Invitation to Negotiate (ITN)
Statewide Dental Services
APD ITN2526-031

Purchasing Contact: Tamara Harrington
Agency for Persons with Disabilities
4030 Esplanade Way, Suite 280
Tallahassee, FL 32399

RESPONDENT CERTIFICATION AND ACKNOWLEDGEMENT FORM

INVITATION TO NEGOTIATE (ITN) 2526-031
STATEWIDE DENTAL SERVICES PROGRAM
AGENCY FOR PERSONS WITH DISABILITIES

RESPONDENT INFORMATION

Official Company Name: _____
Doing Business As (DBA), if applicable: _____
Federal Tax Identification Number (FEIN): _____
Business Address: _____
Telephone Number: _____ **Email Address:** _____

CERTIFICATIONS

By signing below, the Respondent certifies and affirms the following:

☐ **Authorized Representative Certification -** The individual signing this Reply is duly authorized to represent and legally bind the Respondent with respect to all matters contained in the Respondent's Reply and any subsequent negotiations or contractual obligations arising from this ITN.

☐ **ITN Review and Compliance Certification -** The Respondent has read, understands, and agrees to comply with all requirements, terms, conditions, and provisions contained in this ITN, unless modified through the negotiation process. By submitting a Reply, the Respondent agrees to the terms and conditions of this ITN notwithstanding any statement in the Reply to the contrary. The Agency and the Respondent may attempt to resolve any disagreements during negotiations.

☐ **Authorization to Conduct Business in Florida -** The Respondent certifies that it is currently authorized to conduct business in the State of Florida in accordance with the provisions of Chapter 607, Florida Statutes.

OR

☐ The Respondent certifies that authorization to conduct business in Florida will be obtained prior to Contract execution.

☐ **MyFloridaMarketPlace Registration** - The Respondent certifies that it is currently registered in MyFloridaMarketPlace (MFMP) as required by the State of Florida.

OR

☐ The Respondent certifies that registration in MyFloridaMarketPlace will be completed prior to Contract execution.

☐ **Department of Financial Services W-9 Registration** - The Respondent certifies that it has electronically registered a valid Form W-9 with the Florida Department of Financial Services (DFS).

OR

☐ The Respondent certifies that electronic W-9 registration with DFS will be completed prior to Contract execution. Respondents may submit electronic W-9 forms through the Florida Department of Financial Services Vendor Portal at: https://flvendor.myfloridacfo.com

For assistance, contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com.

CERTIFICATION AND SIGNATURE

I certify under penalty of perjury that the information provided herein is true, accurate, and complete and that I am authorized to execute this certification on behalf of the Respondent.

Authorized Representative (Printed Name): _____
Title: _____
Signature: _____
Date: _____

*The individual signing this form must have the authority to legally bind the Respondent.

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SECTION 1: Definitions

The terms used in this ITN, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

A. **Agency:** The State of Florida, Agency for Persons with Disabilities referred to in this solicitation document as "the Agency".

B. **Business Day:** Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. Eastern Time.

C. **Business Hours:** Business Hours shall be a minimum of Monday through Friday, 8:00 a.m. to 5:00 p.m. in the applicable local time zone, excluding State of Florida observed holidays, unless otherwise specified in this solicitation or the resulting Contract.

D. **Contract:** The agreement between the Agency and awarded Respondent(s) resulting from this solicitation.

E. **Contractor:** The awarded Respondent that enters into a Contract with the Agency as a result of this solicitation.

F. **Dental Provider Capacity:** The extent to which a dental provider network maintains an adequate number and distribution of qualified dental providers within a region to ensure that individuals have reasonable access to required dental services, including sufficient appointment availability to meet demand and support the timely delivery of care.

G. **Desirable Conditions:** The use of the words "should" or "may" in this solicitation indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature will not in itself cause rejection of a Reply.

H. **Exceptional Referrals:** Referrals authorized under limited, unique, or special circumstances when an individual's dental care needs cannot be reasonably met through the Respondent's Contracted provider network. Exceptional referrals may be utilized to ensure timely access to medically necessary services, specialized treatment, geographic access, provider capacity limitations, continuity of care, or other circumstances approved by the Agency that prevent the individual's needs from being met by an in-network provider.

I. **Individuals With Disabilities/Individual(s):** Individuals who have a developmental disability as defined in section 393.063, Florida Statutes. A developmental disability means a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

J. **Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must be met by the Respondent to be responsive to this solicitation. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a response. Any response rejected for failure to meet mandatory responsiveness requirements will not be further reviewed.

K. **Material Deviations:** The Agency has established certain requirements with respect to Replies to be submitted by Respondents. The use of shall, must or will (except to indicate simple futurity) in this solicitation indicates a requirement or condition from which a material deviation may not be waived by the Agency. A deviation is material if, in the Agency's sole discretion, the deficient response is not in substantial accord with this solicitation's requirements, provides an advantage to one Respondents over other Respondents, has a potentially significant effect on the quantity or quality of items Reply, or on the cost to the Agency or otherwise adversely impact the Agency's interest. Material deviations cannot be waived.

L. **Minor Irregularity:** A variation from the solicitation terms and conditions which does not affect the price of the Reply or give any Respondent an advantage or benefit over other Respondents or does not adversely impact the interests of the Agency.

M. **Payor of Last Resort:** A funding source that provides payment for covered services only after all other available third-party payment sources have been identified, verified, and exhausted. Third-party payment sources may include, but are not limited to, Medicaid, Medicare, private insurance, managed care plans, and other public or private funding sources that are legally responsible for payment of the service. Statewide Dental Services Program funds may only be used when no other payer is available or responsible for covering the cost of the service.

N. **Purchase Order/Direct Order:** The Contract document issued by the Agency to the Vendor to procure goods and services.

O. **Respondent:** A legally authorized individual, organization, entity, partnership, corporation, or other business structure that submits a Reply in response to this Invitation to Negotiate (ITN) and is capable of providing the services and fulfilling the requirements described herein. The term "Respondent" includes any subcontractors, affiliates, or partners identified in the Reply as part of the proposed service delivery model.

P. **Subcontractor:** A person, business, for-profit organization, or nonprofit organization that enters into an agreement with the Respondent to perform specific services, functions, or responsibilities required under the resulting contract. The Respondent remains fully responsible for the performance, oversight, and compliance of all subcontractors utilized in the delivery of services under this program.

Q. **Successful or Awarded Respondent:** The Respondent selected by the Agency for Contract award following the evaluation and negotiation process. The Successful Respondent is the Respondent whose Reply is determined by the Agency to be the most advantageous and in the best interest of the state, considering all evaluation factors, negotiations, and other requirements set forth in this solicitation.

R. **Vendor Information Portal:** The State of Florida's vendor registration, supplier diversity, and bidding system, through MyFloridaMarketPlace website developed in accordance with section 287.042(3), F.S.

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2.0 GENERAL INSTRUCTIONS TO RESPONDENT

This section contains instructions explaining the solicitation process and the actions necessary to respond. General Instructions to Respondent (Form PUR 1001 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the Respondent's Reply. Form PUR 1001 may be accessed at:

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

In the event of any conflict between Form PUR 1001 and other instructions provided in this document, the additional instructions in this document shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes (F.S.), in which case the statutory requirements shall take precedence.

THE AGENCY HAS CHOSEN TO USE THE ITN FORMAT FOR THIS PROCUREMENT BECAUSE IT WANTS VENDORS TO PROVIDE THE BEST METHOD FOR ACHIEVING THE GOAL OF THIS ITN AND SOLVING THE PROBLEM STATED HEREIN. THEREFORE, ALTHOUGH THE ITN MAY USE MANDATORY WORDS LIKE "SHALL," "WILL," OR "MUST," AND MAY DEFINE CERTAIN ITEMS AS REQUIREMENTS, THE AGENCY RESERVES THE RIGHT, IN ITS DISCRETION, TO WAIVE ANY DEVIATIONS FROM THESE PROVISIONS AND RESOLVE ANY ISSUES IN THE NEGOTIATION PHASE. THEREFORE, THE AGENCY RESERVES THE RIGHT TO REVIEW THE ENTIRE REPLY TO DETERMINE IF IT ACHIEVES A LEVEL OF COMPETENCY WORTHY OF FURTHER NEGOTIATIONS; REGARDLESS OF WHETHER INDIVIDUAL REQUIREMENTS HAVE BEEN ADDRESSED OR NOT. HOWEVER, VENDORS THAT FAIL TO PROVIDE SIGNIFICANT PORTIONS OF THE SOLUTION OR ADDRESS SIGNIFICANT PORTIONS OF THE PROCUREMENT MAY STILL BE DEEMED NONRESPONSIVE. IN ADDITION, THERE IS NO GUARANTEE THAT SUCH DEVIATIONS WILL BE DEEMED IN THE STATE'S BEST INTEREST OR ANY REPLY CONTAINING THOSE DEVIATIONS PARTICIPATE IN THE NEGOTIATIONS. USE OF THE TERMS "SHALL," "WILL," AND "MUST" INDICATE THE AGENCY'S INITIAL VIEW OF THE VALUE OF SUCH ITEMS. VENDORS HAVE THE OPPORTUNITY TO SUGGEST ALTERNATIVES IN THE ITN PROCESS, BUT THERE IS NO GUARANTEE THAT THE AGENCY WILL AGREE THE DEVIATIONS ARE IN ITS BEST INTEREST OR CREATE THE BEST VALUE FOR THE STATE.

