

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES**



INVITATION TO NEGOTIATE

Public Assistance Benefit Overpayment Recovery

ITN#: 07F13GC1
Release Date: July 11, 2013

Commodity Code #: 991-010-00-0

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SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement

The Florida Department of Children and Families (Department), Office of Public Benefits Integrity (OPBI), Benefit Recovery unit (BR) is issuing this solicitation to interested parties for the purpose of obtaining Debt Collection Services and Accounting Services (DC&A Providers). Any person interested in submitting a reply must comply with any and all of the terms and conditions described in this Invitation to Negotiate (ITN).

1.2 Statement of Purpose

The Department seeks a DC&A Provider that shall provide innovative project ideas, personnel, processes, approaches and tools to meet the requirements of the DC&A services for OPBI. The Provider shall provide recovery of public assistance overpayments and maintenance of all records, data and information related to the performances of services required by this ITN. In addition, the Provider shall provide innovative approaches and / or tools for data analytics to maximize recovery for the Department. These activities are associated with cash management, collections, and accounts receivable actions in the Department OPBI.

The purpose of this ITN is to obtain a DC&A Services Provider for Public Assistance Benefit Overpayment Recovery for OPBI to provide the following:

1. Analysis of data to prioritize collections with highest impact from individuals or households determined to be indebted to the State of Florida as a result of the receipt of public assistance benefits to which they were not entitled.
2. Establishment of repayment agreements and collection of payment from individuals or households residing in or out of the State determined to be indebted to the State of Florida as a result of the receipt of public assistance benefits to which they were not entitled.
3. Maintenance of all records, data and information related to the performance of the services

1.3 Term of the Agreement

The anticipated start date of the resulting contract is **November 1, 2013**. The anticipated duration of the contract is three (3) years after the start date. The task order start date is contingent upon the Department receiving the appropriate federal approvals. The contract may be renewed, in whole or in part, for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract and any written amendments signed by the parties.

1.4 Contact Person and Procurement Manager

This ITN is issued by the State of Florida, Department of Children and Families. The sole contact point for all communication regarding this ITN is:

Florida Department of Children and Families
Tammy K. Lary, Procurement Manager

Mailing Address:

Florida Department of Children and Families
1317 Winewood Boulevard
Building 2, Suite 202
Tallahassee, Fl. 32399-0700

All contact with the Procurement Manager shall be in writing via electronic mail, U.S. Mail, or other common courier.

1.5 Definitions

The program or service specific terms and definitions that apply to the ITN are as follows:

ID	Term	Definition
1.	ACCESS	Automated Community Connection to Economic Self-Sufficiency
2.	Active Clients	Clients who are receiving benefits in cash assistance, Refugee Assistance, Food Stamps, Medicaid, RAP Medicaid or Supplemental Security Income Related Medicaid. Clients may be active in more than one program simultaneously
3.	Benefit Recovery	General term used to refer to all areas of public assistance overpayment recovery, inclusive of claims establishment, accounts receivables, benefit reduction, fraud disqualification, and collection functions
4.	Case Record	The Benefit Recovery file (paper and electronic), which contains all the information to support the referral, establishment of the claim, collection and accounting activities.
5.	Cash Assistance	Financial assistance to children who are deprived of the support or care of one or both parents, who are needy as defined by the Department of Children and Families, and who meet other eligibility criteria, under the Temporary Assistance for Needy Families (TANF) that is also known as Temporary Cash Assistance or the Aid to Families with Dependent Children (AFDC) program that was replaced by TANF in July 2008.
6.	Collections	Activity related to recovery of overpaid public assistance benefits from currently inactive (former) recipients
7.	Credit Balance	This occurs when the repaid amount of a claim exceeds the overpayment balance.

8.	Debtor	An individual or household (Active or Inactive Client) determined to be indebted to the State of Florida as a result of overpaid public assistance benefits
9.	Deposit Reconciliation	The "Summary of All Districts Reconciliation Sheet" including the attached documentation specified by the department, which the Provider sends to the Department within five (5) business days from the date of each deposit into the State's bank account
10.	Errors	<ol style="list-style-type: none"> 1. Intentional Program Violation (IPV) - Overpayment caused by an intentional statement or action on the part of the assistance group or individual to receive benefits to which they are not entitled 2. Inadvertent Household Error (IHE) - Overpayment caused by a misunderstanding or an unintended error on the part of the assistance group or individual. 3. Agency Error (AE) - Overpayment caused when an incorrect benefit is received by or paid on behalf of an assistance group or individual due to an error attributed to the department.
11.	FLORIDA (Florida On-Line Recipient Integrated Data Access)	The State of Florida's automated public assistance applications processing, eligibility determination, data maintenance and tracking system
12.	FNS	Food and Nutrition Service of the United States Department of Agriculture
13.	Hear (Fair Hearing)	A request for a hearing is submitted by the assistance group or individual or their designee, to appeal or present their case to a higher authority because they disagree with the claim establishment or the balance on their benefit recovery account
14.	IBRS (Integrated Benefit Recovery System)	The web-enabled system of record for Benefit Recovery activities. IBRS maintains all the benefit recovery individual, budget, claim, payment, collection, and accounting data
15.	Inactive Client	A person not currently active in a cash assistance, Refugee Assistance Program, Food Stamp, Medicaid, RAP Medicaid or Supplemental Security Income Related Medicaid household
16.	PAF (Public Assistance Fraud)	This is a unit of the Florida Department of Law Enforcement. The Department has a contract with PAF to investigate possible overpayment fraud cases.
17.	Pretrial Intervention Programs	Programs to which individuals make repayment agreements with the legal authorities or the department to pay on their debt in order to avoid or reduce prosecution action
18.	Public Assistance Benefits	Cash or services received by eligible individuals or households

		from the Food Stamp, AFDC/TANF, Refugee Assistance, RAP Medicaid or Medicaid related programs
19.	Repayment Agreement	An agreement between the department and individuals responsible for the overpayment of public assistance benefits that includes a repayment schedule and the amount to be paid with each payment
20.	Recoupment	The deduction of repayment amounts owed to the department from benefits prior to disbursing them to the individual or household receiving assistance
21.	SNAP (Supplemental Nutrition Assistance Program)	Formally the Food Stamp Program
22.	Total Collections	Net collections after reduction for refunds, returned checks or any other adjustments to the gross collections
23.	Treasury Offset Program (TOP)	The Federal program that offsets certain Federal payments, such as income tax returns and Social Security, to pay a Food Stamp overpayment claim
24.	Treasury Offset Program (TOP) Debts	Those Food Stamp debts that are either in the TOP sixty-day letter period or have a TOP debt number assigned to the claim.
25.	Treasury Offset Program (TOP) Sixty-day letters	Letters sent to debtors indicating a food stamp claim(s) has become TOP eligible and what options the debtor has

1.6 Supporting Documentation

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

Subject	Description	Link
IBRS Guides	IBRS is the system of record for Benefit Recovery activities. It is a web-enabled system used to maintain all Benefit Recovery individual, budget, claims and payment data. The users guides document the functions of each module.	http://www.dcf.state.fl.us/admin/contracts/OverpaymentRecovery/
Benefit Recovery Accounting Management Guide	Describes the DCF Benefit Recovery Accounting Policies and Procedures.	http://www.dcf.state.fl.us/admin/contracts/OverpaymentRecovery/

Subject	Description	Link
Stephen Group Report	The Florida Department of Children and Families (the Department) engaged The Stephen Group (TSG) to review the organization, activities, policies and procedures of the Office of Public Integrity, Benefit Recovery (BR) Unit. The attached report contains the findings and analysis of this review and recommendations for change to enhance BR's value to program integrity.	http://www.dcf.state.fl.us/admin/contracts/OverpaymentRecovery/

1.7 Small, Minority, and Florida Certified Veterans Business Participation

Small Businesses, Certified Minority and Florida Certified Veteran Business Enterprises are encouraged to participate in this solicitation. All Providers shall be accorded fair and equal treatment.

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SECTION 2. ITN PROCESS

2.1 General Overview of the Process

The ITN process is divided into two (2) phases, the Evaluation Phase and the Negotiation Phase. The Evaluation Phase involves the Department's initial evaluation of replies. During the Evaluation Phase, all responsive replies will be evaluated against the evaluation criteria set forth in this ITN. The Department will then select one (1) or more Providers (shortlist) within the competitive range with which to commence negotiations. A Provider will be deemed responsive unless determined to be nonresponsive as defined in this solicitation document.

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

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the ITN

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the Department of Management Services (DMS) Vendor Bid System (VBS) website located at: http://myflorida.com/apps/vbs/vbs_www.main_menu.

To find postings at such location:

1. Click on Search Advertisements
2. Under "Agency" select Department of Children and Families
3. Scroll down to the bottom of the screen and click on "Initiate Search"

It is the responsibility of prospective Providers to check the VBS for addenda, notices of decisions and other information or clarifications to this ITN.

2.2.2 Public Records

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to the Florida public records laws located in chapter 119, F.S. **Section 4.3** addresses the submission of trade secret and other information exempted from public inspection.

2.3 Protests and Disputes

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

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.

2.4 Limitations on Contacting Department Personnel and Others

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 response. As part of a response to a Department request for additional or

clarifying information, Provider representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager for such purposes.

2.5 Schedule of Events and Deadlines

Activity	Date	Time (EST)	Address	Section Reference
ITN advertised and released on Florida VBS:	7/11/13	5 pm	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.2.1
Submission of written inquiries must be received by:	7/26/13	3 pm	Department of Children and Families TBD	2.6
Anticipated date for posting Department's Response to Inquiries:	8/5/13	3 pm	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.6
Sealed Replies must be received by the Department:	8/21/13	2:30 pm	Department of Children and Families TBD	2.7, 4.1
*Reply Opening and Review of Mandatory Requirements:	8/21/13	3 pm	Department of Children and Families TBD	4.2.2, 5.2
*Debriefing Meeting of the Evaluators and ranking of the replies:	9/3/13	10 am – 12 pm	Department of Children and Families TBD	5.3
Anticipated posting of qualified Providers (shortlist) for Negotiation:	9/6/13	3 pm	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.3.6
Anticipated negotiation period:	9/9/13 – 9/27/13	n/a	Department of Children and Families TBD	5.4
*Meeting of Negotiation Team to Develop Recommendation for Award:	9/30/13	10 am – 12 pm	Department of Children and Families TBD	5.5

Activity	Date	Time (EST)	Address	Section Reference
Anticipated posting of Intended Contract Award:	10/3/13	3 pm	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.5.4
Anticipated Effective Date of Contract:	11/1/13		N/A	1.3
All Providers are hereby notified that the meetings noted with an asterisk above () are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from Providers or other members of the public (except for the Solicitation Conference, in which comments and questions will be taken from Providers).				

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

2.6 Written Inquiries

Other than during the Solicitation Conference prospective Provider questions will only be accepted if submitted as written inquires to the Procurement Manager specified in **Section 1.4**, via electronic mail, U.S. Mail, or other delivery service, and received on or before the date and time specified in **Section 2.5**. Providers should use the template provided in **APPENDIX V** of this ITN to submit written inquiries. Written inquires will not be accepted by facsimile.

The responses to all inquiries will be made available by the date and time specified in **Section 2.5** through electronic posting on the VBS website at:

http://myflorida.com/apps/vbs/vbs_www.main_menu.

2.7 Receipt of Replies

2.7.1 Reply Deadline

Replies must be received by the Department no later than the date/time and at the address provided in **Section 2.5**. At the sole discretion of the Department, any replies that are not received at the specified address, by the specified date and time, may be not be evaluated. All methods of delivery or transmittal to the Department's contact person remain the responsibility of the prospective Provider and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective Provider.

2.7.2 Binding Replies

By submitting a reply, each Provider agrees that its reply shall remain a valid offer for at least 180 calendar days after the reply opening date and that, in the event the contract award is delayed by appeal or protest, such 180 calendar day period is extended until entry of a final order in response to such appeal or protest.

2.7.3 Changes to Replies After Submission Prohibited

Once the reply opening deadline has passed, no changes, modifications, or additions to the reply submitted will be accepted by or be binding upon the Department until the Department initiates negotiations or requests supplemental replies. The Department reserves the right to correct minor irregularities as outlined in **Appendix VIII Section 16**, but is under no obligation to do so.

2.7.4 Right to Rely on Department Information

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

2.7.5 Cost of Preparation of Reply

By submitting a reply, a Provider agrees that the Department is not liable for any costs incurred by the Provider in responding to this ITN.

2.8 Form PUR 1001 (APPENDIX VIII)

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

http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_pdf.

