager.

3.2.21.7.2 Security Awareness Training – Each staff member employed under the provisions of the resultant agreement who has access to confidential Department information shall complete the Department's annual security awareness training program and provide a copy of the training certificate to the Department's designated contact.

3.2.21.7.3 Provider Identification Badges. When accessing Department service sites, the successful vendor's employees shall wear and display an official Vendor Identification Badge.

3.2.21.8 The successful vendor will meet at least quarterly with Central Region Leadership or designated staff to discuss performance, status reports, data, and other agreement related issues.

3.2.21.9 E-Verify. Pursuant to Executive Order 11-116 issued by the Governor's Office, the successful Vendor, if not already registered, will be required to register for the Federal E-Verify system as specified in any resulting contract.

3.2.22 Coordination with Other Providers/Entities

3.2.22.1 Upon the effective date of the resulting agreement, the successful vendor may be required to coordinate some tasks with external entities and/or organizations, as appropriate. By providing integrated services, working agreements with these entities may help clarify roles and responsibilities and establish a shared vision for improving outcomes.

3.2.22.2 The failure of other providers, entities, or subcontractors to cooperate or properly perform service does not relieve the successful vendor of any accountability for tasks or services that the successful vendor is obligated to perform.

3.2.23 Department Obligations and Determinations

3.2.23.1 The Department shall actively participate in curriculum and course design and shall assist with coordinating training schedules and providing feedback on course and training materials improvement initiatives.

3.2.23.2 Upon request, the Department shall provide technical assistance and

expertise in an expeditious manner when problems and/or issues arise regarding policy questions, timeframes, and other related topics.

3.2.23.3 The Department is responsible for ensuring that selected trainees will attend each scheduled training course in order to maximize class size and participation.

3.2.23.4 The Department has reserved the exclusive right to make certain determinations in these specifications. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the resulting agreement are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the state of Florida and the health, safety, and welfare of the clients who are served by the Department either directly or through any one of its subcontracted providers.

3.2.24 Monitoring Requirements

3.2.24.1 The successful vendor will be monitored on its performance of all tasks and special provisions of any resulting agreement.

3.2.24.2 The successful Vendor's actual expenditure report may be monitored for accuracy and compliance with federal or state financial regulations.

3.2.24.3 The successful vendor may be monitored in accordance with Children and Families Operating Procedure 75-8, (CFOP 75-8), Policies and Procedures of Contract Oversight. A copy of which may be obtained from the contact person listed in Section 1.4, of this ITN.

3.2.25 Financial Specifications

3.2.25.1 Funding Source

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The anticipated funding sources for the resulting contract are: General Revenue-Dept. of Children and Families, Welfare Transition Trust Funds and Social Services Block Grant Dept. of Children and Families.

3.2.25.2 Funding Amount

The estimated annual funding available for the resultant contract is **\$250,000.00**, subject to availability of funds. The Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services based on availability of funds and in alignment with enhancing the training needs of the Department, during the course of the resultant contract and any subsequent renewal.

3.2.25.3 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.

3.2.26 Allowable Costs

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

expenditures.

- 3.2.26.2** Prospective vendors, who are institutions of higher learning, must include only those costs identified as allowable costs in accordance with the Office of Management and Budget (OMB) Circular A-21, *Cost Principles for Educational Institutions*, which is applicable for this ITN.
- 3.2.26.3** Costs for property including Information and Technology (IT) resources will be considered. Property is defined as equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with the normal expected life of one (1) year or more.
- 3.2.26.4** Administrative costs, including any indirect costs that are administrative in nature shall not exceed 10% of the total operating costs of the proposed budget.
- 3.2.26.5** Prospective vendors shall submit a line item budget and a complete narrative using the suggested format specified in **Appendix V and Appendix VI**. The format is merely a suggested format and the vendor may modify their submission to succinctly display their budget as needed. The proposed budget should put forward total costs for the proposed contract period beginning December 8, 2017 through June 30, 2018. A revised Line Item Project Budget and Budget Narrative shall be required if and when the Department elects to invoke the contract renewal option for three additional years.
- 3.2.26.6** Restriction of Expenditures. Items expressly prohibited from purchase with these contract funds include but are not limited to items such as: flowers, awards or plaques, meals (excluding meals associated with travel per Chapter 112, F.S.) including bottled water, snacks, refreshments, entertainment, and promotional items that do not have a specific statutory authority including but not limited to ribbons and wrist bands.
- 3.2.26.7** Expenditures shall meet the minimum requirements established by the Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing, Reference Guide for State Expenditures, which is available at the Department of Financial Services website.

3.2.27 Invoicing and Payment of Invoices

- 3.2.27.1** The resultant contract will be fixed unit rate and/or cost reimbursement. The Department agrees to reimburse the successful vendor up to a total amount not to exceed the terms of the agreement, subject to the availability of funds.
- 3.2.27.2** The successful vendor shall request payment on a monthly basis through the submission of a properly completed invoice within fifteen (15) calendar days following the end of the month for which payment is being requested. Payment due under the agreement will be withheld until the Department has confirmed delivery of the negotiated services.
- 3.2.27.3** One (1) original and two (2) copies of the invoice will be required. When training sessions are invoiced a list of all persons receiving training, including position titles, shall be submitted with the invoice.