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SECTION 3: Contract Conditions

3.0 GENERAL CONTRACT CONDITIONS

Standard terms and conditions that will apply to the Contract which results from the solicitation event are provided in this section. General Contract Conditions (Form PUR 1000 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the Respondent's Reply. Form PUR 1000 may be accessed at:

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

In the event of any conflict between the PUR 1000 form and any other Special Conditions, the Special Conditions shall take precedence over the PUR 1000 form unless the conflicting term in the PUR form is required by any section of the F.S., in which case the statutory requirements shall take precedence.

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SECTION 4: Introduction

4.0 Intent

The Agency for Persons with Disabilities (hereinafter referred to as the "Agency") is issuing this Invitation to Negotiate (ITN) to solicit Replies from qualified nonprofit organizations capable of administering and coordinating a statewide dental services program for individuals with developmental disabilities. The program shall provide access to medically necessary dental services through a comprehensive provider network and operate as the payor of last resort in accordance with the requirements of this solicitation.

4.1 Term and Renewal

The Contract is anticipated to begin upon execution and continue for a period of five (5) years. The Agency reserves the right to renew the Contract for one (1) additional five (5) year term. Any renewal shall be contingent upon satisfactory performance evaluations by the Agency, the availability of funds, and all applicable provisions of Florida law. Renewal of the Contract must be memorialized in writing and shall be subject to the same terms and conditions set forth in the original Contract unless otherwise agreed to in writing by the parties.

4.2 Background

The Agency for Persons with Disabilities (Agency) administers programs and services for Floridians with developmental disabilities. As part of its mission, the Agency seeks to improve access to medically necessary dental care for eligible individuals whose needs may not otherwise be met through available public or private resources.

The Agency previously solicited these services through a Request for Proposals (RFP). Through this Invitation to Negotiate (ITN), the Agency is seeking a qualified nonprofit organization to administer and coordinate a statewide dental services program with a revised scope of services designed to meet the current needs of the program and the individuals it serves. The Agency has been appropriated $3.6 million to implement these services.

4.3 Agency Point of Contact

The Purchasing Contact is the Agency's sole point of contact for this solicitation. All communications regarding this solicitation shall be submitted in writing via email to Purchasing@APDcares.org.

Respondents and their representatives shall not contact any other Agency employee, officer, or representative regarding this solicitation, except as expressly authorized herein. Violation of the communication restrictions contained in Section 21 of the PUR 1001 may result in the rejection of a Reply.

The Agency's Purchasing Contact for this solicitation is:

Tamara Harrington
Agency for Persons with Disabilities
4030 Esplanade Way, Suite 280
Tallahassee, Florida 32399-0950
Purchasing@APDcares.org

4.4 Timeline

The Agency established the following Timeline for this solicitation. Each Respondent must adhere to this Timeline and any revision(s) to it. All references to the "Timeline" herein refer to the Timeline in this section. All times below are Eastern Time (E.T.).

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ITN 2526-031 STATEWIDE DENTAL SERVICES TIMELINE

Event	Date	Location (if applicable)
ITN Advertised	June 15, 2026	Vendor Information Portal https://vendor.myfloridamarketplace.com/
Pre-Solicitation Conference	June 29, 2026 at 10:00a.m. ET	Meeting Link: https://apdcares.webex.com/apdcares/j.php?MTID=maaa58410157c6f96a4298f6c278d7572 Meeting number: 2533 169 3576 Password: ZWbJv5mA2x9 (99258562 when dialing from a phone or video system)
Deadline for Receipt of Technical Questions	July 8, 2026 by 5:00p.m. ET	Submit via email to: Purchasing@apdcares.org Attn: Tamara Harrington Subject: ITN 2526-031
Anticipated Date of Response to Technical Questions	July 20, 2026	Vendor Information Portal https://vendor.myfloridamarketplace.com/
Replies Due	August 11, 2026 at 10:00a.m ET	Agency for Persons with Disabilities Attn: Tamara Harrington ITN 2526 -031 4030 Esplanade Way, Suite 280 Tallahassee, Florida 32399
Public Reply Opening	August 11, 2026 at 10:30a.m ET	Agency for Persons with Disabilities 4030 Esplanade Way, Suite 280 Tallahassee, Florida 32399 Conference Call #: 1-650-479-3208 Access code: 2536 860 9363
Anticipated Evaluation of Technical Replies	August 17-28, 2026	N/A
Anticipated Presentations	September 8–11, 2026	Presentation details, including the date, time, format, and location, will be provided only to Respondents selected by the Agency to participate in those stages of the procurement process.
Anticipated Negotiations	September 16–18, 2026	Negotiation details, including the date, time, format, and location, will be provided only to Respondents selected by the Agency to participate in those stages of the procurement process.
Anticipated Agency Decision	October 5, 2026	Vendor Information Portal https://vendor.myfloridamarketplace.com/

SECTION 5: Special Instructions

5.0 Pre-Solicitation Conference (Optional)

The Agency will host a meeting to serve as an open forum for the Agency to provide an overview of the Scope of Services for this ITN. The Pre-Solicitation Conference will be held as specified in **SECTION 4.4. TIMELINE**. Any changes and/or resulting addenda to the ITN will be the sole prerogative of the Agency.

Accessibility for Disabled Persons: Any person requiring special accommodations at any pre-solicitation meeting, public opening, or event because of a disability or physical impairment should call the listed contact person no later than five (5) days prior to the event. If you are hearing or speech impaired, please contact the Agency using the Florida Relay Service at 1(800) 955-8771 (TDD).

5.1 Visitor's Pass to the Agency for Persons with Disabilities

Each visitor to the Agency for Persons with Disabilities is required to sign in at the security desk in the main lobby. Please allow at least 15 minutes prior to the solicitation submission deadline when hand-delivering a Reply to the Purchasing Section.

5.2 Reply Questions and Answers

Any technical questions arising from this ITN should be sent, in writing, to the Purchasing Contact identified below. The Agency's written response to written inquiries submitted timely by Respondents will be posted on the Florida Vendor Information Portal (VIP) at MyFloridaMarket Place Vendor Information Portal. (Click on "Search Advertisements" under the Florida Solicitation Advertisement section. On the next page, go to the "Organization" field and select "Agency for Persons with Disabilities" from the drop-down menu. Scroll to the bottom of the page and click "Search".) Click on this solicitation number to review posted documents. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a Response.

Only timely received written inquiries will be addressed by the Agency. Questions should be submitted to: Purchasing@apdcares.org as specified in **SECTION 4.4 TIMELINE**.

5.3 Solicitation Protests/Notice of Rights

Pursuant to F.S., Section 120.57(3) (b):

Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking replies, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and State holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

Section 120.57(3) (a) provides:

Failure to file a protest within the time prescribed in Section 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.

Florida Administrative Code (F.A.C.) Rule 28-110.002(2) defines the term "decision or intended decision," and includes the solicitation terms (and any addenda), the award of the Contract, and a rejection of all Replies.

At the time of filing the Formal Written Protest the protestor must also file a Protest Bond payable to the Agency in an amount equal to 1 percent of the estimated Contract amount. F.S., Section 287.042(2) (c) and F.A.C. Rule 28-110.005 contain further terms relating to the Protest Bond, including how to determine the estimated Contract amount. In lieu of a Protest Bond, the Agency will accept cashier's checks, official bank checks or money orders. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

The Notice of Protest, Formal Written Protest, and Protest Bond shall be filed with the Agency Clerk. A copy shall also be provided to the Purchasing Contact identified in **Section 4.3 Agency Point of Contact**. Submission of a copy to the Purchasing Contact does not constitute filing with the Agency Clerk.

Agency for Persons with Disabilities
Attn: Agency Clerk
4030 Esplanade Way, Suite 335,
Tallahassee, Florida 32399

5.5 Addenda

No negotiations, decisions, or actions will be initiated or executed by a Respondent as a result of any verbal discussions with a state employee. Only those communications which are in writing from the Purchasing Contact, will be consider as a duly authorized expression on behalf of the Agency until a Contract is awarded.

Notices of changes (addenda) will be posted on the VIP, under this solicitation number. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a Reply.

5.6 Modifications, Resubmittal, and Withdrawal

Respondents may modify submitted replies at any time prior to the Reply due date. Requests for modification of a submitted Reply should be in writing and should be signed by an authorized representative of the Respondent. Upon receipt and acceptance of such a request, the entire Reply will be destroyed and not considered unless resubmitted by the due date and time. Respondents may also send a change in a sealed envelope to be opened at the same time as the Reply. The ITN number, opening date and time should appear on the envelope of the modified Reply.

Unless specifically requested by the Agency, any amendments, revisions, or alterations to Replies will not be accepted after the closing for the receipt of Replies.

