

**ADMINISTRATIVE OFFICE OF THE
COURTS
13TH JUDICIAL CIRCUIT**

**INVITATION TO NEGOTIATE
(ITN)**

FOR:

Substance Abuse Treatment Service(s)

**ADULT POST-ADJUDICATORY DRUG COURT
EXPANSION PROGRAM**

ITN - 09 – 10/11 - 002

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A. **INTRODUCTION**

The Administrative Office of the Courts, Thirteenth Judicial Circuit Court, referred to throughout this document as (13th Judicial Circuit), is seeking proposals from licensed Department of Children and Families (DCF) substance abuse treatment providers to provide substance abuse treatment services to non-violent felony offenders participating in the 13th Judicial Circuit's - Adult Post-Adjudicatory Drug Court expansion program.

B. **BACKGROUND**

The 13th Circuit has been selected to participate in the Adult Post-Adjudicatory Drug Court Expansion Program (Expansion Program) through the Office of the State Court Administrator (OSCA), as grantee of the Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the American Recovery and Reinvestment Act of 2009 (Recovery Act). The Expansion Program targets 4,000 prison bound, non-violent felony offenders to expand post-adjudicatory drug courts in nine (9) selected counties over the next two years. The number of prison bound, non-violent felony offenders targeted for entry into the 13th Judicial Circuit's - Adult Post-Adjudicatory Drug Court expansion program (13th Judicial Circuit's expansion program) is 505 offenders each year for the next two (2) years. The funds available to expand the 13th Judicial Circuit's Adult Post-Adjudicatory Drug Court will be utilized to provide substance abuse treatment service(s) **solely** for those offenders entering the 13th Judicial Circuit's expansion program. The JAG funds available to provide the Service to the 13th Judicial Circuit's expansion program is \$1,763,835.00 per year. The time period for the Expansion Program is October 1, 2009 – September 30, 2011.

C. **DEFINITIONS**

For purposes of this ITN, the following terms have the following meanings:

Contractor – means a licensed DCF respondent submitting a written proposal to this ITN solicitation with the ability to coordinate, deliver, provide and manage the Service(s) solely or in conjunction with Contractor Personnel.

Contractor Personnel – means employees and licensed DCF - independent contractors, subcontractors, treatment service providers, vendors, agents, and assigns of the Contractor providing the Service(s).

Court - is a term interchangeable with and used to reference the 13th Judicial Circuit.

Drug Treatment Services – is a term interchangeable with and used to reference substance abuse treatment services.

Service(s) – means the ability to coordinate, deliver, provide and manage the substance abuse treatment services.

Substance Abuse Treatment Services – means and includes, but is not limited to: evidence based assessments/evaluations, residential treatment, outpatient (intensive and

non-intensive) treatment, random/frequent drug screening, aftercare and ancillary services.

Treatment Services – is a term interchangeable with and used to reference substance abuse treatment and drug treatment services.

D. PURPOSE

The purpose of the 13th Judicial Circuit's expansion program is to expand the adult post - adjudicatory drug courts for 3rd degree non-violent felony offenders who would otherwise be incarcerated into treatment services utilizing licensed DCF substance abuse treatment service providers. The goal of the expansion program is to expand adult post-adjudicatory drug courts to reduce future prison admissions.

The purpose of the Invitation to Negotiate (ITN) is to solicit proposals from licensed DCF substance abuse treatment providers to provide the Service to the 13th Judicial Circuit's expansion program for the next two (2) years.

It is the intent of the 13th Judicial Circuit to award the ITN to a single Contractor or multiple Contractors licensed by DCF to provide the Service(s) throughout Hillsborough County and potentially to surrounding counties to ensure that sufficient treatment is available on a continuous and ongoing basis for those offenders eligible for entry to the 13th Judicial Circuit's expansion program.

E. SCOPE OF WORK

Contractor(s) will coordinate, deliver, provide and manage the Service to those offenders deemed eligible by the Court for entry into the 13th Judicial Circuit's expansion program.

Contractor(s) will utilize JAG funds to provide the Service **solely** for those offenders deemed eligible for entry and participation in the 13th Judicial Circuit's expansion program.

Upon contractor's receipt of a referral for treatment services from the Court, Contractor will utilize and perform an evidence-based assessment/evaluation to assess the appropriate level of treatment or modality on each and every offender deemed eligible for entry to the 13th Judicial Circuit's expansion program.

Contractor(s) will utilize evidence based best practices in providing the Service to each and every offender deemed eligible for entry and participation in the 13th Judicial Circuit's expansion program.

Contractor(s) will collect and report specific client data for each and every eligible offender deemed eligible for entry and participation in the 13th Judicial Circuit's expansion program to ensure full compliance with all federal, state, and local requirements. All data collected will be reported to the 13th Judicial Circuit in a timely and accurate manner.

Contractor(s) will provide the adult post-adjudicatory drug court case management staff, evaluators and Court with accurate and timely reports for the purpose of monitoring an offender's progress, or lack of progress to ensure judicial supervision of program participants.

