PURCHASE ORDER SCOPE OF WORK

1. Description of Service

The Provider must provide the services described within this Scope of Work (Scope).

Providers will supply the Florida Department of Children and Families' (Department) 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 products, such as naloxone, to individuals in the community at risk of experiencing or witnessing an opioid overdose.

2. Governance

Based on §287.057(19), Florida Statutes (F.S.), if applicable, Provider(s) under this contract will be prohibited from participating in any other engagement that the Provider provides related content as this would create a conflict of interest. The Provider shall comply with all applicable state and federal requirements, including, without limitation:

2.1 Terms, conditions, and limitations of the State Opioid Response (SOR) Grant and applicable Federal Code of Regulations related to grant management, including financial and performance reporting, allowable costs, and audit requirements.

3. Term

3.1 The anticipated term of the resulting Contract is November 20, 2026, through November 19, 2027. The term of the resulting Contract is subject to change based on the actual execution date of the resulting Contract.

3.2 In accordance with §287.058(1)(g), F.S., the Contract resulting from this procurement may be renewed for a period that may not exceed three years or the term of the resulting original Contract period, whichever is longer. Renewal of the Contract shall be in writing and subject to the same terms and conditions set forth in the original Contract. A renewal may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance as determined by the Department, are subject to the availability of funds, and optional to the Department.

3.3 The total term (original term and renewal term) of the resulting Contract will be limited to the remaining term of the Providers' Alternate Contract Source contract, unless the Provider's contract includes duration or survivability language that permits the Department to contract with the Provider past the expiration.

3.4 Funding under this Contract is subject to the availability of funds. The Department reserves the right to expand the Scope performed by the Provider, should additional needs and funding become available. Additional services may be included in, or added to, any purchase order(s), upon mutual written agreement, and through issuance of a change order.

4. Composition of the Contract

4.1 This 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:

4.1.1 Purchase Order Scope of Work (PMT-57), and other attached documents: All other attachments and exhibits to the contract referenced in the solicitation shall also be part of the resulting contract, if any.

4.1.2 The Department's Purchase Order Terms and Conditions, located at: https://www.myflfamilies.com/general-information/contracted-client-services/library.

4.1.3 Department of Children and Families Standard Contract Definitions, located at: https://www.myflfamilies.com/general-information/contracted-client-services/library.

4.1.4 PUR 1000 Form, located at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

4.1.5 Provider Response: The Provider's Response and any additional submittals, if incorporated into or attached to the contract.

4.2 Notwithstanding the order of precedence indicated, for purchases based on a state term contract or an enterprise alternative contract source procured for state agency use by the Department of Management Services, the terms of the underlying state term contract or Department of Management Services enterprise alternative contract source agreement shall prevail over conflicting terms in other documents in the order of precedence, unless by the terms of that underlying state term contract or alternative contract source agreement the "Customer" is explicitly authorized to vary the terms to the State's detriment.

5. Elements of Services

The Provider is responsible for the performance of all tasks and deliverables contained in this Scope.

5.1 Service Delivery Details

The Provider shall deliver Emergency Opioid Antagonist Products to approximately 1,500 Department-authorized Enrolled Distributors located throughout Florida. The Department reserves the right to add or remove Enrolled Distributors at its discretion. The Provider must maintain the flexibility and operational capacity to accommodate such changes without disruption to service delivery. Deliveries must occur during standard business hours, Monday through Friday, from 8:00 AM to 5:00 PM EST, unless an Enrolled Distributor has specified alternate delivery time constraints, in which case the Provider must accommodate those hours. In the event of an emergency, the Provider shall offer overnight shipping at no additional cost to the Department or the Enrolled Distributor.

5.2 Equipment

5.2.1 The Provider must provide all equipment required for the services within this Scope.

5.3 Task List

The Provider will perform the following tasks:

5.3.1. Shipping and Delivery

5.3.1.1 The Provider shall provide at no additional cost, two (2) day shipping for Emergency Opioid Antagonist Products to Enrolled Distributors' addresses throughout Florida.

