**STATE OF FLORIDA**

**DEPARTMENT OF CHILDREN AND FAMILIES**

**SUBSTANCE ABUSE AND MENTAL HEALTH**

# REQUEST FOR PROPOSAL

## DCF RFP 2627 020

## EMERGENCY OPIOID ANTAGONIST PRODUCTS & RESOURCES

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## SECTION 1. INTRODUCTION

### 1.1 Purpose of Procurement

In accordance with Chapter 287, Florida Statutes (F.S.), the State of Florida, Department of Children and Families (Department), Substance Abuse and Mental Health (SAMH) issues this Request for Proposals (RFP) for providers to supply the Florida Department of Children and Families' Overdose Prevention Program with multiple formulations of Emergency Opioid Antagonist Products and Resources. The Overdose Prevention Program aims to provide Overdose Recognition and Response Training and distribute free emergency opioid antagonists kits used to reverse an overdose, such as naloxone, to individuals in the community at risk of experiencing or witnessing an opioid overdose. The selected Respondent(s) must be able to provide all products and services awarded on day one of the Contract. There is no ramp up period.

The selected Respondent(s) shall provide commodities and contractual services that meets the requirements of the Department's **Purchase Order (PO) Terms & Conditions and PO Scope of Work**. Any Respondent(s) interested in participating must comply with the terms of this solicitation. By responding to this solicitation, Respondents agree to all terms, conditions, and requirements herein.

The terms "Contract", "agreement", and "purchase order" may be interchangeably used throughout this document. These terms collectively refer to the services, terms, and conditions to provide the goods, services, and solutions that meet the requirements of the Department's **PO Terms and Conditions** and **PO Scope of Work** between the Department and the selected Respondent(s).

### 1.2 Timeline of Events

The table below contains the Timeline of Events for this solicitation and contains the official solicitation dates and times. The dates and times listed as "Anticipated" within the Timeline, are subject to change. It is the responsibility of the Respondent(s) to check for any changes on the Department of Management Services Vendor Information Portal (VIP). The Eastern time zone is in effect for all events listed in the timeline below, unless stated otherwise.

| EVENT | DATE | TIME | ADDRESS |
|---|---|---|---|
| Solicitation Advertised: | 07/27/2026 | N/A | https://vendor.myfloridamarketplace.com/ |
| Written Questions Deadline: | 08/18/2026 | 10:00 a.m. | See **Section 1.4** |
| Anticipated Department's Answers to Questions: | 08/25/2026 | N/A | https://vendor.myfloridamarketplace.com/ |
| Response Deadline: | 09/15/2026 | 10:00 a.m. | See **Section 1.4** |
| Public Response Opening: | 09/15/2026 | 2:00 p.m. | **Please join my meeting from your computer, tablet or smartphone.**<br>https://meet.goto.com/654295517<br>**You can also dial in using your phone.**<br>Access Code: 654-295-517<br>United States: +1 (872) 240-3212 |
| Anticipated Posting of Award: | 10/27/2026 | N/A | https://vendor.myfloridamarketplace.com/ |

### 1.3 Term of the Agreement

The anticipated start date of the resulting Contract(s) is no later than November 30, 2026. The anticipated duration of the Contract is one (1) year. Renewal, if any, shall comply with §287.057(14), F.S.

### 1.4 Procurement Officer and Communication

The sole contact point for communication (which will only be accepted in writing) regarding this solicitation is:

Sally Johns, Procurement Officer

Sally.Johns@myflfamilies.com and hqw.procurement.team.activities@myflfamilies.com

In accordance with §287.057(25) F.S., "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 Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Response."

Any information received through oral communication shall not be binding on the Department and shall not be relied upon by a Respondent. **All emails to the Procurement Officer shall contain the solicitation number and title in the subject line and be sent to both email addresses listed above.**

## SECTION 2. SOLICITATION PROCESS

### 2.1 General Overview of the Process

Responses from responsible and responsive Respondents are eligible for evaluation. By submitting a Response, the Respondent agrees to each of the certifications listed in this solicitation unless otherwise indicated.

If the Department receives less than two (2) responsive Responses, the Department may negotiate on the best terms and conditions, pursuant to §287.057(6), F.S.

The Department may request Respondent presentations.

### 2.2 Respondent Questions

**2.2.1** Respondent questions for which binding Department answers are desired must be sent to the email addresses provided in **Section 1.4**. Questions shall be received by the Procurement Officer on or before the dates and time specified in **Section 1.2**.