Contractor(s) will assist the 13th Judicial Circuit's expansion program in meeting its reporting obligations by providing upon request, treatment service program information and assistance necessary for grant compliance and auditing requirements.

Contractor(s) will not provide or invoice for detoxification and outpatient psychiatric treatment as part of the Service(s), and agree to refer offenders eligible for entry to the 13th Judicial Circuit's expansion program needing these services to community providers who are not funded with these JAG funds.

Contractor(s) will not provide or invoice for teleconferencing as a method of counseling as part of any treatment phase or plan, or as part of the Service(s).

Contractor(s) will not provide or invoice for acupuncture as part of any treatment phase or plan, or as part of the Service(s).

Contractor(s) will not collect or generate Program Generated Income (PGI), as a result of providing the Service(s) to any and all offenders deemed eligible for entry to the 13th Judicial Circuit's expansion program or during the entire course of the offenders treatment and continuum of care whether offender is deemed successful or unsuccessful by the Contractor(s) or Court. PGI is prohibited for the entire two (2) year term of grant funding for the 13th Judicial Circuit's expansion program; including, the time period associated with a no cost extension following expiration of year two (2) of the grant.

F. LICENSURE

Contractor(s) providing the Service to the 13th Judicial Circuit's expansion program must be licensed DCF treatment providers.

Contractor(s) will ensure that all Contractor Personnel utilized to provide the Service are licensed DCF treatment providers.

G. PROPOSAL PROCESS

1. Calendar of Events

Date	Action
<i>December 15, 2009</i>	Notice of ITN to Prospective Contractors and Advertisement on 13 Judicial Circuit's Web Site: www.fjud13.org

<p><i>January 5, 2009</i> <i>5:00 p.m.</i> <i>Eastern Standard Time</i></p>	<p>Deadline for Receipt of e-mail questions from potential contractors. Direct questions to Janice Albury, Administrative Office of the Courts, 13th Judicial Circuit, E-mail: alburyjr@fljud13.org Telephone: 813-272-6881</p>
<p><i>January 8, 2009</i></p>	<p>Written Responses to questions issued via e-mail.</p>
<p><i>January 15, 2010</i> <i>5:00 p.m.</i> <i>Eastern Standard Time</i></p>	<p>Deadline for Receipt of Proposals: Janice Albury Administrative Office of the Courts 13th Judicial Circuit 800 Twiggs Street, Room 605 Tampa, FL 33602 (see instructions in Section G)</p>
<p><i>To be determined</i></p>	<p>Complete Review of proposals</p>
<p><i>To be determined</i></p>	<p>Begin Negotiations</p>
<p><i>To be determined</i></p>	<p>Posting of Intent to Award Contract</p>

2. Contact Information Regarding Invitation to Negotiate

This ITN is issued by the Administrative Office of the Courts, 13th Judicial Circuit Court.

a. Offer (s) during this procurement should be sent to:

Janice Albury
Administrative Office of the Courts
13th Judicial Circuit
800 E. Twiggs Street, Room 605
Tampa, Florida 33602
alburyjr@fljud13.org

b. Contact for Questions Regarding Invitation to Negotiate

The contact individual for the submission of questions regarding this ITN or for clarification requests is:

Janice Albury
Administrative Office of the Courts
13th Judicial Circuit
alburyjr@fljud13.org
813-272-6881

3. Restrictions on Communications with Court Personnel

Contractor(s) shall not communicate with any judge or court staff concerning this ITN. Violation of this requirement may result in the rejection of the submitted proposal.

4. Cost of Proposal Preparation

All costs associated with the development and submission of a proposal, Contractor(s) question(s), and transmittal letter are fully the responsibility of the Contractor(s).

5. Sub-Contracting

Contractor(s) who elect to sub-contract any part of the Service(s) will be fully accountable for Contractor Personnel's responsibilities and deliverables tied to the Service(s). Contractor(s) will define the Contractor Personnel's scope of work as strictly defined in this ITN.

6. Independent Price Determination

A Contractor must not collude, consult, communicate, or agree with any other Contractor regarding this Invitation to Negotiate as to any matter relating to the Contractor's cost proposal unless, providing the Service as Contractor Personnel.

7. Organization and Submission of Proposal

Contractor's proposal must be submitted as described in Section H. Each proposal must include a signed copy of the ITN Bidder Acknowledgement Form referenced in Section M and included as Attachment 1. All proposals must be submitted both electronically and by hard copy to the addresses provided in Section G. Hard copies of the proposal must be submitted as one (1) bound original, clearly marked as the original, and three (3) bound copies under sealed cover.

The proposal must be received at the specified addresses provided in Section G in this Invitation to Negotiate no later than January 15, 2010, at 5:00 p.m., Eastern Standard Time (EST). Any proposal received after January 15, 2010, at 5:00 p.m. EST will be rejected and returned unopened to the Contractor.

