

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF FAMILY HEALTH SERVICES
BUREAU OF WIC PROGRAM SERVICES

DOH 10-009

INVITATION TO NEGOTIATE
FOR
BANKING and CHECK PRINTING SERVICES

Vendor Name_____

Vendor Mailing Address_____

City-State-Zip_____

Telephone Number_____

Email Address_____

Federal Employer Identification Number (FEID)_____

Authorized Signature (Manual)_____

Authorized Signature (Typed) and Title_____

TIMELINE
DOH 10-009

EVENT	DUE DATE	LOCATION
ITN Advertised	September 16, 2010	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Questions submitted in writing	Prior to 5:00 PM EST October 7, 2010	Submit to: Florida Department of Health Purchasing –Patti J. Spain, Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 Fax: (850) 412-1456 E-mail: patti_spain@doh.state.fl.us
Evaluation Team Meeting	3:00 – 4:30 PM EST October 11, 2010	Florida Department of Health Office of the General Counsel, Suite 110 2585 Merchants Row Tallahassee, FL 32399 Call-in number: 1-888-808-6959 Conference Code: 245-4006
Answers to Questions	October 14, 2010	Posted electronically via the following Internet site: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	Must be received PRIOR to: 2:00 PM EST on October 25, 2010	Florida Department of Health Purchasing –Patti J. Spain, Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Evaluation Team Meeting	3:00 – 4:30 PM EST October 25, 2010	Florida Department of Health Office of the General Counsel, Suite 110 2585 Merchants Row Tallahassee, FL 32399 Call-in number: 1-888-808-6959 Conference Code: 245-4006
Anticipated Scoring of Replies	Beginning October 26, 2010	Individual Scoring of replies.
Evaluation Team Meeting	2:00 – 4:30 PM EST November 9, 2010	Florida Department of Health Office of the General Counsel, Suite 110 2585 Merchants Row Tallahassee, FL 32399 Call-in number: 1-888-808-6959 Conference Code: 245-4006

Negotiation Team Meeting	November 22, 2010 @ 9:00 AM EST	Florida Department of Health Office of the General Counsel, Suite 110 2585 Merchants Row Tallahassee, FL 32399 Call-in number: 1-888-808-6959 Conference Code: 245-4006
Anticipated Individual Negotiations	Beginning November 22, 2010 Continuing until all selected vendors have completed negotiations	Individual vendor negotiations
Negotiation Team Meeting	TBD	Florida Department of Health Office of the General Counsel, Suite 110 2585 Merchants Row Tallahassee, FL 32399 Call-in number: 1-888-808-6959 Conference Code: 245-4006
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Anticipated Posting of Intent to Award	January 4, 2011	Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu

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SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process. This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return this document back to the Department of Health. <http://dms.myflorida.com/content/download/2934/11780>

SECTION 2.0 GENERAL TERMS AND CONDITIONS (PUR 1000)

This section explains the General Contract Conditions (PUR 1000) of the solicitation process. This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return this document back to the Department of Health. <http://dms.myflorida.com/content/download/2933/11777>

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The purpose of this Invitation to Negotiate (ITN) is to select and contract with a financial institution to provide banking services for the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC). The required banking services shall consist primarily of: (a) maintenance of financial account balance and (b) receipt, analysis, categorization, and payment or rejection of WIC checks presented to the financial institution through the Federal Reserve System.

Additionally, the Provider shall supply and distribute check stock to 43 local WIC agencies throughout the state for issuance to WIC participants in accordance with the ITN's specifications. Further, the Provider shall perform the other program-related services described in this ITN.

3.2 Term

This is a thirty-six month fixed price contract that is anticipated to begin on April 1, 2011. The first date checks issued from the Provider's bank routing codes. Some preparatory activities are required prior to the actual contract beginning date. The contract ends on March 31, 2014. A contract renewal for a three-year period is possible, if both parties agree to renew before the end of the original contract period.

Note: While the Florida WIC Program has started initial planning for an Electronic Benefits Transfer (EBT) system, it is not expected, at this time, that such a system will be implemented prior to the end of the 3-year contract period. In the event that such a system is developed and plans for implementation are finalized, the Department reserves the option to terminate this contract at the point in time when negotiable checks are no longer in use. This would also apply to any contract renewal. In either instance, the Department would invoke the termination without cause provision of the contract, upon no less than 30 days' notice. The Department will not be responsible for any start-up costs, lost profits or any other alleged damages upon contract termination.