5.7 Restrictions on Communication with Agency Staff

Respondents should not communicate with any Agency staff concerning this ITN except for the Agency's Purchasing Contact for this ITN. Only those communications which are in writing from the Bureau of General Services and Procurement shall be considered as a duly authorized response on behalf of the Agency. For violation of this provision, the Agency reserves the right to reject a Respondent's Reply.

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 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 Reply.

5.8 Confidential, Proprietary, or Trade Secret Material

The Agency takes its public records responsibilities as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Respondent should clearly mark and identify in its Reply those portions which are confidential, trade secret or otherwise exempt. Respondent should also simultaneously provide the Agency with a separate redacted copy of its Reply. This redacted copy should contain the Agency's solicitation name, number, and the name of the Respondent on the cover, and should be clearly titled "Redacted Copy." The Redacted Copy should be provided to the Agency at the same time Respondent submits its Reply to the solicitation and should only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. **The Respondent should also provide one (1) electronic copy (USB), flash drive, etc.) of their Redacted Copy**. ***See 8.2.2 Technical Reply** for USB requirements.

Respondent shall be responsible for defending its determination that the redacted portions of its Reply are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the Agency for any and all claims arising from or relating to Respondents determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If Respondent fails to submit a Redacted Copy with its Reply, the Agency is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records. Notwithstanding the foregoing, the Agency reserves the right to disclose any materials as public records unless it determines, in its discretion, that an exemption to disclosure applies to the record.

Notwithstanding the foregoing, the Agency reserves the right to disclose all material that it determines, in its sole discretion, to be a public record under Florida law.

Public records request should be submitted to:

Agency for Persons with Disabilities
Attn: Agency Clerk
4030 Esplanade Way, Suite 335,
Tallahassee, Florida 32399

5.9 Poor Performance Notice

The Respondent should provide for both the Respondent and its employees, subcontractors, and subcontractor employees, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, any notice of breach, notice of default, termination notice, suspension notice, or any disciplinary action initiated or taken under any Contract or job performance within the past seven (7) years. For each instance listed, provide a narrative summary of the Contract's purpose and scope of work, the Respondent's performance, including the concerns of the project owner, and any major adverse findings. In addition, provide the Contract or job number, the name of the owner, the term of the Contract, the name, address, and telephone number of the owner's Contract Manager. Please also include any relevant documentation evidencing the performance issues.

The Agency reserves the right to seek further information on this matter from the Respondent or to make inquiries with the project owner. The information obtained from this review may be reflected in the Respondent's score or used to declare the Respondent not a responsible vendor.

5.10 Withdrawal of a Reply

A Respondent may withdraw a Reply by written notice to the Agency on or before the deadline specified for the receipt of Replies in **SECTION 4.4 Timeline**. Such written notice is to be submitted to the Purchasing Contact assigned to this ITN.

5.11 Conditions to the Reply

No conditions may be applied to any aspect of the ITN by Respondents. Any conditions placed on any aspect of the Reply documents by a Respondent may result in the Reply being rejected as a conditional Reply. DO NOT WRITE CHANGES ON ANY ITN DOCUMENT. The only recognized changes to the ITN prior to Reply opening will be a written addenda issued by the Agency. The Respondent recognizes the Agency's right to ignore the condition and treat the Reply as if no condition exists.

5.12 Disclosure of Reply Contents

All documentation produced as part of this solicitation shall become the exclusive property of the State and may not be removed by the Respondent or its agents. All Replies shall become the property of the state and shall not be returned to Respondent. The Agency shall have the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply shall not affect this right.

5.13 Award

As in the best interest of the state, the right is reserved to award based on **all or none, groups of services, or any combination** thereof, to a responsive, responsible Respondent. As in the best interest of the State, the right is reserved to reject any and/or all Replies or to waive any minor irregularity in replies received. In addition, the Agency reserves the right, in its discretion, to correct deviations during the negotiation phase. Conditions which may cause rejection of Replies include, without limitation, evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required work, failure to perform, or meet financial obligations on previous Contracts.

SECTION 6: Special Conditions

6.0 Authorization to Do Business in the State of Florida

Foreign corporations and foreign limited partnerships should be authorized to do business in the State of Florida. Domestic corporations should be active and in good standing in the state of Florida. Such authorization and status should be obtained by the Reply due date and time, but in any case, must be obtained prior to Contract execution. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6053

6.1 Licensed to Conduct Services in the State of Florida

If the services being provided require that individuals be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such licenses should be obtained by the Reply due date and time, but in any case, must be obtained prior to Contract execution. For state licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399
(850) 487-1395

6.2 Identical Evaluation of Replies

In the event that two (2) or more Replies are determined to be equal with respect to price, quality, and service, the Agency shall determine the order of award in accordance with Rule 60A-1.011, Florida Administrative Code (F.A.C.). Compliance with this requirement shall be certified through the execution and submission of **Attachment V, Identical Tie Certification Form**.

6.3 Disclosure Statement

This solicitation is subject to Chapter 112, Florida Statutes. Respondents shall disclose any actual, potential, or perceived conflicts of interest involving employees of the Agency for Persons with Disabilities in accordance with PUR 1001, Section 6. Compliance with this requirement shall be certified through the execution and submission of **Attachment VI, Respondent Conflict of Interest Form**, with the Reply.

6.4 Women, Veteran, Minority-Owned Small Business Participation

The Agency encourages participation by minority-owned, women-owned, service-disabled veteran-owned, and veteran-owned business enterprises in all Agency solicitations. Respondents claiming eligibility for a statutory preference in the event of an identical tie shall certify such eligibility through the execution and submission of **Attachment V, Identical Tie Certification Form**, with their Reply.

6.5 Subcontracting

The Contract or any portion thereof shall not be sub-contracted, except as permitted herein, or with the prior written approval of the Agency. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite any such subcontracting, the Agency shall deal through the Contractor, which shall retain the legal responsibility for performing the Contractor obligations.

The Respondent shall identify all subcontractors proposed to perform services under any resulting Contract, including any anticipated subcontract agreements known at the time of Reply submission and the estimated amount of each subcontract. The Respondent shall ensure that each proposed subcontractor possesses the qualifications, experience, resources, and capacity necessary to perform the services assigned under the subcontract. This information shall be outlined through the requested information in the Technical Reply and through the completion and submission **of Attachment IV, Subcontractor Listing Form**, with the Reply.

The subcontractor(s) identified in the Respondent's Reply must be approved by the Agency for Persons with Disabilities (APD) prior to the delivery of services under the resulting Contract.

If the Respondent proposes to replace an approved subcontractor during the term of the resulting Contract, the Respondent shall submit a written request to the Agency Contract Manager identifying the proposed substitute subcontractor and explaining

the basis for the requested substitution. No subcontractor substitution shall be effective unless approved in writing by the Agency.

The Agency reserves the right to request additional information regarding any proposed subcontractor and to review the qualifications, experience, financial stability, and responsibilities of each subcontractor identified in the Reply. The Respondent shall remain fully responsible for the performance of all services provided under the resulting Contract, regardless of whether such services are performed directly by the Respondent or through a subcontractor.

In accordance with Executive Order No. 11-02, all subcontractors assigned to perform work under any resulting Contract shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all individuals assigned to perform work pursuant to the Contract. Compliance with this requirement shall be certified through the execution and submission of **Attachment VII, Respondent Certifications**.

6.6 Contractual Obligations

The **APD Standard Contract** are incorporated in this ITN as **Exhibit B** and will govern the relationship between the Agency and the Contractor. A Reply submitted by the successful Respondent(s) shall be incorporated into the final Contract(s). The terms and conditions of this ITN shall control notwithstanding any statement to the contrary by the Respondent, unless such terms and conditions are modified by the Agency during the negotiation phase. by the successful Respondent(s) shall be incorporated into the final Contract(s). The terms and conditions of this ITN shall control notwithstanding any statement to the contrary by the Respondent, unless such terms and conditions are modified by the Agency during the negotiation phase, notwithstanding any statement to the contrary by the Respondent, unless such terms and conditions are modified by the Agency during the negotiation phase.

6.7 Method of Payment

Compensation and payment will be made in accordance with the terms and conditions of the Contract.

6.8 Convicted Vendor List

In accordance with Rule 60A-1.006, Florida Administrative Code, a company placed on the Convicted Vendor List may not submit a Reply or be awarded a Contract to provide goods or services to the State of Florida. The Convicted Vendor List is maintained by the Florida Department of Management Services and is available on its website at Convicted Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations - Florida Department of Management Services. Compliance with this requirement shall be certified through the execution and submission of **Attachment VII, Respondent Certifications (PUR 7801)**, with the Reply.

6.9 Costs Incurred in Responding

This ITN does not commit the Agency or any other public agency to pay any costs incurred by the Respondent in the submission of a Reply or to make necessary studies or designs for the preparation thereof, nor to procure or Contract for any articles or services.

6.10 Submission of Replies by Subsidiaries or Affiliates

A Respondent, its subsidiaries, affiliates, or related entities is limited to one (1) Reply. Submission of more than one (1) Reply per activity by a Respondent may cause the rejection of all Replies submitted by the Respondent. In the alternative, the Agency may decide, in its sole discretion, which Reply to evaluate and consider. A subsidiary or affiliate of a prime Respondent may also be included as a subcontractor in another Respondent's Reply.