**2.2.2** Respondents should read the solicitation and all attachments in whole prior to submitting questions.

**2.2.3** The Department requests that all questions have the solicitation number in the subject line of the email.

**2.2.4** The Department requests all questions be submitted at once, rather than in multiple communications.

**2.2.5** The Department's answers to written questions will be issued via an addendum and posted to VIP with this solicitation**.**

**2.2.6** Questions are requested to be submitted on or in the same format as **Appendix III: Vendor Questions.**

**2.2.7** It is the sole discretion of the Department to consider questions received after the written questions submission deadline.

**2.2.8** The Department will not accept questions by telephone, postal mail, hand delivery, or fax.

**2.2.9** Questions must include at minimum, the following information:

**2.2.9.1** Vendor name.

**2.2.9.2** Section reference pertaining to question.

## 2.3 Official Notices and Addenda

All notices, decisions, intended decisions, addenda, and other matters relating to this solicitation will be posted on the VIP located at: https://vendor.myfloridamarketplace.com/

**2.3.1** The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VIP.

**2.3.2** The Department bears no responsibility for any resulting impacts associated with a Vendor's failure to obtain the information made available.

## 2.4 General Response Information

### 2.4.1 Receipt of Responses

**2.4.1.1** Responses shall be submitted to the Department electronically to the Procurement Officer and email addresses listed in **Section 1.4**. Responses must be received by the Procurement Officer no later than the date and time specified in **Section 1.2**. Responsibility for timely delivery rests with the Respondent. Respondents should fully acquaint themselves with all aspects of this solicitation to ensure the work is performed in accordance with the terms and conditions herein. No allowances will be made to the selected Respondent(s) due to a lack of knowledge about conditions or requirements nor will the selected Respondent(s) be relieved of any liabilities or obligations.

**2.4.1.2 The electronic submission must comply with the following requirements:**

**2.4.1.2.1** The Response must be attached to the email. The Department will not log in to any websites or click on links due to security risks associated with this action.

**2.4.1.2.2** The Response must be free of malware. Any infection resulting to the Department's systems shall be addressed to the Department's satisfaction at the Respondent's expense.

**2.4.1.2.3** The software used to produce the electronic file must be Adobe portable document format ("pdf"), version 6.0 or higher.

**2.4.1.2.4** The Department must be able to be open and view the Response utilizing Adobe Acrobat.

**2.4.1.2.5** In the event that the electronic file attachment is too large to be submitted in a single email, the Respondent may utilize multiple emails so long as all required documents are delivered on by or before the date and time specified in Section 1.2. The Department can allow up to 100 MB for incoming attachments. The Respondent email system must also allow for a 100 MB attachment. Zipping attachments will reduce file sizes.

### 2.4.2 Format

Figures, charts, and tables should be numbered and referenced by number in the text. Attachments may be combined with the Response or included as separate attachments. It is understood that the Response will become a part of the Department's official procurement file.

### 2.4.3 Unrequested Terms and Conditions

The Department **will not** accept any unrequested terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's response. In submitting its Response, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. All Responses are subject to the terms of this solicitation, which, in case of conflict, will have the order of precedence listed in **Section 3.2**.

**Proposing a provision whereby the Department would indemnify anyone will render a Proposal nonresponsive.**

### 2.4.4 Cost of Preparation of Response

The Department will not pay any costs incurred in responding to this solicitation.

### 2.4.5 Clarifying Information

The Department may request, and Respondent shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Response being deemed non-responsive.

### 2.4.6 Response Withdrawal and Amendment

Respondents may withdraw, or withdraw and replace, previously submitted electronic Responses on or before the date and time specified for Responses to be received by the Department.

### 2.4.7 Firm Response

The Response shall remain firm until the Department enters into a Contract or the Department receives written notice from the Respondent that the Response is withdrawn.

### 2.4.8 General Instructions

The standard "General Instructions to Respondents" Form PUR 1001 is hereby incorporated into this solicitation by reference as if fully recited herein. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation shall take precedence over Form PUR 1001, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1001 shall take precedence. Form PUR 1001 is available at: State Purchasing (PUR) Forms / State Agency Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com)

### 2.4.9 Commitment to Diversity

Woman--, Veteran--, and Minority-owned Small Businesses are encouraged to participate in any scheduled conferences, conference calls, or pre-solicitation meetings. All respondents shall be accorded fair and equal treatment. For questions about registering to identify your Small Business as a Woman--, Veteran--, or Minority-owned Small Businesses visit: https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

## 2.5 Public Records and Trade Secrets

### 2.5.1 How to Claim Trade Secret Protection

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and §119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Response is public record and is subject to disclosure unless exempt from disclosure by law. The Department defines "confidential information" as information that is trade secret as defined in §688.002, F.S., or otherwise confidential or exempt from disclosure under Florida or federal law.