3.3 Definitions

"Authorized WIC Grocer" means one of approximately 2,000 retail grocery outlets with which the Department has a contract. Pursuant to the terms of their contract with the Department, the authorized WIC grocer accepts appropriately completed WIC checks for WIC approved food items from authorized participants. The authorized WIC grocer deposits completed WIC checks in a local bank for processing through the Federal Reserve System and presentment to the Department's contracted financial institution.

"Banking services" means the provision of services required by this ITN and provided by an institution designated as a Florida Qualified Public Depository having at least \$100 million in assets.

"Beta Testing" means initial testing of all of the Provider's systems and processes as a condition of the contract.

"Business days" and "daily" include only Monday through Friday, inclusive, except for holidays declared and observed by the state or federal government.

"Business hours" means 8:00 A.M. to 5:00 P.M. Eastern Time on all business days.

"Calendar days" counts all days, including weekends and holidays.

"Checking Account" means an interest bearing checking account in the Department's name that is maintained at the financial institution to cover daily WIC check redemptions until such time as the Department receives the Provider's daily invoice, processes the invoice and the State Treasury replenishes the WIC checking account.

"Contract" means the contract that will be awarded to the selected Provider under this ITN, unless indicated otherwise.

"Data Processing" means check processing, image processing, data mining, data cleansing, statement generation or any service related to electronic capture and calculation of data.

"Department" or "Department of Health" or "WIC Program" or "Florida WIC Program" means the Florida Department of Health Bureau of WIC Program Services and may be used interchangeably.

"EFT" means Electronic Funds Transfer.

"Financial Institution", according to Section 655.005, F.S., means a state or federal savings or thrift association, bank, savings bank, trust company, international bank agency, international banking corporation, international branch, international representative office, international administrative office, international trust company representative office, or credit union, or an agreement corporation operating pursuant to Section 25 of the Federal Reserve Act, 12 U.S.C. Sections 601 et seq. or Edge Act corporation organized pursuant to Section 25(a) of the Federal Reserve Act, 12 U.S.C. Sections. 611 et seq.

"Image Replacement Document" or "IRD" means a substitute check or image, captured electronically, with equal legal status of the original.

"ITN" means Invitation to Negotiate.

"MICR (Magnetic Ink Character Recognition)" is the common machine language specification for paper-based payment transfer systems. At the bottom of a WIC check is a series of magnetic ink printed characters, which can be recognized by high speed magnetic recognition equipment, that provides the information needed for processing the check including: check number, bank routing number, checking account number and in some cases the amount of the check.

"Minor Irregularity" used in the context of this solicitation and contract, indicates a variation from the reply terms and conditions which does not affect the price of the reply or give the respondent an advantage or benefit not enjoyed by other respondents, or does not adversely impact the interests of the Department.

"Participant" means pregnant women, breastfeeding women, postpartum women, infants and children who have been determined to be eligible for the WIC Program and who are receiving WIC checks for supplemental foods; and the breastfed infants of participating breastfeeding women.

"Provider" or "Vendor" means the financial institution to which a contract has been awarded by the Department in accordance with a reply submitted by that entity in response to this ITN.

"Qualified Public Depository" means an institution that fully complies with Chapter 280, Florida Statutes. A listing of "Qualified Public Depositories" in Florida can be found at the Department of Financial Service's website:
https://apps.fldfs.com/CAP_Web/PublicDeposits/ActiveQPDDisplayList.aspx

"Qualifying Criteria" means that the Department has established certain requirements with respect to replies to be submitted by respondents. Failure to meet qualifying criteria will cause rejection of the reply.

"Reply" or "Response" means the complete written response of the respondent to the Invitation to Negotiate, including properly completed forms, supporting documents, and attachments.

"Respondent" means the entity that submits materials or a reply to the Department in accordance with these instructions, or other entity responding to this solicitation.

"Shall", "Must", or "Will" in this solicitation indicates compliance is mandatory except when used to indicate simple futurity.

"Should" or "May" in this solicitation indicates desirable attributes or conditions which are permissive in nature. Deviation from, or omission of, such a desirable feature or condition will not in itself cause rejection of a reply.