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SECTION 3. SPECIFICATIONS

3.1 Mandatory Requirements

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

3.2 Minimum Programmatic Specifications

The selected Provider shall perform the tasks outlined in **APPENDIX IV - CONTRACT ATTACHMENT I** in accordance with all terms thereof, which is being posted on the VBS along with this ITN, and incorporated by reference.

3.3 Minimum Financial Specifications

The selected Provider shall be compensated in the manner set forth in **APPENDIX IV - CONTRACT ATTACHMENT I** in accordance with all terms therein.

3.3.1 Funding for Services Only

There will be no funds awarded or associated with the resulting contract for start-up or readiness activities. Such costs will be borne exclusively by the successful Provider.

3.4 Provider Registration in MyFloridaMarketPlace

In order to be paid, each Provider doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under Rule 60A-1030(3), F.A.C. Providers who are not subject to registration requirements should include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the reply, however, proof of registration or exemption must be provided prior to execution of the contract, if any.

3.5 Composition of the Contract

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

3.5.1 Standard Contract

The Department's Standard Contract (**APPENDIX IV**) contains general contract terms and conditions required by the Department for all Providers. The Department's Standard Contract is available as a separate document on the VBS along with the advertisement for this ITN.

3.5.2 Attachment I

APPENDIX IV - CONTRACT ATTACHMENT I, contains additional contract terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation. The **APPENDIX IV - CONTRACT ATTACHMENT I**, as finally negotiated, will be part of the contract resulting from the ITN.

3.5.3 Form PUR 1000 (APPENDIX IX)

Form PUR 1000 is incorporated by reference into the Department's Standard Contract. Form PUR 1000 (**APPENDIX IX**) and is also available at:

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

3.5.4 Other Attachments or Exhibits

All other attachments and exhibits to the contract referenced in this ITN shall also be part of the resulting contract, if any.

3.6 Order of Precedence

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

3.6.1 APPENDIX IV - CONTRACT ATTACHMENT I.

3.6.2 All attachments and exhibits to **APPENDIX IV - CONTRACT ATTACHMENT I.**

3.6.3 The Department's Standard Contract.

3.6.4 Form PUR 1000.

3.6.5 The Provider's reply and any additional submittals, if incorporated into or attached to the contract.

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SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITN

4.1 How to Submit a Reply

4.1.1 Number of Copies Required and Format for Submittal

Providers shall submit one (1) original and five (5) hard copies of the Programmatic Reply and one (1) original and five (5) copies of the Cost Reply to the Contract Manager at the location named in **Section 1.4** by the date specified in **Section 2.5** Schedule of Events and Deadlines. The original Programmatic Reply and the Cost Reply submitted to the Department must contain an original signature of an official who is authorized to bind the Provider to its reply. Two (2) electronic copies (on CD-ROM) of each reply (programmatic and cost), identical to the hard copies, must also be submitted with the hard copies. As stated in **Section 4.3.2** the Cost Reply must be submitted in a separate sealed envelope from the Programmatic Reply.

4.1.2 Replies to be in Sealed Container

All original, hard copies and electronic copies of the Provider Replies must be submitted in a sealed container. The container must be clearly marked with the title of the reply, the ITN number, the Provider's name, and identification of enclosed documents (i.e., Programmatic Reply and Cost Reply for Public Assistance Benefit Overpayment Recovery). The original reply must be clearly marked as such, and the copies identified and numbered (i.e., original, copy #1 of 5, etc.).

4.1.3 Hard-copy Reply Format

Replies must be typed, single-spaced, on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The reply must be bound, labeled and submitted in Tabbed **Section 4.2** for the Programmatic Reply and the Cost Reply.

4.1.4 Electronic Copy Format

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

4.2 Content of the Programmatic Reply

4.2.1 Programmatic Reply Title Page

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

- A. Department of Children and Families;
- B. Title of reply; including the words "PROGRAMMATIC REPLY"
- C. ITN number;

- D. Prospective Provider's name and federal tax identification number; and
- E. Name, title, telephone number and address of person who can respond to inquiries regarding the reply

4.2.2 TAB 1: MANDATORY REQUIREMENTS

The following are the Mandatory Requirements for this ITN:

4.2.2.1 Certificate of Signature Authority

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

4.2.2.2 Mandatory Certifications

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

4.2.2.3 Tie Breaking Certifications

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

4.2.3 TAB 2: TABLE OF CONTENTS

4.2.4 TAB 3: EXECUTIVE OVERVIEW (Limited to 5 pages)

This section of the ITN requires the Provider to provide a brief executive overview demonstrating an understanding of the ITN purpose stated in **Section 1.2**, and the needs specified in this ITN and the services to be provided. The Provider must demonstrate the capability to successfully meet the requirements of this ITN. The Executive Overview should also include a brief description of the Provider's organization and approach for Scope of Work services.

4.2.5 TAB 4: COMPANY QUALIFICATIONS AND EXPERIENCE (Limited to 20 pages)

This section shall be organized by the purposes stated in **Section 1.2** of this ITN.

4.2.5.1 Corporate Organization Structure

- a) The Provider shall describe its organization's approach and philosophy, including mission statement, core values, and vision.
- b) The Provider's shall describe its organization and governance structure, depicting clear lines of authority and each of its founding agencies, including statewide and corporate affiliations; describe how the structure represents a lean, efficient and effective administrative model;
- c) The Provider must list all identified subcontracts using **APPENDIX VII**, or the plan and approach to vet, identify and recruit and retain subcontractors, which will provide proposed services.

- d) Specifically, the Provider and its subcontractor(s) must provide:
1. Full, legal name.
 2. Federal Employer Identification Number.
 3. Proof of legal entity and authorization to do business with the State of Florida.
 4. Country and state of incorporation.
 5. Principal place of business.
 6. Description of the Provider's organization, including number of years in business, subsidiaries, parent corporations, officers; include organization charts and details concerning the number of facilities by geographic location.
 7. Brief description of the Provider's principal type of business and history and what uniquely qualifies the Provider for the work described in this ITN and **APPENDIX IV - CONTRACT ATTACHMENT I**.
 8. Statement of whether the Provider has filed for bankruptcy protection in the past five (5) years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so provide court and case number.
 9. Identification of any potential or actual conflicts of interest that might arise for the Provider as a result of contract award to the Provider, and describe in detail the plan to eliminate or mitigate them. Such conflicts include, but are not limited to, those covered by **APPENDIX VIII** Section 6 of the PUR 1001 (Section C). Address both personal and organizational conflicts.
 10. Reservations the Provider must make if unable to certify completely all of the items in **APPENDIX VIII** Section 9 of the PUR 1001 (Section C) entitled "Representations and Authorization." If no reservations are made in this section of the reply, the Provider shall be deemed to attest to the truth of all of listed items and the Department may rely upon them.
- e) The following specifically apply to the prime Provider and should be addressed as such:
1. Names and addresses of all affiliated or related companies, partnerships or associations (including subcontractor, if any) and a brief description of its relationship to the Provider.
 2. If proposing to use any subcontractors to perform the work described in this ITN and **APPENDIX IV - CONTRACT ATTACHMENT I**.

4.2.5.2 Description of the Respondent's and Subcontractors (if any) Organizational Qualifications

- a) Provider (and subcontractors, if any) should describe the Provider's experience performing the type and scope of services as specifically represented in this solicitation. Providers must provide detailed evidence that their organization has previous experience with a highly similar task of services on projects of similar scope and range as the project specified in this ITN, especially among proposed staff. Include key advantages of the Provider's solution or value added to the Department.
- b) For each of the following services, Respondent's must identify:

3. The total number years of experience for the service
4. Description of the project(s) for which the service was provided
5. Whether the specified service was performed as a prime contractor or subcontractor
6. A clear indication of the Respondent's ability to perform the specified services to meet the requirements of this ITN

4.2.5.3 DC&A Services, Operations and Management Experience

- a) The Provider must describe its experience in providing Public Assistance Benefit Overpayment Recovery or similar services as requested in this ITN and **APPENDIX IV - CONTRACT ATTACHMENT I**. Experience shown should be work done by the individuals who will be assigned to the work as well as the overall experience of the organization. State whether the Provider was the prime contractor or a subcontractor and whether they worked in cooperation with a subcontractor. Where applicable, clearly note the Provider's related experience which included individuals who will be assigned and their role on the past project. Provide a detailed description of any work to be subcontracted with information describing the qualifications and relevant experience of any proposed subcontractors.

4.2.5.4 Data Analysis Experience

- a) The Provider must describe its experience in providing data analytics for similar services as requested in this ITN and **APPENDIX IV - CONTRACT ATTACHMENT I**. Experience shown should be work done by the individuals who will be assigned to the work as well as the overall experience of the organization. State whether the Provider was the prime contractor or a subcontractor and whether they worked in cooperation with a subcontractor. Where applicable, clearly note the Provider's related experience which included individuals who will be assigned and their role on the past project. Provide a detailed description of any work to be subcontracted with information describing the qualifications and relevant experience of any proposed subcontractors.

4.2.5.5 Experience Responding to Changing Customer Needs

- a) Respondents shall describe instances where they provided significant levels of services support beyond the scope defined in the initial contract. Respondents shall also describe instances where the subcontractor (if any) provided significant levels of services support beyond the scope defined in the subcontractors initial contract. The Respondents (and subcontractors) description should include the following types of information:
 1. What additional services were provided (i.e., types, scope, value)
 2. Were the services provided to the customer at no additional cost
 3. If the Respondent (subcontractor) was compensated, was payment based on a pre-approved change order or contract amendment

4.2.5.6 Government or Commercial Customer Qualifications

- a) The Provider must detail at least three former clients and three current clients of a similar nature in which the Provider successfully utilized the proposed DC&A methodology and process as a foundation.

4.2.5.7 Government or Commercial Customer Qualification References

- a) The Provider must Supply three references for comparative projects with names, positions, and contact numbers. Response must also include proposed staff that participated in these projects. For each reference, the Provider must specify:
 1. Name of the company, address, contact name, telephone number, email address, alternative contact name, telephone number, and email address
 2. Type of Work
 3. Description of Work
 4. Service Dates
 5. Activities performed that are the same or similar to the Department's Scope of Work.

4.2.5.8 Reference Instructions

Include in this section the reference form found in **Appendix XI: Provider References**. The Department reserves the right to contact any and all references.

- a) Provide the requested information below which will demonstrate the Provider's and subcontractor(s)'s ability to successfully complete the work described in this ITN and its appendices, attachments, exhibits and referenced supporting documentation. The Provider's and any proposed subcontractor(s)' information shall be shown separately.
- b) The same client may not be listed for more than one (1) reference
- c) Firms that are currently parent or subsidiary companies to the Respondent will not be accepted as Past Performance references under this solicitation

4.2.5.9 Disclosure of Lawsuits and Administrative Proceedings

- a) Respondents must disclose prior or current legal and disciplinary actions taken in current or past DC&A services contract engagements in their replies to this ITN. Respondents must fully disclose legal or disciplinary actions taken:
 1. By the Respondent against a customer or by the customer against the Respondent
 2. By a proposed subcontractor against a prime contractor, including the Respondent
 3. By a prime contractor, including the Respondent, against a proposed subcontractor
 4. By a proposed subcontractor against a customer or by a customer against the proposed subcontractor
 5. [NOTE: For purposes of this subsection only, the term "subcontractor" shall apply to any subcontractor proposed by the Respondent that will provide or manage the delivery of a core service as defined by this ITN.]
- b) Respondents are required to disclose the following types of legal and administrative actions:
 1. Administrative complaints filed
 2. Administrative proceedings, past and present
 3. Lawsuits filed
 4. In disclosing these required legal and administrative actions

- c) Respondents must include the following information in the description of the action:
1. Name of each party to the suit/proceeding, role and responsibilities
 2. Contract or project name; identifier/numbers
 3. Basis for suit/proceeding and proposed remedy(ies)
 4. Legal or administrative jurisdiction, administrative body
 5. Date and description of final outcome or, if pending, current status

4.2.6 TAB 5: CORE TEAM QUALIFICATIONS (Limited to 10 pages)

4.2.6.1 Proposed Organization and Staffing

- a) The Provider shall describe the qualifications and credentials of their leadership team with an explanation of why the leadership team is qualified to lead their organization in meeting the needs of this ITN. Respondents shall provide qualifications and experience for the project manager, key personnel, technical staff and support managers/staff by name and Respondent/subcontractor organization.
- b) All proposed project personnel are subject to department approval during negotiations and prior to contract execution. Specifically, the Respondent and its sub-contractor(s) must provide:
1. A project organization chart including all the project team members and their roles/title within the project
 2. The lines of authority and communication, to include Respondent and any subcontractors
 3. Identification of personnel providing executive oversight, including during problem escalation
 4. A table with the following columns listed for each of the proposed project team members:
 - o Name - Team member name or role title
 - o Role - Role descriptions and responsibilities
 - o Duration - Timeframes of their role on this project; proposed level of effort; whether tasks will be performed on-site or off-site
 - o Experience - Evidence of previous experience with a highly similar task on a large scale project
 - o Tenure - How long each person has been with the company, or if they are contract staff
- c) The reply shall include the Provider's operational approach to the recruitment, training, supervision and retention of qualified direct service personnel as described in **APPENDIX IV - CONTRACT ATTACHMENT I**, Section 1.10. The approach should emphasize practices to ensure workloads are maintained at appropriate, effective and manageable levels.
- d) The Provider shall demonstrate the approach to recruitment of culturally diverse staff able to meet the unique cultural needs of the proposed community served. The solution should address all applicable personnel grievance and conflict resolution practices. The

Provider should explain how the organization, subcontractors, and staffing levels will best meet the performance standards required to perform Public Assistance Benefit Overpayment Recovery. It is also important to describe the credentials for human resources, quality assurance, financial, information technology, and other key professional level employees.