**If the Respondent considers any portion of the Response to be confidential information, the Respondent shall then submit two copies of the Response in accordance with the following:**

In both copies, any portion of the Response considered confidential information shall be clearly labeled within the text of the Response as "CONFIDENTIAL". For each portion of the Response that is labeled "CONFIDENTIAL", the Respondent shall provide a written statement of the basis for exemption applicable to each provision identified by the Respondent as "confidential", including citation to a protection created by statute, and state the reasons the provision is confidential.

The original copy shall be unredacted and labeled on the cover of the Response as "Confidential Copy". The redacted copy shall redact all the confidential information and be labeled on the cover of the Response as "Redacted Copy".

### 2.5.2 Respondent's Duty to Respond to Public Records Requests

In response to any notice by the Department that a public records request received by the Department encompasses any portion of the separately bound part of the Respondent's Response or other submissions labeled as "trade secret," the Respondent shall expeditiously provide the Department, or the public pursuant to subsection §119.0701(2), F.S., with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Respondent shall provide information correlating the nature of the claims to the redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Respondent 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.

### 2.5.3 Department not Obligated to Defend Respondent Claims

By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Respondent's determination that the redacted portions of its Response are confidential information. If a Respondent fails to submit a Redacted Copy in accordance with this solicitation, the Department is authorized to produce the entire material submitted to the Department in response to a demand for discovery or disclosure of these records or a public records request.

## 2.6 Public Opening

Responses shall be opened on the date, time and at the location indicated in **Section 1.3**. Respondents may, but are not required to, attend. Pursuant to §119.071(1)(b), F.S., no other materials will be released. Any person requiring a special accommodation because of a disability must contact the Procurement Officer at least 48-hours prior to this Solicitation opening.

## 2.7 Department's Discretion

The Department may:

**2.7.1** Determine whether a Respondent is responsible, as defined in §287.012, F.S.;

**2.7.2** Waive minor irregularities when doing so would be in the best interest of the State of Florida;

**2.7.3** Withdraw the solicitation or reject all Responses at any time;

**2.7.4** Select more than one Respondent for the commodities and Contractual services encompassed by this solicitation;

**2.7.5** Withdraw or amend its Notice of Award;

**2.7.6** Award Contract(s) for a reduced scope of the commodities and Contractual services encompassed by this solicitation.

## 2.8 Protests

Any protest concerning this Solicitation shall be made in accordance with §§120.57(3) and 287.042(2), F.S., and Chapter 28-110, Florida Administrative Code (F.A.C.). Protest timeliness will be determined using the VIP posting time. Failure to file a protest within the time prescribed in §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. Notices of Protest must be filed with the Clerk of Agency Proceedings (Agency.Clerk@myflfamilies.com).

# SECTION 3. GENERAL CONTRACT INFORMATION

## 3.1 Composition of the Contract

Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

### 3.1.1 Department's Contract

**3.1.1.1** The Department's **PO Scope of Work** contains additional terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation.

**3.1.1.2** The Department's **PO Terms & Conditions** contains general terms and conditions required by the Department for all Respondents.

**3.1.1.3** All other attachments and exhibits to the Contract referenced in this solicitation shall also be part of the resulting Contract, if any.

### 3.1.2 Form PUR 1000

Form PUR 1000 is incorporated by reference into the Contract. In the event of any conflict between Form PUR 1000 and this solicitation, the terms of this solicitation shall take precedence over Form PUR 1000, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1000 shall take precedence. Form PUR 1000 is available at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

### 3.1.3 Respondent Response

The Respondent's Response and any additional submittals, if incorporated into or attached to the Contract.

