

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
STATE MENTAL HEALTH FACILITIES**



INVITATION TO BID

**ONE HOSPITAL BUDGET AND REVENUE PROGRAMS
EXPERT**

ITB#: ITB201908REV

Release Date: SEPTEMBER 3, 2019

Commodity:

80101603 Economic or financial evaluation of projects
80101607 Project impact assessment

TABLE OF CONTENTS

SECTION 1. INTRODUCTION 4

1.1 Introduction to the Procurement 4

1.2 Statement of Purpose 4

1.3 Term of the Agreement..... 4

1.4 Contact Person and Procurement Manager 4

1.5 Definitions 4

1.6 Supporting Documentation..... 4

1.7 Small, Minority, and Florida Certified Veterans Business Participation 5

SECTION 2. ITB PROCESS..... 5

2.1 General Overview of the Process 5

2.2 Official Notices and Public Records 5

2.3 Protests and Disputes 5

2.4 Limitations on Contacting Department Personnel and Others 6

2.5 Schedule of Events and Deadlines..... 6

2.6 Pre-bid Conference..... 7

2.7 Written Inquiries 7

2.8 Notice of Intent to Submit a Bid..... 7

2.9 Receipt of Bids 7

2.10 Form PUR 1001 8

2.11 Department’s Reserved Rights 9

SECTION 3. SPECIFICATIONS..... 9

3.1 Mandatory Requirements 9

3.2 Minimum Programmatic Specifications 9

3.3 Minimum Financial Specifications 10

3.4 Vendor Registration in MyFloridaMarketPlace 10

3.5 Composition of the Contract 10

3.6 Order of Precedence 10

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITB 11

4.1 How to Submit a Bid..... 11

4.2 Content of the Bid 12

4.3 Public Records and Trade Secrets 14

SECTION 5. THE SELECTION METHODOLOGY	15
5.1 Application of Mandatory Requirements.....	15
5.2 Evaluation Methodology.....	15
APPENDIX I: NOTICE OF INTENT TO SUBMIT A BID.....	18
APPENDIX II: CERTIFICATE OF SIGNATURE AUTHORITY	19
APPENDIX III: VENDOR’S CERTIFICATIONS.....	20
APPENDIX IV: QUESTION SUBMITTAL FORM.....	25
APPENDIX V: MANDATORY REQUIREMENTS CHECKLIST	26
APPENDIX VI: SUBCONTRACTOR LIST	28
APPENDIX VII: CF STANDARD CONTRACT PART 1.....	29
APPENDIX VIII: CF STANDARD CONTRACT PART 2.....	30
APPENDIX IX: FEDERAL GRANT COMPLIANCE INTRODUCTION	31

SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement

The Department of Children and Families (Department), State Mental Health Treatment Facilities is issuing this solicitation for the purpose of contracting with a vendor to provide an expert in revenue programs and budgetary practices. Any person interested in submitting a bid must comply with any and all terms and conditions described in this Invitation to Bid (ITB).

1.2 Statement of Purpose

The Department is seeking a vendor to provide a revenue expert to assist in the consolidation and enhancement of revenue programs for the One Hospital model. Services will also be sought to expand and enhance budgetary practices for the three state mental health facilities, Florida State Hospital (FSH), Northeast Florida State Hospital (NEFSH), and North Florida Evaluation and Treatment Center (NFETC).

1.3 Term of the Agreement

The anticipated start date of the resulting contract is February 1, 2020. The anticipated duration of the contract is three years after the start of service. The contract may be renewed for a period not to exceed three (3) years or for the term of the original 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 including any amendments.

1.4 Contact Person and Procurement Manager

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

Florida Department of Children and Families
Ricky Goodman

Mailing Address:
Florida Department of Children and Families
7487 S SR 121
Macclenny, FL 32063

Ricky.Goodman@myflfamilies.com

All contact with the Procurement Manager shall be in writing via electronic mail, U.S. Mail, or other common courier. Use of email for contact is permitted.

1.5 Definitions

The program or service specific terms and definitions that apply to the RFP can be found <http://ewas.dcf.state.fl.us/asc/glossary/glossary.asp>.

1.6 Supporting Documentation

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

Subject	Description	Link
PUR 1000 FORM	PUR 1000 FORM General Contract Conditions	http://dms.myflorida.com/content/download/1906/8059 or http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_pdf

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 any scheduled conferences, conference calls, pre-solicitation, or pre-proposal meetings. All vendors shall be accorded fair and equal treatment.

SECTION 2. ITB PROCESS

2.1 General Overview of the Process

Bids that meet the Mandatory Requirements of this ITB and are otherwise responsive will be eligible for evaluation. Following the evaluation and the Secretary’s decision regarding the recommended ranking, the Department will post a notice of intended contract award, identifying the vendor(s) selected for award.

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the ITB

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) located at: http://www.myflorida.com/apps/vbs/vbs_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 “Advertisement Search”

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

2.2.2 Public Records

All electronic and written communications pertaining to this ITB, whether sent from or received by the Department, are subject to the Florida public records laws located in Chapter 119, Florida Statutes. **Section 4.4** 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 subsections 120.57(3) and 287.042(2), Florida Statutes, and Chapter 28-110, Florida Administrative Code.