3.2.27.4 The Department will have up to five (5) working days from receipt of the invoice to approve, disapprove in its entirety, or disallow certain proposed expenditures listed. Approved invoices will be processed expeditiously for prompt payment. Disallowance of the deliverables will result in the rejection of the invoice. The Department will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by the vendor in order to process the invoice for payment. The vendor will have five (5) working days from the date of rejection of the initial invoice to correct and resubmit it for payment.

3.3 Composition of the Agreement

The contract awarded as a result of this solicitation will be a Direct Order composed of:

3.3.1 MyFloridaMarketPlace Direct Order

The Department's will issue a direct order agreement from MyFloridaMarketPlace containing general contract terms and conditions required by the Department for all vendors

3.3.2 Statement of Work

The Department will attach to the direct order a statement of work that will contain contract terms and conditions governing the performance of the work, the required deliverables and performance measures, financial consequences for poor or non-performance, and compensation.

3.3.3 PUR Form 1000

The PUR Form 1000 is incorporated by reference into the Department's purchase order and is available at the link in **Section 1.6**.

3.3.4 Other Attachments or Exhibits

All other attachments and exhibits to the contract referenced in this solicitation or the above documents as well as the Vendor's Reply and any documentation reflecting the results of the negotiations sessions will also be part of the resulting agreement, if any.

3.4 Order of Precedence

In the event of conflict in terms among the foregoing, the following order of precedence will apply. The reply submitted in response to this solicitation may be incorporated into or attached to the agreement but will not change the provisions of the below documents.

- 3.4.1** The direct order and statement of work.
- 3.4.2** Any documents incorporated into any exhibit by reference
- 3.4.3** PUR Form 1000.
- 3.4.4** Written Replies from the Negotiations Sessions
- 3.4.5** The Vendor's reply.

3.5 Vendor Registration in MyFloridaMarketPlace

3.5.1 The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to subsection 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the successful Vendor shall pay to the State.

3.5.2 In order to be paid each Vendor doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under Rule 60A-1.030(3), Florida Administrative Code. If the Vendor is already registered in MyFloridaMarketPlace prior to submitting a reply, the Vendor may include a signed Certificate of Registration. 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 proposal; however, proof of registration or exemption must be provided prior to execution of a contract, if any.

3.6 Intellectual Property

It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to the awarded vendor's performance under the resultant agreement, and the performance of all of its officers, agents and subcontractors in relation to the resultant agreement, are works for hire for the benefit of the Department, fully compensated for by the agreement amount, and that neither the vendor nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of the agreement. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under the agreement, or in any way connected therewith. Notwithstanding the foregoing provision, if the vendor is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

3.6.1 If the Vendor uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the agreement as having specific limitations, the compensation paid pursuant to the agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by the agreement. For purposes of this provision, the term "use" shall include use by the Vendor during the term of the agreement and use by the Department, its employees, agents or contractors during the term of the agreement and perpetually thereafter.

3.6.2 All applicable subcontracts shall include a provision that the Federal awarding agency reserved all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Vendor or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

3.7 Preferred Pricing

The Vendor represents and warrants that the prices and terms for its service under the resultant agreement are no less favorable to the Department than those for similar services under any existing contract with any other party. The Vendor further agrees that, within 90 days of Vendor entering into a contract or contract amendment or offering to any other party services similar to those under the resultant agreement under prices or terms more favorable

than those provided in the resultant agreement with the Department, the Vendor will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to the agreement upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to the agreement with the Department retroactively to the earlier of the effective date of the agreement resulting from this ITN (for other contract in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments.

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 2.4**, Schedule of Events and Deadlines. 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.

4.1.2 Electronic Transmittal of Replies Not Acceptable

Facsimile or electronic transmissions of replies will not be accepted.

4.1.3 Reply Amendments

Any amendments to the reply as originally submitted by the vendor, not required by the Department, must comply with the requirements of this section and must be received on or before the due date as specified in **Section 2.4**.

4.1.4 Number of Copies Required

Vendors shall submit **one (1)** original (marked "Original") and **seven (7)** copies (marked and numbered #1, #2, #3, #4) and one (1) electronic copy are required. The original submitted to the Department must contain an original signature of an official who is authorized to bind the vendor to the reply. The electronic copy, identical to the hard copies, must be submitted as outlined in Section 4.3.5.

4.1.5 Replies to be in Sealed Container

The original and each copy of the Vendor's Reply, including the electronic copy must be individually sealed in separate envelopes. The outside of each envelope must be clearly marked with the title of the reply, the ITN number, and the vendor's name. The original reply must be clearly marked "Original", and the copies must be marked "Copy #1", "Copy #2", "Copy #3", "Copy #4", "Copy #5", "Copy #6", "Copy #7" and "Electronic Copy" respectively.

The envelopes containing the original, copies, and electronic copy of the Vendor's Reply must be submitted in a sealed container. The container exterior must be clearly marked "Reply to DCF Competitive Solicitation Number **ITN # 07FS1801 Behavioral Health Training for the Child Protective Investigation Professional.**"

4.2 Content of the Reply

4.2.1 Title Page

When submitting a reply in response to this ITN, the vendor must ensure that each copy of the reply has a “title page” that contains the following minimum information:

- 4.2.1.1 Department to which the response is submitted;
- 4.2.1.2 ITN number 07FS1801
- 4.2.1.3 Title of reply
- 4.2.1.4 Identification of enclosed documents;
- 4.2.1.5 Prospective vendor’s name, federal tax identification number;
- 4.2.1.6 Prospective vendor’s Data Universal Numbering System number (DUNS number);
- 4.2.1.7 Name, title, telephone number, email address, and mailing address of person who can respond to inquiries regarding the reply; and
- 4.2.1.8 Name of program coordinator (if known)

4.2.2 Vendor’s Cross Reference Table

Vendor replies, originals and each copy of the reply, must be ‘tabbed by section’ and include a cross-reference between the reply and the ITN requirements in **Section 4.2**.