## 3.2 Solicitation Order of Precedence

In the event of a conflict between the documents included in this Solicitation, the conflict will be resolved in the following order of priority (highest to lowest):

**3.2.1** Addenda to solicitation documents, if issued (in reverse order of issuance).

**3.2.2** PO Scope of Work

**3.2.3** PO Terms and Conditions

**3.2.4** This solicitation and its attachments.

**3.2.5** PUR 1001, General Instructions to Respondents.

# SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE SOLICITATION

## 4.1 How to Submit a Response

### 4.1.1 Copies Required and Format for Submittal

**4.1.1.1** The Respondent should clearly label each copy of the Response with "Confidential Copy" and "Redacted Copy" (if applicable) as described in **Section 2.5**.

**4.1.1.2** The Department reserves the right to reject any Response that does not: properly address the requirements; fails to include the requested information; or deviates from the requirements of this solicitation in any manner.

### 4.1.2 Response Format

**4.1.2.1** Electronic (email) copies of the Responses must be submitted and must be clearly marked with, the solicitation number, title, the Respondent's name, and identification of enclosed documents.

**4.1.2.2** Responses should be typed, single-spaced, on 8 1/2" x 11" format. Pages should be numbered in a logical, consistent fashion. Figures, charts, and tables should be numbered and referenced by number in the text. The Response must be submitted in accordance with **Sections 4.2 and 4.3**.

## 4.2 Response Structure

### 4.2.1 Cover Page

The first page of the Response shall be a Cover Page that contains the following information:

**4.2.1.1** Solicitation Number and Title.

**4.2.1.2** Name, title, telephone number, email address and mailing address of person who can respond to inquiries regarding the Response.

**4.2.1.3** Full legal name of Respondent and its associated Federal Employer Identification Number (FEIN), or Social Security Number if a FEIN is not required.

**4.2.1.4** Proof of registration with MFMP.

**4.2.1.5** Country and state of incorporation.

**4.2.1.6** Principal place of business.

**4.2.1.7** Redacted Response Statement - The Respondent shall submit a statement indicating that a Redacted Copy is included, or is not included, with the Respondent's Response.

### 4.2.2 Response Section 1: Table Of Contents

### 4.2.3 Response Section 2: Mandatory Response Documents

#### 4.2.3.1 Signature Authority

Include a Certificate of Signature Authority **(Appendix I)**, completing either Section A (or providing a corporate resolution or other duly executed certification issued in the Respondent's normal course of business) or Section B, demonstrating the person signing the Response, and its statements and certifications, is authorized to make such representations and to bind the Respondent.

#### 4.2.3.2 Respondent Certifications

Include the Respondent Certifications Form **(Appendix II)** signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the Respondent and with "true" checked next to each of the Certifications (a) through (f).

### 4.2.4 Response Section 3: Executive Overview

Provide a brief Executive Overview demonstrating an understanding of the solicitation purpose and the needs specified in this solicitation. The Executive Overview includes a brief description of the Respondent's organization, and qualifications to complete the work as outlined in the **PO Scope of Work**.

**4.2.4.1** Describe Respondent's approach and philosophy, including mission statement, core values, and vision.

**4.2.4.2** Describe Respondent's 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.

**4.2.4.3** Provide information which will demonstrate the Respondent's and subcontractor(s)' ability to successfully complete the work described in this solicitation and its appendices, attachments, exhibits, and referenced supporting documentation. The Respondent's and any proposed subcontractor(s)' information shall be shown separately.

### 4.2.5 Response Section 4: Core Team Qualifications

**4.2.5.1** The Respondent 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 solicitation. In addition, the Respondent must include résumés for key leadership personnel describing their work experience, education, and training as it relates to the requirements of this solicitation and the Contract.

**4.2.5.2** The Response shall include the name and phone number of the proposed Account Manager as described in **Section 5.3.2**., of the **PO Scope of Work**.

**4.2.5.3** The Response shall include the Respondent's operational approach to the recruitment, training, supervision, and retention of qualified personnel as described in the **PO Scope of Work.**

**4.2.5.4** The Response should address all applicable personnel grievance and conflict resolution practices. The Respondent should explain how it's organization, subcontractors, and staffing levels will best meet the performance standards required to perform properly. It is also important to describe the credentials for human resources, quality assurance, financial, information technology, and other key professional level employees.

### 4.2.6 Response Section 5: Service Capability

The Respondent's Response should demonstrate the Respondent's capability in providing processes, approaches, and tools to perform requested services described in the **PO Scope of Work, Section 5.3, Task List** including:

**4.2.6.1** A proposed staffing plan to successfully deliver the services set out in the PO Scope of Work.

**4.2.6.2** For 4mg Emergency Opioid Antagonist Products only: Documented shipping history showing the competency to ship and deliver at least 65,000 of the ordered Emergency Opioid Antagonist Product to over 1,300 Enrolled Distributors in varying quantities within a single month, at least ten months per year. Acceptable documentation includes a narrative summary of the shipping history within the past three years.