6.11 Prohibition of Gratuities

By submission of a Reply, the Respondent certifies that no elected or appointed official or employee of the state of Florida has or will benefit financially or materially from this procurement. Any Contract arising from this procurement may be terminated by the Agency if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Respondent or its agents or employees.

6.12 Independent Price Determination

A Respondent shall not collude, consult, communicate, or agree with any other Respondent regarding this procurement as to any matter relating to the Respondent's Reply.

6.13 Performance Bond

A Performance Bond is not required for this project.

6.14 Participation in Future Stages of This Project

As stated in Chapter 287.057(17)(c) F.S.

A person who receives a Contract that has not been procured pursuant to subsections (1) through (3) to perform a feasibility study of the potential implementation of a subsequent Contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to Contract with the Agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a Request for Information (RFI) from being eligible to contract with an agency. Compliance with this requirement shall be certified through the execution and submission of **Attachment XI, Statement of Non-Collusion**.

6.15 Information Technology Requirements

Respondents submitting Replies to this solicitation should provide electronic and information technology resources in complete compliance with the accessibility standards required by Section 282.601-282.606, F.S., and Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

Contractors, providers, and partners employed by the Agency or acting on behalf of the Agency shall also fully comply with 60GG-2 Information Technology Standards.

6.16 Scrutinized Companies List

Section 287.135, Florida Statutes, requires that at the time a company submits a Reply or proposal for a Contract for goods or services of $1 million or more, the company must certify that the company is not 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.

Replies of $1 million or more shall include **Attachment VII Respondent Certifications (PUR7801)** to certify the Respondent is not on either of those lists. The Form should be submitted with the Technical Reply.

6.17 Scrutinized Companies – Termination

The Agency may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Certification for this requirement is found in **Attachment VII Respondent *Certifications (PUR7801).***

6.18 Foreign Countries of Concern Attestation Form

In accordance with section 287.138, F.S., beginning on or after the dates provided in section 287.138(4), F.S., a Governmental Entity may not accept a Reply, proposal, or reply for a Contract which would grant an entity access to an individual's Personal Identifying Information unless the entity provides the Governmental Entity with an attestation by the entity on Form PUR 1355., This certification is included on **Attachment VII Respondent Certifications (PUR7801).**

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7.0 Scope of Services

7.0.1 Overview

The Agency seeks to competitively procure comprehensive dental services with a nonprofit organization to coordinate a statewide dental services program which will serve as the payor of last resort for individuals with developmental disabilities hereinafter referred to as "individuals" as defined in s.393.063, Florida Statutes (F.S.).

Dental care provided through this program will include the coordination of treatment and procedures such as diagnostic services, preventive treatment, restorative, endodontic, periodontal, surgical procedures and extractions, orthodontic treatment not for cosmetic purposes, and dentures. The services provided are intended to prevent or remedy dental problems that if left untreated could compromise the health of individuals by increasing the risk of infection, disease or reducing food and nutritional intake.

7.0.2 General Program Requirements

The program shall be administered in accordance with the following requirements:

1) The Respondent may partner with a for-profit or non-profit organization through a subcontract to provide administrative operations and/or program services.

2) The Respondent shall provide a mechanism for APD clients to request dental care, receive authorization for dental treatments based on a plan of care, and provide timely dental services from licensed dentists who are geographically located as close as possible to the individual.

3) The Respondent must fully comply with section 466.0285, F.S. which states: "no person other than a dentist licensed pursuant to Chapter 466, nor any entity other than a professional corporation or limited liability company composed of dentists may employ a dentist or dental hygienist in the operation of a dental office, may control the use of any dental equipment or material while such equipment or material is being used for the provision of dental services, whether those services are provided by a dentist, a dental hygienist, or a dental assistant, or may direct, control, or interfere with a dentist's clinical judgment."

4) The Respondent shall offer the most efficient and cost-effective processes for authorizing, arranging, and coordinating the provision of preventative and comprehensive dental care for individuals with developmental disabilities.

5) The Respondent must include in their proposal their plan for implementing the use of industry best practices for administrative operations, including, but not limited to, technology, detailed accounting, tracking, and billing that includes verification of services rendered specific to the client, time, location, and provider that provided service.

6) The Respondent and the subcontractor shall illustrate internal processes for quality assurance and case sampling.

7) Dental treatment shall be provided according to a treatment plan in coordination with a general practitioner or other medical professionals based upon established priorities that, in the dentist's clinical judgment, are necessary to maintain the client's health status. Emphasis shall be placed on preventative dental practices.

8) The program shall act as a payor of last resort and shall not duplicate dental treatments covered by Florida Medicaid, Medicare, or dental care available to individuals through private dental insurance.

7.0.3 Major Service Goals

1) To promote good dental health for individuals with developmental disabilities through the delivery of preventive and comprehensive dental services.

2) To increase access to dental care for individuals with developmental disabilities throughout the State.

3) Establish a responsive network of dental care providers to service individuals with developmental disabilities.

7.1 Deliverables

In response to this solicitation, the Respondent shall describe how the following responsibilities including both client eligibility determination activities and the provision of services under this program will be performed.

7.1.1 Individual Eligibility/Determination

1) The Respondent shall confirm that the individual has a developmental disability pursuant to s. 393.063, F.S., and retain sole responsibility for determining which individuals are served.

2) If the Respondent has knowledge of any circumstances affecting the eligibility of any person authorized to receive services under this program, the Respondent shall notify the Contract Manager immediately. In the event of a dispute regarding eligibility or service determination, the Agency shall have exclusive authority to make the final decision.

7.1.2 Manner of Service Provision

1) Dental Services

a) Coordinate services that prevent or remedy dental problems that, if left untreated, could compromise the health of individuals by increasing the risk of infection, disease, or the reduction of food and nutritional intake based on an approved plan of care.

b) Coordinate treatment and procedures including but not limited to pre-existing conditions, diagnostic services, preventive treatment, restorative, emergency dental services, endodontic, periodontal, oral surgical procedures and extractions, orthodontic treatment not for cosmetic purposes, and denture-related services based on an approved plan of care.

c) Coordinate sedation services only when it is determined to be a medically necessary part of the dental treatment plan based on an approved plan of care

** For examples of dental services, see **Exhibit A, Examples of Permissible Dental Services and/or Treatments.***

2) Transportation

a) Establish a process to coordinate transportation for the individual(s) to receive dental care, if necessary based on their individual needs.

3) Connecting Individuals to Dental Services

The Respondent shall provide a plan for:

a) The promotion of program availability to the target audience by, at minimum, the development and maintenance of a website;

b) Methods of communication to announce the program availability to the target audience and stakeholders;

c) An electronic application process;

d) A complaint process; (**Refer to Deliverable 9 Complaint System**); and

e) Providing customer service during business hours.

f) Establishing and submitting a comprehensive plan outlining the process for initial onboarding, engagement, and enrollment activities.
- At a minimum, the plan must address verification of identity, eligibility, assignment of a dental care coordinator, development of a client profile and creation of an individualized care plan.
- The plan must also describe the process for obtaining consent for treatment from the individual or their legal representative as part of the onboarding and enrollment process.

g) Connect individuals to dental services based on their functional, behavioral, social, physical, and medical needs of the client.

h) Coordinate with APD to establish reasonable timeframes for the timely coordination of urgent and emergency care, therapeutic and diagnostic care, preventative care, and specialty care.

4) Provider Network

a) Establish and maintain a comprehensive network of licensed dental providers with a sufficient number and variety of specialists to ensure timely access to dental care services.

b) Subcontract with dental providers to evidence their initial consent and continual consent to participate in the dental providers' network. The subcontracts will include service agreements with the dental providers to ensure terms and conditions included in the Agency Contract with the Respondent contractually apply to the dental providers. (**Refer to Exhibit B APD Standard Contract).**

c) Provide a detailed plan describing the process for verifying and documenting the Florida Board of Dentistry licensure status of all dental providers through the Florida Department of Health Medical Quality Assurance search portal prior to billing the Agency for dental services. The plan must also address the process for conducting and documenting annual licensure verifications for the duration of the Contract term.

5) Dental Provider Network Adequacy

a) The Respondent shall develop and maintain the provider network in accordance with 42 CFR 438.68(c).

b) The Respondent must ensure physical access, reasonable accommodations, culturally competent communications, and accessible equipment for the individual.

c) The Respondent shall have sufficient service locations and dental practitioners to provide the covered services as required by this Contract.

d) The Respondent shall have the dental provider capacity to provide covered services to all individuals in the program, by APD designated region, as indicated in the subsequent Contract.

e) The Respondent shall provide access in each APD designated region for urgent care to a dentist(s) that offers extended office hours (before 8:00 a.m., after 5:00 p.m. in the individual's time zone, and on Saturday or Sunday) such telephonic triage and consultation.

f) Ensure provider network has availability of primary dental providers General Dentistry and Pediatric Dentistry practices in each APD designated region. Must cover medically necessary anesthesiology services when delivered in a dental office setting and dental services delivered in hospitals and ambulatory surgical centers; including medical services provided secondary to dental care (e.g., anesthesiology) by a provider practicing within the scope of their license.