4.2.6.2 Project Staffing Qualifications

- a) The Provider must provide a detailed resume for each proposed team member. Resumes for each proposed team member shall include name, position, work experience related to the Department's needs, and beginning and end dates of the related work experience for each proposed team member. Team members must meet the qualifications previously detailed in this ITN.
- b) The Provider is responsible for ensuring sufficient detail is provided in the resume for the Department to determine the recentness of the related work experience, how extensive the related work experience is, and the depth of knowledge and skills of the proposed team member related to the needs of the Department. Resumes must clearly show the project and experience levels of each individual proposed team member in the delivery of services of similar scope and nature.
- c) In addition to detailed staff resumes, the Provider shall document each staff member's:
 1. Available start date and any other current or future obligations for this individual.
 2. Staffing classification as it relates to the DMS' State Term Contract, Management Consulting Services, # 973-001-06-1 staffing classifications.
 3. Description of proposed project role and responsibilities.
 4. Estimated degree and type of participation
- d) The Department requires that the Provider's project team include, at a minimum, a Project Manager for the term of the resulting contract. The Department desires that the Project Manager be a certified Project Management Professional (PMP®) and have a minimum of five (5) years' experience. Any project staff members proposed should have a minimum of three (3) years' experience each in conducting DC&A projects.
- e) The Department reserves the right to accept or reject the selected DC&A Provider's Project Manager and administrative support team. Once assigned and accepted by the Department, the selected DC&A Provider may not otherwise substitute any team member without the prior written approval of the Department. The Department reserves the right to request a replacement of any team member at any point in time for the duration of the project.
- f) The preferred minimum qualifications for project staff must include experience in similar projects and roles, and may include qualifications in debt collections, customer service, accounting, business analysis, financial analysis, data analysis, audit, and quality assurance analysis. Projects described must be similar to the requirements of this ITN.
- g) The Respondent agrees that all Respondent staff shall be subject to background screening pursuant to section 110.1127(1), F.S.
- h) The Provider should include a copy of the Provider's Employment Screening policy and procedures and a timeframe for each proposed staff (including

subcontracted/consultant staff) to have completed employment screening prior to employment on the project and continued employment.

4.2.6.3 Subcontractor Identification

Respondents may enter into a written contract(s) with another Provider(s) for the performance of tasks and services required in this ITN. For each subcontractor identified in its proposal, the Respondent must specify the type, scope and level services to be outsourced.

Respondents must provide evidence of each subcontractor's intent to participate, by providing a letter of commitment signed by the subcontractor's authorized representative.

4.2.7 TAB 6: SERVICES APPROACH AND SOLUTION (Limited to 20 pages)

The Provider shall describe the method/processes of the delivery, management, coordination, and integration of DC&A services required by this ITN. This section must include information detailing the Provider's approach for completing the Scope of Work and the industry standard methodology / methodologies to be used for DC&A services and data analysis. The requirements defined in **Appendix IV, Attachment I** are in draft form and should not be considered restrictive and limiting on the potential for proposed increased levels of service and functionality. It is the desire of the Department that the Respondent provide the most advantageous solution to providing DC&A services and is open to discussing changes to the requirements with Respondents if the changes are advantageous to the Department in terms of functionality or cost.

Specifically, this section must include:

4.2.7.1 Project Management

- a) Provider shall provide a Project schedule and project management plan that address all activities required to accomplish the Scope of Work requirements. The project management plan must include a clear and thorough discussion of the Provider's plan for conducting this project and proposed method for handling potential problems, including but not limited to, contingencies and disruption to work activities. The DC&A Provider selected to perform the services described in this ITN shall finalize their project schedule and project plan, based on negotiations with the Department.

4.2.7.2 Methodology for DC&A

- a) Provider shall provide their methodology and approach for performing DC&A services.

4.2.7.3 Data Analysis

- a) Provider shall provide their methodology and approach for performing data analysis and investigative services for the pre-claim process.

4.2.8 TAB 7: INNOVATION (Limited to 15 pages)

- a) Provider shall provide additional innovative ideas to improve Benefits Recovery and DC&A Services to maximize returns for the Department. Innovative areas to be considered may include the following: data analytics (address verification, prioritization of claims) and new technology, best practices for improving investigations, collection strategies along with any other innovations to maximize returns for the Department.

4.3 Content of the Cost Reply

4.3.1 Cost Reply Title Page

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

- a) Florida Department of Children and Families;
- b) Title of reply, including the words "COST REPLY;"
- c) ITN number;
- d) Prospective Provider's name and federal tax identification number; and
- e) Name, title, telephone number and address of person who can respond to inquiries regarding the reply

4.3.2 COST REPLY

- a) Each Respondent shall use the Cost Sheet Form provided in **Appendix X**. The Respondent's Cost Reply shall be packaged separately from their Programmatic reply in a sealed envelope. Failure by the Respondent to submit the Cost Reply separately shall result in the reply being deemed non-responsive, and therefore, the reply will be rejected.
- b) The Respondent shall not include any references to the Cost Reply or its contents in the Programmatic Reply. This includes, but is not limited to, costs, fees, prices, rates, profit, bonuses, discounts, rebates, or the identification of free services, labor, materials, or licensing fee sharing arrangements.
- c) Cost Data must be entered in the Cost Sheet Form, **Appendix X**, provided in this solicitation. Failure to complete any or all blanks on the Cost Sheet form may result in rejection of the reply. A representative who is authorized to contractually bind the Respondent must sign **Appendix X - Cost Sheet form**.
- d) The costs provided shall include the cost of all services and materials necessary to accomplish the services outlined in this ITN and its attachments and the Respondent's reply hereto, including, but not limited to costs, fees, prices, rates, profit, bonuses, discounts, rebates, or the identification of free services, materials, licensing fee sharing arrangements, personnel and labor costs, equipment expenses, MyFloridaMarketPlace Transaction Fee, miscellaneous expenses and the application of all personnel additional costs (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. Footnotes, notations, and exceptions made to the Cost Reply form shall not be considered.
- e) In addition to the cost sheet form in **Appendix X** that the Provider is required to complete, the Department is receptive to considering other innovative cost models during negotiations to give the Provider a real incentive to maximize revenues for the Provider and the Department. Examples may include fee sharing arrangements, enhanced or accelerated payment schedules related to pre-claim support and collections.
- f) The Department's goal is to drive down the collection cost for every dollar recovered. The Department will reserve the right to modify pricing models throughout the negotiation process.

4.4 Public Records and Trade Secrets

4.4.1 Replies and Other Submissions Are Property of the State

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

4.4.2 Public Records and Trade Secrets

A time-limited exemption from public inspection is provided for the contents of a reply and other submittals pursuant to section 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply or other submittal become subject to public inspection unless another exemption applies. Any Provider submitting trade secret information as part of its reply or other submittal must comply with the requirements of Section 26 of the Standard Contract at the time of submission. Failure to do so may result in a waiver of any trade secret claim. The Department is not obligated to agree with the Provider's claim of exemption and, by submitting a reply or other submission, the Provider agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the Provider agrees that it shall protect, defend, and indemnify, including attorney's fees and costs, the Department for any and all claims and litigation (including litigation initiated by the Department) arising from or relating to Provider's claim that the redacted portions of its reply and other responses are confidential, proprietary, and trade secret, and are not subject to disclosure. If the Provider fails to submit a redacted copy with its Response, the Department is authorized to produce the entire documents, data or records submitted by the end or in answer to a public records request for these records.

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SECTION 5. THE SELECTION METHODOLOGY

The Department intends to award the contract to the responsive Provider(s) that the Secretary or his designee determine present(s) the best value, based on the selection criteria set forth in **Section 5.1**.

5.1 Selection Criteria

The following Selection Criteria shall apply for this ITN:

Criteria
Provider’s articulation of their project approach and solution, and the ability of the approach and solution to meet the Department’s needs, the requirements of this ITN and Appendix IV, Attachment I
The Provider’s ability to provide an innovative solution
Provider references and track record implementing similar solutions to the one specified in this ITN
Provider experience and skills of proposed staff relative to the proposed approach and solution
Provider Pricing

The Department may consider any information or evidence which comes to its attention and which reflects upon a Provider’s capability to fully perform the contract requirements and/or the Provider’s demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the contract.

5.2 Application of Mandatory Requirements

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

5.2.1 The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements specified in **APPENDIX II**. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

5.2.2 An initial determination that a reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

5.3 Evaluation Phase Methodology for Ranking and Shortlisting

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

5.3.1 Scoring by Evaluators

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

Criteria	Relative Value
<ul style="list-style-type: none"> Provider’s articulation of their project approach and solution, and the ability of the approach and solution to meet the Department’s needs, the requirements of this ITN and Appendix IV, Attachment I 	70%

Criteria	Relative Value
<ul style="list-style-type: none"> ○ Understanding of Statement of Need ○ Provider's Technical Capability and Approach ○ Project Management 	
<ul style="list-style-type: none"> ● The Provider's ability to provide an innovative solution <ul style="list-style-type: none"> ○ Data Analysis ○ Benefit Recovery ○ Bankruptcy 	15%
<ul style="list-style-type: none"> ● Provider references and track record implementing similar solutions to the one specified in this ITN <ul style="list-style-type: none"> ● Corporate and Organization Structure ● Respondent's and Subcontractor's (if any) Organizational Qualifications and Relevant Experience <ul style="list-style-type: none"> ○ Financial Systems Development, Implementation, Operations and Management ○ Management of Complex Financial Networks ○ Experience responding to Changing Customer's Needs ○ Government or Commercial Customers Qualifications ○ References 	10%
<ul style="list-style-type: none"> ● Provider experience and skills of proposed staff relative to the proposed approach and solution <ul style="list-style-type: none"> ○ Leadership team ○ Project Staffing ○ Proposed Organization and Staffing structure ○ Project Staffing Qualifications 	5%
TOTAL	100%

The Procurement Manager will compile information obtained from the references provided by the Respondent.

5.3.2 Cost Scoring

During the Evaluation Phase, the Cost Reply will be evaluated based on the formula below.

$$(\text{Lowest Total Cost} / \text{Respondent Total Cost}) * (\text{Respondent Programmatic Score} / \text{Max Programmatic Score}) * \text{Max Cost Points} = \text{Cost Score}$$

Lowest Total Cost = Lowest cost of all responsive bids

Respondent Total Cost = Cost for a specific Respondent

Respondent Programmatic Score = Score of a specific Respondent's Programmatic response

Max Programmatic Score = Maximum points available for the programmatic reply (700 points)

Max Cost Points = Maximum points available for the cost response (300 points)

Cost Score = Cost points awarded to the Respondent

Total costs will be calculated as follows:

Cost Category	Calculation	Total
Fixed Fee Pricing	Fixed Fee	
Variable Fee Pricing	Sum of (maximum amount collected at each break level x percent payable to Provider)	
Total Costs		

5.3.3 Total Score, Recommended Ranking and Competitive Range of Replies

The Procurement Manager will average the total programmatic point scores by each evaluator to calculate the points awarded for each section. The total of Programmatic and Cost points will be:

Topic	Points
Programmatic Score	700
Cost Score	300
Total	1000

Total Points will be used to rank Providers from 1 to n. (where n is the total number of respondents to the ITN)

For example:

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

**In the event that multiple firms have the same raw point score, the rank positions needed to cover those firms are the same. Each firm receives a rank of 3.*

After the scores have been tabulated, the evaluators will validate that their scores were captured correctly in the Meeting for Validation of Evaluator Scoring.