"Treasury" according to Sec. 20.121, F.S. means the Department of Financial Services, Division of Treasury of the State of Florida.

“Use dates” identify the first date and last date a WIC participant may exchange a specific WIC check for WIC authorized foods at an authorized WIC grocer.

“Vendor Bid System” and “VBS” refers to the State of Florida internet-based vendor information system at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu

“WIC” means the Special Supplemental Nutrition Program for Women, Infants and Children authorized by Section 17 of the Child Nutrition Act of 1966, as amended.

“WIC check” or “check” is a negotiable instrument used by a participant to obtain supplemental foods. This is also referred to as a “food instrument” in the WIC federal regulations, 7 CFR Part 246.

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 Background

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) is 100% funded by the Food and Nutrition Service of the United States Department of Agriculture. In Florida, the program is administered by the Department of Health, hereinafter referred to as the “Department”. WIC provides services at approximately 224 clinic locations throughout the state. These services are coordinated by 43 local WIC agencies based in the county health departments as well as agencies based at the University of Florida and the University of Miami.

The WIC Program provides specific nutritious foods to eligible pregnant, postpartum, and breastfeeding women, infants and children up to five years of age. Those who are certified as eligible must meet federal income guidelines, provide documentation of residency in the State of Florida, and be at nutritional risk as determined by competent professional authorities, i.e., health professionals. At the present time, Florida WIC is serving approximately 500,000 women, infants, and children or about 84% of the estimated WIC eligible population.

To provide benefits to eligible clients, the Florida WIC Program operates a retail food delivery system and a statewide automated client registration and check printing system. The data system is currently operated by the Northwood Shared Resource Center. WIC staff access a mainframe in Tallahassee to create or update client records, select food packages, and print WIC checks. The data center generates management reports, reconciles redeemed WIC checks to issuance records, and produces a daily electronic record of WIC check issuance for the financial institution providing banking services.

Local WIC agencies issue to program participants WIC checks that are negotiable in the Federal Reserve System. Participants receive a group of checks monthly that are restricted for use between specific dates called “use dates”. The use dates identify the first date and last date of use, representing a 30-day period when the check may be used.

Participants use their checks to purchase approved WIC foods at authorized WIC grocers. There are over 2,000 authorized WIC grocers in Florida. The authorized WIC grocer, after completing required verifications and annotations, deposits the WIC checks in any local bank. The authorized WIC grocer must submit the WIC check for payment no later than 15 days from the last date to use on the WIC check. The WIC Program will honor any WIC check redeemed within its use dates if the WIC check is presented for payment to the Provider within 50 days of the first day it can be used as shown on the face of the WIC check.

The WIC checks transit the Federal Reserve System to the financial institution that serves as the program's Provider where they are paid from an interest-bearing checking account funded by the Department. The current contract is with Capital City Bank in Tallahassee, Florida. The number of checks presented each day will vary depending on the number of participants using WIC checks and when the authorized WIC grocers deposit the checks. The present Provider has found that the greatest number of checks is frequently presented following weekends and holiday periods when the authorized WIC grocers' local banks are closed. In order to provide respondents an understanding of the variation in demand for check processing over time, a summary report by month is provided at Exhibit XII for the 12 month period April 2009 through March 2010. The current Provider performs various edits on the WIC checks presented for payment using check issuance data received daily from the Department. The current Provider then generates a daily invoice and presents the invoice along with supporting documentation to the Department.

The Department processes the daily invoice which enables the Department of Financial Services Accounting and Auditing to issue a paper state warrant to reimburse the WIC checking account for the day's bank work. The checking account is presently funded with an advance of \$6 million for WIC operating funds. This funding is available to the Provider to fund payment of WIC checks during the period of time required for delivery of the Provider's invoice to the Department, vouchering of the daily invoice to the Florida Department of Financial Services, and delivery and deposit of the warrant in payment of the disbursements. The level of funding in the account is sufficient to fund daily disbursements of \$1,500,000 for an average of four work days from the debit to the account (for paid items) to delivery and deposit of the warrant.

At the end of each month, the current Provider transmits data to the Department on each WIC check processed during the month. This information combined with data from the WIC data system is used to generate various management reports used by state and local WIC staff.