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

2.4 Limitations on Contacting Department Personnel and Others

2.4.1 General Limitations

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state approved holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. As part of a response to a Department request for additional or clarifying information, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager for such purposes.

2.4.2 Violation of Contact Limitations

Violations of **Section 2.4** of this ITB will be grounds for rejecting a bid, if determined by the Department to be material in nature.

2.5 Schedule of Events and Deadlines

Activity	Date	Time Eastern	Address	Section Reference
ITB advertised and released on Florida VBS:	September 3, 2019	1:00 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:	September 6, 2019	1:00 PM	Attn: Ricky Goodman Procurement Manager Dept. of Children & Families 7487 S SR 121 Macclenny, FL 32063	2.7
Anticipated date for posting Department's Response to Inquiries:	September 10, 2019	5:00 PM	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.7
Notice of Intent to Submit a Bid	September 9, 2019	5:00 PM	Attn: Ricky Goodman Procurement Manager Dept. of Children & Families 7487 S SR 121 Macclenny, FL 32063	2.8
Sealed Bid must be received by the Department:	September 13, 2019	1:00 PM	Attn: Ricky Goodman Procurement Manager Dept. of Children & Families 7487 S SR 121 Macclenny, FL 32063	2.9, 4.1
*Bid Opening:	September 13, 2019	3:00 PM	7487 S SR 121 Macclenny, FL 32063	4.2.2, 5.2

Activity	Date	Time Eastern	Address	Section Reference
Anticipated Posting of Intended Contract Award:	September 16, 2019	12:00 PM	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.5.4
Anticipated Effective Date of Contract:	February 1, 2020	N/A	N/A	1.3
All vendors are hereby notified that meetings noted with an asterisk above () are public meetings open to the public and may be electronically recorded by any member of the audience.				

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 ITB, posting on the VBS is the only official notice recognized for the purpose of determining timeliness in the event of protest.

2.6 Pre-bid Conference

There will be no Pre-Bid Conference for this ITB. The Department shall be only bound by written information that is contained within the solicitation documents or formally posted as an addendum, or a response to vendor questions per Section 2.7.

2.7 Written Inquiries

Prospective vendor questions will only be responded to with written information if submitted as written inquires to the Procurement Manager as 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**. Vendors should use the template provided in **APPENDIX IV** of this ITB 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 at: http://www.myflorida.com/apps/vbs/vbs_www.main.

Any addenda or written responses supplied by the Department will subsequently become part of this solicitation.

2.8 Notice of Intent to Submit a Bid

Vendors who are interested in responding to this ITB are encouraged to send a Notice of Intent to Submit a Bid (**APPENDIX I**) to the Procurement Manager specified in Section 1.4, on or before the date and time specified in Section 2.5.

2.9 Receipt of Bids

2.9.1 Bid Deadline

Bids 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

vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective vendor.

2.9.2 Binding Bid

By submitting a bid, each vendor agrees its bid shall remain a valid offer for at least thirty (30) calendar days after the bid opening date and, in the event the contract award is delayed by appeal or protest, such thirty (30) calendar day period is extended until entry of a final order in response to such appeal or protest.

2.9.3 Changes to Bids After Submission Prohibited

Once the bid opening deadline has passed, no changes, modifications, or additions to the bids submitted will be accepted by or be binding upon the Department until the Department initiates negotiations or requests supplemental bids. The Department reserves the right to correct minor irregularities, but is under no obligation to do so.

2.9.4 Receipt Statement

Bids that are not received at either the specified place by the specified date and time will be rejected and returned unopened to the vendor by the Department. The Department will retain one unopened original for use in the event of a dispute.

2.9.5 Application of Mandatory Requirements

A vendor must comply with all Mandatory Requirements in order to be considered for selection under this ITB. The mandatory requirements for this ITB are set forth in **Section 4.2.2**.

2.9.5.1 The Procurement Manager will examine each bid to determine whether the bid meets the Mandatory Requirements specified in **Section 4.2.2**.

2.9.5.2 A bid that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

2.9.5.3 Meeting the Mandatory Requirements alone will not impact any ranking in the bid comparison process.

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

2.9.6 Request to Withdraw Bid

A written request to withdraw a bid, signed by the vendor, may be considered if received by the Department within 72 hours after the bid opening time and date as specified in Section 2.5 above. A request received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious vendor error.

2.9.7 Cost of Preparation of Bid

By submitting a bid, a vendor agrees that the Department is not liable for any costs incurred by the vendor in responding to this ITB.

2.10 Form PUR 1001

The standard "General Instructions to Respondents" Form PUR 1001 (10/06) is hereby incorporated into this ITB 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 ITB, the terms of this ITB 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 and is also available at:

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

2.11 Department's Reserved Rights

2.11.1 Waiver of Minor Irregularities

The Department reserves the right to waive minor irregularities when doing so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this ITB which does not affect the price of the bid or give the vendor a substantial advantage over other vendors and thereby restrict or stifle competition and does not adversely impact the interest of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so. When correcting minor irregularities, the Department may request vendor to provide clarifying information or additional materials to correct the minor irregularity. However, the Department will not request, and the vendor shall not provide additional materials that affect the price of the proposal or give the vendor an advantage or benefit not enjoyed by other vendors.

