



SOLICITATION

INVITATION TO NEGOTIATE (ITN)
COMMUNITY ACTION TEAM (CAT) PROGRAM
ST. JOHNS

2018-003

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SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement

LSF Health Systems is issuing this solicitation to develop an effective Community Action Team (CAT) Program in St. Johns County. The goal of this contract is to address mental health and physical health care needs in cases where traditional mental health service interventions have not worked.

The CAT program utilizes a multidisciplinary and person-centered approach to coordinate treatment interventions and natural supports tailored to the individual needs of youth or young adults, allowing them to remain successfully in their community. CAT services provided to youth, young adults, and their families are designed to:

- Strengthen the family system, resulting in youth and young adults living at home and living successfully in the community;
- Improve school related outcomes such as attendance, grades and graduation rates;
- Decrease out-of-home placements;
- Improve family or youth functioning;
- Decrease substance use or abuse;
- Decrease psychiatric hospitalizations;
- Transition into age appropriate services; and
- Increase health and wellness.

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

1.2 Statement of Purpose

LSF Health Systems is seeking a Provider in St. Johns County capable of providing an array of children's mental health and co-occurring substance abuse services to eligible individuals and their families according to an individualized Plan of Care and obtainable treatment goals.

CAT services may include any combination of children's crisis intervention, case management, behavioral health services, licensed psychiatric evaluation services, counseling, therapeutic mentoring, transition services to an adult system of care, respite services, transportation, remedial academic instructions, substance use or abuse interventions and treatment services, referrals for primary medical and dental health care, housing and legal services.

The Provider shall deliver services primarily in community settings outside the primary program site, including an individual's residence and appropriate community locations as determined by the needs and convenience of the individuals receiving services.

The Provider shall maintain the following **minimum** programmatic Full-Time Equivalent (FTE) staff for the provision of the services described herein.

- (1) FTE Team Leader**
- (2) FTE Mental Health Clinicians**
- (1) FTE Case Manager**
- (3) FTE Therapeutic Mentors**
- (0.25) FTE Psychiatrist or Advanced Registered Nurse Practitioner**
- (0.5) FTE Registered Nurse or Licensed Practical Nurse**
- (1) FTE Support Staff**

The Provider must have these staff as part of the team; however, the number of staff and the functions they perform may vary by team in response to local needs and as approved by the contract manager.

A successful proposal will include a descriptive list of services to provide children’s mental health services that comprehensively addresses the following: Use of Evidence Based or Wraparound Practices, collaboration with stakeholders to include the client’s natural community, Department of Juvenile Justice and Department of Education to improve safe outcomes for raising the child at home rather than utilizing costlier institutional placement, foster home care, or juvenile justice services.

The award recipient will be expected to leverage existing resources where available.

1.3 Term of the Agreement

The anticipated start date of the resulting contract is July 1, 2018. The anticipated duration of the contract is three years. The contract may be renewed for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by LSF Health Systems 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 LSF Health Systems. The sole contact point for all communication regarding this ITN is:

Shelley Katz, VP of Operations
LSF Health Systems
9428 Baymeadows Rd., Suite 320
Jacksonville, FL 32256
shelley.katz@lsfnet.org

1.5 Contract Terms

Contract terms used in this document can be found in the LSF Health Systems’ Glossary of Contract Terms, which is hereby incorporated by reference and maintained at the following website: <https://lsfnet.org/lsf-health-systems/contract-documents/>

Contract specific terms used in this document are found in APPENDIX VII: LSF Standard Contract.

1.6 Supporting Documentation

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

Subject	Description	Link
The Community Action Team (CAT) Evaluation Report	Description of the CAT Program	http://www.myflfamilies.com/service-programs/substance-abuse/publications
General Instructions to Respondents	PUR 1001	http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms
Standard Terms and Conditions	PUR 1000	Same as above
LSF Health Systems Glossary of Contract Terms	Contract	https://lsfnet.org/lsf-health-systems/contract-documents/
LSF Standard Contract	Contract	https://lsfnet.org/lsf-health-systems/contract-documents/

1.7 Small, Minority, and Florida Certified Veterans Business Participation

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

SECTION 2. ITN PROCESS

2.1 General Overview of the Process

The ITN process is divided into two (2) phases, the Evaluation Phase and the Negotiation Phase:

(1) The Evaluation Phase involves LSF Health Systems' initial evaluation of replies. During the Evaluation Phase, all responsive replies will be evaluated against the evaluation criteria set forth in this ITN. LSF Health Systems' will then select one (1) or more vendors (Shortlist) within the competitive range to participate in negotiations. A vendor will be deemed responsive unless determined to be nonresponsive as defined in this solicitation document.