5.3.1.2 Standard delivery hours are Monday through Friday, from 8:00 AM to 5:00 PM EST. The Provider must accommodate alternate delivery times for Enrolled Distributors with specific operating hour constraints (e.g., clinics that close at 1:00 PM EST). In emergency situations, the Provider shall offer overnight shipping at no additional cost to the Department or the Enrolled Distributor. Orders will be placed by Department staff by 4:00 PM EST through the Provider's Ordering and Reporting portal, with shipping details specified at the time of ordering. For example, orders placed no later than 4:00 PM EST on Monday, shall be delivered to Enrolled Distributor(s) specified address by 5:00 PM EST on Wednesday. The orders may include but are not limited to, Emergency Opioid Antagonist Products as outlined in the Deliverables Table, Section 6.

5.3.1.3 Stickers, posters, flyers, informational sheets, signs, demonstrational devices, and educational materials must be available in at minimum, English, Spanish, and Haitian Creole. These items must be available through the vendor portal at no cost to the enrolled distributor or the Department.

5.3.1.4 Shipments must be delivered during the Enrolled Distributor's available receiving hours. Each delivery must obtain a signature for proof of delivery. If a delivery occurs outside of the Enrolled Distributors receiving hours, or the distributor is unavailable, the Provider shall make a minimum of three redelivery attempts or reroute the shipment, all at no cost to the Department or the Enrolled Distributor. If the shipment is returned to the Provider, the Department will receive a full refund for the order.

5.3.1.5 In the event of stock depletion, Emergency Orders placed by the Department no later than 4:00 PM EST must be fulfilled with overnight shipping at no additional cost to the Department or the Enrolled Distributor. This situation typically occurs four to six times per month. The Provider must issue a credit or provide replacement for any products lost or damaged during shipping within 30 business days of notification.

5.3.1.6 The Provider must notify the Department and the order recipient of any order complications within 24 hours of becoming aware of the issue.

5.3.1.7 The Provider must send shipping confirmations to all Enrolled Distributor contacts and identified Department staff, including the Contract Manager.

5.3.1.8 The Provider must, before the 15th of each month, send a consolidated invoice containing all orders from the previous month.

5.3.1.9 The Provider must be able to accommodate at least a 250-character count for email communications, including shipping confirmations.

5.3.1.10 The Provider must have the ability to ship either palletized or non-palletized orders, regardless of order size, upon the Department's request.

5.3.1.11 The Provider shall provide technical assistance for orders, Emergency Opioid Antagonist Product Resources, billing, delivery challenges, account management, and other needs that arise to the Department and Enrolled Distributors, from 8:00 AM to 5:00 PM EST, Monday through Friday. The Provider shall be responsible for managing and coordinating all shipments through successful delivery. If a shipment requiring a signature is unsuccessful, the vendor shall make reasonable efforts, including phone calls and emails, to contact the receiving organization and coordinate directly with the carrier to reschedule delivery.

5.3.2. Account Management

5.3.2.1. The Provider must provide an assigned Account Manager specifically for the Contract, to respond to inquiries and provide ordering and delivery support.

5.3.2.2. The Provider must notify the Department, at least 15 days in advance, when a new Account Manager is assigned.

5.3.2.3. The Provider is required to meet with the Department quarterly to review distribution activities.

5.3.3. Ordering and Reporting Portal

The Provider must provide a Portal and individual log-in credentials for Department staff as requested by the Department. The Portal must have the following features:

5.3.3.1. Allow for the ordering of resources and materials, as outlined herein.

5.3.3.2. Capability to place orders across multiple Purchase Orders (PO).

5.3.3.3. Budget tracker by PO.

5.3.3.4. Order history for each Enrolled Distributor.

5.3.3.5. Ability to view and download invoices.

5.3.3.6. Tools to track and report on orders and shipments.

5.3.3.7. Capable of producing a report for all orders and deliveries, must be able to export to an Excel spreadsheet.

5.3.3.8. Must provide a multi-address delivery quote generator, prepopulated with the price.

5.3.3.9. Ability to add new shipping accounts and change contact information.

5.3.3.10. Capability to schedule automatic monthly shipments.

5.3.4. Reports

5.3.4.1. Provider must provide monthly reports on Florida's purchases of Emergency Opioid Antagonist Products, including but not limited to:

5.3.4.1.1. Total Emergency Opioid Antagonist Products and expenditures per month, quarter, and year to year.

5.3.4.1.2. Monthly comparisons and trends for purchases and delivery.

5.3.4.1.3. Top ten counties and zip codes, as well as, the top thirty accounts, shipped to in the last month, and quarter.