2.11.2 Rejection of All Bids

The Department reserves the right to reject all bids at any time, including after an award is made when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any vendor.

2.11.3 Withdrawal of ITB

The Department reserves the right to withdraw the ITB at any time, including after an award is made, when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any vendor.

2.11.4 Reserved Rights After Notice of Award

The Department reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award and reopen negotiations with any vendor at any time prior to execution of a contract.

2.11.5 Other Reserved Rights

The Department reserves all rights described elsewhere in this ITB.

SECTION 3. SPECIFICATIONS

3.1 Mandatory Requirements

The vendor must meet the requirements of **Section 4.2.2. and 5.1 and APPENDIX V** and elsewhere in this procurement and law whether or not specifically listed here. A bid that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

3.2 Minimum Programmatic Specifications

[Optional] The selected vendor shall perform the tasks outlined in the Department's **STANDARD CONTRACT PART 1 AND PART 2 (APPENDIX VII and APPENDIX VIII)** in accordance with all terms thereof, which is being posted on the VBS along with this ITB and incorporated by reference.

3.3 Minimum Financial Specifications

The selected vendor shall be compensated in the manner set forth in **APPENDIX VIII- CF STANDARD CONTRACT PART 2** in accordance with all terms therein.

3.3.1 Funding Sources

The anticipated funding sources for the resulting contract is General Revenue.

3.3.2 Allowable Costs

The Department reserves the right to negotiate the line item budget and budget narrative proposed to ensure allowable, reasonable, and necessary expenditures.

3.3.3 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 vendor.

3.4 Vendor Registration in MyFloridaMarketPlace

In order to be paid, each vendor doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under Rule 60A-1.031, Florida Administrative Code. Vendors 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 bid; 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 ITB will be composed of:

3.5.1 Department's Standard Contract

The Department's Standard Contract Part 1 contains general contract terms and conditions required by the Department for all vendors. In addition, the Department's Standard Contract Part 2 contains additional contract terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation.

3.5.2 Form PUR 1000

Form PUR 1000 is incorporated by reference into the Department's Standard Contract. Form PUR 1000 is available at:

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

3.5.3 Other Attachments or Exhibits

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

3.6 Order of Precedence

In the event of conflict among the foregoing contract documents, the following order of precedence will apply. The bid submitted in response to this ITB 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 The Department's STANDARD CONTRACT PART 1 and PART 2 (APPENDIX VII AND VIII)

3.6.2 The vendor's bid and any additional submittals, if incorporated into or attached to the contract.

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITB

4.1 How to Submit a Bid

4.1.1 Mandatory Bid Deadline

All bids must be received by the Procurement Manager by the deadline and at the address set forth in **Section 2.5**. The vendor must choose the appropriate means for delivery, and is exclusively responsible for receipt of the bid by the Procurement Manager. Late bids will not be evaluated. See also **Section 2.9.1**.

4.1.2 Electronic Transmittal of Bids Not Accepted

Facsimile or electronic transmissions of bids will not be accepted.

4.1.3 Bid Amendments

Any amendments to the bid as originally submitted by the vendor, not required by the Department, must comply with the requirements of this section and must be received by the deadline specified in **Section 2.5**.

4.1.4 Number of Copies Required and Format for Submittal

Vendors shall submit one (1) original and two (2) hard copies of the bid. The original Bid submitted to the Department must contain an original signature of an official authorized to bind the vendor to the bid. One (1) electronic copy (on USB drive) of the bid, identical to the hard copies, must also be submitted with the hard copies.

4.1.5 Bids to be in Sealed Container

All original, hard copies and electronic copies of the vendor bids must be submitted in a sealed container. The container must be clearly marked with the title of the bid, the ITB number, the vendor's name, and identification of enclosed documents. The original bid must be clearly marked as such, and the copies identified and numbered (i.e., original, copy #1 of 7, etc.).

4.1.6 Hard-copy Bid Format

Bids 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 bid must be bound, labeled and submitted in accordance with **Section 4.2** for the bid.

4.1.7 Electronic Copy Format

The required electronic format of the bid must be on a USB drive (which must be free of malware, any infection resulting to DCF systems shall be addressed to DCF's satisfaction at the Bidder's expense). The software used to produce the electronic files must be Adobe portable document format ("pdf"). Bids must be able to be opened and viewed by the Department utilizing Adobe Acrobat DC. The electronic copies must be identical to the original bid submitted, including the format, sequence and section headings identified in this ITB. 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 bid and all non-"original" hard copy versions of the bid in the event of any discrepancy. If a discrepancy is found between the hard copy bid marked "original" and any of the electronic versions submitted on USB drive, the Department reserves the right, at its sole discretion, to reject the entire bid.

4.2 Content of the Bid

4.2.1 Title Page

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

- A. Title of bid;
- B. ITB number;
- C. Prospective vendor's name and federal tax identification number;
- D. Name, title, telephone number and address of person who can respond to inquiries regarding the bid; and
- E. Name of program coordinator (if known).