6) Access to Specialty-Qualified Providers

a) The Respondent shall provide access to specialists on a referral basis. Access to specialists must include periodontist and prosthodontist providers.

b) The Respondent shall determine when exceptional referrals to non-participating specialty qualified providers are needed to address the individual's unique dental needs.

c) The Respondent and provider shall agree to financial arrangements for the provision of such services prior to the provision of services.

d) The Respondent shall develop and maintain policies and procedures for such referrals.

7) Financial Specifications and Management Information System

a) The Respondent shall provide a data management system that is fully configured and implemented to support the business functionality requirements that helps achieve the expected level of service delivery.

b) The Respondent must implement and maintain adequate internal controls to ensure the accuracy and validity of data in accordance with the Contract.

c) Management information systems must have appropriate administrative, technical, and physical safeguards to protect the confidentiality of Protected Health Information.

d) The Respondent must submit financial statements for the three (3) most recent fiscal years. Certified or audited financial statements are preferred.

e) Newly created entities must submit the requested financial documentation for each founding or collaborative partner entity.

f) The Respondent shall maintain a separate bank account for all financial transactions related to the operation of the Dental Program. This account shall be subject to inspection and review by the Agency upon request, including, but not limited to, the submission of all related bank statements and supporting financial records.

g) The Respondent may request a one-time advance payment of up to twenty-five percent (25%) of its proposed Program Administration expenses, subject to approval by the Florida Department of Financial Services (DFS). Any approved advance payment shall be used solely for Program Administration purposes in accordance with Section 215.422(15), Florida Statutes.

h) The Respondent shall offer recovery services such as credit monitoring to affected individuals in the event of a breach of the individual's information in the event of a breach of the individual's information at a level designated by APD.

i) The Respondent must submit to the Agency a Service Organization Control (SOC) 2 Type 2 Report or similar security level report which provides information on controls at a service organization relevant to security, availability, processing integrity, confidentiality, or privacy.

j) If the Respondent's system includes a web application, the Respondent must submit to the Agency, periodic web application vulnerability scanning reports.

k) The Respondent shall offer an acceptable data transfer mechanism to send and receive all the necessary data of clients served by the Dental Program to the Agency designated endpoint.

8) Disaster Recovery Plan

The Respondent shall develop a Disaster Recovery Plan outlining the restoration of services and systems in the event of an emergency or disaster. The plan must include: a) Alternative service delivery for clients, and b) Restoration of the management information system.

9) Complaint System

a) The Respondent shall establish and maintain a complaint system for reviewing and resolving complaints from individuals in the program.
b) Complaints shall be acknowledged in writing within one (1) business day of receipt.
c) The Respondent shall review the complaint and provide written notice of complaint resolution as expeditiously as the individual's health condition requires, no later than five (5) business days from the date the Respondent receives the complaint.

10) Quality Assurance and Performance Metrics

a) The Respondent must have a quality assurance system that includes performance metrics on the following:
   i. Annual Satisfaction Survey
   ii. Number of Applications Received
   iii. Number of Applications Denied with Explanation
   iv. Number of Individuals Served
   v. Number of Dental Services Provided by Type
   vi. Number of Denied Dental Services by Type with Explanation
   vii. Spending Analysis Based on Types of Service

viii. Access to Care
ix. Timeliness for Care
x. Provider Network and Recruitment
xi. Program Outcomes
xii. Program Effectiveness Based on Approved Performance Matrix Criteria
xiii. Spending Analysis, Including Actual and Anticipated Costs
xiv. Number of Complaints Received and Timeframe for Resolution

b) The Respondent shall provide quality assurance through an Authentication Integrity Plan for the provision of medically necessary dental care for individuals. The plan shall include methodology that ensures technology, accounting, tracking, and billing verification services are rendered appropriately.

11) Reporting Requirements

a) The Respondent shall provide the following monthly reports:
i. Performance Metrics Report detailing:
- Number of Applications Received,
- Number of Applications Denied with Explanation,
- Number of Individuals Served,
- Number of Dental Services Provided by Type,
- Number of Denied Dental Services by Type with Explanation, and
- Spending Analysis Based on Types of Service.

ii. Complaint Data and Resolution
iii. Quality Assurance Monitoring
iv. Spending Analysis

7.2 Financial Consequences

If the Contractor fails to meet the minimum level of service or performance identified, the Agency will be injured as a result thereof. If the requirements are not timely and satisfactorily performed, the Contractor shall be subject to one or more of the financial consequences listed. The Contract manager shall periodically review the progress made on the activities and deliverables. If the Contractor fails to meet and comply with the activities/deliverables established or to make appropriate progress and they are not resolved within two weeks of a written request for correction; the Contract manager may approve: 1) withholding of payment proportionate to the deficient service or performance until the deficiency is cured, (2) request the Contractor redo or otherwise cure the work, or (3) a reduced payment by the rate established under this Contract proportionate to the deficient service or performance. The Contract manager must assess one or more of the financial consequences based on the severity of the failure to perform and the impact of such failure on the ability of the Contract to meet the timely and desired results. These financial consequences shall not be considered penalties. The Agency; at its sole discretion, may offer the Contractor an extension for any listed tasks, timelines, or deliverables during which the indicated financial consequences shall not apply. Notification of any extension shall be provided to the Contractor in writing. If financial consequences are imposed and due; the Agency may offset the financial consequences from the next invoice or from the final retained payment, or require separate payment. Any payment made in reliance on the Contractor's evidence of performance; which evidence is subsequently determined to be erroneous, will be immediately due as an over payment.

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SECTION 8: Special Instructions – Reply Format & Content

8.0 Reply Submission

By submitting a Reply, the Respondent acknowledges that it has reviewed and understands the requirements of this ITN, including the scope of services, Contract requirements, and all terms and conditions contained herein.

Technical Replies and Price Replies must be submitted in accordance with the instructions set forth in **Section 8.2 Reply Format Instructions.**

All Replies and associated forms must be signed and dated by an individual authorized to legally bind the Respondent. Replies should be organized, complete, and presented in a clear and concise manner that facilitates the Agency's evaluation.

Respondents are responsible for becoming fully informed as to the requirements of this ITN and all conditions that may affect the performance of the resulting Contract.

All Replies and supporting documentation submitted in response to this ITN shall become the property of the State of Florida and will not be returned.

8.1 Deliver Replies To: (Electronic or Faxed Responses will not be accepted)

Agency for Persons with Disabilities
Bureau of General Services and Procurement
Attn: Tamara Harrington
4030 Esplanade Way, Suite 280
Tallahassee, Florida 32399

8.2 Reply Format Instructions

This section contains instructions that describe the required format for the Reply. Each Respondent must submit its Reply in two separately sealed packages as follows:

PART I: TECHNICAL REPLY ITN 2526-031
RESPONDENT NAME
CONTACT PERSON NAME AND PHONE
(Separately Sealed Package)

PART II: PRICE REPLY ITN 2526-031
COMPANY NAME
CONTACT PERSON NAME AND PHONE
(Separately Sealed Package)

The Technical Reply and Price Reply must be submitted in separate sealed packages. Both packages may be shipped together in a single envelope or box.

8.2.1 Preliminary Administrative Review (Responsiveness Review)

The Agency will conduct a preliminary administrative review of each Reply to determine whether the Respondent has submitted the required forms, certifications, acknowledgements, and supporting documentation identified below.

The documents listed in this section should be included at the beginning of the Technical Reply. Failure to submit one or more of these documents may be considered a minor irregularity if the omission does not affect the Respondent's ability to perform the resulting Contract, create a competitive advantage, or otherwise prejudice the interests of the Agency or other Respondents. The Agency reserves the right to request clarification, correction, or submission of any omitted document in accordance with applicable law.

The following documents shall be included at the beginning of the Technical Reply in the following order:

- Respondent Certification and Acknowledgement Form
- Attachment II – Deliverable Completion Date Form
- Attachment III – References
- Attachment IV – Subcontractor Listing Form
- Attachment V – Identical Tie Certification Form
- Attachment VI – Respondent Conflict of Interest Form
- Attachment VII – Respondent Certifications (PUR 7801)
- Attachment VIII – Additional Forced Labor Certifications (PUR 2024)
- Attachment IX – Foreign Country of Concern Attestation (PUR 1355)
- Attachment X – Implementation Cost Acknowledgement and Financial Capacity Certification
- Attachment XI – Statement of Non-Collusion

8.2.2 Technical Reply (Part I) – Mandatory Requirement

***Do not include price information in Part I.**

The Respondent shall submit one (1) original, three (3) hard copies, and one (1) electronic copy on a USB drive in Microsoft Word or Adobe Acrobat. USBs must conform to the following requirements:

- File System: FAT32, NTFS, or exFAT
- USB version: 1.x, 2.0, or 3.x
- Form factor: USB Type-A, or Type-C

The Technical Reply shall begin with all documents required under **Section 8.2.1, Preliminary Administrative Review (Responsiveness Review)**, followed by the Respondent's technical response organized in the order specified below.

1) Executive Summary

The Respondent shall provide a high-level overview of the organization, its understanding of the Agency's objectives, and its overall approach to providing the services described in this ITN. The Executive Summary should explain why the Respondent is uniquely qualified to perform the work and successfully administer the Statewide Dental Services Program.