The outside cover of the package containing the original and copies of the proposal will be marked as follows:

Name of Contractor
Administrative Office of the Courts
13th Judicial Circuit

Invitation to Bid
For:
Substance Abuse Treatment Service(s)
ADULT POST-ADJUDICATORY DRUG COURT
EXPANSION PROGRAM
ITN -09 - 10/11-02

Each proposal submitted in response to the Invitation to Negotiate will remain binding on the Contractor(s) for a period of 120 days after the postal due date.

8. Withdrawal of a Proposal

Contractor(s) may withdraw a proposal by written notice to the 13th Judicial Circuit on or before the exact time and date specified for the receipt of the proposals in the Invitation to Negotiate. Such notice is to be submitted to the 13th Judicial Circuit's contact person at the addresses specified in Section G in this Invitation to Negotiate.

9. Receipt of Proposal

Each proposal will be dated, time marked, and logged by the 13th Judicial Circuit, as received. Each proposal will also be examined to verify that it is properly addressed and sealed. Any proposal received after the deadline will be rejected and returned unopened to the Contractor.

10. Review of Responses

The 13th Judicial Circuit, at its discretion, reserves the right to accept or reject all submissions, in whole or in part, to waive any informalities or irregularities in submissions and to base all conclusions, decisions, and actions on what is deemed to be in the best interest of the 13th Judicial Circuit even though not the lowest bid. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified Service and other factors which the 13th Judicial Circuit may consider.

11. Lost Proposals

The 13th Judicial Circuit is not responsible for lost or late arriving proposals due to mishandled or undelivered postage packages by Contractor(s) selected courier or delivery method.

12. Negotiation Process

The 13th Judicial Circuit reserves the right to negotiate among select Contractor(s) to obtain their best and final offer. The 13th Judicial Circuit reserves the right to return a proposal submission to a Contractor(s) for further clarification and negotiation until completion.

13. Award

The 13th Judicial Circuit reserves the right to award the Service, in whole or in part, to a select Contractor or multiple Contractors. The 13th Judicial Circuit reserves the right to award the Service, as it relates to the Cost For Service to a single Contractor or multiple Contractors. The 13th Judicial Circuit reserves the right to not award the Service, as it relates to the Cost For Service, by Contractor or Contractors.

H. Proposal Preparation:

1. Introduction

The proposal submitted by Contractor(s) must be organized according to the following specifications:

- a. The proposal must be single-spaced and have separate parts, each clearly labeled corresponding to each section of the solicitation. The information to be contained in each part is described in Section H. 2. - Proposal Requirements.
- b. The absence of information or the organization of the information in a manner inconsistent with the requirements in the ITN may result in the rejection of the proposal.
- c. Requests for extension of the deadline for proposal submission will not be granted. It is the Contractor's sole responsibility to have the proposal delivered timely.
- d. Proposals – both the original and 3 copies – must be on standard 8 ½” x 11” paper, spiral bound and subdivided so each section corresponds to the information headings identified in Section H. 2. – Proposal Requirements.
- e. Proposals submitted electronically must be in Microsoft Word 2003 or greater. Following the electronic submission and receipt of the proposal submission, the Contractor will receive an electronic notice of acknowledgement of receipt of proposal.
- f. Proposals will be limited to 25 PAGES in length, unless prior approval has been obtained from the Administrative Office of the Court, 13th Judicial Circuit. Proposals will not be evaluated on length, but rather on quality, clarity and depth of the submission.

2. Proposal Requirements

SUBSTANCE ABUSE TREATMENT PROVIDER(S) QUALIFICATIONS

Contractor(s) proposal must be titled “Substance Abuse Treatment Service(s)” and organized as specified above. Each section shall correspond to the information headings identified in Section H.2. – Proposal Requirements and contain the information and documentation specified below:

- a. Contractor(s) proposal will contain a detailed description and definition of the Service(s) to be provided, including a description of treatment phases, aftercare and ancillary services.

- b. Contractor(s) proposal shall consist of verification of DCF licensure, accreditations, or certifications of Contractor(s) and Contractor Personnel.

REFERENCES

Provide in the submission, a list of references (no more than three) where similar Service(s) were provided by Contractor(s) within the past five (5) years.

EXECUTIVE SUMMARY

This section will summarize the Contractor(s) understanding of the Service and will contain pertinent information about the Contractor(s) including:

- a. Description of the Contractor(s) primary business, including any description of Service(s) provided to the courts.
- b. Two references where the Contractor has performed Service(s) relative to any court or court system, including a detailed description of the Service(s).

MANAGER/SUPERVISOR QUALIFICATIONS

This section shall identify the qualifications of the person or persons to whom the Contractor(s) will assign the responsibility for the coordination and management of the Service. The Contractor (s) will identify a manager or supervisor who will have overall responsibility for the coordination and management of the Service, and the day-to-day delivery and operation of the Service.