The cross-reference tables must be formatted as follows:

SAMPLE ITN / REPLY CROSS REFERENCE TABLE

ITN			REPLY		
Page(s)	Section	Subject	Subject	Page(s)	Section
25	4.2.1	Title Page	Title Page	1	
26	4.2.3	TAB 1: Mandatory Requirements, Signature Authority, and Certifications	TAB 1: Mandatory Requirements, Signature Authority, and Certifications		
27	4.2.4	TAB 2: Understanding the Statement of Purpose	TAB 2: Understanding the Statement of Purpose		
27	4.2.5	TAB 3: Approach and Solution	TAB 3: Approach and Solution		

4.2.3 TAB 1: Mandatory Requirements, Signature Authority, and Certifications.

4.2.3.1 Required Vendor’s Statements and Certifications – Mandatory Requirements

The reply must include the Master Certification Checklist (MCC), Appendix III, and the Mandatory Requirements as provided on the MCC, Appendix III, must be met in full. The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated. It is the vendor’s responsibility to ensure that all required documents are submitted with the reply, according to the instructions herein.

4.2.3.2 Certificate of Signature Authority

The reply must include a signed Certificate of Signature Authority (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.

4.2.3.3 Mandatory Certification

The reply must include a MASTER Certifications - Mandatory 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 (k).

4.2.3.4 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 I. through o. for which a Vendor qualifies. Completion of the Tie Breaking Certifications is optional for qualifying Vendors. However, a Vendor waives all rights to consideration of a “tie breaker” if it fails to timely submit the certification for a “tie breaker”.

4.2.3.5 Bid Bond Not Required

A bid bond is not required to accompany the proposal.

4.2.3.6 Evidence of Ability to Provide Payment and Performance Bond Not Required

Evidence of the Vendor’s ability to provide a payment and performance bond is not required to accompany the reply.

4.2.4 TAB 2: Understanding the Statement of Purpose.

The Vendor shall provide a brief narrative that demonstrates an understanding of the need, purpose, scope, and goals of the Behavioral Health Training Curriculum and consultation services.

4.2.4.1 Provide a brief narrative describing the need for and goals of a quality oriented behavioral health training and consultation service for Child Welfare Professionals.

4.2.4.2 Describe organizational core values, mission statement and guiding principles and to what extent it is compatible or consistent with the goals of the services described in this solicitation.

4.2.5 TAB 3: Approach and Solution

The Vendor’s reply shall describe and demonstrate its capability to fulfill the contract requirements.

4.2.5.1 Provide a project plan including timelines describing a comprehensive and well-thought out approach to the overall project design and delivery; outlining proposed core training courses and consultation activities to ensure the successful certification of subject matter experts.

4.2.5.2 Discuss how the vendor will solicit and incorporate the Department’s input regarding course design, delivery, and curriculum improvement over time.

4.2.5.3 Discuss the process for developing and validating learning and performance objectives and incorporating them into the curriculum.

4.2.5.4 Discuss creative ways to deliver the instructional platform, clinical observations and field application of the curriculum’s core competencies.

- 4.2.5.5 Describe and support the Vendor's assertion that their approach and qualifications represents the best value to the state.

4.2.6 TAB 4: Organizational Qualifications

The Vendor's reply shall describe and demonstrate its organizational qualifications to fulfill the requirements associated with completing the agreement:

- 4.2.6.1 Describe any experience in providing similar services outlined in this ITN. The experience should include work done by the professionals who will be assigned to the work for this project, examples of collaboration including best practices applied; as well as the overall experience of the organization.
- 4.2.6.2 Describe the approach to continuous quality improvement and how the Vendor will participate in and inform the Department's quality assurance and improvement processes related to behavioral health and the child welfare system.
- 4.2.6.3 Provide evidence that shows significant achievement of critical performance outcomes in the delivery of such services. References provided by each vendor may be contacted.
- 4.2.6.4 Describe experience and expertise in the field behavioral health and history within the community and how this will inform the development of the training curriculum.

4.2.7 TAB 5: Description of Project Staffing

The Vendor's reply shall include the following information to describe and demonstrate the adequacy and professional qualification of Vendor's staff.

- 4.2.7.1 Describe the organizational structure and the department responsible for developing and delivering the behavioral health curriculum and consultation service. Include an organizational chart showing clear lines of authority relating to this project.
- 4.2.7.2 Identify the number and type of proposed positions required for this project to be successful. Explain how these staffing levels will best meet the performance expectations of this project.
- 4.2.7.3 Discuss minimum educational requirements and expertise of key staff. Position descriptions and/or actual resumes, curriculum vitae of proposed incumbents may be submitted as examples.

4.2.8 TAB 6: Cost Proposal

The Vendor's reply shall include the following information to determine whether proposed costs are allowable, reasonable, necessary, and competitive.