**4.2.6.3** For 4mg Emergency Opioid Antagonist Products only: Documented shipping history showing the competency to ship and deliver at least 150,000 of the ordered Emergency Opioid Antagonist Product to over 1,300 Enrolled Distributors in varying quantities within a single month, at least two months per year.

**4.2.6.4** A sample report with confidential information redacted, demonstrating the ability to provide the report information outlined in the **PO Scope of Work, Section 5.3.4., Reports**.

### 4.2.7 Response Section 6: Project Approach

The Respondent's Response should detail the Respondent's Project Approach to meet the requirements as described in the **PO Scope of Work**. The Respondent must address proposed approaches or models, implementation plans (including timelines and activities), barriers or challenges, industry standards (such as required accreditations, certifications, etc.), and best practices.

**4.2.7.1** Detailed description of the Respondent's approach to services, management responsibilities, and means of completing Deliverables and meeting Performance Measures as defined in the Department's **PO Scope of Work**.

**4.2.7.2** The Respondent must include screenshots of each portion of the proposed Ordering and Reporting Portal outlined in the **PO Scope of Work, Section 5.3.3.** that the Respondent can accommodate.

### 4.2.8 Response Section 7: Prior Similar Projects

Respondents shall submit details regarding three similar projects for which similar or identical services were performed within the past five years.

## 4.3 Content of the Financial Response

### 4.3.1 Response Section 9: Cost Proposal:

The Respondent will use **Appendix V: Cost Proposal**, to provide a pricing for the services described in the Contract. Respondents may propose pricing for one, multiple, or all products listed. The Department reserves the right to negotiate lower rates with the selected Respondent(s).

## SECTION 5. THE SELECTION METHODOLOGY

The Department anticipates making a minimum of one award per product. The Department intends to award the Contract to the responsible and responsive Respondent(s) whose Response is determined, in writing, to be the most advantageous to the state. The Department will award the Contract based on a consideration of the relative importance of price and other evaluation criteria set forth in the solicitation. The Department may also make a determination as to whether to deem one or more Respondents ineligible for award due to non-responsibility or non-responsiveness. The Department will electronically post the intent to award in accordance with §120.57(3)(a), F.S., and Rule 60A-1.021, F.A.C.

### 5.1 Selection Criteria

The Department may consider any information that reflects upon a Respondent's capability to fully perform the Contract requirements and demonstrates the level of integrity and reliability required to assure performance of the Contract.

### 5.2 Evaluation Phase Methodology

All Responses determined to be responsive will be evaluated using the process outlined below. Each Evaluator shall assign a score for each evaluation criterion based upon their assessment of the response. The assignment of an individual score shall be based upon the following description of the point scores:

| DESCRIPTION | CATEGORY | POINTS |
|---|---|---|
| Extensive competency, proven capabilities, an outstanding approach to the subject area, innovative, practical, and effective solutions, a clear and complete understanding of inter-relationships, a clear and comprehensive understanding of the requirements and planning for the unforeseen. | Superior | 4 |
| Clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, a generally clear and complete description of inter-relationships, and a sound understanding of the requirements | Good | 3 |
| Fundamental competency, adequate capability, a basic approach to the subject area, apparently feasible but somewhat unclear solutions, a weak description in some areas, a fair understanding of the requirements, and a lack of staff experience and/or skills in some areas. | Adequate | 2 |
| Little competency, minimal capability, an inadequate approach to the subject area, infeasible and/or ineffective solutions, somewhat unclear, incomplete, a lack of understanding of the requirements and a lack of demonstrated experience and skills | Poor | 1 |
| A significant or complete lack of understanding, an incomprehensible approach, a significant of complete lack of skill and experience. | Insufficient | 0 |