The Executive Summary should be written in clear, concise, non-technical language and should summarize the key elements of the Respondent's Reply.

The Respondent is encouraged to limit the Executive Summary to no more than three (3) pages.

2) Respondent's Qualifications and Experience

The Respondent shall provide a description of its organization, including its history, organizational capabilities, and experience administering programs or providing services similar in scope, complexity, and size to those required under this ITN. The response should demonstrate the Respondent's qualifications to successfully perform the requirements of the resulting Contract.

The Respondent should describe its relevant experience, areas of expertise, organizational resources, and any specialized knowledge, certifications, accreditations, or capabilities that support its ability to operate and administer the statewide dental services program.

The Respondent shall provide at least three (3) references in accordance with **Attachment III References**.

3) Respondent's Service Delivery Plan

The Respondent shall provide a Service Delivery Plan describing the approach, methodologies, processes, systems resources, and capabilities that will be utilized to successfully perform the services required under this ITN.

a) Service Delivery Approach

The Respondent shall explain its approach to accomplishing the tasks outlined in **Section 7, Scope of Services**, including the methods, resources, and capabilities that will be used to perform the required services. The response

should demonstrate the Respondent's understanding of the Agency's requirements and describe how services will be delivered throughout the term of the resulting Contract.

The Respondent should identify any significant challenges that may reasonably be anticipated and describe the strategies that will be employed to mitigate or resolve those challenges. Any specialized techniques, methodologies, technologies, or innovative practices that will be utilized in the performance of the services should also be addressed. The Respondent shall complete **Attachment II Deliverable Completion Date Form** and submit it as part of its Reply. Until the Respondent's proposed due dates are reviewed and accepted by the Agency, any due dates established by the Agency shall control.

4) Respondent's Management Plan

The Respondent shall provide a Management Plan describing the organizational structure, management approach, and key personnel that will be utilized to administer and perform the resulting Contract.

a) Administration and Management

The Respondent shall provide a description of its organizational structure, management framework, and the methodologies that will be used to control costs, maintain service quality and reliability, meet schedules and deliverables, and ensure effective communication and coordination with the Agency.

b) Identification of Key Personnel

The Respondent shall identify the key personnel who will be assigned to the project and provide a resume for each team member proposed. The response shall describe the functions, responsibilities, and authority of each key person relative to the services to be performed and indicate the approximate percentage of time each team member will devote to the Contract and assigned tasks.

The Respondent shall not replace key personnel without the Agency's prior written approval. Any proposed replacement shall be subject to Agency review and approval.

8.2.3 Price Reply (Part II) – Mandatory Requirement

The Price Reply constitutes a mandatory component of the Respondent's Reply. Failure to submit a Price Reply by the date and time specified in the Timeline may result in the Reply being determined non-responsive and removed from further consideration.

The Respondent shall submit one (1) original, three (3) hard copies, and one (1) electronic copy on a USB drive in Microsoft Word or Adobe Acrobat (electronic file size shall not exceed 12 MB).

The Respondent shall submit all pricing information on the Price Reply form provided by the Agency. Payment for services will be made based on the deliverables and dates specified in the resulting Contract.

8.2.4 Presenting the Reply

The Reply shall be prepared on standard letter-size paper (8½" x 11") and use a font size of no less than 12-point. The Reply shall include a Table of Contents, be single-spaced, contain page numbers, and be organized into clearly labeled sections corresponding to the requirements of this ITN.

The method of binding and cover selection is at the Respondent's discretion; however, elaborate bindings, hardback notebooks, and similar presentation materials are discouraged.

Unnecessarily elaborate brochures, artwork, expensive paper, visual aids, or other costly presentation materials are neither required nor preferred and will not enhance the evaluation of the Reply.

All materials submitted by the Respondent shall be packaged in a manner that ensures no individual shipping box exceeds 25 pounds.

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SECTION 9: Opening, Evaluation, and Award

9.0 Reply Opening

The Reply Opening will be conducted simultaneously in person and via Webex. Interested parties may attend either in person or virtually using the information provided in **Section 4.4 Timeline**.

Technical Replies will be publicly opened by the Purchasing Contact at the location, date, and time specified in **Section 4.4, Timeline**.

9.1 Reply Evaluation and Negotiation Process

In accordance with section 287.057, F.S., the Agency will evaluate and rank all responsive Replies using the **Criteria for Evaluation (Section 9.1.2)** specified in this ITN. At the Agency's sole discretion, the Agency may proceed to negotiate with one or more Respondents selected through the evaluation process.

Technical Replies will be evaluated and scored by an Evaluation Committee appointed by the Agency. The Evaluation Committee will assign points based on **Criteria for Evaluation (Section 9.1.2)** identified in this ITN.

Price Replies will be evaluated and scored by the Purchasing Office in accordance with the pricing evaluation methodology identified in **Criteria for Evaluation (Section 9.1.2)** this ITN.

The Agency reserves the right to seek clarification from any Respondent regarding its Reply at any time during the solicitation process. Any clarification requested by the Agency shall be limited to information contained within the Respondent's Reply and shall not be used to cure material deficiencies, materially alter the Reply, or provide an unfair competitive advantage.

Information provided by a Respondent in response to a clarification request may become part of the Respondent's Reply and may be considered during the evaluation process.

9.1.1 Presentations/Demonstrations

The Agency reserves the right, at its sole discretion, to request presentations and/or demonstrations from shortlisted Respondents as part of the negotiation process. If requested, these sessions will allow the Agency to clarify technical approaches, verify capabilities, and ensure the proposed solutions align with the State's needs.

If the Agency elects to hold these sessions, the dates will be scheduled with the selected Respondents. The Agency will notify the selected participating Respondents of their specific date, time, and duration. The negotiation team may reassess any of the evaluation determinations and may consider any additional information that comes to its attention during negotiations.

If applicable, the following time frames shall govern the Presentations/Demonstrations:

a. Presentation 40 minutes

b. Specific Questions on Reply 10 minutes

c. General Questions of all Respondents 10 minutes

9.1.2 Criteria for Evaluation

The responsive Replies will be evaluated and ranked on a scale of 1 to 100 using the following criteria. The Agency anticipates awarding the Contract (if an award is made) after negotiations to the responsible and responsive Respondent determined to provide the best value to the state.

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The following point system is established for scoring and ranking Replies.

A) Executive Summary	N/A
B) Respondent's Qualifications and Experience	20 points
C) Respondent's Service Delivery Plan	45 points
D) Respondent's Management Plan	30 points
Total	**95 points**
E) Price Reply	5 points
Total	**100 points**

Scores for pricing will be determined by comparing all responsive Price Replies. The responsive Price Reply with the lowest total cost will receive the maximum available points. All other responsive Price Replies will receive a proportionate share of the available points based on the ratio of the lowest Price Reply to the Respondent's Price Reply. Price scores will be rounded to one decimal place.

Price scores will be calculated using the following formula:

(Low Price/Respondent's Price) x Price Points = Respondent's Awarded Points

The total maximum number of points that can be earned in the evaluation process is 100 points.

9.1.3 Criteria for Negotiations

At the Agency's sole discretion, the Agency may enter negotiations with one or more selected Respondent(s), which will be conducted as follows:

1) Selected Respondent(s) will be invited to participate in negotiations. If necessary, the Agency will request revisions to the approach submitted by the selected Respondent(s) until it is satisfied that the approach will serve the Agency's needs. The process may continue until a Contract is negotiated and executed. The Agency may in its sole discretion, award and enter into Contracts with more than one Respondent, if in the best interest of the state.

2) The Agency reserves the right to negotiate with all responsive and responsible Respondents to determine the best-suited approach. The ranking of Replies indicates the perceived overall benefits of the proposed approach, but the Agency retains the discretion to negotiate with other qualified Respondents as deemed appropriate.

3) Before award, the Agency reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Respondents may be requested to make a presentation, provide additional references, provide the opportunity for site visits, etc. (if applicable). The Agency reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.

4) The focus of the negotiations will be on achieving the solution that provides the best value to the State.

5) In submitting a Reply Respondent agrees to be bound to the terms of this ITN. However, the Agency reserves the right to negotiate different terms and related price adjustments if the Agency determines that it is in the state's best interest to do so.

6) The Agency reserves the right to reject any and all Replies, if the Agency determines such action is in the best interest of the state or the Agency. The Agency reserves the right to waive minor irregularities in Replies.

9.2 Posting of Agency Decision

The Agency's Decision will be posted in on the VIP as indicated in the Timeline and will remain posted for a period of seventy-two (72) hours. It is the responsibility of all potential Respondents to monitor the VIP website for any posted information regarding this solicitation.

9.2.1 Protest of Intended Decision

Any Respondent who is adversely affected by the Agency's recommended award or intended decision must file a written "Intent to Protest" with the Agency at the address of posting. See **SECTION 5.3 Solicitation Protests/Notice of Rights** for protest information.

9.3 Award of the Contract

After negotiations are conducted, the Director of the Agency may, at their discretion, make an award to the responsible and responsive vendor which is determined to provide the best value to the State. Services will be authorized to begin when the Contractor receives a fully executed Contract from the Agency. Once awarded, the Agency will provide notice of the award to the Contractor.