- 4.2.8.1 Provide a proposed one (1) year Project Budget Summary with Project Budget Detail, a line item budget and budget narrative, that addresses the various cost categories and projected dollar amounts for each category, for state fiscal year 2017-2018. The proposed budget should track and compliment the proposed training and consulting curriculum. The budget narrative should provide discussion and clarification for any and all cost categories and their respective formulas used to derive proposed costs.

(**Appendix V – VI**). The cost proposal should be based on available funding projections, and if different, the vendor should explain the differences.

- 4.2.8.2** A written justification to support that the cost is and will remain competitive.
- 4.2.8.3** Provide a plan to develop efficiencies in the services being provided and how the cost reduction realized from the plan will be re-invested into the provided services.
- 4.2.8.4** Provide an ongoing approach to reduce administrative cost, without affecting the quality of the project.

4.2.9 TAB 7: Description of the Vendor’s Financial Stability

- 4.2.9.1** Provide copies of the vendor’s independent financial and compliance audit reports and/or certified financial statements for the three (3) most recent fiscal years. The copies should include all applicable financial statements, auditor reports, management letters and any corresponding re-issued audit components. If the Vendor does not have audit reports for the three (3) most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountants report should be submitted. A newly created entity should submit the requested financial reports from each of the founding collaborative partners.
- 4.2.9.2** Provide a statement of whether the vendor has filed for bankruptcy protection in the past five (5) years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide court and case number.

4.3 Reply Format

4.3.1 Replies to be Thorough

Vendors must provide thorough and specific replies for how they propose to address each of the programmatic requirements as specified in **Section 4.2.3 through 4.2.7** of this solicitation, and must include the Cost Proposal required in **Section 4.2.8**, as well as all the Financial Stability Documentation required in **Section 4.2.9**. The cost proposal is not required to be submitted in a separate sealed envelope. Vendors are advised to consider the evaluation criteria set forth in **Section 5.2**. Vendor replies must follow the format described below.

4.3.2 Reply Clarity Essential

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

4.3.3 Replies to be Concise

The reply should be prepared concisely and economically, providing a straightforward description of services to be provided and clearly describing the vendor’s capability to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content. The terms “shall”, “will” and “must” used within the ITN identify items that are required to be submitted as part of the reply. A failure to comply with the

submission of a required item may result in the reply being rejected at the Department's discretion.

4.3.4 Hard-copy Reply Format

Replies must be typed, single-spaced, on 8-1/2" x 11" paper, with **no more than 25 pages**. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The reply must be bound, labeled and submitted in Tabbed Sections in the order listed in **Sections 4.2.3 through 4.2.7** for the programmatic section of the reply; **Section 4.2.8** for the Cost Proposal section of the reply, and **Section 4.2.9** for the Financial Stability Documentation.

4.3.5 Electronic Copy Format

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

4.3.6 References to Separately Bound Material

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

4.4 Public Records and Trade Secrets

4.4.1 Replies and Other Submissions Are Property of the State

These provisions apply in lieu of Section 19 of PUR 1001. All materials submitted in response to this ITN become the property of the State of Florida and will be a public record subject to the provisions of Chapter 119, Florida Statutes. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any reply without cost or charge. Selection or rejection of a reply will not affect this right.

4.4.2 Replies and Other Submissions Are Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of a reply and other submittals pursuant to Section 119.071(1)(b), Florida Statutes. 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 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. 07FS1801 – 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 a public records request received by the Department encompasses any portion of the separately bound part of the Vendor's reply or other submissions labeled as "trade secret," the Vendor shall expeditiously provide the Department with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Department is authorized to produce the records sought without any redaction.

4.4.5 Department Not Obligated to Defend Vendor Claims

The Department is not obligated to agree with the Vendor's claim of exemption and, by submitting a proposal 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 it shall protect, defend, and indemnify, including attorney's fees and costs, the Department for any and all claims and litigation (including litigation initiated by the Department) arising from or relating to Vendor's claim the redacted portions of its proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the Vendor's redaction.

SECTION 5 THE SELECTION METHODOLOGY

The Department intends to award the agreement to the responsible and responsive vendor whose reply is determined by the Secretary or his designee to be the most advantageous to the state. The Department will award the contract based on a final selection by the Secretary or his designee, who

will consider the relative importance of price and other evaluation criteria set forth in this solicitation. The Secretary or designee may also make a determination as to whether to deem one or more vendors ineligible for award. The Department will electronically post the Secretary’s or designee’s final decision and intent to award in accordance with ss. 120.57(3)(a), F.S. and Rule 60A-1.021, F.A.C. Nothing herein limits the ability of the Secretary or designee to confer with any Department personnel in the course of the process.

5.1 Application of Mandatory Requirements

A vendor must comply with all mandatory requirements to be considered for selection under this ITN.