4.2.2 TAB 1: CERTIFICATE REQUIREMENTS

The following are the Mandatory Requirements for this ITB:

4.2.2.1 Certificate of Signature Authority

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

4.2.2.2 Mandatory Certifications

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

4.2.2.3 Tie Breaking Certifications

The bid may include the Master Certification - Tie Breaking Certifications (also in **APPENDIX III**). The vendor may check the "true" box for any or all Tie Breaking Certifications identified in **APPENDIX III** (n) through (q) for which a vendor qualifies. Completion of the Tie Breaking Certifications is mandatory for qualifying vendors if the vendor 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 Two pages)

The vendor shall provide a brief executive overview demonstrating an understanding of the ITB purpose stated in **Section 1.2**, and the needs specified in this ITB. The Executive Overview should also include a brief description of the vendor's organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications and completing Deliverables as defined in **the Department's STANDARD CONTRACT PART 2 (APPENDIX VII)**.

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

This section shall be organized by the the vendor's experience with providing personnel who have vast experience in revenue programs, not limited to State and Federal programs, which will increase the revenue of the facilities..

- The vendor shall describe its organization's approach and philosophy, including mission statement, core values, and vision.
- The vendor shall: describe its organization and governance structure, depicting clear lines of authority including corporate affiliations; describe how the structure represents a lean, efficient and effective administrative model; describe experience and achievements in developing a governance model is designed to avoid conflicts of interest.
- Provide the requested information below which will demonstrate the vendor's and subcontractor(s)' ability to successfully complete the work described in this ITB and its appendices, attachments, exhibits and referenced supporting documentation. The vendor's and any proposed subcontractor(s)' information shall be shown separately.

Specifically, in addition to the other information described above the vendor and the subcontractor(s) must provide:

- A. Full, legal name.
- B. Federal Employer Identification Number.
- C. Proof of legal entity and authorization to do business with the State of Florida.
- D. Country and state of incorporation.
- E. Principal place of business.
- F. Description of the vendor'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.
- G. Brief description of the vendor's principal type of business and history and what uniquely qualifies the vendor for the work described in this ITB and the Department's **STANDARD CONTRACT PART 1 AND PART 2 (APPENDIX X and APPENDIX XI)**.
- H. Statement of whether the vendor 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.
- I. Identification of any potential or actual conflicts of interest that might arise for the vendor as a result of contract award to the vendor, and describe in detail the plan to eliminate or mitigate them. Such conflicts include, but are not limited to, those covered by **Section 6** of the Form PUR 1001. Address both personal and organizational conflicts.
- J. Reservations the vendor must make if unable to certify completely all of the items in **Section 9** of the Form PUR 1001 entitled "Representations and Authorization." If no reservations are made in this section of the bid, the vendor shall be deemed to attest to the truth of all of listed items and the Department may rely upon them.

The following specifically apply to the prime vendor and should be addressed as such:

- K. 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 vendor.
- L. If the vendor is proposing to use any subcontractors to perform the work described in this ITB and **APPENDIX VII - the Department's STANDARD CONTRACT PART 1 and PART 2.**

4.2.6 TAB 5: PROPOSED PRICING

The vendor must provide the final total hourly rate that will be billed for services on each invoice submitted by the vendor.

4.3 Public Records and Trade Secrets

4.3.1 Bids and Other Submissions Are Property of the State.

These provisions supplement **Section 19** of Form PUR 1001. All materials submitted in bid or other response to this ITB 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 bid.

4.3.2 Bids and Other Submissions are Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of a bid and other submittals pursuant to section 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of a bid and other submittals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a vendor's bid or other submittal to this solicitation will be waived upon opening of the bid or other submittal by the Department, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the vendor's bid or other submittal outside of the separately bound document described below.

4.3.3 How to Claim Trade Secret Protection

If the vendor considers any portion of the documents, data or records submitted in its bid to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the vendor must submit all such information in a separately bound document (or in the case of electronic media, a separate USB Drive, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Bid, ITB No. - Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the bid submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the bid, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the vendor considers any portion of a submission made after its bid to be trade secret the vendor must clearly

label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

4.3.4 Vendor's Duty to Respond to Public Records Requests

In response to any notice by the Department that a public records request received by the Department encompasses any portion of the separately bound part of the vendor's bid or other submissions labeled as "trade secret," the vendor shall expeditiously provide the Department, or the public pursuant to subsection 119.0701(2), Florida Statutes, with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the vendor shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Department is authorized to produce the records sought without any redaction.

4.3.5 Department not Obligated to Defend Vendor Claims

The Department is not obligated to agree with the vendor's claim of exemption and, by submitting a bid or other submission, the vendor 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 vendor 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 vendor's claim that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the provider's redaction.

SECTION 5. THE SELECTION METHODOLOGY

The Department intends to award the contract to the responsible and responsive vendor or vendors whose bid is determined to be the lowest responsive bid. The Department may also make a determination as to whether to deem one or more vendors ineligible for award. The Department will electronically post the intent to award in accordance with subsection 120.57(3)(a), Florida Statutes, and Rule 60A-1.021, Florida Administrative Code.