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ATTACHMENT I
PRICE REPLY

Respondents shall complete the table below by identifying the proposed annual cost for each deliverable for both the Initial Contract Term and the Renewal Term. Proposed costs shall include all labor, materials, administrative expenses, travel, subcontractor costs, technology, reporting, and any other costs necessary to fully perform the requirements of this solicitation. All pricing fields must be completed. Failure to submit a completed pricing table shall result in the Reply being deemed non-responsive and ineligible for further consideration.

ITN 2526-031 Dental Services Program
INITIAL FIVE (5) YEAR TERM

DELIVERABLE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
1. **Individual Eligibility/Determination**					
2. **Dental Services**					
3. **Transportation**					
4. **Connecting Individuals to Dental Services**					
5. **Provider Network**					
6. **Dental Provider Network Adequacy**					
7. **Access to Specialty-Qualified Providers**					
8. **Financial Specifications and Management Information System**					
9. **Disaster Recovery Plan**					
10. **Complaint System**					
11. **Quality Assurance and Performance Metrics**					
12. **Reporting Requirements**					
INITIAL FIVE (5) YEAR TERM SUBTOTAL	$_____	$_____	$_____	$_____	$_____

INITIAL FIVE (5) YEAR TERM TOTAL $_____
(Year 1 Subtotal + Year 2 Subtotal + Year 3 Subtotal + Year 4 Subtotal + Year 5 Subtotal)

ATTACHMENT I
PRICE REPLY (cont'd)

ITN 2526-031 Dental Services Program
RENEWAL FIVE (5) YEAR TERM

DELIVERABLE	RENEWAL YEAR 1	RENEWAL YEAR 2	RENEWAL YEAR 3	RENEWAL YEAR 4	RENEWAL YEAR 5
1. Individual Eligibility/Determination					
2. Dental Services					
3. Transportation					
4. Connecting Individuals to Dental Services					
5. Provider Network					
6. Dental Provider Network Adequacy					
7. Access to Specialty-Qualified Providers					
8. Financial Specifications and Management Information System					
9. Disaster Recovery Plan					
10. Complaint System					
11. Quality Assurance and Performance Metrics					
12. Reporting Requirements					
RENEWAL FIVE (5) YEAR TERM SUBTOTAL	$_____	$_____	$_____	$_____	$_____

RENEWAL FIVE (5) YEAR TERM TOTAL $_____
(Renewal Year 1 Subtotal + Renewal Year 2 Subtotal + Renewal Year 3 Subtotal + Renewal Year 4 Subtotal + Renewal Year 5 Subtotal)

GRAND TOTAL $_____

(Initial 5 Year Term Total + Renewal 5 Year Term Total)

Authorized Representative (Printed Name):_____
Title: _____
Signature: _____
Date: _____
*The individual signing this form must have the authority to legally bind the Respondent.

ATTACHMENT II
DELIVERABLE COMPLETION DATE FORM

Based on the Scope of Work being proposed, provide an estimated completion date for each Deliverable identified below. For each deliverable, enter the estimated completion date for the applicable contract year. If a deliverable is not applicable to a particular contract year, enter "N/A" in the corresponding field. Failure to complete all applicable fields may result in the Agency requesting clarification.

ESTIMATED DELIVERABLE COMPLETION DATE										
	INITIAL CONTRACT TERM					CONTRACT RENEWALS				
DELIVERABLE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
1. Individual Eligibility/Determination										
2. Dental Services										
3. Transportation										
4. Connecting Individuals to Dental Services										
5. Provider Network										
6. Dental Provider Network Adequacy										
7. Access to Specialty-Qualified Providers										
8. Financial Specifications and Management Information System										
9. Disaster Recovery Plan										
10. Complaint System										
11. Quality Assurance and Performance Metrics										
12. Reporting Requirements										

Authorized Representative (Printed Name):_____
Title: _____
Signature: _____
Date: _____

ATTACHMENT III
REFERENCES

RESPONDENT NAME _____

The Respondent shall provide at least three (3) references for projects or services comparable in scope and complexity to those described in this ITN. The Agency reserves the right to contact the references regarding the services provided. Any information obtained may be subject to the requirements of Florida's Public Records Law.

Provide the following reference information for a minimum of three (3) organizations for which the Respondent has successfully performed services of a similar size, scope, and complexity.

1. BUSINESS NAME:	
ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	
E-MAIL ADDRESS:	
DATE AND DESCRIPTION OF SERVICES:	
2. BUSINESS NAME:	
ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	
E-MAIL ADDRESS:	
DATE AND DESCRIPTION OF SERVICES:	
3. BUSINESS NAME:	
ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	
E-MAIL ADDRESS:	
DATE AND DESCRIPTION OF SERVICES:	

Authorized Representative (Printed Name):_____
Title: _____
Signature: _____
Date: _____

ATTACHMENT IV
SUBCONTRACTOR LISTING FORM

RESPONDENT NAME: _____

Each Respondent must submit with its response a list of the subcontractors who will perform work under the Contract that is expected to result from this solicitation. The Respondent must determine that a listed subcontractor has been successfully engaged in performing the services required under this solicitation and is qualified to provide the services under the resulting Contract.

In the event that no subcontractor will be used, this form must be returned with the Respondent's response indicating "No Subcontractors will be used."

☐ NO SUBCONTRACTORS WILL BE USED.

If subcontractors will be used, complete the table below.

Subcontractor Name	Services to be Provided	Address	Telephone Number

I certify that the information provided on this form is true, accurate, and complete and that I am authorized to submit this information on behalf of the Respondent.

Authorized Representative (Printed name): _____
Title: _____
Signature: _____
Date: _____

*The individual signing this form must have the authority to legally bind the Respondent.

ATTACHMENT V
IDENTICAL TIE CERTIFICATION FORM

To be considered in accordance with Rule 60A-1.011, F.A.C., in the event of identical scoring.

Chapter 287, Florida Statutes, provide Respondents the advantage of "tie breakers" whenever two or more bids, proposal, or replies received by an agency are equal with respect to price, quality, and service. For a Respondent to take advantage of the below "tie breakers," it must meet the statutory qualifications for one or more of these provisions and certify that it qualifies for the cited preference.

If the Agency discovers that any information on this form is false after the award to the Respondent is made, the Agency reserves the right to terminate the Contract and hold the awarded Respondent liable for costs associated with re-procuring the services. The Respondent certifies that below preferences apply.

CERTIFICATION OF PREFERENCE ELIGIBILITY

The Respondent shall indicate whether it qualifies for any of the preferences listed below by checking the applicable box and providing any required information.

Applicable Certification	Yes	No
Certified Minority Business Enterprise: This Reply is submitted by a certified minority-owned business enterprise in accordance with section 287.057(11), Florida Statutes. Company Net Worth: _____	☐	☐
Service-Disabled Veteran Business Enterprise: This Reply is submitted by a service-disabled veteran business enterprise in accordance with section 295.187, Florida Statutes. Company Net Worth: _____	☐	☐
Drug-Free Workplace: This Reply is submitted by a Respondent that maintains a drug-free workplace program in accordance with section 287.087, Florida Statutes, and will continue to promote and implement such program.	☐	☐
Foreign Manufacturer (Applicable to Commodity Procurements Only): This Reply is submitted by a foreign manufacturer with a factory in Florida employing over 200 employees in the State in accordance with section 287.092, Florida Statutes.	☐	☐
No Preference Claimed: This Reply is submitted by a Respondent that is not eligible for any of the preferences listed above.	☐	☐

Authorized Representative (Printed name): _____
Title: _____
Signature: _____
Date: _____

*The individual signing this form must have the authority to legally bind the Respondent.

ATTACHMENT VI
RESPONDENT CONFLICT OF INTEREST FORM

This solicitation is subject to Chapter 112, Florida Statutes. Respondents shall indicate whether or not any conflict exists regarding any Florida Agency for Persons with Disabilities employee, pursuant to PUR1001, Section 6.

I,_____ am the_____ of

(Authorized Representative's Name)
(Title)

_____, (the "Respondent"), and am authorized to represent and contractually bind

(Respondent's Legal Name)

the Respondent. Having been duly sworn, I do hereby attest, to the best of my knowledge and belief, the following:

- Respondent has disclosed all officers, directors, employees, other agents that are presently an employee of the Florida Agency for Persons with Disabilities; and
- Respondent has disclosed all employees that own, directly, or indirectly, an interest of five percent (5%) or more in the Respondent's company, or its affiliates; and
- Respondent's officers, directors, employees, or other agents will not create a conflict in any manner or degree that will adversely impact the performance of the services required to be performed under the Contract.

Employee Disclosure:

Full Legal Name	**APD Position Title**	**Disclosed Position Held or % of Ownership**

Authorized Representative (Printed Name):_____
Title: _____
Signature: _____
Date: _____

*The individual signing this form must have the authority to legally bind the Respondent.