5.3.4.1.4. Report must include a list of Enrolled Distributor classifications, the number of accounts within each classification, and the percentage each classification contributes to the total purchases of Emergency Opioid Antagonist Products.

5.3.5. Product

5.3.5.1. The Provider must enable tracking of distributed kits by including a QR code to accompany each package that records the recipient and the zip code of distribution. Information gathered through the QR code shall be specific to services funded under the resulting purchase order. Emergency Opioid Antagonist Products must provide at least 30 months of shelf-life remaining at the documented date of shipment. The Department will receive the most recently manufactured product available in each shipment.

5.3.5.2. Product must be manufactured and assembled in the USA from USA and imported components. Must identify if any components are imported and where they are imported from.

5.3.5.3. For intranasal formulations, the Emergency Opioid Antagonist Products must contain two (2) doses.

5.3.5.4. For injectable formulations, each product must contain at least one dose of injectable Emergency Opioid Antagonist Product.

5.3.5.5. The products available for ordering shall include the items listed in the table below. 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
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
Emergency Opioid Antagonist related informational stickers, posters, flyers, informational sheets, signs, demonstrational devices, and educational materials.	N/A	As needed to include with product shipments.

6. Deliverables, Minimum Performance Measures, and Financial Consequences

6.1 The Provider must complete or submit the following deliverables to the Department's Contract Manager or designee in the time and manner specified herein.

6.2 Pursuant to §287.058, F.S., the Contract must contain financial consequences that will apply if the Provider fails to perform in accordance with the Contract terms.

6.3 The deliverables must meet the following minimum service level, and failure of the Provider to complete or submit a deliverable in the time and manner specified will result in a reduction in payment for that deliverable.

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DELIVERABLES, MINIMUM PERFORMANCE MEASURES, AND FINANCIAL CONSEQUENCES			
Deliverable # and Description	**Minimum Performance Measure**	**Supporting Documentation**	**Financial Consequence**
Deliverable 1: Shipping and Delivery	The Provider shall provide Shipping and Delivery to Enrolled Distributors as specified in **Section 5.3.1.**	The Provider shall submit the following supporting documentation that supports the tasks as specified in **Section 5.3.1.** These include but are not limited to: • Invoices • Shipping confirmation emails • Tracking numbers • Point of Delivery signature documents	A financial consequence of 2% of the invoice total will be assessed if the supporting documentation is not provided by the 15th of the month for all orders from the previous month. 5% of the invoice if not provided by the 20th of the month.
Deliverable 2: Account Management	The Provider shall provide Account Management services as specified in **Section 5.3.2.**	The Provider shall submit the following supporting documentation that supports the tasks as specified in **Section 5.3.2.** These include but are not limited to: • Account Manager Contact Information • 15 days' notice prior to any changes in Account Manager. • Quarterly meetings	The financial consequence of 1% of the invoice total will be assessed for failure to complete the agreed upon Account Management activities. After 30 days, there will be a 3% financial consequence of the invoice total.
Deliverable 3: Ordering and Reporting Portal	The Provider shall provide an Ordering and Reporting Portal to Department staff as specified in **Section 5.3.3.** Provider must submit the required system-generated usage report no later than 15 business days after the end of each	The Provider shall submit automated system-generated usage reports with the monthly invoice that supports the tasks as specified in **Section 5.3.3.** • Number of logins by Department staff • Number and timestamps of orders placed • Order processing times • Any system downtime or error logs	A financial consequence of $250 per business day the report is late will be assessed. A financial consequence of 1% of the monthly invoice for every full percentage point below 98% availability. A financial consequence of 3% will occur if orders are delayed more than five days.