- 5.1.1 The mandatory requirements for this ITN are set forth in **Appendix VII, Mandatory Requirements Checklist**. These criteria elements require the same responses from all prospective vendors and require a simple “Yes” or “No” answer. Points are not awarded to these criteria elements; however, a “No” to any of the listed criteria may automatically disqualify a vendor from further consideration.
- 5.1.2 The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements specified in **Appendix VII**.
- 5.1.3 A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.
- 5.1.4 Meeting the Mandatory Requirements is a minimum threshold and shall not impact any ranking in the evaluation process.
- 5.1.5 An initial determination that a reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

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

5.2.1 Scoring by Evaluators

5.2.1 The Department’s evaluators will evaluate each responsive reply in accordance with the following criteria:

Criteria Number	Criteria Category	Total Possible Score	Weighted Value	Maximum Points
1	4.2.4 Tab 2: Understanding the Statement of Purpose	0-4	2x	8
2	4.2.5 Tab 3: Approach and Solution	0-4	3x	12
3	4.2.6 Tab 4: Organizational Qualifications	0-4	3x	12
4	4.2.7 Tab 5: Project Staffing	0-4	1x	4
5	4.2.8 Tab 6: Cost Proposal	0-4	2x	8
6	4.2.9 Tab 7: Financial Stability	0-4	1x	4
				48
Total Maximum Reply Score is 48.				

5.2.2 A debriefing meeting of the evaluators will be held to review the results of the evaluation for ranking and shortlisting responsive vendors.

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

5.2.2 Total Score, Recommended Ranking and Competitive Range of the Replies

The Procurement Manager will average the total 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. This ranking will serve as the recommended ranking of the Department's evaluators.

For example:

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

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

5.2.3 Report of the Procurement Manager

After developing the recommended ranking, the Procurement Manager will provide to the Secretary or his 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. Along with a recommendation for selection of vendors for negotiation (the short list), which may include a recommendation that one or more otherwise responsive replies be deemed ineligible.

5.2.4 Determination of Ranking

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

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

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

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

Upon approval of a ranking and short list of vendors selected for negotiations by the Secretary or his/her designee, the Department will post the ranking and short list on the VBS website at: http://vbs.dms.state.fl.us/vbs/main_menu. Responsive Vendors who are not listed for negotiation 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 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 order of vendors listed in such posting.

5.3 Negotiation Process for Final Selection

The Department intends to initially negotiate concurrently with up to 2 of the highest-ranked vendors on the short list approved by the Secretary or his designee. However, the Department reserves the right, after posting notice thereof, to expand the short list to include additional responsive vendors for negotiation or change the method of negotiation [e.g., concurrent versus by order of ranking], if it determines that to do either would be in the best interest of the State. The Department reserves the right to change the members of the negotiation team in its sole discretion.

5.3.1 Goal of Negotiations

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

5.3.2 Supplemental Replies

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

5.3.3 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.

5.3.4 Other Department Rights During Negotiations

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

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

- 5.3.4.9** Reopen negotiations with any vendor;
- 5.3.4.10** Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation;
- 5.3.4.11** Review and rely on relevant information contained in the replies received pursuant to Section 4; and
- 5.3.4.12** Review and rely on relevant portions of the evaluations conducted pursuant to Section 5.2.

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.

5.3.5 Negotiation Meetings Not Open to Public

- 5.3.5.1** Negotiations between the Department and Vendors are not open to the public pursuant to subsection 286.0113(2), Florida Statute.
- 5.3.5.2** Negotiation strategy meetings of the Department's Negotiation Team are exempted by s. 286.0113(2), F.S.
- 5.3.5.3** The Department shall record all meetings of the Department's negotiation team.

5.4 Final Selection and Notice of Intent to Award Contract

5.4.1 Award Selection

The Department will select for award of the contract the responsive vendor as determined by the Secretary or his or her designee to provide the best value to the State based on the following selection criteria:

- 5.4.1.1** The Vendor's articulation and ability of its approach/solution to the development and implementation of a behavioral health training curriculum and consultation service meeting the requirements of this ITN and provide additional value.
 - 5.4.1.2** The Vendor's competence, capabilities, and experience to deliver its proposed approach/solution to delivering a behavioral health training and consultation services.
 - 5.4.1.3** The skills and experience of the vendor's leadership team, staff and resources the vendor will use in implementing its solution/services.
 - 5.4.1.4** The Vendor's experience, administrative organizational structure, and proposed personnel demonstrate that the Vendor is able to deliver high quality services.
 - 5.4.1.5** The Vendor's proposed budget and related financial information.
 - 5.4.1.6** The Vendor's willingness to partner with the Department in designing a behavioral health training and case consultation program.
 - 5.4.1.7** The Vendor's willingness to be flexible in accommodating changing Department requirements.
- 5.4.2** 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.

5.4.3 Department's Right to Rely on Replies and Evaluations

The Department reserves the right to review and rely on relevant information contained in the replies received and relevant portions of the evaluations conducted

5.4.4 Department's Negotiation Team Recommendation

The Department's Negotiation Team will develop a recommendation as to the award that will provide the best value to the State based on the selection criteria set forth above. In so doing, the Negotiation Team is not required to score the vendors, but will base its recommendation on the criteria set forth above. The Procurement Manager will prepare a report to the Secretary or her designee regarding the recommendation of the Negotiation Team. The evaluation of the negotiation team shall serve as a recommendation only.

5.4.5 Selection of Vendor(s)

The Secretary, or his/her designee, will then decide which solutions and vendor(s) represents the best value to the State, taking into consideration the recommended award by the Negotiation Team. In so doing, the Secretary or his/her designee is not required to score the Vendors, and will base his or her decision on the determination of best value. If the Secretary or his designee determines that two or more replies most advantageous to the state are equal with respect to all relevant considerations, including price, quality, and service, the award will be made in accordance with Rule 60A-1.011, F.A.C. and section 295.187, F.S.