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

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the ITN

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the LSF Health Systems' website located at: <https://lsfnet.org/lsf-health-systems/resources/>.

It is the responsibility of prospective providers to check the website 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 LSF Health Systems, are subject to the Florida public records laws located in Chapter 119, Florida Statutes.

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

2.3 Protests and Disputes

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

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

2.4 Limitations on Contacting Department Personnel and Others

2.4.1 General Limitations

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

2.4.2 Limitations During Negotiations

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

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

2.4.3 Violation of Contact Limitations

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

2.5 Schedule of Events and Deadlines

Activity	Date	Time Eastern	Address	Section Reference
ITN advertised and released on the LSF Health Systems website:	May 14, 2018	5:00 PM	LSF Health Systems website: https://lsfnet.org/lsf-health-systems/resources/	2.2.1
Submission of written inquiries must be received by:	May 16, 2018	5:00 PM	Attn: Shelley Katz, VP of Operations LSF Health Systems 9428 Baymeadows Rd., Suite 320 Jacksonville, FL 32256 shelley.katz@lsfnet.org	2.6
Anticipated date for posting LSF Health System's Response to Inquiries:	May 21, 2018	5:00 PM	LSF Health Systems website: https://lsfnet.org/lsf-health-systems/resources/	2.6
Notice of Intent to Submit a Reply	May 23, 2018	5:00 PM	Attn: Shelley Katz, VP of Operations LSF Health Systems 9428 Baymeadows Rd., Suite 320 Jacksonville, FL 32256 shelley.katz@lsfnet.org	2.7
Sealed Replies must be received by LSF Health Systems:	May 28, 2018	5:00 PM	Attn: Shelley Katz, VP of Operations LSF Health Systems 9428 Baymeadows Rd., Suite 320 Jacksonville, FL 32256 shelley.katz@lsfnet.org	2.9, 4.1

Activity	Date	Time Eastern	Address	Section Reference
*Reply Opening and Review of Mandatory Requirements:	May 29, 2018	5:00 PM	LSF Health Systems 9428 Baymeadows Rd., Suite 320 Jacksonville, FL 32256	4.2.2, 5.2
*Debriefing Meeting of the Evaluators and ranking of the replies:	June 6, 2018	2:00 PM	LSF Health Systems 9428 Baymeadows Rd., Suite 320 Jacksonville, FL 32256	5.3
Anticipated posting of qualified Vendors (shortlist) for Negotiation:	June 7, 2018	5:00 PM	LSF Health Systems website: https://lsfnet.org/lsf-health-systems/resources/	5.3.5
Anticipated negotiation period:	June 8-13, 2018	N/A	LSF Health Systems 9428 Baymeadows Rd., Suite 320 Jacksonville, FL 32256	5.4
*Meeting of Negotiation Team to Develop Recommendation for Award:	June 14, 2018	3:00 PM	LSF Health Systems 9428 Baymeadows Rd., Suite 320 Jacksonville, FL 32256	5.5
Anticipated posting of Intended Contract Award:	June 15, 2018	10:00 AM	LSF Health Systems website: https://lsfnet.org/lsf-health-systems/resources/	5.5.4
Anticipated Effective Date of Contract:	July 1, 2018	N/A	N/A	1.3
All vendors are hereby notified that meetings noted with an asterisk above () are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public (except for the Solicitation Conference, during which comments and questions will be taken from vendors).				

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

2.6 Written Inquiries

Other than during the Solicitation Conference, prospective vendor questions will only be accepted if submitted as written inquires to the Procurement Manager as specified in **Section 1.4**, via electronic mail, U.S. Mail, or other

delivery service, and received on or before the date and time specified in **Section 2.5**. Vendors should use the template provided in **APPENDIX V** of this ITN to submit written inquiries. Written inquiries will not be accepted by facsimile.

The responses to all inquiries will be made available by the date and time specified in **Section 2.5** through electronic posting on the LSF Health Systems website: <https://lsfnet.org/lsf-health-systems/resources/>.