This ranking will serve as the recommended ranking of the Department’s Evaluators.

5.3.4 Report of the Procurement Manager

After developing the recommended ranking in accordance with **Section 5.3.3**, the Procurement Manager will provide to the Secretary or his designee a report on replies deemed nonresponsive

and, as to those deemed responsive, a report on the evaluation process and the recommended ranking of the Evaluators.

5.3.5 Determination of Ranking

The scoring from the Evaluation Phase shall serve as a recommendation only. No scoring by the Secretary or his designee will be performed. The Secretary or his designee will make a determination to include one or more Providers on the shortlist based on the competitive range of total scores.

5.3.6 Selection and Posting of Qualified Providers for Negotiations (Shortlist)

Upon approval of the list of Providers (shortlist) selected for negotiations by the Secretary or his/her designee, the Department will post the shortlist on the VBS website at: http://myflorida.com/apps/vbs/vbs_www.main_menu. Responsive Providers who are not listed in the posting will not be formally eliminated from the ITN process until the posting of the notice of intent to award. Unless otherwise provided in the posting of the shortlist, no presumption of preference or merit in the negotiation process or for contract award shall arise from the Evaluators' scores, the ranking or the order of Providers listed in such posting.

5.4 Negotiation Process for Final Selection

The Department intends to initially negotiate concurrently with the Providers on the shortlist approved by the Secretary or his designee. However, the Department reserves the right, after posting notice thereof, to expand the shortlist to include additional responsive Providers for negotiation or change the method of negotiation [e.g., concurrent versus by order of ranking], if it determines that to do either would be in the best interest of the state.

5.4.1 Supplemental Replies

The Department reserves the right to require shortlisted Providers to submit a supplemental reply or other submission prior to conducting negotiations. Notice of such requirement will be posted on the DMS VBS website:

(http://myflorida.com/apps/vbs/vbs_www.main_menu).

5.4.2 Goal of Negotiations

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

5.4.3 Department Retains Discretion

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

5.4.4 Other Department Rights During Negotiations

At any time during the negotiation process, the Department's reserved rights include but are not limited to:

- a) Schedule additional negotiating sessions with any or all responsive Provider(s);

- b) Require any or all responsive Provider(s) to provide additional or revised replies and detailed written proposals addressing specified topics;
- c) Require any or all responsive Provider(s) to provide a written best and final offer;
- d) Require any or all responsive Provider(s) to address services, prices, or conditions offered by any other Provider;
- e) Pursue a contract with one or more responsive Provider(s) for the services encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written proposals or request for best and final offers;
- f) Pursue the division of contracts between responsive Provider(s) by type of service or geographic area, or both;
- g) Arrive at an agreement with any responsive Provider, finalize principal contract terms with such Provider and terminate negotiations with any or all other Providers, regardless of the status of or scheduled negotiations with such other Provider(s);
- h) Decline to conduct further negotiations with any Provider;
- i) Reopen negotiations with any Provider;
- j) Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this ITN;
- k) Review and rely on relevant information contained in the replies received pursuant to Section 4; and
- l) Review and rely on relevant portions of the evaluations conducted pursuant to Section 5.2.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive Provider or Providers affected and whether to provide concurrent public notice of such decision.

5.4.5 Negotiation Meetings Not Open to Public

- a) Negotiations between the Department and Providers are exempted from being held as public meetings by section 286.0113(2)(a), F.S.
- b) Negotiation strategy meetings of the Department's negotiation team are exempted by section 286.0113(2)(a), F.S.
- c) The Department will audio record all meetings of the Department's negotiation team.

5.5 Final Selection and Notice of Intent to Award Contract

5.5.1 Department's Negotiation Team Recommendation

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

5.5.2 Selection of Provider(s)

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

5.5.3 Reserved Rights

The Department reserves the right to:

- a) Select one or more Providers for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;
- b) Divide the work among Providers by type of service or geographic area, or both;
- c) Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and
- d) Award a contract which includes one or more subcontractors proposed by any other Provider(s).

5.5.4 Posting Notice of Award

The Department will post its Notice of Intent to Award Contract, stating its intent to enter into one (1) or more contracts with the Provider or Providers identified therein, on VBS website http://vbs.dms.state.fl.us/vbs/main_menu. Any negotiations to finalize terms and conditions of the contract after such notice will involve a Department designee and not the Department's negotiation team, although members of the team may assist the designee in such negotiations.

5.5.5 Reserved Rights After Notice of Intent to Award

The Department reserves the right:

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

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APPENDIX I: CERTIFICATE OF SIGNATURE AUTHORITY

Check below and complete Section A or Section B	
<input type="checkbox"/>	Provider is not a sole proprietorship (Complete Section A)
<input type="checkbox"/>	Provider is a sole proprietorship (Complete Section B)
Section A	
<p>I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of Provider) and have authority to make official representations by said Provider regarding its official records and hereby state that my examination of the Provider's records show that _____ (name) currently holds the office or position of _____ (title) with the Provider and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named Provider in response to ITN # _____, and, in so doing, to bind the named Provider to the statements made therein.</p>	
Dated:	
Signature:	
Printed Name:	
Title:	
<p>NOTE: In lieu of the above, the Provider may submit a corporate resolution or other duly executed certification issued in the Provider's normal course of business to prove signature authority of the named Authorized Representative.</p>	
Section B	
<p>I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of Provider), and will be personally bound by the Proposal submitted in response to ITN # _____.</p>	
Dated:	
Signature:	
Printed Name:	

APPENDIX II: PROVIDER'S CERTIFICATIONS

MANDATORY CERTIFICATIONS		
MASTER CERTIFICATION		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the Provider, _____ (legal name of Provider), I confirm that I have fully informed myself of all terms and conditions of ITN # _____ (the ITN), the facts regarding the Reply submitted by the Provider in response to the ITN and the truth of each statement contained in Certifications (a) through (m) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.</p>		
Check the applicable box next to the title to each certification:		
True	False	
		a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document
		b. Certification of Representations Per Section 9 of PUR 1001
		c. Certification of Authority to Do Business in Florida
		d. Statement of No Involvement
		e. Conflict of Interest Statement (Non-Collusion)
		f. Certification Regarding Subcontractors and Other Providers
		g. Certification Regarding Lobbying
		h. Certification Regarding Scrutinized Companies List
		i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts
		j. Certification Regarding Prior Contractual Obligations
		k. Certification of Representations Per sections 287.133, and 287.134, F.S.
		l. Certification of a Drug Free Workplace
		m. Certification of Qualifications
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p>		
Signature of Authorized Representative:		Date:
<p>a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Provider's Reply is submitted in good faith in response to the Department of Children and Families Invitation to Negotiate (the ITN) and is binding on the Provider in accordance with the terms of the ITN, that I have read, understood and agree with the terms and conditions of the ITN and, if awarded any contract as a result of the ITN, the Provider will comply with the requirements, terms, and conditions stated in the ITN and the contract document. The Provider further agrees that any intent by the Provider to deviate from the terms and conditions set forth therein may result, at the Department's exclusive determination, in rejection of the reply.</p>		
<p>b. Certification of Representations Per Section 9 of Form PUR 1001</p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in Section 9 of PUR 1001.</p>		
<p>c. Certification of Authority to Do Business in Florida</p> <p>By checking the True" box in the Master Certification and signing the same, I hereby certify that the Provider is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.</p>		

d. Statement of No Involvement

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

e. Conflict of Interest Statement (Non-Collusion)

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

f. Certification Regarding Subcontractors and Other Providers

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

g. Certification Regarding Lobbying

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

h. Certification Regarding Scrutinized Companies List

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

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

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

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

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

(1) Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.

(2) This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

(3) The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "debarred," "suspended," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.

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

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

(7) The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

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

j. Certification Regarding Prior Contractual Obligations

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

(1) Failed to correct to the satisfaction of the Department any unsatisfactory performance in a previous contract after Department notice of unsatisfactory performance;

(2) Had a contract terminated by the Department for cause; and

(3) Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (**APPENDIX II**) prior to contract execution.

k. Certification of Representations Per Sections 287.133 and 287.134, F.S.

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Provider is not listed on the Convicted Providers List created and maintained pursuant to section 287.133, F.S., or on the Discriminatory Providers List created and maintained pursuant to section 287.134, F.S.

l. Certification of a Drug Free Workplace

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

m. Certification of Qualifications

By checking the "True" box in the Master Certification and signing the same, I hereby certify that

1. The Provider has the ability to coordinate and manage all DC&A services for the Office of Public Benefits Integrity.

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TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

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

MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS

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

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

- n. Certification of a Certified Minority Business Enterprise**
- o. Certification of a Service Disabled Veteran’s Business Enterprise**
- p. Certification of a Florida Business**
- q. Certification of a Foreign Manufacturer with a Factory in Florida**

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

n. Certification of a Certified Minority Business Enterprise

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

o. Certification of a Service Disabled Veteran’s Business Enterprise

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

p. Certification of a Florida Business

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

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

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

APPENDIX III: CHILDREN AND FAMILIES STANDARD CONTRACT

Contract No. _____
CFDA No. _____

Client Non-Client

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and _____, hereinafter referred to as the "Provider". The Department and Provider agree as follows:

1. Purpose. The Department is engaging the Provider for the purpose of _____

_____, as further described in Attachment I hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to add services that are incidental or complimentary to the original scope of services.

2. Effective and Ending Dates. This contract shall be effective on _____ or the last date executed by a party, whichever is later. The performance period under this contract shall commence on _____ or the effective date of this contract, whichever is later, and shall end at midnight, Select a Time Zone time, on _____ subject to the survival of terms provisions of Section 33.j hereof.

3. Payment for Services. The Department shall pay for contracted services performed by the Provider on and after the effective date of this contract according to the terms and conditions of this contract of an amount not to exceed _____ or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Provider. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

4. Contract Document. The Provider shall provide services in accordance with the terms and conditions specified in this contract including its attachments, _____ and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Standard Contract Definitions, located at <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this contract. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this contract. Sections 1.d., 2-4, 6, 8-13, 20, 23, 27 and 31 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

5. Compliance with Statutes, Rules and Regulations. In performing its obligations under this contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this contract as they may be enacted or amended from time-to-time, including but not limited to those described in Section 35 of this contract.

6. Official Payee and Party Representatives

a. The Provider's name, as shown above, and mailing address of the official payee to whom the payment shall be made are:

Name: _____
Address: _____

City: _____ State: _____ Zip Code: _____
Phone: _____
ext: _____

b. The name of the contact person and address, telephone, and e-mail address where financial and administrative records are maintained are:

Name: _____
Address: _____

City: _____ State: _____ Zip Code: _____
Phone: _____
ext: _____
e-mail: _____

c. The name, address, telephone number and e-mail address of the contract manager for the Department for this contract is:

Name: _____
Address: _____

City: _____ State: _____ Zip Code: _____
Phone: _____
ext: _____
e-mail: _____

d. The name, address, telephone number and e-mail of the representative of the Provider responsible for administration of the program under this contract is:

Name: _____
Address: _____

City: _____ State: _____ Zip Code: _____
Phone: _____
ext: _____
e-mail: _____

Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

7. Inspections and Corrective Action. The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory

performance of the terms and conditions of this contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 30.

8. Independent Contractor, Subcontracting and Assignments.

a. In performing its obligations under this contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this contract, unless specifically authorized in writing to do so. This contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the provider and its subcontractors shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

b. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

c. The Provider shall not assign the responsibility for this contract to another party without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest; however, in no event may the Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld.

d. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

e. To the extent permitted by Florida Law, and in compliance with Section 8.c., the Provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this contract.

f. The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.

g. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes (F.S.), unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

9. Provider Indemnity. Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

a. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

b. Further, the Provider shall indemnify the Department for all costs and attorneys fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 26.c., including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the state, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

10. **Insurance.** The Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. Upon the execution of this contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

11. **Notice of Legal Actions.** The Provider shall notify the Department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the Provider's ability to deliver the contractual services, or adversely impact the Department. The Department's contract manager will be notified within 10 days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

12. **Client Risk Prevention.** If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in Department of Children and Families Operating Procedure (CFOP) 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

13. **Emergency Preparedness Plan.** If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency.

- a. For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.
- b. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.
- c. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

14. **Intellectual Property.** It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

- a. If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this contract and use by the Department its employees, agents or contractors during the term of this contract and perpetually thereafter.
- b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

15. **Real Property.** Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

16. **Publicity.** Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any state agency or affiliate or any officer or employee of the State, or any state program or

service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Provider's prospective customers.

17. **Sponsorship.** As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

18. **Employee Gifts.** The Provider agrees that it will not offer to give or give any gift to any Department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

19. **Invoices.** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract.