5.1 Application of Mandatory Requirements

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

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

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

5.2 Evaluation Methodology

All bids that meet the Mandatory Requirements and are determined to be otherwise responsive will be evaluated using the following process:

5.2.1 Ranking by Procurement Manager

The Procurement Manager will develop a ranking based on the pricing of proposed bids. This ranking will serve as the recommended ranking. **Recommendation of the Procurement Manager**

After developing the recommended ranking per **Section 5.2.1**, the Procurement Manager will provide to the Secretary, or designee, a report on bids deemed nonresponsive and, as to those deemed responsive, the recommended ranking, along with a recommendation for final action, which may include a recommendation that one or more otherwise responsive bids be deemed ineligible pursuant to the provisions of **Section 2.9**.

5.2.2 Award

The resulting contract will be awarded to the responsible and responsive vendor(s) whose bid(s) is (are) determined to be lowest. The Department may also make a determination as to whether to deem one or more respondents ineligible for award due to the qualifications of the vendor or the quality of the bid.

5.2.4 Reserved Rights

The Department reserves the right to:

- Select one or more vendors 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;
- Divide the work among vendors by type of service or geographic area, or both;
- Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and
- Award a contract which includes one or more subcontractors proposed by any other vendor(s).

5.2.3 Posting Notice of Award

The Department will post the Notice of Intent to Award Contract, stating its intent to enter into one (1) or more contracts with the vendor(s) identified therein, on VBS:
http://www.myflorida.com/apps/vbs/vbs_www.main_menu.

5.2.4 Reserved Rights After Notice of Intent to Award

The Department reserves the right:

- To post a notice of withdrawal of award in the event that the selected vendor 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) Florida Administrative Code.

[This space intentionally left blank]

APPENDIX I: NOTICE OF INTENT TO SUBMIT A BID

_____ (Vendor Name) wishes to inform the Florida Department of Children and Families of its intent to respond to the solicitation entitled " _____," ITB No. _____.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

Name of Authorized Official:	
Title of Authorized Official:	
Signature of Authorized Official:	
Date:	
Address:	
City, State, Zip:	
Telephone No:	
Facsimile No:	
E-mail Address:	

APPENDIX II: CERTIFICATE OF SIGNATURE AUTHORITY

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

APPENDIX III: VENDOR'S CERTIFICATIONS

MANDATORY CERTIFICATIONS		
MASTER CERTIFICATION		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the vendor, _____ (legal name of vendor), I confirm that I have fully informed myself of all terms and conditions of ITB # _____ (the ITB), the facts regarding the bid submitted by the vendor in response to the ITB 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 Bid and Acceptance of Terms of ITB 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:
a. Certification of Binding Bid and Acceptance of Terms of ITB and Contract Document		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the vendor's bid is submitted in good faith in response to the Department of Children and Families Invitation to Bid (the ITB) and is binding on the vendor in accordance with the terms of the ITB, that I have read, understood and agree with the terms and conditions of the ITB and, if awarded any contract as a result of the ITB, the vendor will comply with the requirements, terms, and conditions stated in the ITB and the contract document. The vendor further agrees that any intent by the vendor to deviate from the terms and conditions set forth therein may result, at the Department's exclusive determination, in rejection of the bid.</p>		
b. Certification of Representations Per Section 9 of Form PUR 1001		
<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>		
c. Certification of Authority to Do Business in Florida		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the vendor 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 subsections 287.057 (1-3), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent contract to support this project; Participated in drafting of a solicitation for this specific project; or
Developed a program for future implementation of this project.

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 vendor's bid is made without collusion with any other person, persons, company, or parties submitting a bid; that it is in all respect made in good faith; and as the signer of the bid, I have full authority to legally bind the vendor to the provisions of this bid.

f. Certification Regarding Subcontractors and Other Providers

By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor's agreement to the following: 1) the Department may request, and any vendor submitting a bid to this ITB may propose, that such vendor use any of the subcontractors or providers used or identified by any other vendor submitting a bid to this ITB; and 2) that the vendor 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:

(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, the vendor 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, Florida Statutes. I understand section 287.135, Florida Statutes, prohibits Florida state agencies from contracting with companies on either list, for goods or services over \$1,000,000, and pursuant to section 287.135, Florida Statutes, 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, in accordance with the debarment and suspension instructions listed below, the vendor certifies 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 vendor is unable to certify to any of the statements in this certification, such prospective vendor 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 vendors 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 vendor shall provide immediate written notice to the contract manager at any time the vendor 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 vendor 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 vendor 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 vendor 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 vendor'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 the vendor 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 prior to contract execution.

k. Certification of Representations Per Sections 287.133 and 287.134, Florida Statutes

By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor is not listed on the Convicted Vendors List created and maintained pursuant to section 287.133, Florida Statutes, or on the Discriminatory Vendors List created and maintained pursuant to section 287.134, Florida Statutes.

l. Certification of a Drug Free Workplace

By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes, 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 the vendor meets the qualification included in the Standard Contract Part 2, Exhibit C-2-2.

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

Various provisions of Chapters 287 and 295, F.S., provide qualifying vendors 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 vendor 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 vendors; however, a vendor 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 vendor, _____ (legal name of vendor), I confirm that I have fully informed myself of all terms and conditions of ITB # _____ (the ITB), the facts regarding the bid submitted by the vendor in response to the ITB 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."

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

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, Florida Statutes.

o. Certification of a Florida Certified 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, Florida Statutes.

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, Florida Statutes.

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 section 287.092, Florida Statutes.