2.7 Notice of Intent to Submit a Reply

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

2.8 Receipt of Replies

2.8.1 Reply Deadline

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

2.8.2 Binding Replies

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

2.8.3 Changes to Replies After Submission Prohibited

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

2.8.4 Right to Rely on Department Information

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

2.8.5 Receipt Statement

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

2.8.6 Request to Withdraw Reply

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

2.8.7 Cost of Preparation of Reply

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

2.9 Form PUR 1001

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

2.10 LSF Health Systems Reserved Rights

2.10.1 Waiver of Minor Irregularities

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

2.10.2 Right to Inspect, Investigate, and Rely on Information

In ranking replies for negotiation and in making a final selection, LSF Health Systems 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 LSF Health Systems' records or known to its personnel.

2.10.3 Rejection of All Replies

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

2.10.4 Withdrawal of ITN

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

2.10.5 Reserved Rights After Notice of Award

2.10.5.1 LSF Health Systems reserves the right to schedule additional negotiation sessions with vendors identified in the posting of a Notice of Award to establish final terms and conditions for contracts with those vendors.

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

2.10.6 Other Reserved Rights

LSF Health Systems reserves all rights described elsewhere in this ITN.

SECTION 3. SPECIFICATIONS

3.1 Mandatory Requirements

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

3.2 Minimum Programmatic Specifications

The selected vendor shall perform the tasks outlined in **APPENDIX VII – LSF Standard Contract** in accordance with all terms thereof, which is being posted on the LSF Health Systems website with this ITN, and incorporated by reference.

3.3 Minimum Financial Specifications

The selected vendor shall be compensated in the manner set forth in **APPENDIX VII – LSF Standard Contract** in accordance with all terms therein, which is being posted on the LSF Health Systems website with this ITN, and incorporated by reference.

3.3.1 Funding Sources

Funding sources and availability of funds are outlined in **APPENDIX VII – LSF Standard Contract** in accordance with all terms thereof, which is being posted on the LSF Health Systems website with this ITN, and incorporated by reference.

3.3.2 Allowable Costs

Allowable costs are outlined in APPENDIX VII – LSF Standard Contract in accordance with all terms thereof, which is being posted on the LSF Health Systems website with this ITN, and incorporated by reference.

3.3.3 Funding for Services Only

Funds can be used to assist with start-up or readiness activities. Such costs will be borne exclusively by the successful vendor.

3.4 Vendor Registration in MyFloridaMarketPlace

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

3.5 Composition of the Contract

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

3.5.1 Department’s Standard Integrated Contract

LSF Health Systems’ Standard Contract contains general contract terms and conditions required by LSF Health Systems for all vendors. In addition, LSF Health Systems’ Standard Contract contains additional contract terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation.

3.5.2 Form PUR 1000 (APPENDIX VII)

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

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

3.5.3 Other Attachments or Exhibits

All other attachments and exhibits to LSF Health Systems’ Standard Contract referenced in this ITN shall also be part of the resulting contract, if any.

3.6 Order of Precedence

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

3.6.1 APPENDIX VII – LSF Standard Contract

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

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITN

4.1 How to Submit a Reply

4.1.1 Mandatory Reply Deadline

All replies must be received by the Procurement Manager by the deadline and at the address set forth in Section 2.5. The vendor must choose the appropriate means for delivery, and is exclusively responsible for receipt of the reply by the Procurement Manager. Late replies will not be evaluated. See also Section 2.8.1.

4.1.2 Electronic Transmittal of Replies Not Accepted

Facsimile or electronic transmissions of replies will not be accepted.

4.1.3 Reply Amendments

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

4.1.4 Number of Copies Required and Format for Submittal

Vendors shall submit one (1) original and three (3) hard copies of the Programmatic Reply and one (1) original and three (3) copies of the Financial Reply. The original Programmatic Reply and the Financial Reply submitted to LSF Health Systems must contain an original signature of an official authorized to bind the vendor to the reply. One (1) electronic copy (on CD-ROM or USB) of the reply, each containing both parts of the reply (Programmatic and Financial), identical to the hard copies, must also be submitted with the hard copies.