20. **Final Invoice.** The final invoice for payment shall be submitted to the Department no more than ____ days after the contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

21. **Financial Consequences.** If the Provider fails to meet the minimum level of service or performance identified in this contract, or that is customary for the industry, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that this contract so provides, imposition of penalties per Section 29, termination of contract per Section 30 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 22, to the extent of such error.

22. **Overpayments.** The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider will be charged interest at the lawful rate of interest on the outstanding balance after Department notification or Provider discovery. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right to offset or deduct from any amount due under this contract at any time any amount due to the Department from the Provider under this or any other contract or agreement and payment otherwise due under this contract will be deemed received regardless of such offset.

23. **Payment on Invoices.** Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by the Department and shall remain subject to subsequent audit or review to confirm contract compliance.

24. **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

25. **Records, Retention, Audits, Inspections and Investigations.**

a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.

b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Provider during the term of this contract and retained for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required under this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department.

c. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this contract and the required retention period in Section 25.b.

- d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided to the Department as specified in this contract and in Attachment _____.
- g. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).
- h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

26. **Public Records.** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.

- a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with Section 26.b.
- b. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.
- c. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 26.b. Accompanying the submission shall be an updated version of the justification under Section 26.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.
- d. The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

27. **Client Information.** The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state and federal laws, rules and regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

28. **Data Security.** The Provider shall comply with the following data security requirements:

- a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.
- b. The Provider shall provide the latest Departmental security awareness training to its staff and subcontractors who have access to departmental information.
- c. All Provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement Form CF 0114 annually. A copy of Form CF 0114 may be obtained from the contract manager.
- d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The Provider shall require the same of all subcontractors.
- e. The Provider agrees to notify the contract manager as soon as possible, but no later than five (5) working days following the determination of any breach or potential breach of personal and confidential departmental data. The Provider shall require the same notification requirements of all subcontractors.

f. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.

29. Financial Penalties for Failure to Take Corrective Action.

a. In accordance with the provisions of subsection 402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code (F.A.C.), corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

b. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

30. The Following Termination Provisions Apply to this Contract:

a. In accordance with Section 22 of PUR 1000 Form, this contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

b. In the event funds for payment pursuant to this contract becomes unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

c. In the event the Provider fails to fully comply with the terms and conditions of this contract, the Department may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the contract. The Department's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

d. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

All notices of termination provided under this Section shall be in writing and sent by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under paragraphs a. or b., the Provider will be compensated for any work satisfactorily completed.

31. Transition Activities. Continuity of service is critical when service under this contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this contract, the Provider shall complete all actions necessary to smoothly transition service to the new provider. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this contract and shall support the requirements for transition as specified in a Department-approved Transition Plan. Such activities will be without additional compensation and will include consultation on the resources needed to support transition, identifying a transition manager, the characteristics of transactions, data and file transfer.

32. Dispute Resolution. Any dispute concerning performance of the contract or payment hereunder shall be decided by the Department's contract manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the contract manager's decision, the Provider delivers to the contract manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 30.

33. Other Terms

a. Except where otherwise provided in this contract, communications between the parties regarding this contract may be by any commercially reasonable means. Where this contract calls for communication, in writing, except for notices of termination per Section 30, such communication includes email, and attachments are deemed received when the email is received.

b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Leon County, Florida. Unless otherwise provided in Attachment I or in any amendment hereto, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

c. Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8459.

d. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of section 403.7065, F.S.

e. The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

f. The Department of Economic Opportunity and Workforce Florida: The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

g. Transitioning Young Adults: The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

h. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

i. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

j. **Survival of terms.** The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this contract concerning obligations of the Provider and remedies available to the Department are intended to survive the "ending date" or an earlier termination of this contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this contract are consideration for such performance.

k. **Most Favored Party Status:** The Provider represents and warrants that the prices and terms for its services under this contract are no less favorable to the Department than those for similar services under any existing contract with any other party. The Provider further agrees that, within ninety (90) days of Provider entering into a contract, contract amendment or offering to any other party services similar to those under this contract under prices or terms more favorable than those provided in this contract, the Provider will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to this contract upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to this contract retroactively to the earlier of the effective date of this contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31st of each year during the term of this contract attesting that the Provider is in compliance with this provision, as required by section 216.0113, FS.

l. The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

m. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

- i. Attachment I and other attachments, if any;
- ii. Any documents incorporated into any attachment by reference;
- iii. This Standard Contract;
- iv. Any documents incorporated into this Standard Contract by reference.

34. **Modifications.** Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases

and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

35. Additional Requirements of Law, Regulation and Funding Source. As provided in Section 5 of this contract, the Provider is required to comply with the following requirements, as applicable to its performance under this contract. Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this contract.

a. Federal Law

i. If this contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 CFR, Part 74, 45 CFR, Part 92, and other applicable regulations.

ii. If this contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

iii. If this contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

iv. No federal funds received in connection with this contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

v. If this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

vi. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. The Provider and its subcontractors will enroll in and use the e-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this contract.

b. Civil Rights Requirements. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR Parts 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with 45 CFR Part 80 and CFOP 60-16. This is required of all Providers that have fifteen (15) or more employees.

c. Use of Funds for Lobbying Prohibited. The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

d. Public Entity Crime and Discriminatory Contractors Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

e. **Health Insurance Portability and Accountability Act.** The Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

f. **Whistle-blower's Act Requirements.** In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

g. **Support to the Deaf or Hard-of-Hearing**

i. The Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."

ii. If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single Point of Contact (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single Point of Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database at https://fs16.formsite.com/DCFuser/form3/secure_index.html, by the 5th working day of the month, covering the previous month's reporting, and forward confirmation of submission to the contract manager. The name and contact information for the Provider's Single Point of Contact shall be furnished to the Department's grant or contract manager within fourteen (14) calendar days of the effective date of this requirement.

iii. The Provider shall contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single Point of Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single Point of Contact will ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single Point of Contact.

iv. The Single Point of Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

v. The Provider's Single Point of Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the customers or companions who are deaf or hard of hearing are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notices can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>

vi. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored or was denied. The Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to the Department of Children and Families Office of Civil Rights.

vii. If the customer or companion is referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

The Department requires each contract/subcontract provider agency's direct service employees to complete the online training: Serving our Customers who are Deaf or Hard of Hearing, (as requested of all Department employees) and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Section 4.

IN WITNESS THEREOF, the parties hereto have caused this _____ page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: _____
Print/Type
Name: _____
Title: _____
Date: _____

Signature: _____
Print/Type
Name: _____
Title: _____
Date: _____

STATE AGENCY 29 DIGIT FLAIR CODE: _____
Federal Tax ID # (or SSN): _____ Provider Fiscal Year Ending Date: ____/____/____.

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APPENDIX IV: CONTRACT ATTACHMENT I

1. SCOPE OF WORK

The Department of Children and Families (the Department) desires to procure the services of a Provider or Providers to provide industry leading services for Debt Collection Services and Accounting Services that shall recover public assistance overpayments from the Department's recipients who reside in or out of the State of Florida. The department expects such services to be performed on an ongoing basis during the contract term and any extensions or renewals thereof.

The individual activities within the scope of the Managing and Consulting Services, and the deliverables which will result from these activities, are described below. In performing these tasks and activities, the primary responsibility of the Managing and Consulting Service Provider will be:

- Analysis of data to prioritize collections with highest impact from individuals or households determined to be indebted to the State of Florida as a result of the receipt of public assistance benefits to which they were not entitled.
- Establishment of repayment agreements and collection of payment from individuals or households residing in or out of the State determined to be indebted to the State of Florida as a result of the receipt of public assistance benefits to which they were not entitled.
- Maintenance of all records, data and information related to the performance of the services.

1.1. Service Delivery Location

Service delivery location shall be specified in the response to proposals. The successful Provider must maintain a place of business in Tallahassee, Florida and all services performed under the contract must be performed from that location unless otherwise requested and approved in writing by the department. A Tallahassee post office box, for clients to mail payments, must be obtained. The successful Provider must also maintain a toll free number for its clientele.

The Provider shall not change office location without the prior approval of the Department.

1.2. Clients to be Served

Currently, Automated Community Connection to Economic Self-Sufficiency (ACCESS) Florida Program Office participates in the administration of the following federal/state public assistance programs: (1) Supplemental Nutrition Assistance Program (SNAP); (2) Temporary Assistance for Needy Families Program (TANF); (3) Medicaid Program; and (4) Aid to Families with Dependent Children Program (AFDC). During the administration of such programs, errors occur in determining eligibility for participation and/or in the determination of the amount of public assistance benefits that should be awarded. By law, the department must take all necessary steps to recover overpayment

of public assistance benefits. This solicitation is intended to provide staffing for recovery or collection services and related data entry/accounting functions for the Benefit Recovery unit of the Office of Public Benefits Integrity. The primary role of the Benefit Recovery unit is to determine if an individual has received benefits to which they were not entitled to receive. If there was an overpayment of benefits, the unit pursues recovery of the benefit funds from the group or person responsible for causing the overpayment. The headquarters Benefit Recovery staff also act as a liaison with Providers, the United States Departments of Health and Human Services and Agriculture, Food and Nutritional Services, the Florida Division of Public Assistance Fraud, State Attorneys, Probation and Parole, Child Support Enforcement, Public Assistance Policy staff, General Accounting Management and Systems Support Staff, and other related entities.

1.2.1. General Description

Individuals or households that have been overpaid public assistance benefits, who reside in or out of the State of Florida.

1.2.2. Client Eligibility

Only individuals or households that have a public assistance overpayment claim(s) will fall under the services of this contract.

1.2.3. Client Determination

The Department reserves the exclusive right to determine whether an individual or household has an overpayment claim(s) and whether or not the Department wants the Provider to collect payments from specified individuals or households.

1.2.4. Contract Limits

Only those individuals or households that have overpayment claim(s) shall fall under the authority of this contract.

1.3. Service times

The Provider shall, at minimum, have office hours 8:00 A.M. to 5:00 P.M., Eastern Time Zone, Monday through Friday. The Provider may be closed only on state approved holidays, unless prior approval is given by the Department.

1.4. Limits of Service

1.4.1. The successful Provider may not require a recipient to travel out of their Department geographical circuit to review their case file or to discuss their case. If the client wishes to review their file, the successful Provider shall make the necessary arrangements to review the recipient's file at the circuit Benefit Recovery office where they reside.

1.4.2. The successful Provider shall comply with the Americans with Disabilities Act regarding handicapped access for all recipient service locations no later than thirty (30) days after the contract is signed. The successful Provider must provide a toll free phone number for recipients to call and receive information regarding their account. The successful Provider shall be responsible for the cost of the toll free telephone line.

Service delivery location may not be changed without the prior written approval of the department's contract manager.

1.4.3. The successful Provider shall submit as part of their proposal an explanation of how the debtor's information shall be safeguarded from being seen by non-employees who happen to be in the building on official business.

1.4.4. The successful Provider must have Internet capability. The successful Provider shall be responsible for the cost of activating and maintaining Internet services and maintaining connectivity with the Integrated Benefit Recovery System (IBRS) and Florida On-line Recipient Integrated Data Access (FLORIDA) systems. The IBRS system is accessed through the department's intranet site. Access to the FLORIDA system is via Internet Cache Protocol (ICP) and must be approved by the department and the Provider given appropriate FLORIDA security profiles that dictate the level of inquiry and update capability that the user will have on the system.

1.4.5. The provider is limited to those tasks listed in Section 1.6

1.5. Confidentiality and Security

1.5.1. Provider staff having any access, either logical or physical, to data or computer systems containing data shall have background screening consistent with their duties and access to the data. Provider staff having either logical or physical access to actual data will be in a position of special trust or responsibility, and each such person requires background screening that meets the Level 2 Employment Screening standards as specified in sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

1.5.1.1. Employment history checks;

1.5.1.2. Fingerprinting for all criminal record checks;

1.5.1.3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

1.5.1.4. Five year FDLE re-screening;

1.5.1.5. Federal criminal records checks from the Federal Bureau of Investigation (FBI) via the FDLE; and

1.5.1.6. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

1.5.2. The Provider shall sign an affidavit each state fiscal year for the term of the contract stating that all required staff has been screened or the Provider is awaiting the results of screening.

1.5.3. Any person who is required to undergo a security background investigation pursuant to this policy/procedure and who refuses to cooperate in such investigation, or who refuses to submit fingerprints, must be disqualified from both logical and physical access to the data or, if already employed by the Provider, shall be dismissed or securely barred from gaining any logical or physical access to the data.