CONTRACTOR AND CONTRACTOR PERSONNEL

- a. A description of past working relationship or projects Contractor has performed with Contractor Personnel.
- b. A description of the Contractor or Contractor Personnel's primary business, including any description of service related to or provided to a court.
- c. Two references where the Contractor or Contractor Personnel has performed Service(s) relative to any court or court system, including a detailed description of the Service(s) or project(s).
- d. Identify the individual(s) to whom the Contractor will assign the responsibilities for the Service. The Contractor must provide the overall management and coordination of the Service performed by the Contractor Personnel and assumes full responsibilities for the overall day-to-day management and performance of the Service by the Contractor Personnel.

COST FOR SERVICE

Contractor(s) will delineate the Service(s) and its price structure in Narrative Form; specifically, detailing the Service(s) and per unit cost for the Service(s) for the following:

residential and outpatient (intensive and non-intensive) treatment, random/frequent drug screening, aftercare and ancillary services.

I. EVALUATION CRITERIA

The evaluation criteria of proposals will include, but is not limited to the following:

Element	Factor	Points
A	Contractor's (including Contractor's Personnel, if applicable) experience in the coordination, delivery and management of the Service.	
B	Qualifications of proposed Contractor's (including Contractor Personnel, if applicable) ability to provide the Service pursuant to the needs of the 13th Judicial Circuit's expansion program.	
C	Proposed costs for the coordination, delivery and management of the Service as delineated in the Cost for Service.	
D	Contractor's ability to coordinate, deliver, provide, manage and sustain the Service.	
E	Clarity, conciseness, comprehensiveness, and quality of the submitted proposal.	

J. POSTING:

The results of the negotiation process will be posted on January 22, 2010, or as soon thereafter on the 13th Judicial Circuit's website located at <http://www.FLJUD13.org>

K. EVALUATION COMMITTEE:

The Administrative Office of the Courts, 13th Judicial Circuit Trial Court Administrator, will appoint a committee consisting of judges and court administration staff to review and evaluate the submitted proposals.

L. TERMS AND CONDITIONS

1. The Contract is for the period of two (2) years; Year One (1) to take effect on October 1, 2009 thru September 30, 2010; Year two (2) to take effect on October 1, 2010 thru September 30, 2011, unless terminated earlier.
2. Contractor(s) will coordinate, deliver, provide and manage the Service to those offenders deemed eligible by the Court for entry into the 13th Judicial Circuit's expansion program.
3. Contractor(s) will utilize JAG funds to provide the Service **solely** for those offenders deemed eligible for entry and participation in the 13th Judicial Circuit's expansion program.
4. Upon Contractor(s) receipt of a referral for treatment services from the Court, Contractor(s) will utilize and perform an evidence-based assessment/evaluation to

- assess the appropriate level of treatment or modality on each and every offender deemed eligible for entry to the 13th Judicial Circuit's expansion program.
5. Contractor(s) will utilize evidence based best practices in providing the Service to each and every offender deemed eligible for entry and participation in the 13th Judicial Circuit's expansion program.
 6. Contractor will collect and report specific client data for each and every offender eligible for entry and participating in the 13th Judicial Circuit's expansion to ensure full compliance with all federal, state, and local requirements. All data collected will be reported to the 13th Judicial Circuit in a timely and accurate manner.
 7. Contractor(s) will provide the adult post-adjudicatory drug court case management staff, evaluators and Court with accurate and timely reports for the purposes of monitoring an offender's progress, or lack of progress to ensure judicial supervision of program participants.
 8. Contractor(s) will assist the 13th Judicial Circuit's expansion program in meeting its reporting obligations by providing upon request, treatment service program information and assistance necessary for grant compliance and auditing requirements.
 9. Contractor(s) will not provide or invoice for detoxification and outpatient psychiatric treatment as part of the Service(s), and agree to refer offenders eligible for entry to the 13th Judicial Circuit's expansion program in need of these services to community providers who are not funded with these JAG funds.
 10. Contractor(s) will not provide or invoice for teleconferencing as a method of counseling as a required part of any treatment phase or plan, or as part of the Service(s).
 11. Contractor(s) will not provide or invoice for acupuncture as a required part of any treatment phase or plan, or as part of the Service(s).
 12. Contractor(s) will not collect or generate Program Generated Income (PGI), as a result of providing any of the Service(s) to any and all offenders deemed eligible for entry to the 13th Judicial Circuit's expansion program or during the entire course of the offenders treatment and continuum of care whether offender is deemed successful or unsuccessful by the Contractor(s) or Court. PGI is prohibited for the entire two (2) year term of grant funding for the 13th Judicial Circuit's expansion program; including, the time period associated with a no cost extension following expiration of year two (2) of the grant.
 13. Contractor(s) will take appropriate measures to protect the privacy of all offender treatment records and confidential information obtained or created by Contractor(s) while providing and performing the Service.