#### 5.2.1 Programmatic Scoring

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

| Criteria | Score (0-4) | Weight |
|---|---|---|
| **Response Section 3: Executive Overview (Section 4.2.4.)**<br>Provide a brief Executive Overview demonstrating an understanding of the solicitation purpose and the needs specified in this solicitation. The Executive Overview includes a brief description of the Respondent's organization, and qualifications to complete the work as outlined in the Contract.<br>• Adequacy of the Respondent's approach and philosophy, including mission statement, core values, and vision.<br>• Adequacy of the Respondent's 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.<br>• How well does the Respondent demonstrate the ability to successfully complete the work described in this solicitation and its appendices, attachments, exhibits, and referenced supporting documentation. The Respondent's and any proposed subcontractor(s)' information shall be shown separately. | | 3 |
| **Response Section 4: Core Team Qualifications (Section 4.2.5)**<br>• Adequacy of the Respondent's 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 solicitation. Adequacy of the Respondent's résumés for key leadership personnel describing their work experience, education, and training as it relates to the requirements of this solicitation and the Contract.<br>• Adequacy of the Respondent's operational approach to the recruitment, training, supervision, and retention of qualified personnel as described in the Contract. The Response should address all applicable personnel grievance and conflict resolution practices. The Respondent should explain how it's organization, subcontractors, and staffing levels will best meet the performance standards required to perform properly. It is also important to describe the credentials for human resources, quality assurance, financial, information technology, and other key professional level employees. | | 3 |
| **Response Section 5: Service Capability (Section 4.2.6)**<br>• How well does the Response demonstrate the Respondent's capability in providing processes, approaches, and tools to perform requested services?<br>• How well did the Response articulate a proposed staffing plan to successfully deliver the services outlined in the PO Scope of Work? | | 8 |

| Criteria | Score (0-4) | Weight |
|---|---|---|
| • For 4mg product only, did the Respondent provide documentation of shipping history of their competency to ship at least 65,000 of the ordered Emergency Opioid Antagonist Product to over 1,300 addresses in varying quantities within a single month, at least ten months per year?<br>• For 4mg product only, did the Respondent provide documentation of shipping history of their competency to ship at least 150,000 of the ordered Emergency Opioid Antagonist Product to over 1,300 addresses in varying quantities within a single month, at least two months per year?<br>• Did the Respondent submit a sample report with redacted information, demonstrating the ability to provide the requested reporting information outlined in the **PO Scope of Work, Section 5.3.4., Reports**?<br>• How well does the Response demonstrate the Respondent's capability in meeting the specifications for the product proposed as listed in **PO Scope of Work, Section 5.3.5.?** | | |
| **Response Section 6: Project Approach (Section 4.2.7)**<br>• How adequately does the Response detail the Respondent's Project Approach to meet the requirements as described in the **PO Scope of Work** including addressing proposed approaches or models, implementation plans (including timelines and activities), barriers or challenges, industry standards (such as required accreditations, certifications, etc.), and best practices?<br>• How well did the Respondent document their ability to provide an Ordering and Reporting Portal with the features outlined in the **PO Scope of Work, Section 5.3.3.?**<br>• Did the Respondent include screenshots of each portion of the proposed Ordering and Reporting Portal outlined in the **PO Scope of Work, Section 5.3.3.** that the Respondent can accommodate? | | 8 |
| **Response Section 7: Prior Similar Projects (Section 4.2.8.)**<br>How well does the Response detail three similar projects for which similar or identical services were performed within the past five years? | | 8 |
| **TOTAL** | | |

### 5.2.2 Financial Scoring

A formula will be used to evaluate the financial portion for this solicitation. The maximum number of points for the financial score is 40 points. The formula used is as follows:

(N/X) x Y = Z

Where:

N = Lowest costs received for all Responses

X = Respondent's costs

Y = Maximum possible financial points

Z = Financial points awarded

**Total Score of Responses**

The Procurement Officer will average the total scores. The Procurement Officer will use the total points to rank Respondents. This ranking will serve as the recommended ranking of the Department's Evaluators**.**

### 5.2.3 Report of the Procurement Officer

The Procurement Officer will prepare a report regarding Responses deemed responsive and responsible, including additional information such as the Respondent's Evaluator rankings. The Secretary, or the Secretary's designee, will then decide the awarded Respondent(s).

### 5.2.4 Selection of Respondent(s), Decision to Reject All, or Cancel

The Department will make a determination to award to the Respondent(s), reject all Responses, or cancel this solicitation. The Department will notice, in writing, it's decision on VIP: https://vendor.myfloridamarketplace.com/

### 5.2.5 Requirements Following Award

#### 5.2.5.1 Registration With the Florida Department of State

If awarded a Contract, the Respondent(s) shall provide a PDF file of its current and active registration with the Florida Department of State prior to execution of a Contract or, if exempt from registration, a statement to that effect noting the basis for the exemption. Respondents should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, visit: https://dos.myflorida.com/sunbiz/.