4.1.5 Replies to be in Sealed Container

All original, hard copies and electronic copies of the Vendor Replies must be submitted in a sealed container. The container must be clearly marked with the title of the reply, the ITN number, the vendor's name, and identification of enclosed documents (i.e., Programmatic Reply and Financial Reply for Community Action Team (CAT) Program). The original reply must be clearly marked as the original, and the copies identified and numbered (i.e., original, copy #1 of 7, etc.).

4.1.6 Hard-copy Reply Format

Replies must be typed, single-spaced, on 8-1/2” x 11” paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text.

The reply must be bound, labeled and submitted as described in **Section 4.2** for the Programmatic Reply and **Section 4.3** for the Financial Reply.

4.1.7 Electronic Copy Format

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

4.2 Content of the Programmatic Reply

4.2.1 Programmatic Reply Title Page

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

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

4.2.2 TAB 1: Mandatory Requirements

The following are the Mandatory Requirements for this ITN:

4.2.2.1 Certificate of Signature Authority

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

4.2.2.2 Mandatory Certifications

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

4.2.2.3 Tie Breaking Certifications

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

4.2.3 TAB 2: TABLE OF CONTENTS

4.2.4 TAB 3: EXECUTIVE OVERVIEW

Vendor shall provide a brief executive overview demonstrating an understanding of the ITN purpose stated in Section 1.2, and the needs specified in this ITN. The Executive Overview should also include a brief description of the vendor’s organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications and completing Deliverables as defined in the LSF Standard Contract.

4.2.5 TAB 4: SERVICES APPROACH AND SOLUTION

The vendor shall describe the addressed needs and services outlined herein with an overview of how the agency intends to meet same. The agency must provide a thorough description of objectives and services to be provided under the project. Agencies must provide a detailed description of staffing in their responses. In order to facilitate the reply evaluation process, vendors should format this reply section in a way that is clearly delineated for each of these service areas as defined:

1. **Crisis intervention**
2. **Case management**
3. **Primary medical and dental health care;**
4. **Basic needs such as housing and transportation;**
5. **Tutoring and educational services;**
6. **Employment and vocational services;**
7. **Legal services;**
8. **Other behavioral health services**
9. **Licensed psychiatric evaluation services**
10. **Respite services**
11. **Counseling, therapeutic mentoring**
12. **Transition services to an adult system of care;**
13. **Transportation to medical appointments, court hearings, or other related activities outlined in the care plan.**
14. **Tutoring and remedial academic instruction.**
15. **Substance use or abuse interventions and treatment services**

4.2.5.1 Response Content and Organization

The response to this solicitation must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:

1. **Title Page;**
2. **Table of Contents;**
3. **Narrative Program Description;**
4. **Proposed Budget with Narrative Description;**
5. **References**

If no form is provided, agencies may utilize the format of their preference. Agencies selected for negotiation or award will be subject to providing evidence of eligibility to for state or federal funding. Several additional forms, certifications and documents will be required upon notification of an award.

Failure to provide the requested materials will disqualify the recipient from funding and the agency with the next highest score will be contacted for negotiations. Any response that does not adhere to the requirements outlined in this solicitation may be deemed non-responsive and rejected on that basis.

4.2.6 TAB 5: COMPANY QUALIFICATIONS AND EXPERIENCE

- The vendor shall describe its organization's approach and philosophy, including mission statement, core values, and vision in caring for children's mental health and substance abuse treatment needs.
- The vendor shall: describe its organization and governance structure, depicting clear lines of authority including corporate affiliations; describe how the structure represents a lean, efficient and effective administrative model; describe experience and achievements in developing a governance model is designed to avoid conflicts of interest.
- The vendor must describe any experience in providing similar services as requested in this ITN and **APPENDIX VII – LSF Standard Contract**. The experience should include work done by the individuals who will be assigned to the work described in this ITN, as well as the overall experience of the organization.
- Provide the requested information below which will demonstrate the vendor's ability to successfully complete the work described in this ITN and its appendices, attachments, exhibits and referenced supporting documentation.

Specifically, in addition to the other information described above the vendor and the subcontractor(s) must provide:

- A.** Full, legal name.
- B.** Federal Employer Identification Number.
- C.** Proof of legal entity and authorization to do business with the State of Florida.
- D.** Country and state of incorporation.
- E.** Principal place of business.
- F.** Description of the vendor's organization, including number of years in business, subsidiaries, parent corporations, officers; include organization charts and details concerning the number of facilities by geographic location.
- G.** Brief description of the vendor's principal type of business and history and what uniquely qualifies the Vendor for the work described in this ITN and **APPENDIX VII – LSF Standard Contract**.