14. Contractor(s) agree that all treatment records and information will be subject to the confidentiality provisions of 42 U.S.C. Section 290dd-2 (HIPPA) and Chapter 397, Florida Statutes (Marchman Alcohol and Other Drug Services Act).
15. Contractor(s) will retain and maintain in accordance with the Florida Rules of Judicial Administration, any and all documents, data, reports, records, or other materials related to the 13th Judicial Circuit's expansion program for five (5) years after final payment has been made and all pending matters have been closed. If an audit, litigation, or other action involving the records is started before the end of the five (5) year retention period, then Contractor(s) agree to retain any and all records until all issues arising out of the action are resolved or until the end of the five (5) year retention period, whichever is later. Following such retention period, the Contractor(s) (may in its sole discretion continue to retain or dispose of the records, provided that the Contractor disposes of the records in a confidential manner.
16. At any time during the term of the Contract for the two (2) year period referenced above, the 13th Judicial Circuit may direct the Contractor and Contractor Personnel to change the Service method delivery.
17. The Contractor and Contractor Personnel must provide the service in accordance with this Contract. The Contractor and Contractor Personnel will be in non-compliance with this Contract by failing to:
 - accept 100% of the treatment referrals for Service from the Court;
 - failing to appear after being given notice at a scheduled proceeding or emergency proceeding; or
 - failing to fully comply with any and all terms and conditions set forth in this Contract.
18. Penalties for non-compliance with this Contract include, but are not limited to:
 - imposition of Court sanctions; and
 - termination of the Contract.

M. APPENDICES

The Florida State Courts System – Instructions to Respondents, identified as Appendix A and The Florida State Courts System – General Conditions for Services, identified as Appendix B are incorporated into this ITN. Contractors must comply with Appendices A and B of this ITN.

APPENDIX A
Florida State Courts System
Instructions to Respondents

Contents

1. Definitions.
2. General Instructions.
3. Terms and Conditions.
4. Questions.
5. Conflict of Interest.
6. Convicted Vendors.
7. Discriminatory Vendors.
8. Respondent's Representation and Authorization.
9. Performance Qualifications.
10. Public Opening.
11. Electronic Posting of Notice of Intended Award.
12. Firm Response.
13. Clarifications/Revisions.
14. Minor Irregularities/Right to Reject.
15. Contract Formation.
16. Contract Overlap.
17. Public Records.
18. Protests.

1. Definitions. The State Court System Purchasing Directives govern Procurement within the Judicial Branch. Along with the definitions in Section C of the ITN, we adopt the definitions found in s. 60A-1.001, F.A.C. and both shall apply to this agreement and ITN. The following additional terms are also defined:

- (a) **“Court”** is a term interchangeable with and used to reference the 13th Judicial Circuit.
- (b) **“Procurement Officer”** means the 13th Judicial Circuit as identified in Section G. of this ITN.
- (c) **“Respondent”** means the entity that submits materials to the Court in accordance with Section H. of this ITN.
- (d) **“Response”** means the material submitted by the respondent in answering this solicitation.
- (e) **“Calendar of Events”** lists the critical dates and actions required which are included in Section G.1. of this ITN.

2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained in this ITN and prepare responses accordingly.
3. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Scope of Work – Substance Abuse Treatment Service(s)
- Licensure of Respondent
- Terms and Conditions
- Cost For Service
- Proposal Process
- Proposal Preparation

The Court objects to and will not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

4. **Questions.** Respondents will address all questions regarding this solicitation to Janice Albury, Administrative Office of the Courts (see Section G.). Questions will be answered in accordance with the Calendar of Events. All questions submitted will be published and answered in a manner that all respondents will be able to view. Respondents must not contact any other employee of the Court or the State for information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Court's contracting personnel.
5. **Conflict of Interest.** This solicitation is subject to Chapter 112 of the Florida Statutes. Respondents must disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents must also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
6. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
 - submitting a bid of contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or

repair of a public building or public work;

- submitting bids on leases or real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant, under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in Section 287.017 of the Florida Statutes.

7. Discriminatory Vendors. Any entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or
- transact business with any entity.

8. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent must submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- To the best of the knowledge of the person signing the response, the respondent has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without

consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, nor will they be disclosed before the solicitation opening.

- The respondent has fully informed the Court in writing of all convictions of the firm, its affiliates (as defined in Section 287.133 (1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the 13th Judicial Circuit.

The respondent has made a diligent inquiry of its employees, independent contractors, subcontractors, agents and assigns responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response; unless, providing the Service as Contractor Personnel.

The respondent shall indemnify, defend, and hold harmless the Court and its employees against any cost, damage, or expense which may be incurred or caused by any error in the respondent's preparation of its bid.

- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Court in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Court of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

- 9. Performance Qualifications.** The Court reserves the right to investigate or inspect at any time whether the qualifications and Service of the Contractor and Service offered by the Contractor Personnel meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. Respondent must be prepared, if requested by the Court, to present evidence of experience, ability to perform the Service, as well as financial standing. If the Court determines that the conditions of the solicitation documents are not complied with, or that the Service proposed to be furnished does not meet the specified requirements, or that the qualifications, ability to perform the Service, and financial standing, are not satisfactory or that performance is untimely, the Court may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Court to make an investigation either before or after award of the Contract, but should Court elect to do so, respondent is not relieved from fulfilling all Contract requirements.
- 10. Public Opening.** Responses shall be opened on the date and at the location indicated on the Calendar of Events. Respondents may, but are not required to, attend other than in response to a specific Public Records Request. The Court may choose not to announce prices or release other materials pursuant to s. 119.071(b), Florida Statutes. Any person requiring a special accommodation because of disability should contact the Procurement Officer at least (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Court by using the Florida Relay Service at (800) 955-8771 (TDD).
- 11. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Calendar of Events the Court will electronically post a notice of intended award at <http://www.fljud13.org>. If the notice of award is delayed, in lieu of posting the notice of intended award the Court will post a notice of the delay and revised date for posting the notice of intended award. Any person who is adversely affected by the decision must file with the Court a notice of protest within 72 hours after the electronic posting. The Court shall not provide tabulations or notices of award by telephone.
- 12. Firm Response.** The Court may make an award within one hundred twenty (120) days after the date of the opening during which period responses will remain firm and must not be withdrawn. If award is not made within one hundred twenty (120) days, the response shall remain firm until either the court awards the Contract or the Court receives from the respondent written notice that the response is withdrawn. Any

response that expresses a shorter duration may, in the Court's sole discretion, be accepted or rejected.

- 13. Clarifications/Revisions.** Before award, the Court reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
- 14. Minor Irregularities/Right to Reject.** The Court reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technically, or omission if the Court determines that doing so will serve the State's best interests. The Court may reject any response not submitted in the manner specified by the solicitation documents.
- 15. Contract Formation.** The court will issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Court until the Court signs the Contract. The Court will not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.
- 16. Contract Overlap.** Respondents must identify any services or products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Court to eliminate duplication between agreements in the manner the Court deems to be in its best interest.
- 17. Public Records.** Florida law generously defines what constitutes a public record; see, for example, Section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark the information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from public records law; including, the specific statutory citation for such exemption.
- 18. Protest.** Any protest concerning this solicitation must be made in accordance with Section 6.10 of the State Court System Purchasing Directives. Failure to file a protest within the time permitted by section 6.9, State Courts System Purchasing Directives, shall constitute a waiver of the right to protest.

APPENDIX B
Florida State Courts System
General Contract Conditions for Services

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1. **Definitions.** The State Court System Purchasing Directives govern procurement within the Judicial Branch. The following additional terms are also defined:
 - (a) **“Contract”** means the enforceable agreement that results from a successful solicitation or other procurement. The parties to the Contract will be the Court and Contractor.
 - (b) **“Court”** means a State Court that will procure services directly from the Contractor.
2. **Invoicing and Payment.** Invoice submission for processing payment(s) for substance abuse treatment services will be rendered on an invoice provided by the Court and must contain all the specific information requested therein. The Court may require any other information from the Contractor(s) that the Court deems necessary to verify delivery of the Service under the Contract.

Invoices that must be returned to Contractor(s) due to preparation errors may result in a delay in payment.

Pursuant to Chapter 218, Florida Statutes, Hillsborough County will process substance abuse treatment service(s) invoices for payment on behalf of the 13th Judicial Circuit. The Court's failure to pay, or any delay in payment, will not constitute a breach of the Contract and will not relieve the Contractor(s) of its obligations to the Court for the Service.

3. Lobbying and Integrity. The Contractor will not, in the performance of duties required under this Contract use funds provided by this Contract to lobby the legislature or any state agency. The Contractor must not, in connection with this or any other agreement with the Court, directly or indirectly, (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Court officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Court officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits, of money, services, employment, or contracts of any kind. Upon request of the Court's Inspector General, or other authorized Court official, the Contractor must provide any type of information deemed relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, document, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for five (5) years after the expiration. The Contractor agrees to reimburse the Court for the reasonable cost of investigation incurred by the Inspector General or other authorized court official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Court which results in the suspension or debarment of the Contractor. Such costs will include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor will not be responsible for any cost of investigations that do not result in the Contractor's suspension or debarment.