#### 5.2.5.2 Florida Substitute Form W-9

It is the responsibility of the awarded Respondent(s) to complete a Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, visit: https://flvendor.myfloridacfo.com/**.**

### 5.2.6 Resulting Contract

The Contracting document resulting from this solicitation will be substantially similar to the draft Contracting document included with this solicitation. By submitting a Response, the Respondent confirms its willingness to enter into a Contract with the Department containing the terms and conditions or substantially similar terms.

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## APPENDIX I: CERTIFICATE OF SIGNATURE AUTHORITY

| **Check below and complete Section A or Section B** | |
|---|---|
| | Respondent is not a sole proprietorship (Complete Section A) |
| | Respondent is a sole proprietorship (Complete Section B) |

**Section A**

I, _____ (name), hold the office or position of _____ (title) with_____ (legal name of Respondent) and have authority to make official representations by said Respondent regarding its official records and hereby state that my examination of the Respondent's records show that _____ (name) currently holds the office or position of _____ (title) with the Respondent and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named Respondent in response to solicitation # _____, and, in so doing, to bind the named Respondent to the statements made therein.

Dated:

Signature:

Printed Name:

Title:

**NOTE: In lieu of the above, the Respondent may submit a corporate resolution or other duly executed certification issued in the Respondent's normal course of business to prove signature authority of the named Authorized Representative.**

**Section B**

I, _____(name) am a sole proprietor, personally doing business in the name of _____ (name of Respondent), and will be personally bound by the Response submitted in response to solicitation # _____.

Dated:

Signature:

Printed Name:

## APPENDIX II: RESPONDENT'S CERTIFICATIONS

| CERTIFICATIONS | | |
|---|---|---|
| **MASTER CERTIFICATION** | | |
| As the person named in the Certificate of Signature Authority as the Authorized Representative of the Respondent, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of solicitation # DCF RFP 2526 018 (the solicitation), the facts regarding the Response submitted by the Vendor in response to the solicitation and the truth of each statement contained in Certifications (a) through (f) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated. | | |
| **Check the applicable box next to the title to each certification:** | | |
| **True** | **False** | |
| | | **a. Certification of Binding Response and Acceptance of Terms of the Solicitation and Contract Document** |
| | | **b. Statement of No Prohibited Involvement** |
| | | **c. Statement Non-Collusion** |
| | | **d. Certification Regarding Subcontractors** |
| | | **e. Certification Regarding Prior Contractual Obligations** |
| | | **f. Certification of Representations Per Sections 287.133, and 287.134, F.S.** |
| The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false." | | |
| Signature of Authorized Representative: | Date: | |
| **a. Certification of Binding Response and Acceptance of Terms of the Solicitation and Contract Document** | | |
| By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Respondent's Response submitted in response to the Department of Children and Families Request for Responses (the solicitation) is binding on the Respondent in accordance with the terms of the solicitation. If awarded any Contract as a result of the solicitation, the Respondent will comply with the specifications, terms, and conditions stated in the solicitation and the Contract document. | | |
| **b. Statement of No Prohibited 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 as described in subsections 287.057(17)(c), 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. | | |

**c. Statement of 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 solicitation as principals are named therein, that the Respondent's Response is made without collusion with any other Vendor.

**d. Certification Regarding Subcontractors**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent's agreement that by submitting a Response to this solicitation, the Respondent waives any exclusivity provision in its subcontractor agreements.

**e. Certification Regarding Prior Contractual Obligations**

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

(1) Failed to correct any unsatisfactory performance in a previous Contract to the satisfaction of any Agency or eligible user;

(2) Had a Contract terminated by any Agency or eligible user for cause; or

(3) Failed to sign a Contract awarded by any Agency.

**f. Certification of Representations Per Sections 287.042, 287.133 and 287.134, Florida Statutes**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent is not listed on the Suspended Vendors List maintained pursuant to Rule 60A-1.006, F.A.C., Convicted Vendors List created and maintained pursuant to §287.133, F.S., or on the Discriminatory Vendors List created and maintained pursuant to §287.134, F.S, and for Federal funds, not be listed on the governmentwide exclusions in the System for Award Management (SAM).