- H. 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.
- I. Identification of any potential or actual conflicts of interest that might arise for the Vendor as a result of contract award to the vendor, and describe in detail the plan to eliminate or mitigate them. Such conflicts include, but are not limited to, those covered by Section 6 of the PUR 1001. Address both personal and organizational conflicts.
- J. Reservations the vendor must make if unable to certify completely all of the items in Section 9 of the PUR 1001 entitled "Representation and Authorization." If no reservations are made in this section of the reply, the vendor shall be deemed to attest to the truth of all of listed items and LSF Health Systems may rely upon them.

The following specifically apply to the prime vendor and should be addressed as such:

- K. Names and addresses of all affiliated or related companies, partnerships or associations (including subcontractor, if any) and a brief description of its relationship to the vendor.
- L. If proposing to use any subcontractors to perform the work described in this ITN and **APPENDIX VII – LSF Standard Contract**.

4.2.7 TAB 6: CORE TEAM QUALIFICATIONS

- The vendor shall describe the qualifications and credentials of their leadership team with an explanation of why the leadership team is qualified to lead their organization in meeting the needs of this ITN. In addition, the vendor must include résumés for key leadership personnel describing their work experience, education, and training as it relates to the requirements of this ITN and **APPENDIX VII – LSF Standard Contract**.
- The reply shall include the vendor's operational approach to the recruitment, training, supervision and retention of qualified personnel as described in **APPENDIX VII – LSF Standard Contract**.
- The vendor shall demonstrate the approach to recruitment of staff able to meet any unique cultural needs described in **APPENDIX VII – LSF Standard Contract**. The solution should address all applicable personnel grievance and conflict resolution practices. The vendor should explain how the organization and staffing levels will best meet the performance standards required to perform properly. It is also important to describe the credentials for human resources, quality assurance, financial, information technology, and other key professional level employees.

4.3 Content of the Financial Reply

4.3.1 Financial Reply Title Page

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

- A. Title of reply;
- B. ITN number;
- C. Prospective vendor's name and federal tax identification number;

- D. Name, title, telephone number and address of person who can respond to inquiries regarding the reply; and
- E. Name of program coordinator (if known).

4.3.2 TAB A: FINANCIAL INFORMATION

4.3.2.1 Financial Management

The vendor must describe its current financial management and accounting systems and capability to provide services within the prescribed annual budget of \$750,000.

4.3.2.2 Proposed Service Efficiencies and Re-investment

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

4.3.2.3 Ongoing Approach to Reduce Administrative Costs and Expand Services

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

4.3.2.4 Local Match

Not Applicable.

4.3.3 TAB B: BUDGET

The vendor must describe how they plan to utilize their budget to accomplish goals and administer services for CAT program within the prescribed counties.

The budget totals should be based on available funding projections, if any, and if different, the vendor should explain the differences.

4.4 Public Records and Trade Secrets

4.4.1 Replies and Other Submissions Are Property of the State

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

4.4.2 Replies and Other Submissions are Subject to Public Inspection

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

4.4.3 How to Claim Trade Secret Protection

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

4.4.4 Vendor's Duty to Respond to Public Records Requests

In response to any notice by LSF Health Systems that a public records request received by LSF Health Systems 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 LSF Health Systems, or the public pursuant to subsection 119.0701(2), F.S., with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Vendor fails to promptly submit a redacted copy and

justification in response to the notice of a public records request, LSF Health Systems is authorized to produce the records sought without any redaction.

4.5 LSF Health Systems not Obligated to Defend Vendor Claims

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

SECTION 5. THE SELECTION METHODOLOGY

LSF Health Systems intends to award the contract to the responsive vendor(s) that the CEO, or his or her designee, determines to be the best value, based on the selection criteria set forth in **Section 5.1**.