	month, along with the monthly invoice. The Ordering and Reporting Portal must be operational at least **98%** of each calendar month (excluding planned maintenance with prior notice).		
Deliverable 4: Reports	The Provider shall provide Reports to the Department as specified in **Section 5.3.4.**	The Provider shall submit the following reports that support the tasks as specified in **Section 5.3.4.** • Total Emergency Opioid Antagonist Products and expenditures per month, quarter, and year to year. • Monthly comparisons and trends for purchases and delivery. • Top ten counties and zip codes, as well as, the top thirty accounts, shipped to in the last month, and quarter. • Report must include a list of Enrolled Distributor classifications, the number of accounts within each classification, and the percentage each classification contributes to the total purchases of Emergency Opioid Antagonist Products.	A financial consequence of 1% of the total invoice amount will be assessed if the required reports are not received by the 15th calendar day following the end of the month for which payment is being requested, or 3% if not received by the 25th calendar day following the end of the month for which payment is being requested.
Deliverable 5: Product and Information	The Provider shall provide Products and Information as specified in **Section 5.3.5.**	The Provider shall submit the following reports that support the tasks as specified in **Section 5.3.5.** These reports include but are not limited to: • Tracking information for distributed kits. • Proof of shelf life for products. • Manufacturing product information.	A financial consequence of 10% of the total invoice amount will be assessed if 100% of the products do not meet the parameters as outlined in **Section 5.3.5.** for up to 30 days. After 30 days, the financial consequence will increase to 20% of the total invoice amount.

7. Reports

7.1 The Provider shall adhere to reporting requirements included in this section. The Department reserves the right to direct the Provider to amend or update its reports and/or report formats in accordance with the best interests of the Department and at no cost to the Department. The Department will notify the Provider of such modification, in writing.

REPORTS			
#	**Title**	**Due Date**	**Section Reference**
1	Monthly Report	Due by the 15th calendar day following the end of the month for which payment is being requested.	5.3.4
2	Monthly Invoice(s)	Due by the 15th calendar day following the end of the month for which payment is being requested.	8.2.1
3	Invoice Support Documentation	Due by the 15th calendar day following the end of the month for which payment is being requested.	8.2.2

7.2 The Department reserves the right to modify reporting formats and submission timetables resulting from changing priorities or management direction.

7.3 Executive Compensation Reporting

7.4 Annually on or before May 1 Provider shall complete and return the Executive Compensation Annual Report (Form PCMT-08), located at: https://www.myflfamilies.com/general-information/contracted-client-services/library.

7.5 All reports shall be developed and produced at no cost to the Department.

8. Invoicing and Payments

8.1 General Information

8.1.1 A Purchase Order (PO) will be issued to the Provider.

8.1.2 The method of payment for this purchase is fixed rate.

8.1.3 The Provider will not receive payment in advance for goods or services described in this Scope.

8.2 Invoicing

8.2.1 The Provider shall submit consolidated invoices on a monthly basis. Separate consolidated invoices shall be submitted for the Community Program and the HEROS Program. Invoices shall be sufficient for a proper pre-audit and post-audit thereof.

8.2.2 Consolidated Invoice Requirements

Each consolidated invoice shall include, at a minimum, the following information:

8.2.2.1 Description of the emergency opioid antagonist products;

8.2.2.2 Total quantity of each product;

8.2.2.3 Unit price; and

8.2.2.4 Extended total amount.

8.2.2.5 Purchase Order (PO) number,

8.2.2.6 Provider name and address,

8.2.2.7 Provider federal identification number,

8.2.2.8 Date(s) and services provided,

8.2.2.9 Identification of any deliverable(s) due during the invoicing period,

8.2.2.10 Invoice amount,

8.2.2.11 PO balance after payment of invoice, and

8.2.2.12 Signature of Provider's authorized representative and date signed.

8.2.3 Invoice Support Documentation

The Provider shall submit Invoice Support Documentation with each consolidated invoice. The supporting documentation shall consist of an Excel report providing a detailed record of all orders fulfilled during the invoice period for which payment is requested. The quantities and total amounts reflected in the report must reconcile with the quantities and totals shown on the corresponding consolidated invoice.