APPENDIX IV: QUESTION SUBMITTAL FORM

Each vendor shall complete the form provided based on its questions relating to this ITB. The completed form shall be submitted in accordance with the instructions provided in **Section 2.7** of the ITB. This form may be expanded as needed to facilitate response to this requirement.

Vendor Name: [Enter Legal Name of vendor]

Question Number	ITB Section Number	ITB 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 vendor.

APPENDIX V: MANDATORY REQUIREMENTS CHECKLIST

Mandatory Requirements [Description of Services], [ITB #]

Print Vendor's Name (Agency):	
Print Name of Department Reviewer (Procurement Manager):	
Signature of Department Reviewer:	Date:
Print Name of Department Witness:	
Signature of Department Witness:	Date:

1. Was the bid received by the date and time specified in the ITB and at the specified address?

(YES) = Pass (NO) = Fail

Comments:

2. Does the bid include the following?

a.	Signed Certificate of Signature Authority, naming the vendor and its Authorized Representative (see note at bottom of Section A of Appendix II within the solicitation template for acceptable alternatives)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
b.	Master Certification, including the names of vendor and its Authorized Representative and signature of the Authorized Representative.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail

Part A – Mandatory Requirements documentation

(1) The respondent submitted a Notice of Intent to Submit a Bid to the Procurement Manager by the date, time, and at the address specified in the solicitation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The bid includes the following required Vendors Statements and Certification Documents:		
Appendix III a. -Certification of Binding Bid and Acceptance of Terms of ITB and Contract Document	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III b. -Certification of Representations Per Section 9 of PUR 1001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III c. -Certification of Authority to Do Business in Florida	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III d. -Statement of No Involvement	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III e. -Conflict of Interest Statement (Non-Collusion)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III f. -Certification Regarding Subcontractors and Other Providers	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III g. -Certification Regarding Lobbying	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III h. -Certification Regarding Scrutinized Companies List	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III i. -Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III j. -Certification Regarding Prior Contractual Obligations	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III k. -Certification of Representations Per sections 287.133, and 287.134, F.S.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Appendix III l. -Certification of a Drug Free Workplace	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III m. Certification of Qualifications	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Part B – Tie Breaker Certification Documentation

The bid includes the following “tie breaker “certification documents:		
Appendix III n.-Certification of a Certified Minority Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III o. -Certification of a Service Disabled Veteran’s Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III p. -Certification of a Florida Business	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III q. -Certification of a Foreign Manufacturer with a Factory in Florida	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Comments:

3. Has the Department verified the vendor is not on the Convicted Vendor List or the Discriminatory Vendor List?

(YES) = Pass

(NO) = Fail

Comments:

APPENDIX VI: SUBCONTRACTOR LIST

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

The vendor 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 vendor.

APPENDIX VII: CF STANDARD CONTRACT PART 1

See Attached.

APPENDIX VIII: CF STANDARD CONTRACT PART 2

See Attached.

APPENDIX IX: FEDERAL GRANT COMPLIANCE INTRODUCTION

Subrecipients of federal grants are required to follow the terms of the grants themselves as well as either Title 2 Part 200 of the United States Code of Federal Regulations Chapter (CFR) or Title 45 Part 75. The following introduces some of those requirements. This is merely an introduction and must not be relied upon; the applicable CFR Part and applicable federal grant contain the full statement of the actual requirements.

Subpart B – General Provisions

1. Integrity Rules (2 CFR 200.112-113; 45 CFR 75.112-113)

- 1.1 Disclosure of any potential conflicts of interest to the Florida Department of Children and Families (DCF) in accordance with the applicable federal awarding agency policy.
- 1.2 Disclosure of all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (Note: Failure to do so can result in suspension and/or debarment.)

Subpart C – Pre-federal Award Requirements and Contents of Federal Awards

2. Fixed Award Amounts (2 CFR 200.201; 45 CFR 75.201)

- 2.1 If awarded a fixed-award, payments will be based on meeting specific requirements of the federal award. Accountability will be based on performance and results.

Subpart D – Post federal Award Requirements

3. Standards for Financial and Program Management (2 CFR 200.300-309; 45 CFR 75.300-309)

- 3.1 Adherence to performance measurements that relate financial data to performance accomplishments. When applicable, the reports will provide cost information to demonstrate cost effective practices. Some grants may require reports to include indicators and milestones accomplished on performance goals.
- 3.2 Maintenance of a financial management system, which includes records documenting compliance, that allows for the preparation of reports required by general and program-specific terms/conditions. The financial management system must also allow for the tracing of funds to a level of expenditures to show that they have been used according to the terms/conditions/regulations.
- 3.3 The financial management system must provide the following:
 - 3.3.1 Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the federal awarding agency, and name of the pass-through entity, if any.
 - 3.3.2 Accurate, current, and complete disclosure of the financial results of each Federal award or program.
 - 3.3.3 Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
 - 3.3.4 Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes.
 - 3.3.5 Comparison of expenditures with budget amounts for each Federal award.
 - 3.3.6 Written procedures to implement the payment requirements found in §200.305 or §75.305 as