5.1 Selection Criteria

The following Selection Criteria shall apply for this ITN:

Criteria
The vendor’s articulation of its response to the needs, purposes while providing solution/services to meet the requirements of this ITN.
The vendor’s ability to be sustainable in achieving the goals set by LSF Health Systems in providing service; to meet the needs identified in the solicitation; to demonstrate provisions to monitor and evaluate the efficacy of the program; to provide mechanisms to identify problems within the program and correct same and the ability to establish or maintain appropriate community connections and resources to institute the project.
The skills and experience of the vendor’s leadership team, staff and resources the vendor will use in implementing its solution/services.
The vendor’s financial management approach, proposed budget and related financial information.
The vendor has sufficient references to support its proposal. Preference given to responses which include letters of support in lieu of simply listing a reference.

LSF Health Systems 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 LSF Health Systems determines to be required to assure performance of the contract.

5.2 Application of Mandatory Requirements

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

- 5.2.1** The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements specified in APPENDIX III. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.
- 5.2.2** An initial determination that a reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

5.3 Evaluation Phase Methodology for Ranking and Shortlisting

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

5.3.1 Scoring by Evaluators

LSF Health Systems’ Evaluators will independently evaluate each Programmatic Reply in accordance with the following criteria:

Criteria	Relative Value
<p>Response to Need and Purpose Rate the degree to which the proposal demonstrates the agency’s understanding of the need and purpose for this project. Experience in providing these services in needed areas of children’s mental services in St. Johns County.</p>	25 points
<p>Description of Objectives/Services to be Provided Rate the degree to which the proposed program:</p> <ul style="list-style-type: none"> • Is sustainable • Meets the needs identified in the solicitation • Contains provisions to monitor and evaluate the efficacy of the program • Provides mechanisms to identify problems within the program and correct same • The degree to which the agency is sufficiently established with appropriate community connections and resources to institute the project. 	35 points

Criteria	Relative Value
<p>Description of Staffing</p> <ul style="list-style-type: none"> Rate the degree to which the agency has or plans to have appropriate and qualified staff in place to ensure the project's success. Evaluate whether provisions for services to the deaf, hard-of-hearing and those with limited English proficiency are outlined. 	15 points
<p>The vendor's financial management approach, proposed budget and related financial information.</p> <ul style="list-style-type: none"> Rate the degree to which the budget is allowable, reasonable and necessary. Some guidelines for this review are: No more than 10% of the budget has been allocated to administrative/indirect costs Taxes and fringe benefits are lower than 20-23% of the salary (amount of taxes and fringe divided by salary times 100) Fixed Capital expenditures (real property, structural improvement, fixtures or fixed equipment) are excluded from the budget The agency has utilized non-DCF funding streams to supplement the program The program's budget is no more than \$750,000 per fiscal year 	20 points
<p>References</p> <ul style="list-style-type: none"> Rate the degree to which the agency has sufficient references to support its proposal. Preference given to responses which include letters of support in lieu of simply listing a reference. 	5 points
TOTAL	100

5.3.2 Total Score, Recommended Ranking and Competitive Range of Replies

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

For example:

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

Company E	800	3*
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**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.*

This ranking will serve as the recommended ranking of LSF Health Systems' Evaluators.

5.3.3 Report of the Procurement Manager

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

5.3.4 Determination of Ranking

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

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

Upon approval of the list of vendors selected for negotiations by the CEO or his/her designee, LSF Health Systems will post the Move Forward List on the LSF Health Systems website: <https://lsfnet.org/lsf-health-systems/resources/>. Responsive vendors who are not listed in the posting will not be formally eliminated from the ITN process until the posting of the notice of intent to award. Unless otherwise provided in the posting of the Move Forward List, no presumption of preference or merit in the negotiation process or for contract award shall arise from the Evaluators' scores, the ranking or the order of vendors listed in such posting. No responsive Vendor will be formally eliminated from consideration for award of a contract under this ITN until the posting of a Notice of Intended Award is issued.

5.4 Negotiation Process for Final Selection

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

5.4.1 Supplemental Replies

LSF Health Systems reserves the right to require vendors on the Move Forward List to submit a supplemental reply or other submission prior to conducting negotiations. Notice of such

requirement will be posted on the LSF Health Systems website: <https://lsfnet.org/lsf-health-systems/resources/>.