ATTACHMENT VII
RESPONDENT CERTIFICATIONS
(PUR 7801)

Contractors, providers, and partners employed by the Agency or acting on behalf of the Agency shall attest to all applicable clauses in the Department of Management Services, Form PUR 7801 hereby incorporated by reference. In order to be considered in compliance with the resulting Contract, Respondents must complete and return Form PUR 7801, Vendor Certification and other applicable certification Forms in their Reply.

I hereby certify the following on behalf of the vendor identified below:

Respondent Indicator (Required, N/A, Determined by Vendor)	**Vendor Indicator** (Certified, N/A)	**Certification**
Choose an item.Choose an item.	Choose an item.	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx.
Choose an item.	Choose an item.	If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/fsb/PerformanceReports.aspx.
Choose an item.	Choose an item.	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.

Respondent Indicator (Required, N/A, Determined by Vendor)	**Vendor Indicator** (Certified, N/A)	**Certification**
Choose an item.	Choose an item.	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843, and attached it hereto.
		If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614, and attached it hereto.
Choose an item.	Choose an item.	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a Contract terminated under section 448.095(5)(c), F.S., by a public employer, Contractor, or subcontractor, as defined by section 448.095(1), F.S.
Choose an item.	Choose an item.	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Choose an item.	Choose an item.	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.
Choose an item.	Choose an item.	If the contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor certifies that the commodities were not produced by forced labor and is in compliance with all applicable disclosure requirements set forth in section 287.1346, F.S.

Authorized Representative (Printed Name):_____
Title: _____
Signature: _____
Date: _____

*The individual signing this form must have the authority to legally bind the Respondent.

ATTACHMENT VIII
ADDITIONAL FORCED LABOR CERTIFICATIONS
(PUR 2024)

Part A: Use of Coercion for Labor and Services
Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

Mark N/A if not applicable: ☐ N/A

Name of entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.
Entity Name:
Representative/Officer's Printed Name:
Representative/Officer's Title:
Signature: Date

Part B: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form must be completed by a member of the company's senior management, as defined in section 287.1346, F.S., when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

Mark N/A if not applicable: ☐ N/A

I certify that to the best of my knowledge, the commodities (INSERT RESPONDENT NAME) is offering to the Agency have not been produced, in whole or in part, by forced labor.
Entity Name:
Senior Management's Printed Name:
Senior Management member's Title:
Signature: Date:

*The individual signing this form must have the authority to legally bind the Respondent.

ATTACHMENT IX
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a reply, proposal, or reply to, or entering into, renewing, or extending, a Contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

<Insert Name of Respondent> is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Authorized Representative (Printed Name):_____
Title: _____
Signature: _____
Date: _____

*The individual signing this form must have the authority to legally bind the Respondent.

ATTACHMENT X
IMPLEMENTATION COST ACKNOWLEDGEMENT AND FINANCIAL CAPACITY CERTIFICATION

The undersigned Respondent hereby certifies, acknowledges, and agrees to the following:

1. The Respondent has reviewed all requirements of this Invitation to Negotiate (ITN), including the Scope of Work, Deliverables, Financial Specifications, and all associated Contract requirements.

2. The Respondent understands that, if awarded a Contract, it shall be solely responsible for all costs associated with the implementation, startup, staffing, administration, operation, maintenance, and performance of the Dental Services Program described in this ITN.

3. The Respondent acknowledges that the Agency is not obligated to provide advance funding for program implementation, startup activities, staffing, technology systems, provider network development, outreach activities, administrative operations, or any other costs incurred prior to the delivery of Contract services.

   Notwithstanding the foregoing, the Respondent may request a one-time advance payment of up to twenty-five percent (25%) of its proposed Program Administration expenses, subject to approval by the Florida Department of Financial Services (DFS). Any approved advance payment shall be used solely for Program Administration purposes in accordance with Section 215.422(15), Florida Statutes.

   The Respondent further acknowledges that any advance payment authorized by the Agency, if permitted by law and approved by the Florida Department of Financial Services, shall be limited to the amount specified in the resulting Contract and shall not be relied upon as the primary source of funding for implementation or ongoing operations. The Respondent certifies that it possesses, or will have upon Contract execution, the financial resources, organizational capacity, and operational capability necessary to successfully implement and administer the Dental Services Program without reliance upon full advance payment from the Agency.

   The Respondent understands and agrees that all costs incurred in preparing a Reply, participating in negotiations, implementing the program, establishing operations, developing provider networks, acquiring technology, hiring personnel, and otherwise performing under the Contract shall be borne solely by the Respondent and shall not be separately reimbursed by the Agency except as expressly provided for in the resulting Contract. The Respondent acknowledges that its execution of this certification constitutes a material representation upon which the Agency may rely in evaluating the Respondent's financial responsibility and capacity to perform the requirements of this ITN. Failure to execute and submit this certification with the Reply may result in the Reply being deemed non-responsive.

Authorized Representative (Printed Name):_____
Title: _____
Signature: _____
Date: _____

*The individual signing this form must have the authority to legally bind the Respondent.

ATTACHMENT XI
STATEMENT OF NON-COLLUSION

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject Contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant Bid, Proposal, or Reply. This Bid, Proposal, or Reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Florida Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Agency. I certify I have full authority to legally bind Respondent to the provisions of this Reply.

Authorized Representative (Printed Name):_____
Title: _____
Signature: _____
Date: _____

*The individual signing this form must have the authority to legally bind the Respondent.

EXHIBIT A
Examples of Permissible Dental Services and/or Treatments

Examples of dental services and/or treatments coordinated include, but are not limited to:

- Preventive services including cleanings, sealants, oral prophylaxes, Silver Diamine Fluoride (SDF) and topical fluoride applications, space maintainers, and oral hygiene instruction.
- Comprehensive and periodical oral evaluations include diagnostic, visual evaluation of the oral cavity, teeth and supportive structures and related charting.
- Dental treatments needed to alleviate pain or infection or when dental issues are limiting food intake.
- Radiographs including intraoral, extraoral, and panoramic radiographs essential to making a diagnosis.
- Restorations may be provided to eliminate carious or post-traumatic lesions from teeth and to restore the anatomic shape, function, and aesthetics of teeth. (This may also include dental crowns.)
- Endodontic services including pulp capping, therapeutic pulpotomies, root canal therapy, apexification, and apicoectomies. The prevailing standard of dental care in performing root canal therapy requires a dentist to perform adequate pre-operative and post-operative diagnosis to support the procedure, to timely and properly perform the procedures, and to retreat any inadequate procedures when required.
- Periodontal services to assist clients who exhibit generalized periodontal pockets in excess of the 4-5 mm range as documented on a periodontal chart. This may include postoperative care.
- Orthodontic services can be provided to individuals with handicapping malocclusion. (A handicapping malocclusion is a condition that constitutes a hazard to the maintenance of oral health and interferes with the well-being of the client by causing impaired mastication, dysfunction of the temporomandibular articulation, susceptibility to periodontal disease, susceptibility of dental caries, and impaired speech due to malposition of the teeth.)
- Removable prosthodontics involving the fabrication, repairing, relining, and adjusting of an appliance for the replacement of extracted teeth, by and under the direction of a dentist. (This appliance is removed from the mouth by the client.)
- Palliative treatment that relieves pain and discomfort on an emergency basis when time and circumstances contraindicate more definitive treatment and services, such as opening the pulpal chamber for drainage, removal of high spots to relieve traumatic occlusion, treatment of aphthous ulcers or herpetic lesions.
- Sedation dentistry (the administration of medication to keep clients comfortable during dental procedures). Sedation options include nitrous oxide, oral conscious sedation, intravenous conscious sedation, and general anesthesia (unconscious sedation).
- Acclimation visits to develop a person-centered plan of care whereby reducing or eliminating client anxiety and fear; as well as to allow the individual to develop a rapport and familiarity with the dentist, dental office staff, the dental office, and dental equipment.
- Teledentistry for expanded access and after hours care, remote monitoring and management of chronic conditions, improved access to specialists, reduce travel time and costs, reduce waiting time to see a physician or dentist.

EXHIBIT B
APD STANDARD CONTRACT

The APD Standard Contract is incorporated into this ITN by reference and will be attached to the solicitation posting in the MyFloridaMarketPlace Vendor Information Portal (MFMP VIP). Respondents are responsible for reviewing the APD Standard Contract and shall identify any requested exceptions in accordance with the instructions contained in this ITN.

[Remainder of Page Left Blank Intentionally]

EXHIBIT C
AGENCY BUSINESS ASSOCIATE AGREEMENT (BAA)

The Agency Business Associate Agreement (BAA) is incorporated into this ITN by reference and will be attached to the solicitation posting in the MyFloridaMarketPlace Vendor Information Portal (MFMP VIP). Respondents are responsible for reviewing the BAA and shall identify any requested exceptions in accordance with the instructions contained in this ITN.

[Remainder of Page Left Blank Intentionally]

EXHIBIT D
MAP OF APD REGIONAL OFFICES FOR DENTAL COVERAGE

The Agency Regions of Dental Coverage exhibit is incorporated into this ITN by reference and will be attached to the solicitation posting in the MyFloridaMarketPlace Vendor Information Portal (MFMP VIP). This exhibit is provided for informational purposes to assist Respondents in understanding the geographic areas to be served under the resulting Contract.

[Remainder of Page Left Blank Intentionally]