1.5.4. The Department shall have the right to conduct all or any portion of the background investigation of any of the Provider's present or prospective employees or

volunteers at its own cost, without making the contents or copies of the records generated as a result of the investigation available to the Provider if such access poses an unacceptable risk of improper handling or dissemination of sensitive data.

1.5.5. The Department shall have the right to investigate any error attributable to the Provider relating to access or dissemination of records, as well as any instance of lost or missing data affecting records. The investigation may include, without limitation, auditing the Provider's performance and financial information. The Department may take any appropriate legal action as a result of such investigation.

1.5.6. The following summary of key security standards are applicable to all data covered by federal or state laws or regulations (Covered Data). The following list is not intended to be, and is not, exhaustive. The Provider must comply with all security requirements related to Covered Data and any other State of Florida data provided to, or collected by, the Provider acting on behalf of the Department as its Provider. Further, the Provider's employees, sub Providers, agents, or other affiliated third party persons or entities, as well as contracted third parties, must meet the same requirements of the Provider under this contract and all agreements with the Provider's employees, sub Providers, agents, Providers or other affiliated persons or entities shall incorporate the terms and conditions of data security into any contractual relationships established.

1.5.7. The Provider's own systems and premises shall be subject to inspection by the Department's representatives at any time to verify compliance with security requirements.

1.5.8. Any data communications involving the Department may also be monitored by the Department security or systems personnel for compliance with these requirements or misuse of the systems.

1.5.9. In the event that the Provider is allowed to electronically connect to any of the Department's facilities, the Department may suspend or revoke that connection at any time without notice if the Department has reason to believe that the security of the Department's systems may be compromised by a continuation of that connection.

1.5.10. The Department may require the Provider to accurately complete a self-audit questionnaire relating to the electronic information systems the Provider and any sub Providers or affiliates participating under this contract use.

1.5.11. Material security violations or improper information disclosures shall constitute sufficient grounds for a determination that the contract has been breached.

1.5.12. Access Controls:

1.5.12.1. Viewing and modification of Covered Data must be restricted to authorized individuals as need for business related use.

1.5.12.2. Unique authorization is required for each person permitted access to Covered Data and access must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements.

1.5.12.3. Access to all Covered Data provided to the Provider's employees, sub Providers, Providers, agents, or other affiliated persons or entities must meet

the same requirements of the Provider under this contract and all agreements with same shall incorporate the terms and conditions of data security in the access authorization.

1.5.13. Copying/Printing (applies to both paper and electronic forms):

1.5.13.1. Covered Data should only be printed when there is a legitimate need.

1.5.13.2. Copies must be limited to individuals authorized to access the Covered Data and have a signed CF114 on file with the Department.

1.5.13.3. Covered Data must not be left unattended.

1.5.14. Network Security:

1.5.14.1. All electronic communication including, but not limited to, Covered Data between the Provider and the Department shall use compatible, industry standard File Transfer Protocol software, using data encryption or a Virtual Private Network connection to ensure a secure file transfer, at no additional cost to the Department.

1.5.14.2. Covered Data must be protected with a network firewall using "default deny" rule set required.

1.5.14.3. Servers hosting the Covered Data cannot be visible to the entire Internet, nor to unprotected subnets.

1.5.15. Physical Security (Servers, laptops and remote devices on which Covered Data is stored). (For purposes of these standards, mobile devices must be interpreted broadly to incorporate current and future devices which may contain or collect Covered Data.):

1.5.15.1. The computing device must be locked or logged out when unattended.

1.5.15.2. Servers must be hosted in a secure data center hardened according to relevant security standards, industry best practices and the Department security policies.

1.5.15.3. Physical access to servers containing Covered Data must ensure physical access is monitored, logged and limited to authorized individuals twenty-four hours a day, seven days a week.

1.5.15.4. Routine back up of Covered Data is required and backed up Covered Data must be stored in a secure off-site location.

1.5.16. Remote access to systems hosting Covered Data:

1.5.16.1. Remote access to Covered Data must be restricted to the local network or a secure virtual private network.

1.5.16.2. Unsupervised remote access to Covered Data by third parties is not allowed.

1.5.16.3. Access to Covered Data by all third parties must adhere to the requirements of this contract.

1.5.17. Data Storage:

1.5.17.1. Storage of Covered Data on a secure server in a secure data center according to relevant security standards, industry best practices and the Department security policies is required.

1.5.17.2. Covered Data stored on individual workstations or mobile devices must use whole disk encryption. Encryption of backup media is similarly required to be encrypted.

1.5.17.3. Covered Data is not to be transmitted through e-mail or social networking sites unless encrypted and secured with a digital signature.

1.5.18. The Provider must meet all of the Department and State requirements for individual employee security, information security, and physical security of all non-public data in the possession of the Provider.

1.5.19. The Provider acknowledges that all Covered Data, other data and the Department content uploaded to the Provider's servers, workstations or mobile devices from the Department, or made accessible to the Provider's servers, workstations or mobile devices or personnel remains the property of the Department.

1.5.20. Termination provisions related to Data:

Within thirty (30) days after the termination or expiration of this contract for any reason, the Provider shall either: return or physically or electronically destroy, as applicable, all Covered Data provided to the Provider by the Department, including all Covered Data provided to the Provider's employees, sub Providers, agents, or other affiliated persons or entities according to the standards enumerated in D.O.D.5015.2 Electronic Records Management Software Applications Design Criteria Standard; or in the event that returning or destroying the Covered Data is not feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the Provider must continue to protect all Covered Data that it retains and agree to limit further uses and disclosures of such Covered Data to those purposes that make the return or destruction not feasible as the Provider maintains such Covered Data. This includes any and all copies of the data such as backup copies created at any Provider site. Upon request by the Department, made before or within sixty (60) days after the effective date of termination, the Provider will make available to the Department for a complete and secure (i.e., encrypted and appropriated authenticated) download file of the Department Covered Data in XML format including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. The downloaded file shall include all Covered Data provided to the Provider's employees, sub Providers, agents, or other affiliated persons or entities must also comply with this requirement. The Provider's employees, sub-contractors, agents, or other affiliated persons or entities must be available throughout this period to answer

questions about data schema, transformations, and other elements required to fully understand and utilize the Department's data file.

1.6. Service Task List

The provider is limited to those tasks listed in **Section 1.6**. Additional tasks may be required of the Provider as the project evolves:

1.6.1. General

1.6.1.1. The Debt Collection Services and Accounting Services (DC&A) Provider shall develop a comprehensive project management plan (DC&A Project Management Plan) for the Department approval, and shall manage and carry out the DC&A services in accordance with the DC&A Project Management Plan. The DC&A Project Management Plan must include at a minimum the following elements:

- a. Description of how the DC&A Provider plans to carry out the DC&A services. This description should include methodologies, strategies, standards, and approaches employed by the DC&A Provider for executing each of the DC&A activities within this Scope of Work of this ITN.
- b. Detailed schedule that includes activities, tasks, estimated start and end dates, durations, deliverables, and assigned resources to illustrate how DC&A services will be achieved. Coordinate and align the DC&A deliverable schedule with the project management office.
- c. Organizational structure which reflects, among other things, the need to coordinate activities among the DC&A Provider, the Medicaid Eligibility System Systems Integrator, and the Medicaid Eligibility System PMO.
- d. Description of resources assigned to activities, tasks and the DC&A deliverable creation.
- e. Description of the deliverables produced as a result of DC&A activities.

1.6.1.2. The DC&A Provider shall perform ongoing project monitoring activities and shall review and validate issues/deficiencies/risks identified with the project management team and the systems integrator. Project monitoring tasks include but are not limited to:

- a. Review and validate all project work plans and schedules, including staffing levels.
- b. Monitor all project milestones and costs.
- c. Perform ongoing assessments of project staffing levels (key and non-key personnel) and report on the ability to meet project schedule and milestones.

- d. Provide risk assessment reports for all project risks, with proposed mitigation strategies.
- e. Monitor the Medicaid Eligibility System project progress, as it relates to Benefits Recovery.

1.6.1.3. Upon termination of the contract, all records shall be returned to the Department.

1.6.1.4. The Provider shall report to the Department's contract manager incidents, or suspicions, of theft or other criminal activity committed, or believed to have been committed by, the Provider, its staff or employees, or by any subcontractor or its staff or employees, regardless of whether such incident or suspicion relates to the performance of any term or condition of the contract. Each incident or suspicion shall be reported to the contract manager no later than 24 hours after the Provider learns of the incident or suspects that a theft or crime occurred.

1.6.1.5. Collect data and submit performance measure results as specified in **Exhibit A**, Reports and **Section 2**, Performance Specifications.

1.6.2. DC&A Process

1.6.2.1. Analyze data and prioritize claims by highest impact collections.

1.6.2.2. The Provider shall submit collection communication to each debtor whose case is referred to the Provider by the Department.

- a. The first communication shall be submitted no more than thirty (30) calendar days from the date the debt was referred to the Provider.

- b. If timely payment is not received or a payment agreement is not established as set forth in the first communication, a second communication shall be submitted to the debtor no later than thirty (30) calendar days after the date the first communication was sent.

- c. The Department will provide a comprehensive list of all non-active debtors (those not on recoupment and not making payments as listed in the Department's over 60 day report) and the Provider will develop criteria, with the approval of the Department, for prioritizing those claims for which further collection will be practicable. Using currently accessible data, the provider will utilize these criteria in analyzing past performance to prioritize claims to maximize the potential return on investment. Results will be provided to the Department in a quarterly status report.

1.6.2.3. Federal regulations require that all Food Stamp debtors must send a signed repayment agreement to the Department and make continuous monthly payments in order to avoid collection of their Food Stamp claim through the Treasury Offset Program (TOP).

- a. The Provider shall attempt to obtain a signed repayment agreement on all claims except for those debtors who are in the TOP sixty-day communication process. The Department will handle any

repayment agreements for those debtors in the TOP sixty-day communication period. However, the Provider may enter into a repayment agreement with the same debtor for all other claims except for Food Stamp TOP debts.

b. The Provider must ensure the client is informed that these agreements do not and cannot include their Food Stamp TOP debt(s). To minimize potential duplication of effort, the Department shall submit electronically on a quarterly basis to the Provider a list of TOP clients.

c. When a repayment agreement is made between the Provider and the debtor, the Provider shall complete the repayment agreement screen or other screens on IBRS as specified by the Department and the Provider shall inform the debtor that payments should be made payable to the State of Florida, Department of Children and Families. The Provider may, with approval of the Department, establish alternative methods of payment, including, but not limited to, auto-payments, credit and debit card payments and an electronic, web-based payment system. All costs incurred for the establishment and maintenance of alternative payment methods shall be the sole responsibility of the Provider.

1.6.2.4. The Provider shall, per Departmental guidelines and Department contract manager Office of Revenue Management procedures for processing live payments, record or post on the IBRS System all payments received by the Provider from or on behalf of a debtor except those payments excluded by other provisions of the contract. Payments shall be posted within one (1) business day from the date of receipt of the payment. All payments received from sources other than debtors (e.g. Department of Corrections, etc.) shall be forwarded and if necessary, payments returned to the sender for proper transmission to the Department of Children and Families. The determination and decision of the Office of Revenue Management will be final in these cases. The provider shall not receive compensation for these payments.

1.6.2.5. The Provider shall use all available and alternative data sources to obtain current debtor contact information, such as FLORIDA, Internet and any other internal resources, to obtain updated debtor contact information, including address and phone number, while maintaining Department confidentiality.

1.6.2.6. The Provider shall be required to deposit all payments received from or on behalf of a debtor whose case is referred to the Provider by the Department into a State of Florida Clearing Account within one (1) business day of receipt of payment except for payments forwarded to the Department.

1.6.2.7. The Provider shall correct erroneous information related to a debtor's account within three (3) business days after learning of the error whether the

error is discovered or reported by the debtor, the Department, or the Provider, or by some other source.

1.6.2.8. The Provider shall initiate the refund payments process within five (5) business days of notice of the overpayment for all payments in excess of the total amount of the overpayment claim(s).

a. The Department posts federal payments or lottery winnings, payroll deduction withheld from state workers' pay, Department of Corrections (DOC) payments, and offsets debtor's public assistance benefits. The Provider shall initiate the refund for credit balances caused by payments posted by the Provider and the Department will initiate the refund for credit balances caused by payments posted by the Department.

b. Requests for refund of payments shall be initiated through IBRS using the Application for Refund from State of Florida, Form DBF-AA-4, and submitting a completed form to the Department's contract manager. The monthly invoice payment to the Provider will be adjusted to reflect the refunds processed and adjustments made accordingly.

c. Refund transactions shall be recorded or posted to the debtor's account within five (5) business days after the Provider is notified that a refund occurred.