5.4.2 Goal of Negotiations

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

5.4.3 Department Retains Discretion

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

5.4.4 Other LSF Health Systems Rights During Negotiations

At any time during the negotiation process, LSF Health Systems' reserved rights include but are not limited to:

Schedule additional negotiating sessions with any or all responsive vendor(s);

- Require any or all responsive vendor(s) to provide additional or revised replies and detailed written proposals addressing specified topics;
- Require any or all responsive vendor(s) to provide a written best and final offer;
- Require any or all responsive vendor(s) to address services, prices, or conditions offered by any other vendor;
- Pursue a contract with one or more responsive vendor(s) for the services encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written proposals or request for best and final offers;
- Pursue the division of contracts between responsive vendor(s) by type of service or geographic area, or both;
- Arrive at an agreement with any responsive vendor, finalize principal contract terms with such vendor and terminate negotiations with any or all other vendors, regardless of the status of or scheduled negotiations with such other vendor(s);
- Decline to conduct further negotiations with any vendor;
- Reopen negotiations with any vendor;
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this ITN;
- Review and rely on relevant information contained in the replies received pursuant to Section 4; and
- Review and rely on relevant portions of the evaluations conducted pursuant to Section 5.3.

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

5.4.5 Negotiation Meetings Not Open to Public

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

5.5 Final Selection and Notice of Intent to Award Contract

5.5.1 Department's Negotiation Team Recommendation

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

5.5.2 Selection of Vendor(s)

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

5.5.3 Reserved Rights

LSF Health Systems reserves the right to:

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

- Award a contract which includes one or more subcontractors proposed by any other vendor(s).

5.5.4 Posting Notice of Award

LSF Health Systems will post the Notice of Intent to Award Contract, stating intent to enter into one (1) or more contracts with the vendor or vendors identified therein, on LSF Health Systems website: <https://lsfnet.org/lsf-health-systems/resources/>.

Any negotiations to finalize terms and conditions of the contract after such notice will involve an LSF Health Systems designee and not the LSF Health Systems' negotiation team, although members of the team may assist the designee in such negotiations.

5.5.5 Reserved Rights After Notice of Intent to Award

LSF Health Systems reserves the right:

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

APPENDIX I: NOTICE OF INTENT TO SUBMIT A REPLY

_____ (Vendor Name) wishes to inform LSF Health Systems of its intent to respond to the solicitation entitled " _____," ITN No. _____.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

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

APPENDIX II: CERTIFICATE OF SIGNATURE AUTHORITY

Check below and complete Section A or Section B	
	Vendor is not a sole proprietorship (Complete Section A)
	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 LSF Health Systems and sign all documents submitted on behalf of the above-named Vendor in response to ITN # _____, and, in so doing, to bind the named Vendor to the statements made therein.</p>	
Dated:	
Signature:	
Printed Name:	
Title:	
<p>NOTE: In lieu of the above, the Vendor may submit a corporate resolution or other duly executed certification issued in the Vendor's normal course of business to prove signature authority of the named Authorized Representative.</p>	
Section B	
<p>I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of Vendor), and will be personally bound by the Proposal submitted in response to ITN # _____.</p>	
Dated:	
Signature:	
Printed Name:	

APPENDIX III: VENDOR'S CERTIFICATIONS

MANDATORY CERTIFICATIONS		
MASTER CERTIFICATION		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # _____ (the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (a) through (m) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.</p>		
<p>Check the applicable box next to the title to each certification:</p>		
True	False	
		a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document
		b. Certification of Representations Per Section 9 of PUR 1001
		c. Certification of Authority to Do Business in Florida
		d. Statement of No Involvement
		e. Conflict of Interest Statement (Non-Collusion)
		f. Certification Regarding Subcontractors and Other Providers
		g. Certification Regarding Lobbying
		h. Certification Regarding Scrutinized Companies List
		i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts
		j. Certification Regarding Prior Contractual Obligations
		k. Certification of Representations Per sections 287.133, and 287.134, F.S.
		l. Certification of a Drug Free Workplace
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p>		
<p>Signature of Authorized Representative:</p>		<p>Date:</p>

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

By checking the “True” box in the Master Certification and signing the same, I hereby certify that the Vendor’s Reply is submitted in good faith in response to LSF Health Systems 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 LSF Health Systems’ exclusive determination, in rejection of the reply.