<p>applicable.</p> <p>3.3.7 Written procedures for determining the allowability of costs in accordance with the Cost Principles of federal grant guidance and the terms and conditions of the Federal award.</p>
<p>3.4 Internal Controls:</p> <p>3.4.1 Establish and maintain effective internal controls over federal awards to ensure compliance with regulations and the terms/conditions of awards. Consider the Internal Control Framework issued by the Committee on Sponsoring Organizations (COSO) and the Standards for Internal Control in the Federal Government (Green Book) issued by the Comptroller General as best practice examples.</p> <p>3.4.2 Have internal controls and procedures in place to take prompt action when noncompliance issues are identified, including noncompliance related to audit findings.</p> <p>3.4.3 Take reasonable measures to safeguard protected, personally identifiable information (PII) and other sensitive information.</p>
<p>3.5 Payments</p> <p>3.5.1 Minimized the time between the transfer of funds from DCF and the disbursement. (Already required by state statutes and DCF's Standard Contract)</p> <p>3.5.2 Use funds from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned prior to requesting cash advance payments, if allowed.</p> <p>3.5.3 Established banking procedures so that you can account for the receipt, obligation, and expenditure of funds for specific federal awards.</p> <p>3.5.4 Preparation for any advance payments to be deposited in insured accounts when possible and in interest-bearing account unless certain criteria apply.</p>
<p>3.6 Cost Sharing or Matching Requirements (if required, does not apply to most DCF contracts)</p> <p>3.6.1 All required criteria are met if your organization has grants that contain cost sharing or matching requirements.</p> <p>3.6.2 Applying unrecovered indirect costs as cost sharing/matching requires prior approval from the federal awarding agency.</p> <p>3.6.3 If authorized by the federal awarding agency to allow for the donation of buildings or land for long-term use, has the value been calculated as the lesser of the two: value of remaining life or current market value at the time of donation.</p> <p>3.6.4 Volunteer services from a third party to meet cost/matching requirements must be integral and necessary part of the project/program and documented.</p>
<p>3.7 Use of Program Income</p> <p>3.7.1 Program Income must be deducted from the total allowable costs to determine the net allowable costs. Program income must be used for current costs unless the Federal awarding agency authorizes otherwise. Unanticipated program income must be used to reduce the federal award.</p> <p>3.7.2 For IHEs and nonprofit research institutions, program income may be added to the federal award with prior Federal approval.</p> <p>3.7.3 Program income may be used to meet cost sharing/matching requirements if applicable, with prior Federal approval.</p>

<p>4. Property Standards (2 CFR 200.310-316; 45 CFR 75.316-323)</p>
<p>4.1 Insurance coverage: Maintain equivalent insurance coverage for real property and equipment acquired or improved with federal funds (but not federally owned) as provided to property owned by your organization.</p>
<p>4.2 Real Property: Maintain procedures that meet federal guidance regarding real property to meet the requirements for title, use, and disposition.</p>
<p>4.3 Federally-owned and exempt property</p>

4.3.1	An annual inventory listing of federally owned property in its custody must be annually submitted to the federal awarding agency.
4.3.2	After an award has been completed or federal property is no longer needed, the organization must report the property as excess to the federal awarding agency.
4.4	Equipment
4.4.1	Maintain proper equipment procedures in place to meet the requirements for title, use, and disposition under federal grant guidance.
4.4.2	Equipment management procedures must be in place for equipment acquired in whole or in part under the federal award, which include detailed identification makers, percentage of federal participation in costs, location, use and condition and any disposition data, date of disposal and sale price of the property.
4.4.3	A physical inventory of property must be taken at least once every two years with results reconciled with property records.
4.4.4	A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property.
4.4.5	Adequate maintenance procedures must be developed to keep the property in good condition.
4.4.6	If authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
4.5	Supplies exceeding \$5,000: The federal government must be compensated for its share of residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of a project or program, unless supplies are not needed for any other federal award.
4.6	Intangible property: Maintain proper procedures to meet federal grant guidance involving intangible property.

5. Procurement Standards (2 CFR 200.317-326; 45 CFR 75.326-335)	
5.1	Maintain a written standards of conduct covering conflict of interest and governing employees engaged in the selection, award and administration of contracts. If your organization has a parent, affiliate, or subsidiary organization that is not a state or local government or Indian tribe, your conflict of interest policy must also include organizational conflicts of interest.
5.2	Procurement procedures and policies must be in place to meet the following requirements:
5.2.1	Are written
5.2.2	Ensure that the acquisition of duplicate or unnecessary items is avoided
5.2.3	Ensure that state and local government intergovernmental agreements are considered where appropriate
5.2.4	Ensure contracts are awarded only to responsible contractors with the ability to perform contract terms successfully
5.2.5	Ensure all procurement transactions are conducted in a manner providing full and open competition
5.2.6	Do not include state or local geographical preferences (except where federal statutes mandate or encourage geographic preference)
5.2.7	Ensure all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured
5.2.8	Require cost or price analysis, including independent estimates, for all purchases over \$150,000
5.2.9	Include affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible
5.3	Procurement policies must include guidelines for the following purchase thresholds, which must meet federal grant guidance requirements:
5.3.1	Micro-purchase (<\$10,000, no quotations, equitable distributions)
5.3.2	Small purchase (\$10,000-\$250,000, rate quotations, no cost or price analysis)
5.3.3	Sealed bids (\$250,000, formal advertising, price is a major factor).