5.4.6 Department's Reserved Rights

The Department reserves the right to:

- 5.4.6.1** Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
- 5.4.6.2** Select one or more vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written replies or request for best and final offers;
- 5.4.6.3** Divide the work among vendors by type of service or geographic area, or both; and
- 5.4.6.4** Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.
- 5.4.6.5** Post a notice of withdrawal of award in the event that the selected Vendor fails to execute a contract or defaults in performance. In such event, the Department reserved the right to re-procure in accordance with Rule 60A-1.006(3) F.A.C.

5.4.7 Posting Notice of Award

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

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APPENDIX I - NOTICE OF INTENT TO SUBMIT A REPLY

_____ (vendor name)
wishes to inform the Florida Department of Children and Families of its intent to respond to the solicitation entitled "Behavioral Health Training for the Child Protective Investigation Professional", ITN Number: 07FS1801.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

Name of Authorized Official:	
Title of Authorized Official:	
Signature of Authorized Official:	
Date:	
Address:	
Telephone Number:	
FAX Number:	
E-mail Address:	

APPENDIX II - CERTIFICATE OF SIGNATURE AUTHORITY

Check below and complete Section A or Section B	
<input type="checkbox"/>	Vendor is not a sole proprietorship (Complete Section A)
<input type="checkbox"/>	Vendor is a sole proprietorship (Complete Section B)
Section A	
<p>I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of Vendor) and have authority to make official representations by said Vendor regarding its official records and hereby state that my examination of the Vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the Vendor and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named Vendor in response to ITN # 07FS1801, 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 Reply submitted in response to ITN # 07FS1801.</p>	
Dated:	
Signature:	
Printed Name:	

APPENDIX III – MASTER CERTIFICATION / VENDOR’S CERTIFICATIONS

MASTER CERTIFICATION		
MANDATORY VENDOR CERTIFICATIONS		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # 07FS1801 (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 (k) and certify, by checking the applicable “true” or “false” box below and affixing my signature hereto, that each statement in each checked certification is “true” or “false” as indicated.</p>		
<p>Check the applicable box next to the title to each certification:</p>		
True	False	
		a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document
		b. Certification of Representations Per Section 9 of PUR 1001
		c. Certification of Authority to Do Business in Florida
		d. Statement of No Involvement
		e. Conflict of Interest Statement (Non-Collusion)
		f. Certification Regarding Lobbying
		g. Certification Regarding Scrutinized Companies List
		h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts
		i. Certification Regarding Prior Contractual Obligations
		j. Certification of Representations Per Sections 287.133, and 287.134, F.S.
		k. Certification of a Drug Free Workplace
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked “true” above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed “false.”</p>		
Signature of Authorized Representative:		Date:
<p>a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</p> <p>By checking the “True” box in the Master Certification and signing the same, I hereby certify that the Vendor’s Reply is submitted in good faith in response to the Department of Children and Families Invitation to Negotiate (the ITN) and is binding on the Vendor in accordance with the terms of the ITN, that I have read, understood and agree with the terms and conditions of the ITN and, if awarded any contract as a result of the ITN, the Vendor will comply with the requirements, terms, and conditions stated in the ITN and the contract document. The Vendor further agrees that any intent by the Vendor to deviate from the terms and conditions set forth therein may result, at the Department’s exclusive determination, in rejection of the reply.</p>		
<p>b. Certification of Representations Per Section 9 of PUR 1001</p> <p>By checking the “True” box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in Section 9 of PUR 1001.</p>		
<p>c. Certification of Authority to Do Business in Florida</p> <p>By checking the True” box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.</p>		
<p>d. Statement of No Involvement</p> <p>By checking the “True” box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has: Been awarded a contract that was procured using procedures other than those described in s. 287.057 (1-3), F.S., to perform a feasibility study of the potential implementation of a subsequent contract to support this project; Participated in drafting of a solicitation for this specific project; or Developed a program for future implementation of this project.</p>		

e. Conflict of Interest Statement (Non-Collusion)

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

f. Certification Regarding Lobbying

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

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

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

g. Certification Regarding Scrutinized Companies List

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

h. 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 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal Department or agency. Where the prospective 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 Vendor whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, Vendors 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 procurement 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.

i. 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.

j. Certification of Representations Per Sections 287.133 and 287.134, F.S.

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

k. Certification of a Drug Free Workplace

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

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

Various provisions of Chapters 287 and 295 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 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 proposal.

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 # 07FS1801 (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 (l) through (o) 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:

- I. Certification of a Certified Minority Business Enterprise**
- m. Certification of a Service Disabled Veteran’s Business Enterprise**
- n. Certification of a Florida Business**
- o. 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:

I. Certification of a Certified Minority Business Enterprise

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

m. Certification of a Service Disabled Veteran’s Business Enterprise

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

n. Certification of a Florida Business

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

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

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

APPENDIX IV – CONFIDENTIALITY STATEMENT

CONFIDENTIALITY STATEMENT
Child Protective Investigator Training Program

I, _____, hereby affirm the following:
(Employee Name)

I agree that during the term of my employment for

(Provider Name Here)

and thereafter, I shall not disclose or cause any third parties to disclose, any clients' information, or other information relating to the business, systems, procedures or interests of the State of Florida, Department of Children and Families, hereinafter referred to as the "Department", which is regarded by the Department as secret, confidential and valuable, referred to as "Confidential Information".