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

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

c. Certification of Authority to Do Business in Florida

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

d. Statement of No Involvement

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

e. Conflict of Interest Statement (Non-Collusion)

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

f. Certification Regarding Subcontractors and Other Providers

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

g. Certification Regarding Lobbying

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

h. Certification Regarding Scrutinized Companies List

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

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

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

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

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

(1) Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. LSF Health Systems 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 LSF Health Systems’ contract manager for assistance in obtaining a copy of those regulations.

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

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

(7) LSF Health Systems may rely upon a certification of a vendor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

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

j. Certification Regarding Prior Contractual Obligations

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

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

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

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

l. Certification of a Drug Free Workplace

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

APPENDIX IV: TIE BREAKING CERTIFICATIONS

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

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

MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS

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

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

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

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

Signature of Authorized Representative:	Date:
---	-------

m. Certification of a Certified Minority Business Enterprise

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

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

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

o. Certification of a Florida Business

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

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

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

APPENDIX V: QUESTION SUBMITTAL FORM

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

Vendor Name: [Enter Legal Name of Vendor]

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

[Add rows as necessary.]

*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

*Name and Title of Authorized Representative

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

APPENDIX VI: MANDATORY REQUIREMENTS CHECKLIST

MANDATORY CRITERIA CHECKLIST for: (enter name & reference # of solicitation)																																					
Print Vendor's Name (Agency):																																					
Print Name of Department Reviewer (Procurement Manager):																																					
Signature of Department Reviewer:	Date:																																				
Print Name of Department Witness:																																					
Signature of Department Witness:	Date:																																				
<p>1. Was the reply received by the date and time specified in the ITN 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> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%; text-align:center;">a.</td> <td style="width:70%;">Signed Certificate of Signature Authority, naming the vendor and its Authorized Representative (see note at bottom of Section A of Appendix II for acceptable alternatives)</td> <td style="width:25%; text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">b.</td> <td>Master Certification, including the names of vendor and its Authorized Representative and signature of the Authorized Representative.</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> </table>		a.	Signed Certificate of Signature Authority, naming the vendor and its Authorized Representative (see note at bottom of Section A of Appendix II for acceptable alternatives)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	b.	Master Certification, including the names of vendor and its Authorized Representative and signature of the Authorized Representative.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail																														
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<p>3. Is the "True" box in the Master Certification checked for each of the following?</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%; text-align:center;">a.</td> <td style="width:65%;">Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</td> <td style="width:30%; text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">b.</td> <td>Certification of Representations Per Section 9 of PUR 1001</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">c.</td> <td>Certification of Authority to Do Business in Florida</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">d.</td> <td>Statement of No Involvement</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">e.</td> <td>Conflict of Interest Statement (Non-Collusion)</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">f.</td> <td>Certification Regarding Subcontractors and Other Providers</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">g.</td> <td>Certification Regarding Lobbying</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">h.</td> <td>Certification Regarding Scrutinized Companies List</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">i.</td> <td>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">j.</td> <td>Certification Regarding Prior Contractual Obligations</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">k.</td> <td>Certification of Representations Per Sections 287.133 and 287.134, F.S.</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">l.</td> <td>Certification of a Drug Free Workplace</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> </table>		a.	Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	b.	Certification of Representations Per Section 9 of PUR 1001	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	c.	Certification of Authority to Do Business in Florida	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	d.	Statement of No Involvement	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	e.	Conflict of Interest Statement (Non-Collusion)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	f.	Certification Regarding Subcontractors and Other Providers	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	g.	Certification Regarding Lobbying	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	h.	Certification Regarding Scrutinized Companies List	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	i.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	j.	Certification Regarding Prior Contractual Obligations	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	k.	Certification of Representations Per Sections 287.133 and 287.134, F.S.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	l.	Certification of a Drug Free Workplace	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
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l.	Certification of a Drug Free Workplace	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail																																			
<p>The reply includes the following "tie breaker" certification documents:</p>																																					

Appendix III l. – Certification of a Drug Free Workplace	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III m. -Certification of a Certified Minority Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III n. - Certification of a Service Disabled Veteran’s Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III o - Certification of a Florida Business	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III p - Certification of a Foreign Manufacturer with a Factory in Florida	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Comments:

4. Has LSF Health Systems verified that the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List?

(YES) = Pass

(NO) = Fail

Comments:

APPENDIX VII: LSF Standard Contract

The contract draft will be made available on the LSF Health Systems website:

<https://lsfnet.org/lsf-health-systems/contract-documents/>