5.3.4	Competitive proposal (> \$250,000, fixed price or cost reimbursement, request for proposal (RFP) with evaluation methods).
5.3.5	Noncompetitive proposal (solicitation of a proposal from only one source, unique product/service)
5.4	Time and material type contracts are used only after a determination that no other contract is suitable, and the contract must include a ceiling price that the contractor exceeds at its own risk.
5.5	All prequalified lists of persons, vendors, or products must include enough qualified sources to ensure maximum free and open competition, and there must be a process to ensure this list is kept up to date.
5.6	Procurement processes include keeping records that detail history of ALL procurements and at the minimum include the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract.
5.7	Procurement policies for construction or facility improvement contracts, or subcontracts exceeding \$250,000, include a bid guarantee equivalent to 5% of the bid price from each bidder (such as bid bond or certified check), a performance bond on the part of the contractor for 100 percent of the contract price, and a payment bond on the part of the contractor for 100 percent of the contract price.

6. Performance and Financial Monitoring and Reporting (2 CFR 300.327-329; 45 CFR 75.341-343)	
6.1	Performance and Financial reports will likely be required so that DCF can meet its obligations as a recipient of federal awards, which should be no more often than quarterly except in unusual circumstances.
6.2	Annually submit a report on the status of real property if the federal government retains an interest. (Note: If federal interest is for 15 years or longer, reporting may be required at various multi-year frequencies as well.)

7. Subrecipient Monitoring and Management (2 CFR 200.330-332; 45 CFR 75.351-353) {Pass-through entity requirements}	
7.1	A formal process must be developed to analyze awards for determining subrecipient versus a contractor relationship.
7.2	Subawards made to subrecipients must include the following pieces of information:
7.2.1	Federal Award Identification (There are 13 required data elements in this item).
7.2.2	All requirements imposed by your organization on the subrecipient so that the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award.
7.2.3	Any additional requirements that your organization imposes on the subrecipient in order for your organization to meet its own responsibility to the federal awarding agency or DCF, including identification of any required financial and performance reports.
7.2.4	An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between your organization and the subrecipient (in compliance with federal guidance), or a de minimis (10 percent) indirect cost rate.
7.2.5	A requirement that the subrecipient permit your organization and auditors to have access to the subrecipient's records and financial statements as necessary.
7.2.6	Appropriate terms and conditions concerning closeout of the subaward.
7.3	Evaluate the subrecipient for risk of noncompliance with federal regulations and terms of subaward to determine appropriate monitoring for each subrecipient.
7.4	Monitor the activities of the subrecipient as necessary to ensure the subaward is used for authorized purposes and in accordance with statutes, regulations and terms and conditions. Monitoring must include:

7.4.1	Reviewing financial and programmatic reports
7.4.2	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means
7.4.3	Issuing a management decision for audit findings pertaining to the federal award
7.5	Verify that every subrecipient is audited as required under federal grant guidance.
7.6	Review results of subrecipient's audits, on-site reviews, or other monitoring to detect conditions that necessitate adjustments to your organization's own records.
7.7	Take enforcement action against noncompliant subrecipients when appropriate.
7.8	In order to issue subawards based on fixed amounts up to the Simplified Acquisition Threshold (currently at \$250,000), prior written approval from the federal awarding agency must be obtained.

8. Record Retention and Access (2 CFR 200.333-337; 45 CFR 75.361-365)	
8.1	Maintain a policy to verify that financial records, supporting documents, statistical records, etc., are retained for at least three years from the date of submission of the final expenditure report, or for ongoing grants, the date of submission of the quarterly or annual financial report. (Note: If any litigation/claim/audit is started before the three-year time frame, records must be retained until completed or resolved.)

9. Closeout (2 CFR 200.343; 45 CFR 75.381)	
9.1	Develop procedures to meet the following requirements for closing out grants at the end of the period of performance:
9.1.1	Must submit no later than 90 calendar days after the end of period of performance all financial, performance, and other reports required by terms and conditions.
9.1.2	Must liquidate all obligations incurred no later than 90 calendar days per terms/conditions.
9.1.3	Must promptly refund any balances of unobligated cash that the federal agency or pass-through entity paid in advance or paid that isn't authorized to be retained for use in other projects.
9.2	Must account for any real and personal property acquired with federal funds or received from the federal government.

Subpart E - Cost Principles

10. Required Certifications (2 CFR 200.415; 45 CFR 75.415)	
10.1	A certification must be included that is signed by an official who can legally bind your organization for annual and final fiscal reports or vouchers requesting payment under an agreement. The certification must read: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

11. Time and Effort Reporting (2 CFR 200.430; 45 CFR 75.430)	
11.1	The organization must meet one of the following:
11.1.1	Maintain a time and effort reporting processes that include records that accurately reflect the work performed and the necessary requirements under federal grant guidance, or
11.1.2	Use budget estimates for interim accounting purposes following federal grant guidance requirements.
11.1.3	Use a substitute process or system for salaries and wages to federal awards, if the system is

approved by the cognizant agency for indirect cost. Should a substitute sampling system be used, it must meet acceptable statistical sampling standards.

11.2 Salaries and wages of employees used in meeting the cost sharing or matching requirement on federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from federal awards.