1.6.2.9. The Department has established and maintains internal controls to adequately safeguard the receipt and processing of payments, which the Provider shall follow in the handling of cash collections as well as checks and money orders.

a. These controls are in accordance with generally accepted accounting principles. Minimum controls are outlined in Chapter 1 of Benefit Recovery Payments Processing Manual and IBRS guidelines.

b. The Department must approve any changes in these controls in advance and in writing.

c. These Internal Controls include review and reconciliation procedures to insure payments received are timely deposited into the state treasury account and properly posted to the recipient's accounts.

d. There shall be available supporting documentation as to payments received and posting of payments to recipient's accounts.

1.6.2.10. The Provider shall attend Fair Hearings relating to each debtor whose case or claim is referred to the Provider pursuant to the contract.

1.6.2.11. If a debtor's account must be adjusted as a result of a hearing, such adjustment shall be made within three (3) business days after the date the Provider receives written notice of the outcome of the hearing.

a. The debtor's case file shall include copies of all written administrative or judicial decisions, and of all written documents or records related to adjustments to a debtor's account.

b. The Provider shall report to the Department the results of each Fair Hearing attended by the end of each month.

1.6.2.12. The Provider shall collect feedback from clients:

a. Post-transaction surveys, at the end of a phone or mail discussion leading to a new payment agreement, or late payment.

1.6.2.13. The Provider shall conduct reviews of their collection activities by having supervisors, trainers or process improvement teams listening in on phone conversations.

1.6.2.14. The Provider shall develop systems and processes to automatically flag clients that miss monthly payments and engage in outbound collection activities that meet with the professional standards of private collection agencies.

1.6.2.15. The Provider shall develop a team and process for assessing historic referrals, claims, collections and court actions to help front-end eligibility workers better evaluate eligibility, and better create referrals. The Provider and the Department should meet quarterly to review data.

1.6.3. Optional Services: Pre-Claim Process

1.6.3.1. The Provider shall support investigative activities, prior to a claim being established, to determine if a claim should be established based on a referral. The Provider shall not interpret or apply policy to establish a claim.

1.6.3.2. The Provider shall ensure that every referral includes an investigation for other claims.

1.6.4. Staffing Requirements

1.6.4.1. Staffing Levels.

a. The Provider shall maintain at minimum the staffing levels specified in the Provider's response to the ITN. Any changes to staff must be approved by the Department.

1. If the Provider cannot meet the tasks and deliverables listed in this contract the Department can mandate additional staff be added in order to meet the tasks and deliverables.
2. The Provider shall employ sufficient staff to ensure they meet all requirements under this contract in a timely and accurate manner even in the case of absence of multiple staff due to vacations, illness, or other reasons.
3. The Provider shall not ignore or bypass internal security procedures in order to meet requirements timely and accurately.
4. The Department reserves the right to require the Provider to hire additional staff if the Provider fails to meet requirements of the contract in a timely and accurate manner.

b. Provider Representative Position: The Provider shall have a representative assigned to administer all aspects of the contract.

1.6.4.2. Professional Qualifications

a. The Provider shall determine the professional qualifications for its staff. All staff shall take and pass the Department's security and HIPAA training and any other training deemed necessary by the Department within Department guidelines.

b. Staffing Changes.

1. Upon change or vacancy in any of the full time equivalent staff positions described in **Section 1.6.4.1, Staffing Levels** the Provider shall notify the contract manager, in writing, within five (5) calendar days of the change or vacancy.
2. Whenever the Provider gains or loses staff, the Provider shall complete the Department of Children and Families security access forms and return completed forms to the Department's contract manager.
3. Any change in the Provider Representative identified in the Standard Contract, Section III.e.4. shall be notified immediately, in writing, to the contract manager.
4. No staff changes shall be considered final until approved by the Department.

c. Staff Training - All Provider staff associated with this contract must attend the Department security training within ten (10) business days of hire by the Provider. Staff must also complete other Department training as required.

d. Subcontractors.

1. The Provider shall neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior approval of the Department, which shall not be unreasonably withheld. Any assignment or transfer of responsibility for the performance of tasks required by this contract occurring without prior approval of the Department shall be null and void.
2. Subcontracting shall in no way relieve the Provider of any responsibility for performance of its duties under the terms of this contract. The Provider currently sub-contracts with Modern Mailers. Modern Mailers provides mailing services to the Provider. These include folding, stuffing, sorting, and mailing. The Department has approved the use of this subcontractor.
3. The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime contractor.

4. In accordance with Section 414.37 F.S., should career service employees of the Department of Children and Family Services be subject to layoff after July 1, 1995, due to the privatization of public assistance overpayment recovery functions, the privatization contract shall require the contracting firm to give priority consideration to employment of such employees. In addition, a task force composed of representatives from the Department of Children and Family Services and the Department of Management Services shall be established to provide reemployment assistance to such employees.

1.7. Responsibilities

1.7.1. Department Responsibilities

The Department shall:

- 1.7.1.1. Provide a Department Contract Manager.
- 1.7.1.2. Conduct any required coordination, communication, and document distribution with any entities external to the Department, including the Florida Legislature, Legislative staff, other State agencies, the Governor's office, and other entities as required.
- 1.7.1.3. Monitor the ongoing activities, through status meetings and deliverable reviews, of the DC&A Provider to verify that all activities are being performed in accordance with this ITN.
- 1.7.1.4. Review and provide comment or approval of draft deliverables and/or reports within agreed time frames.
- 1.7.1.5. Review all deliverables and authorize payment. Deliverables should be complete and comply with the terms of this ITN.
- 1.7.1.6. Review invoices for accuracy and thoroughness and process them in accordance with section 215.422, F.S.
- 1.7.1.7. Be available for consultation throughout the project.
- 1.7.1.8. Review and approve the assignment of all DC&A team members, both initially proposed and any subsequent changes.
- 1.7.1.9. Attend monthly status meetings.
- 1.7.1.10. Review weekly status reports.
- 1.7.1.11. Maintain paper, electronic and final archive copies of all DC&A Provider deliverables.
- 1.7.1.12. Provide meeting sites when necessary.
- 1.7.1.13. Provide workspace as required for Provider-staff to work on-site as necessary for project activities.

1.7.1.14. Upon written request to the contract manager and when deemed necessary by the Department, the Department agrees to provide technical assistance concerning the terms and conditions of this contract.

1.7.1.15. The Department's failure to provide such technical assistance does not relieve the Provider of its responsibilities to ensure compliance with all state and federal laws, rules, and regulations or performance under the terms of this contract.

1.7.1.16. The Department shall provide case files, documentation, and information relating to debtors and their accounts presently in the possession of the current provider.

1.7.1.17. IBRS information technology resources shall be available to the Provider upon request in writing. The IBRS system is accessed through the Department's intranet site.

1.7.1.18. The Department shall provide training for any Department systems required (IBRS, etc.).

1.7.1.19. The Department will consider requests for additional information technology resources, including providing a bi-weekly list of all individuals who were mailed an initial demand letter from the Department. However, the provider shall not initiate communication until after the response period for the initial demand letter has expired. All requests are subject to competing demands within the Department.

1.7.1.20. The Department will provide access to and receive assistance from the FLORIDA Help Desk for the Provider.

1.7.1.21. The Department will consider variations to the on-line operating hours of the IBRS System different than those that currently exist. The impact on the current IBRS environment will have to be determined with variations subject to approval or denial by the Department.

1.7.2. Provider Responsibilities

The awarded Provider shall:

1.7.2.1. Designate an individual to manage any contract with the State of Florida entered into as a result of this ITN.

1.7.2.2. Perform all activities identified in the ITN and provide all deliverables in the manner and timeframes described in the ITN or in the contract resulting from this ITN.

1.7.2.3. Deliver all materials required or related for federal gate reviews in time for inclusion in federal project gate reports.

1.7.2.4. Abide by the State of Florida Department of Management Services' Management Consulting Services Contract (#973-001-06-1).

1.7.2.5. Provide all administrative needs to support the DC&F effort, including but not limited to travel, office services, equipment (e.g., personal

computers, software, fax machines, copiers), and any other special equipment or supplies for use by the DC&A staff.

1.7.2.6. Submit invoices monthly in a manner prescribed by this ITN.

1.7.2.7. Schedule requests for information and meetings so as to minimize the impact on the Department staff and the project team.

1.7.2.8. Respond to inquiries or requests from the Department within agreed upon time frames.

1.7.2.9. Produce all documentation using the Microsoft Office product suite and Adobe Acrobat (.pdf).

1.7.2.10. At the end of the project, provide final copies of all reports in electronic format for archive purposes.

1.7.2.11. Provide contact telephone numbers during normal business hours and an e-mail address to facilitate communication.

1.7.2.12. Provide laptops and any other equipment required for Provider-assigned staff to work on-site.

1.7.2.13. Obtain written approval from the Department Contract Manager for proposed changes to staffing prior to the change, as necessary. Submit a written explanation for the change and attach the proposed replacement's resume for review and consideration.

2. PERFORMANCE SPECIFICATIONS

Ref#	Measure Description	Standard	Frequency of Measurement
1	Collection communication sent for claims over 30 days	100%	Weekly
2	Second collection communication sent for claims between 31-60 days old	100%	Weekly
3	Payment posted within one business day	100%	Daily
4	Payments deposited within one business day	100%	Daily

Additional performance specifications will be added after mutual agreement is reached with the selected Provider and the Department.

2.1. Performance Evaluation Methodology

Percentage of compliance shall be determined for each associated measure:

1.7.3. The number of initial communications sent divided by the number of claims thirty (30) days old equals one (1).

1.7.4. The number of second collection communications sent divided by the number of claims thirty one (31) to sixty (60) days old equals one (1).

1.7.5. The number of payments posted divided by the number of payments one (1) business day old equals one (1).

1.7.6. The number of payments deposited divided by the number of payments deposited within one (1) business day equals one (1).

2.2. Performance Standards Statement

By execution of this contract the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances.

3. DELIVERABLES

3.1. Service Units

A unit of service corresponds to each task listed in **Section 1.6**. Each unit of service shall be delivered in accordance with the terms and conditions of this contract and performed in a manner acceptable to the Department.

3.2. Records and Documentation

The Provider shall maintain the following records and documentation, any of which may be maintained in electronic format:

3.2.1. Copies of all payments received and posted, copies of all documentation associated with all deposits and reconciliation of the deposits, documentation of all contact with clients, the Department and other entities relating to the Provider's activities under this contract.

3.2.2. Records of all communications with debtors pursuant to **Section 1.6.3.2**.

3.2.3. All source documents or supporting documentation used to determine compliance with performance measures; and

3.2.4. Copies of time documentation for each staff paid in whole or in part with these contract funds to support staff effort.

3.3. Reports

The list of the reports to be completed by the Provider, including the time frame for their final due dates, frequency, and format are all specified in **Exhibit A, Reports**.

3.3.1. Delivery of reports shall not be construed to mean acceptance of those reports; acceptance of required reports shall constitute a separate act and must be approved by the contract manager as such.

3.3.2. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the limits set forth in this contract. The Provider shall, without additional compensation, correct or revise any incomplete, inadequate, or unacceptable reports.

3.3.3. The Department, at its option, may allow additional time for the Provider to remedy the objections noted by the Department, or the Department may, after giving the Provider a reasonable opportunity to make a report complete, adequate, or acceptable to the Department declare this contract to be in default.

3.3.4. The Provider shall work with the Department to ensure the reliability of data collected through established reporting formats appropriate to the program.

3.4. Department Determinations

3.4.1. The Department reserves the exclusive right to make certain determinations. The absence of the Department setting forth a specific reservation of right does not mean that all other areas of the contract are subject to mutual agreement.

3.4.2. The Department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients which are served by the Department either directly or through any one of its Community-Based Care agencies.

3.4.3. The Department reserves the right to determine satisfactory performance of the Provider in carrying out tasks and completing deliverables specified in this contract through review of status reports on deliverables and reports on service tasks to be submitted by the Provider and monitoring conducted by the Department.

3.4.4. Final authority in all disputes related to this contract rests solely with the Department. This includes, but is not limited to data collection, monitoring, payment, and reporting.

3.4.5. The Department's determination of acceptable services shall be conclusive. Any payment due under the terms of this contract may be held until all requirements of this contract are met and documentation to support the request for payment claim is complete and satisfactory to the Department.

3.4.6. The Department reserves the right to make the final determination on the acceptability of all determinations of non-collectible debts. The Department reserves the exclusive right to determine whether a debt is non-collectible for purposes of suspending collection activities, whether and to what extent a public records request must be honored, whether a required report is completed to the Department's satisfaction, whether the Provider shall be required to safeguard and store confidential debtor information and the meaning or interpretation of Departmental policies, procedures and practices governing the Benefit Recovery Program and all activities and transactions related to the administration of the Benefit Recovery Debt collection project.