I understand and agree that any disclosure of such Confidential Information shall be deemed a breach of this agreement and shall result in immediate termination of my employment with the Department or its contracted provider, unless such disclosure is authorized in writing by an authorized Department staff.

I acknowledge that I have read this agreement, understand it, and I agree to be bound by it.

Print Name

Signature

Date

APPENDIX V – PROJECT BUDGET SUMMARY AND DETAIL INSTRUCTIONS

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

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

- Salaries** provided must be comparable with similar positions in the surrounding labor market and a job description must be provided for each position listed. Include the number of FTEs that will be funded in whole or in part by this project.
- Fringe benefits** must display the calculation of costs, specifically the percentages or rates for each benefit being charged to this project.
- Staff Travel** is reimbursed as specified by Department travel policies and procedures in CFOP 40-1 and state statute (s. 112.061,F.S.).
- Office expenses** should be based on prior history, a reasonable estimated monthly expense or written vendor policy.
- Rental or use of space** must show the address, the square footage and the rate per square footage.
- Rental equipment** necessary to carry out the delivery of services must include the unit cost (per month) and the number of months the item(s) will be used.
- Insurance** costs must provide sufficient documentation to explain the percentage of cost being charged to this project and/or the calculation of the cost and the insurance coverage being provided.
- Membership fees and subscriptions** necessary for the delivery of services must show the estimated costs and number of units projected.
- Client education and training tools** must provide the types of services to be provided, the estimated number of clients to be served, and the estimated unit cost of each service.
- Information Resource Technology (IRT)** includes computers, monitors and other technology items costing less than \$1,000 each and must include a brief description of the item(s) to be purchased, the unit cost for each item and justification for each item. For recurring costs, must show the estimated unit cost for each recurring cost associated with the delivery of services, including internet access, computer/network/printer maintenance, etc.
- Subcontracted services** such as janitorial services or security services must show the monthly rate and the number of months for which service is required.
- Financial audits** being covered in part or in whole with project funds must show the rate used to calculate this cost or the percentage of cost being allocated to this project.
- Operating capital outlay (OCO)** to be purchased for use under this project must show the number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased.

- **Office equipment (non-OCO)** to be purchased under this contract (costing less than \$1,000 each) for use under this project must show the number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased. Purchased must be estimated in accordance with the State's guidelines found at http://www.fldfs.com/aadir/reference%5Fguide/reference_guide.htm#furniture
- **Indirect costs** being charged to the project must show the percentage of funding required by the vendor to carry out the common or joint tasks covered by this line item. A summary of the expenditures covered by these funds is required.

[This space intentionally left blank.]

APPENDIX VI – PROJECT BUDGET SUMMARY

Provider Name

FFY (Insert Year) - (Insert Dates)

Budget Line Item	Line Item Totals	Category Total
Personnel Category		
A. Personnel	\$ -	
B. Fringe Benefits	\$ -	
C. Other Personnel Services (OPS)/temporary employees	\$ -	
D. Background Checks	\$ -	
Total Personnel Category:		\$ -
Travel Category		
E. Staff Travel & Training	\$ -	
F. Client Transportation	\$ -	
Total Travel Category:		\$ -
Expense Category		
G. Office Expenses		
1. Utilities	\$ -	
2. Telephone	\$ -	
3. Postage/Shipping	\$ -	
4. Copies/Printing	\$ -	
5. Office Supplies	\$ -	
6. Building Maintenance/Repair	\$ -	
7. Equipment Repair	\$ -	
8. Security Services	\$ -	
9. Office Equipment/Furniture	\$ -	
Total Office Expenses:		\$ -
H. Rental or Use of Space	\$ -	
I. Rental Equipment	\$ -	
J. Insurance	\$ -	
K. Membership Fees & Subscriptions	\$ -	
L. Client Educational and Training Tools	\$ -	
M. Fixed Price Services	\$ -	
N. Information Resource Technology	\$ -	
O. Subcontracted Services	\$ -	
P. Financial Audit	\$ -	
Total Expense Category:		\$ -
Direct Costs Category		
Q. Operating Capitol Outlay (OCO->\$1,000.00)		\$ -
R. Indirect Costs	_____ % of Total Direct Costs	\$ -
Subtotal Direct Costs:		\$ -
Total Project Budget		\$ -

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

**APPENDIX VII - MANDATORY REQUIREMENTS CHECKLIST
ITN # 07FS1801**

Behavioral Health Training for the Child Protective Investigation Professional

Mandatory Criteria Checklist

Type or Print Vendor's Name (Agency):	
Type or Print Name of Department Reviewer (Procurement Manager):	
Signature of Department Reviewer:	Date:
Type or Print Name of Department Witness:	
Signature of Department Witness:	Date:

<p>1. Was the reply received by the date and time specified in the solicitation and at the specified address? <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</p> <p>Comments:</p>		
<p>2. Does the reply include the following?</p> <p>a. Appendix II - Signed Proof of Signature Authority, naming the Vendor and its Authorized Representative (see note at bottom of Section A for acceptable alternatives). <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</p> <p>b. Appendix III - Master Certification, including the names of Vendor and its Authorized Representative and signature of the Authorized Representative. <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</p>		
<p>3. Is the "True" box in the Master Certification checked for each of the following?</p> <p>a. Appendix III a - Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</p> <p>b. Appendix III b - Certification of Representations Per Section 9 of PUR 1001 <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</p> <p>c. Appendix III c - Certification of Authority to Do Business in Florida <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</p> <p>d. Appendix III d - Statement of No Involvement <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</p> <p>e. Appendix III e - Conflict of Interest Statement (Non-Collusion) <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</p> <p>f. Appendix III f - Certification Regarding Lobbying <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</p> <p>g. Appendix III g - Certification Regarding Scrutinized Companies List <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</p> <p>h. Appendix III h - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for contracts/subcontracts <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</p> <p>i. Appendix III i - Certification Regarding Prior Contractual Obligations <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</p> <p>j. Appendix III j - Certification of Representations Per Sections 287.133 and 287.134, F.S. <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</p>		

k. Appendix III k - Certification of a Drug Free Workplace	<input type="checkbox"/> (YES) = Pass	<input type="checkbox"/> (NO) = Fail
4. Does the reply include a Reply for Sections 4.2.3 through 4.2.7?	<input type="checkbox"/> (YES) = Pass	<input type="checkbox"/> (NO) = Fail
5. Does the reply include a Cost Proposal as required by Section 4.2.8?	<input type="checkbox"/> (YES) = Pass	<input type="checkbox"/> (NO) = Fail
6. Does the reply include independent financial and compliance audit reports and/or certified financial statements for the three most recent fiscal years as required by Section 4.2.9.?	<input type="checkbox"/> (YES) = Pass	<input type="checkbox"/> (NO) = Fail
7. Does the reply include proof of vendor registration in MyFloridaMarketPlace, Sections 3.5.?	<input type="checkbox"/> (YES)	<input type="checkbox"/> (NO)
8. Has the Department Verified the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List? <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail Comments:		

If any responses are “no”, the reply is disqualified from further evaluation, with the exception of item 7.

APPENDIX VIII – TRAINING EVALUATION SURVEY

Training Evaluation Survey

TRAINING DATE: _____ CIRCUIT: _____ TRAINER'S NAME: _____
TRAINING TOPIC/NAME: _____

Please respond to each question using the following scale:

1 = Strongly Disagree	2 = Disagree	3 = Unsure/Neutral	4 = Agree	5 = Strongly Agree
-----------------------	--------------	--------------------	-----------	--------------------

Please circle the number that most appropriately answers the following questions regarding the TRAINER'S presentation:

1. The quality of the presentation was good.

1	2	3	4	5
---	---	---	---	---

2. Participation was encouraged.

1	2	3	4	5
---	---	---	---	---

3. The trainer used various tools to match various learning styles (exercises, PowerPoint, lecture, multimedia, etc.).

1	2	3	4	5
---	---	---	---	---

4. The trainer was knowledgeable about both the Florida Safety Methodology and child welfare systems.

1	2	3	4	5
---	---	---	---	---

5. Overall, I was satisfied with the trainer's performance.

1	2	3	4	5
---	---	---	---	---

Additional Comments: _____

Please circle the number that most appropriately answers the following questions regarding the evaluation of the TRAINING CONTENT:

1. I have a clear understanding of the information presented.

1	2	3	4	5
---	---	---	---	---

2. The information presented was useful to my work.

1	2	3	4	5
---	---	---	---	---

3. The information presented was well organized.

1	2	3	4	5
---	---	---	---	---

4. I understand the components of this concept of the Florida Safety Methodology.

1	2	3	4	5
---	---	---	---	---

5. I learned specific practice skills as a result of this training workshop.

1	2	3	4	5
---	---	---	---	---

6. Overall, I was satisfied with the contents.

1	2	3	4	5
---	---	---	---	---

Additional Comments: _____

APPENDIX IX –

DIRECT ORDER INFORMATION SHEET

Standard Direct Orders

The Department of Children and Families standard direct order, formerly called a Purchase Order, should be used for the acquisition of all “commodities” and “purchases” as defined in Section 287, Part I, F.S., and associated administrative rules of State Purchasing unless otherwise excluded by this operating procedure. The use of various clarifying attachments to accompany Direct Orders will be at the discretion of the purchasing staff. If used, however, they should be clearly referenced on the Direct Order. Final terms and conditions, as negotiated, will be documented through a Statement of Work, which will be considered part of the final agreement.

Direct Order Description

The standard Department of Children and Families Direct Order is the electronic Direct Order generated by MyFloridaMarketPlace (MFMP).

Preparation of Direct Order

Following the receipt and evaluation of an approved ARTS requisition, the purchasing director/agent will complete those actions that precede the preparation of a Direct Order. When required preliminary action has been completed, a Direct Order may be prepared. This is a legal document that, upon acceptance by the vendor, authorizes the purchase of and payment for the specified commodity and/or service, and constitutes a binding contract enforceable by law. The order must be carefully worded and accurately prepared to minimize errors and the possibility of misunderstanding.

Direct Order Procedure

Director Orders are entered and electronically signed and transmitted by the purchasing director/agent. Funds are automatically encumbered in FLAIR for the Department of Children and Families Direct Orders unless the purchasing agent overrides the automatic setting.

Prompt Payment

Vendors submitting a correct invoice, and not receiving payment within 40 days of submission of such invoice, as per Chapter 215.422(3)(b), F.S., is entitled to interest at a rate as established pursuant to s.55.03(1), F.S. on the unpaid balance from the expiration of such 40 day period until such time as the warrant is issued to the vendor.