**TIE BREAKING CERTIFICATIONS**

Statutory Preferences When Awarding Contracts

Various provisions of Chapters 287 and 295, F.S., provide qualifying Respondents the advantage of "tie breakers" whenever two or more bids, Responses, 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 Respondent 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 Respondents; however, a Respondent 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, Response or reply.

**MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS**

**As the Authorized Representative of the Respondent, _____ (legal name of Respondent), I confirm that I have fully informed myself of all terms and conditions of the solicitation _____(the solicitation), the facts regarding the Response submitted by the Respondent in response to the solicitation and the truth of each statement contained in Certifications (g) through (k) 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:**

| | |
|---|---|
| | **g. Certification of a Certified Minority Business Enterprise** |

| | |
|---|---|
| | **h. Certification of a Certified Veteran Business Enterprise** |
| | **i. Certification of a Florida Business** |
| | **j. Certification of a Foreign Manufacturer with a Factory in Florida** |
| | **k. Certification of a Drug Free Workplace** |

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

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

**g. 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 §287.0943, Florida Statutes.

**h. Certification of a Florida Certified Veteran 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 Veteran Business Enterprise in accordance with §295.187, Florida Statutes.

**i. 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 §287.084, Florida Statutes.

**j. 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 §287.092, 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 Respondent currently maintains a drug-free workplace environment in accordance with §287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.

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## APPENDIX III: VENDOR QUESTIONS

Each Respondent is to complete **Appendix III: Vendor Questions** for questions relating to this solicitation. Questions shall be submitted in accordance with the instructions provided in **2.2** of the solicitation. This form may be expanded as needed to facilitate response to this requirement.

**Instructions:**

1. Complete one question per row.
2. Complete all fields. For Solicitation Section: include the title of the solicitation document (E.g., **Instructions** or **Required Certifications**), Section Reference, and Page Number related to the question. If the question does not pertain to a specific Document Title/Section/Page within the solicitation, use “General”.
3. Additional rows for questions can be added.

| # | VENDOR NAME | SOLICITATION SECTION (DOCUMENT TITLE, SECTION, PAGE) | QUESTION |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |

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## APPENDIX IV: SUBCONTRACTOR LIST

List the subcontractors who will perform work under the Contract(s) resulting from this solicitation.

**CHECK HERE IF NO SUBCONTRACTORS WILL BE UTILIZED:** ☐

| | |
|---|---|
| Subcontractor Name: | |
| Business Type: | |
| Subcontracted Services: | |
| Address: | |
| City, State Zip | |
| Phone # | |
| FEIN # | |

| | |
|---|---|
| Subcontractor Name: | |
| Business Type: | |
| Subcontracted Services: | |
| Address: | |
| City, State Zip | |
| Phone: | |
| FEIN # | |

| | |
|---|---|
| Subcontractor Name: | |
| Business Type: | |
| Subcontracted Services: | |
| Address: | |
| City, State Zip | |
| Phone # | |
| FEIN # | |

| | |
|---|---|
| Subcontractor Name: | |
| Business Type: | |
| Subcontracted Services: | |
| Address: | |
| City, State Zip | |
| Phone: | |
| FEIN # | |

[Duplicate table as necessary for additional subcontractors.]

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## APPENDIX V: COST PROPOSAL

Respondents shall provide costs using this document. The prices shall be in accordance with the pricing methodology described in the documents. Respondents may propose pricing for one, multiple, or all of the products listed. Refer to the **PO Scope of Work, Section 10., Definitions** for description of each product.

The Department will consider both FDA-approved generic and name-brand products to promote access, affordability, and continuity of care. The Department reserves the right to reject all non-compliant products and require immediate replacement at no additional cost.

| PRODUCT | DOSAGE | QUANTITY | COST/KIT |
|---|---|---|---|
| Intranasal Emergency Opioid Antagonist Product | 2.7mg | 2 doses per kit | $ |
| Intranasal Emergency Opioid Antagonist Product | 3mg | 2 doses per kit | $ |
| Intranasal Emergency Opioid Antagonist Product | 4mg | 2 doses per kit | $ |
| Intranasal Emergency Opioid Antagonist Product | 8mg | 2 doses per kit | $ |
| Luer Lock | Any ml | Prefilled syringe | $ |
| Prefilled Syringe with Attached Needle for Intramuscular Injection | Any ml | Prefilled syringe | $ |
| Auto-Injector (prophylactic use only) | 10mg | Unit | $ |
| Vial | Any ml | Unit | $ |

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