4. METHOD OF PAYMENT

4.1. Payment Clause

The Department will pay the Provider for services rendered after the transition period as provided in the fee schedule which is described in **Section 4.2**. The Department will pay the Provider for services provided during the previous calendar month.

This contract is funded by and subject to annual legislative appropriations.

4.2. Invoice Requirements

The Provider shall prepare and submit an invoice for services within forty-five (45) days after the last day of each calendar month. The Provider's invoice shall be accompanied by detailed documentation that supports each line item identified in the Provider's invoice. Two (2) originals of each invoice and two (2) copies of all supporting documentation shall be required to be provided to the Department for approval. Approval of an invoice for payment is a separate action than the Department's approval of the delivery of deliverables and services.

The actual content and format of the successful Provider's invoice will be subject to approval of the Department. At a minimum, the monthly invoice for Benefits Recovery services rendered during a previous month must contain:

1. Report period (month/year)
2. Previous amount due/payments received
3. Total Invoice Amount
4. Total Invoiced to Date
5. Computation of % of Recoveries
6. Computation of Fixed Fee
7. Total NSF Returns
8. Total Corrections
9. Number Communications Sent during the period

Each invoice shall include the contract number, the dates on which services were rendered and the monthly operational reports on performance metrics. All invoices for fees or other compensation for services shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

1. The Department's Contract Manager or his or her designee shall review and, if appropriate, approve the invoice prior to payment being made.
2. All monthly services must be invoiced to the Department within forty-five (45) days following the end of the service month unless the Contract Manager is notified in advance of problems with the invoice(s).

5. SPECIAL PROVISIONS

5.1. Contract Renewal

This Contract may be renewed for one term not to exceed three (3) years, or for the original term of the contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract and any written amendments signed by the parties.

5.2. Records Retention

The Provider shall retain all records for a period of six (6) years after the provider receives final payment and all other pending matters, including audits or litigation regarding the terms of this subcontract, are closed, or longer if required by law.

5.3. Bonding Clause

The Provider, at his sole cost and expense (i.e., Provider will not be separately reimbursed), shall obtain and maintain at all times during the term and any extension term(s) of this contract malpractice insurance coverage in the amount of at least \$1,000,000. Provider shall obtain and maintain such coverage with a state licensed surety company with respect to all of provider's employees as may be necessary to protect the department against losses, including, without limitation, those arising from theft, embezzlement, fraud, or misplacement of funds, money, or documents. The issuer, policy terms and forms and amounts of coverage, including applicable deductibles, shall be satisfactory to the department. Provider shall notify the department in writing within five (5) business days of the first notice or proposal of cancellation, termination, or modification of coverage which provider receives. Provider shall notify the department in writing within five (5) business days of filing a claim under such coverage and to assign to the department the proceeds of such coverage allocable to losses suffered with respect to the property of the department.

5.4. Errors and Omissions Insurance

The provider, at his sole cost and expense, shall, either: (1) obtain and maintain at all times during the term of this contract errors and omissions insurance coverage in the amount of at least \$1,000,000.00 covering provider and its employees issued by a state licensed insurance company or (ii) obtain and deliver to the department, upon execution of this contract an unconditional, irrevocable letter of credit in the amount of \$1,000,000 issued in the department's favor by a financial institution acceptable to the department, which letter of credit shall have an expiration date no earlier than thirty days after the termination or expiration of this contract, as it may be extended. The issuer, policy terms and forms and amounts of any errors and omissions insurance coverage, including applicable deductibles, shall be satisfactory to the department from the insurance company. Provider shall notify the department in writing within five (5) business days of the first notice or proposal of cancellation, termination, or modification of coverage received.

LIST OF EXHIBITS

Exhibit A, REPORTS

EXHIBIT A - REPORTS

The reports identified in this Exhibit shall be completed and submitted by the Provider in accordance with the listed schedule. The current required format for such reports is identified below. Changes to the Report List may be required as the project evolves. The contract manager will notify the Provider in writing of any changes to format, submission requirements, or additional reports required. If the due date for a report falls on a holiday or weekend, the report will be due the next business day.

Report Title	Format	Frequency of Report	Submit To
Invoice	PDF	Monthly, thirty (30) days from the last day of the invoice month	One (1) electronic copy to the Department Contract Manager
Summary of All Districts Reconciliation Sheet	Microsoft Excel, PDF	Monthly, ten (10) business days from the last day of the report month	One (1) electronic copy to the Department Contract Manager
Daily Deposits	Microsoft Excel, PDF	Daily, Date Posted	One (1) electronic copy to the Department Contract Manager
Letters Sent - Count	Microsoft Excel, PDF	Monthly, ten (10) business days from the last day of the report month	One (1) electronic copy to the Department Contract Manager
Quarterly status report on claim prioritization	Microsoft Excel, PDF	Quarterly, with the first deliverable being ninety (90) days after award date	One (1) electronic copy to the Department Contract Manager

ATTACHMENT II

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

Application or Contract Number

Name and Address of Organization

ATTACHMENT III
FINANCIAL AND COMPLIANCE AUDIT ATTACHMENT

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs

and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in

State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (1 copy)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: single_audit@dcf.state.fl.us

- C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at: <http://harvester.census.gov/fac/collect/ddeindex.html> and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

Exhibit 1 to Attachment III

POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

PROVIDER NAME :

CONTRACT #

PURPOSE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require information about Federal programs and State projects be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

I. FEDERAL FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Specific compliance requirements for Federal funds awarded pursuant to this agreement can be found in OMB Circular A-133, Appendix B: Compliance Supplement at: www.whitehouse.gov/omb/circulars.

II. STATE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. MATCHING FUNDS FOR FEDERAL PROGRAMS:

State funds reported above may include maintenance of effort funding. This occurs when a CFDA number is associated with state funds used to meet federal maintenance of effort requirements.

B. STATE FUNDS SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Specific compliance requirements for the State financial assistance awarded pursuant to this agreement can be found in Part Four: State Project Compliance Requirements of the Florida Single Audit Act at www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html.

C. STATE FUNDS AWARDED NOT INCLUDED ABOVE:

Compliance requirements applicable to these funds can be found in the contract.

APPENDIX V: QUESTION SUBMITTAL FORM

Each Provider shall complete the form provided based on its questions relating to this ITN. The completed form shall be submitted in accordance with the instructions provided in **Section 2.8** of the ITN. The electronic response must be submitted as a Microsoft Word file format. This form may be expanded as needed to facilitate response to this requirement.

Provider Name: [Enter Legal Name of Provider]

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

[Add rows as necessary.]

*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

*Name and Title of Authorized Representative

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

APPENDIX VI: MANDATORY REQUIREMENTS CHECKLIST

Mandatory Criteria for: ITN # 07F13GC1	
Print Provider's Name (Department):	
Print Name of Department Reviewer (Procurement Manager):	
Signature of Department Reviewer:	Date:
Print Name of Department Witness:	
Signature of Department Witness:	Date:
<p>1. Was a Notice of Intent to Submit a Reply completed by the provider and received by the Procurement Manager by the date and time and at the location specified in the solicitation?</p> <p><input type="checkbox"/> Pass (YES) <input type="checkbox"/> Fail (NO)</p> <p>Comments:</p> <hr/>	
<p>2. Was the reply received by the Procurement Manager by the date and time and at the location specified in the solicitation?</p> <p><input type="checkbox"/> Pass (YES) <input type="checkbox"/> Fail (NO)</p> <p>Comments:</p> <hr/>	
<p>3. Does the reply include APPENDIX I – Certificate of Signature Authority that has been properly completed and signed?</p> <p><input type="checkbox"/> Pass (YES) <input type="checkbox"/> Fail (NO)</p> <p>Comments:</p> <hr/>	
<p>4. Does the reply include APPENDIX II – Providers Certifications that has been properly completed and signed?</p> <p><input type="checkbox"/> Pass (YES) <input type="checkbox"/> Fail (NO)</p> <p>Comments:</p> <hr/>	
<p>5. Does the reply include a Programmatic Reply submitted in a separate sealed envelope as required by Section 4.1.5?</p> <p><input type="checkbox"/> Pass (YES) <input type="checkbox"/> Fail (NO)</p> <p>Comments:</p> <hr/>	

APPENDIX VII: SUBCONTRACTOR LIST

The lists will identify the subcontractors who will perform work under the contract(s) resulting from this solicitation.

The Provider shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in the related subcontracted services and is qualified to provide the services for which each subcontractor is listed.

In the event that no subcontractor(s) will be used, this list shall be returned indicating "No Subcontractors will be used."

CHECK HERE IF NO SUBCONTRACTORS WILL BE USED:

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

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

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

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

[Duplicate table as necessary for additional subcontractors.]

*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

*Name and Title of Authorized Representative

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

APPENDIX VIII: PUR 1001 (10/06)

60A-1.002(7), F.A.C.

State of Florida

PUR 1001

General Instructions to Respondents

Contents

1. Definitions.
2. General Instructions.
3. Electronic Submission of Responses.
4. Terms and Conditions.
5. Questions.
6. Conflict of Interest.
7. Convicted Vendors.
8. Discriminatory Vendors.
9. Respondent's Representation and Authorization.
10. Manufacturer's Name and Approved Equivalents.
11. Performance Qualifications.
12. Public Opening.
13. Electronic Posting of Notice of Intended Award.
14. Firm Response.
15. Clarifications/Revisions.
16. Minor Irregularities/Right to Reject.
17. Contract Formation.
18. Contract Overlap.
19. Public Records.
20. Protests.
21. Limitation on Vendor Contact with Agency During Solicitation Period

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. 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:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall 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.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall 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.

7. 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 on a 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 of 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.

8. Discriminatory Vendors. An 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 public entity.

9. 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 shall 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.
- Respondent currently 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, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer 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 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 State.
- The respondent has made a diligent inquiry of its employees and agents 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.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be 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 Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer 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.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a Vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer 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 Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that

the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer 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.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall 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.

18. Contract Overlap. Respondents shall identify any 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 Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code, require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, 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, Florida Statutes."

21. Limitation on Vendor Contact with Agency During Solicitation Period. 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 response.

APPENDIX IX: PUR 1000 (10/06)

60A-1.002, F.A.C.

State of Florida

PUR 1000

General Contract Conditions

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C., shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001, if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A

Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State 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 State 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 Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs 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 agents, employees, partners, or subcontractors, 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 State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any 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 procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any 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 shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them 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 State 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.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall 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 shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract, if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted

products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers, if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. 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 goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, 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 Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall 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 shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. 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 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946, F.S. (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4), F.S.; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S., requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in section 413.036(1) and (2), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer'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.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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APPENDIX X: COST REPLY WORKSHEET

The Cost Reply Worksheet below should be completed in its entirety by the Provider. The total price provided must be all-inclusive and shall include report production and other miscellaneous expenses as applicable.

Cost Reply Worksheet

Fixed Fee Pricing Section			
Task*	Fee per unit	Calculation	Amount**
Fixed Fee Support		Fee per unit x # of units	
Sub Total of Fixed Fee Pricing			
Variable Fee Pricing Section			
Monies Recovered	Fee as a percent of monies recovered	Calculation	Amount
\$0 - \$599,999.99		Percent x 599,999.99	
\$600,000.00 - \$1,249,999.99		Percent x 650,000.00	
In excess of \$1,250,000.00***		Percent x 1,750,000.00	
Sub Total of Variable Fee Pricing			
Total Proposed Price		Add Sub Totals	

* A Task could include:

- Each Referral investigated
- Each Claim submitted

** The Total Fixed Fee Amount of this contract has a not to exceed limit of \$550,000.00

*** Assume Maximum monies recovered is \$3,000,000.00

Appendix XI: Provider References

Provider Name: _____

Providers are required to submit with their response three (3) references for whom they have provided services similar to those referenced in this ITN. Providers shall use this attachment to provide the required reference information. The Department reserves the right to contact all references provided and make a responsibility determination, not subject to review or challenge. Please provide at least two (2) contact names for each client reference provided.

	Client Name 1:	Client Name 2:	Client Name 3:
Client Address:			
Client Contact Name:			
Client Contact Phone Number:			
Client Contact Email:			
Alternate Client Contact Name:			
Alternate Client Contact Phone Number:			
Alternate Client Contact Email:			
Type of Work:			
Description of Work:			
Service Dates (From/To):			
Activities Similar to Scope of Work:			

***Authorized Signature**

Title

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