4. Indemnification. The Contractor will be fully liable for all actions of its employees, independent contractors, subcontractors, agents and assigns and will fully indemnify, defend, and hold harmless the Court and the Office of the State Courts Administrator (OSCA), its employees and agents, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its employees, independent contractors, subcontractors, agents and assigns; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Court. Further, the Contractor must fully indemnify, defend, and hold harmless the Court and OSCA from any suits, actions, damages, and cost of every name and description, including attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided that the Court will give the Contractor (1) written notice of any such action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor will not be liable for any cost, expense, or compromise incurred or made by the Court in an infringement action without the Contractor's prior written consent, which will not be unreasonably withheld. If any Service or product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense become non-fringing. If the Contractor is not

reasonably able to modify or otherwise secure the Court the right to continue using the product or Service, the Contractor will remove the product or Service and refund the Court the amounts paid in excess of a reasonable value for past use. The Court will not be liable for any royalties. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party will be liable to another for special, indirect, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings. The Court may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The Court may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. The first ten dollars paid on the awarded Contract for Substance Abuse Treatment Services will constitute the specific consideration for the Contractor's indemnification of the Court and OSCA.

5. **Limitation of Liability.** For all claims against the Contractor regardless of the basis on which the claim is made, the Contractor's liability for direct damages will be limited to the greater of \$100,000, the dollar amount of the Contract, or two times the charges rendered by the Contractor. This limitation will not apply to claims arising under the Indemnification Section of this agreement.

Unless otherwise specifically enumerated in the Contract, no party will be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or institutional operating savings. The Court may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from the amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, cost and the like asserted by or against it. The Court may set off any liability or other obligation of the Contractor or its Contractor Personnel to the Court against any payments due the Contractor under any contract with the State.

6. **Suspension of Work.** The Court in its sole discretion may suspend any or all activities under the Contract, at any time, when in the best interests of the State Court System and the Court is best served by doing so. The Court will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor will comply with the notice. Within ninety (90) days, or any longer period agreed to by the Contractor, the Court will either (1) issue a notice authorizing resumption of work at which time activity shall resume, or (2) terminate the Contract. Suspension of work will not entitle the Contractor to any additional compensation except for work performed.
7. **Termination for Convenience.** The Court, by written notice to the Contractor, may terminate the Contract in whole or in part when the Court determines in its sole discretion that it is in the Court's interest to do so. The Contractor will not furnish any continued portion of the Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits.
8. **Termination for Cause.** The Court may terminate the Contract upon 30 days written notice if the Contractor fails to abide by any of the terms or conditions of the Contract or if the Contractor fails to maintain adequate progress, thus endangering performance of the Contract. The

Contractor will have 7 days after being notified of the Court's intent to terminate, to cure the breach identified by the Court. Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted deliverables were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. The rights and remedies of the Court in this clause are in addition to any other rights and remedies provided by the law or under the Contract.

9. **Public Records Requirement.** The Court has the right to terminate the Contract, if Contractor refuses to allow public access to all documents, papers, letters or other materials made or received by the Contractor in conjunction with the Contract, unless the records are exempt under Florida Rule of Judicial Administration 2.420.
10. **Americans with Disabilities Act.** Contractor should identify and deploy any Service or product(s) that may be used or adapted for use by visually, hearing, or physically impaired individuals.
11. **Section 508 Requirements.** The Contractor must provide electronic and information technology resources in compliance with Section 508 of the Rehabilitation Act of 1973, and part three of Chapter 282, Florida Statutes. These statutes establish a minimum level of accessibility to those who have disabilities.
12. **Scope Changes.** The Court may unilaterally require, by written notice, changes that alter, add to, or deduct from the Service as specified under the Contract provided that such changes are within the general scope of the Contract. The Court may make an equitable adjustment in the Contract price or delivery method of the Service if the change affects the cost or time of performance. Such equitable adjustments in the performance of the Service shall not be unreasonably withheld.
13. **Renewal.** Following the expiration of the Contract between the Court and Contractor, the Court will have the sole discretion to renew the Contract, in whole or part, for a period that may not exceed one (1) year. Any renewal will specify the renewal price, as set forth in the solicitation response and Contract. The renewal must be in writing and signed by the Court and Contractor and is contingent upon satisfactory performance of the Service and subject to availability of funds.
14. **Advertising** . The Contractor will not publicly disseminate any information concerning the Contract without prior written approval from the Court, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Court or otherwise linking the Contractor's name and either a description of the contract or the Court in any material published, either in print or electronically, to any entity that is not a party to the Contract.
15. **Assignment of Contractor or Contractor Personnel.** The Contractor must not sell, assign or transfer any of its rights, duties or obligations without prior written consent of the Court. In the event of any sale, assignment, or transfer of Contractor or Contractor Personnel's rights, duties or obligations under the Contract, the Contractor remains secondarily liable for performance of the Contract, unless the Court expressly waives such secondary liability. The Court may assign the Contract with prior written notice to Contractor of its intent to do so.