At minimum the report should include the following information for each order placed that month:

8.2.3.1 Sold To Customer Name

8.2.3.2 Ship To Customer Name

8.2.3.3 Ship To Address

8.2.3.4 Quantity Shipped

8.2.3.5 Unit Price

8.2.3.6 Gross Sales

8.2.3.7 Order Number

8.2.3.8 Order Date

8.2.3.9 Shipment Number

8.2.3.10 Customer PO

8.2.3.11 Received By

8.2.3.12 Date Delivered

8.2.4 Documentation Supporting Payment

The Provider shall submit each invoice with all documentation necessary to support payment for products delivered and any other deliverables required under this contract. If applicable, documentation shall identify any deliverables, milestones, or recurring maintenance and operations costs for which payment is requested, including the applicable service or delivery dates. The Department may require any other information from the Provider that the Department deems necessary to verify the completion of services.

8.3 Payments

8.3.1 Frequency of Payment: All deliverables will be paid as invoiced monthly, upon Department acceptance of the deliverable.

8.3.2 The Provider will receive payment for deliverables described in this Scope after deliverables submitted to the Department are deemed to meet the Department's satisfaction.

8.3.3 Payments to the Provider through this PO will be made through MyFloridaMarketPlace (MFMP), thus it is required that the Provider is registered with MFMP.

8.3.4 MFMP registration instructions are located at:
https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/requirements_for_vendor_registration

8.3.5 The PO and this document contain all terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and Provider related to this

Contract. This Contract may only be modified or amended upon mutual written agreement of the Department and Provider. Any modification to this PO will be addressed through a change order within MFMP.

8.3.6 Effective July 1, 2024, the MFMP transaction fees imposed for the use of MFMP are equal to seven-tenths of one percent (0.7%) of the payment issued. More information is located at: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting.

9. Provider Travel Reimbursement

The Provider will not be reimbursed for any travel expenses under this Contract.

10. Definitions

Program or Service Specific Terms and definitions are:

PROGRAM/SERVICE SPECIFIC TERMS	
Term	**Definition**
Emergency Opioid Antagonist Auto-Injector	For prophylactic use only, a medical device for injection, containing 10mg of an emergency opioid antagonist product.
Emergency Opioid Antagonist Product	An FDA approved opioid antagonist product that can be used to reverse an opioid overdose. Emergency opioid antagonist products are available in multiple formulations and doses.
2.7mg Emergency Opioid Antagonist Product Kit	A package containing two, 2.7mg intranasal sprays.
3mg Emergency Opioid Antagonist Product Kit	A package containing two, 3mg intranasal sprays.
4mg Emergency Opioid Antagonist Product Kit	A package containing two, 4mg intranasal sprays.
8mg Emergency Opioid Antagonist Product Kit	A package containing two, 8mg intranasal sprays.
Emergency Opioid Antagonist Product Resources	Includes but not limited to, stickers, posters, flyers, informational sheets, signs, demonstrational devices, and educational materials, available in English, Spanish, and Haitian Creole. Additional languages may be requested.
Emergency Orders	An event when an Enrolled Distributor has exhausted the current supply of Emergency Opioid Antagonist Products and needs an overnight delivery.
Enrolled Distributor	An Enrolled Distributor is an organization that has been approved and authorized by the Department to receive and distribute Emergency

	Opioid Antagonist Products under the Overdose Prevention Program. Enrolled Distributors may include, but are not limited to, community-based organizations, emergency responders, local health departments, educational institutions, and other entities engaged in opioid overdose prevention and response efforts.
Intranasal	Administered into the nostril.
Luer Lock Prefilled Syringe	A capped syringe that comes prefilled with an emergency opioid antagonist product and can be fitted with various connections; doses may vary.
Milligram (mg) or Milliliter (ml)	Unit used to measure the dose of the emergency opioid antagonist product being supplied.
Minimum Quantity	The minimum number of units that can be shipped per order.
Overdose Prevention Program(s)	The Department's emergency opioid antagonist distribution program for both community organizations and emergency responders.
Prefilled Syringe with Attached Needle for Intramuscular Injection	A syringe that comes prefilled with an emergency opioid antagonist product and is connected to a needle; 2mg/2ml.
Shelf Life	Time from manufacturing to expiration.
Vial	A sealed container designed to hold liquid medication. For this contract, the vial contains an emergency opioid antagonist product, doses may vary.