- 16. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to the Service purchased in connection with this Contract.
- 17. Dispute Resolution.** Any dispute concerning performance and delivery of the Service pursuant to the Contract shall be decided by the Court or designee of the Court, who shall reduce the decision to writing and provide a copy to the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in the county the contract was executed; in any such action, Florida law shall apply and the parties waive any right to jury trial.
- 18. Employees, Independent Contractors, Subcontractors, Agents and Assigns.** All Contractor employees, independent contractors, subcontractors, agents or assigns performing work under the Contract must meet the licensure requirements as specified in this ITN. Upon request, Contractor will furnish a copy of its license and proof of qualifications to provide the Service. All employees, independent contractors, subcontractors, agents or assigns performing work under the Contract must comply with all security and facility access, and administrative requirements of the Court. The Court will conduct, and the Contractor must cooperate in, a security background check on any and all employees, independent contractors, subcontractor, agents or assigns furnished by the Contractor to perform the Service. The Court may refuse access to, or require replacement of, any Contractor Personnel performing the Service under this Contract. Such action taken or requested by the Court shall not relieve the Contractor of its obligation and duties to perform the Service in compliance with the Contract. The Court may reject and bar from any court facility any of the Contractor's employees, independent contractors, subcontractors, agents or assigns.
- 19. Security and Confidentiality.** The Contractor and Contractor Personnel must fully comply with and abide by all statutory authority governing specified proceedings as it relates to privacy and confidentiality requirements and procedures of the Court in performance of the Contract. The Contractor must not divulge to third parties any confidential or private information obtained by the Contractor or Contractor Personnel in the course of performing the Service. The Contractor must take appropriate steps with its Contractor Personnel to insure confidentiality. The Contractor warrants that all privacy and confidentiality requirements stated above in this paragraph will survive this Contract.
- 20. Contractor and Contractor Personnel.** The Contractor and Contractor Personnel are not employees or agents of the Court. The Contractor, together with its employees, independent contractors, subcontractors, agents and assigns, shall remain independent Contractor under the Contract, and in no manner will they be deemed employees of the Court or State or deemed to be entitled to any benefits. During the term of the Contract, Contractor must maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Contractor remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.
- 21. Insurance Requirements.** During the term of the Contract, the Contractor at its sole expense will provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor must provide a certificate of insurance. The limits of coverage under each policy maintained by the Contractor will not be

interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies will be through insurers authorized or eligible to write policies in Florida.

22. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to bind Contractor to this Contract.
23. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, 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 Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state government or the federal government. The Contractor will immediately notify the Court in writing if its ability to perform is compromised in any manner during the term of this Contract.
24. **Notices.** All notices required under the Contract will be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to: the Administrative Office of the Courts, 13th Judicial Circuit, Trial Court Administrator, Michael L. Bridenback. Notices to Contractor will be delivered to the signatories of the Contract. Either designated recipient of notice may notify the other, in writing, if someone else is designated to receive notice during the term of the Contract.
25. **Modifications of Terms.** The Contract contains all the terms and conditions agreed upon by the Contractor and the Court. The Contract may only be modified or amended upon mutual written agreement of the Court and the Contractor. No alteration or modification of the Contract terms, including substitution of the Service will be valid or binding against the Court.
26. **Waiver.** The delay or failure by the Court to exercise or enforce any of its rights under this Contract will not constitute or be deemed a waiver of the Court's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
27. **Availability of Funds.** The Court's performance and obligation to pay under this contract are contingent upon the availability of funds appropriated to the Court by its funding source.
28. **Severability.** If a Court deems any provision of the Contract void or unenforceable, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions will remain in full force and effect.
29. **Right to Audit.** Records of expenses pertaining to all Services will be kept in accordance with generally accepted accounting principles and procedures. The Contractor must keep all records relating to the Contract in such a way as to permit their inspection pursuant to Florida Rule of Judicial Administration 2.420. The Court and the State of Florida reserve the right to audit such records.
30. **Rule of Interpretation.** All specific conditions will prevail over general conditions on the same subject.
31. **Compliance with Federal and State Anti-Discrimination Legislation.** In providing, or contracting to provide, services, programs or activities, maintaining facilities, and/or otherwise performing obligations under this Contract, the Contractor will comply with the Americans with

Disabilities Act, Section 508 of the Rehabilitation Act of 1973, the Civil Rights Act of 1964, as amended, The Florida Civil rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability.

- 32. Compliance with Laws:** The Contractor will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the State Courts System purchasing directives shall govern the Contract. By way of further non-exhaustive example, the Contractor must comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap or marital status. Violation of such laws shall be grounds for Contract termination.

ATTACHMENT 1

OFFICE OF THE STATE COURTS ADMINISTRATOR

On behalf of:

13th JUDICIAL CIRCUIT COURT

VENDOR ACKNOWLEDGEMENT

ALL VENDORS SHALL COMPLETE AND RETURN WITH REPLY

Negotiation Number: ITN – 09 – 10/11 – 002

Title: Substance Abuse Treatment Service(s)

BY AUTHORIZED SIGNATURE, IT IS HEREBY ACKNOWLEDGED AND UNDERSTOOD THAT THE GENERAL CONDITIONS AS SET FORTH IN APPENDIX B OF THIS SOLICITATION DOCUMENT ARE AND SHALL REMAIN NON-NEGOTIABLE:

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Fax Number: _____

E-mail Address: _____