4.2 Major Program Goals

The goal of the WIC Program is to provide supplemental nutritious foods and nutrition education to eligible persons. WIC serves as an adjunct to good health care during critical periods of growth and development in order to prevent the occurrence of health problems and to improve the health status of participants.

The Provider will enable the Department to provide nutrition services to WIC participants by ensuring that properly redeemed WIC checks accepted by authorized WIC grocery stores are promptly reimbursed. The Provider will also ensure that reliable data on these transactions is created and maintained for the purpose of program integrity and accountability.

4.3 Scope of Service

The Provider will provide banking services and produce reports on these transactions for the Department. As demonstrated in Attachment XII, the current Provider processed 17,393,519 checks during the period of April 2009 through March 2010.

The Provider will also provide blank check stock to local agencies each month. Approximately 440 cartons of checks are presently shipped to 43 local agencies in Florida each month. Each carton contains 3,700 checks.

Additional services as required by the ITN will also be required.

4.4 Qualifications of Financial Institution

The Provider will provide banking services essential to the operation of the Florida WIC Program. The Provider must be fiscally and operationally capable of meeting the daily challenge of processing the anticipated volumes of WIC redemptions. Authorized WIC grocers, many operating on a narrow profit margin, rely on timely and prompt payment of WIC checks with a minimum of rejections and erroneous transactions.

The WIC check processing function represents a significant daily commitment in business resources and activity for the Provider. For example, in the month of June 2010, 1,490,597 checks valued at \$31.1 million were presented to the current Provider for payment. As many as 165,000 checks, redeemed for \$3.1 million, have been successfully processed during one of the busiest single days on record.

As demonstrated in this ITN, the Provider shall receive from the Florida WIC Program sufficient WIC funds to cover an average of four days worth of WIC check redemptions. The funds must be placed on deposit at the Provider's financial institution in an interest bearing account. However, the daily rise and fall of transaction activity will present the possibility that periodically, the Provider must continue to redeem WIC checks while awaiting replenishment of the account.

The Department of Financial Services warrants must be issued in paper form to expedite issuance and delivery to the Provider. The Florida WIC Program desires, but does not require, that the Provider's bank or affiliate be physically located in Tallahassee. This is because any costs associated with funding of the account or payment of checks from the account resulting from delay of the provider's invoice delivery or beyond the time that the reimbursement warrant is delivered for deposit in Tallahassee shall be borne by the Provider as a condition of the awarded contract.

The Provider must be a Qualified Public Depository in the State of Florida. The Provider may employ subcontractors for selected services upon advance approval of the Department. The Provider may not subcontract the following tasks: check clearing, checking account and account balance maintenance, investment of unexpended funds, retained images of processed checks, daily invoice production and delivery with supporting documentation, and bank statement and bank statement reconciliation. These tasks shall remain the sole responsibility of the Provider. The Provider shall also be solely responsible for all activities of any subcontractor services under this contract. For these reasons, a fiscally sound and operationally capable Provider is essential to the success of this contract.

Respondents shall satisfy all of the requirements stated in this ITN including the following stated requirements:

- A. Have total assets of at least \$100 million
- B. Maintain a clearing account at any branch of the Federal Reserve Bank
- C. Have a branch or other financial affiliate located in Florida that has been designated by the Treasurer of the State of Florida as a "Qualified Public Depository" (QPD) which fully complies with Chapter 280, Florida Statutes. A listing of "Qualified Public Depositories" in Florida can be found at the Department of Financial Service's website:
https://apps.fldfs.com/CAP_Web/PublicDeposits/ActiveQPDDisplayList.aspx
- D. Does not subcontract services from vendors listed on the following web sites:
 - a. Florida suspended vendor list:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/suspended_vendor_list

b. Florida convicted vendor list:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

E. Be registered in MyFloridaMarketPlace within 5 days after posting of intent to award. **Note:** Each vendor doing business with the State of Florida shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under **Hot Topics** on the State portal at http://vbs.dms.state.fl.us/vbs/main_menu). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866) FLA-EPRO (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

4.5 Contract Implementation

Because the contract is anticipated to begin on April 1, 2011, the Provider will not be obligated to provide banking services for checks issued prior to that date. However, the Provider must participate in advance of that date in testing to confirm that the required exchange of information with the Department's data center works flawlessly and to procure and distribute WIC check stock to local WIC agencies throughout the state.

Each respondent shall devise and propose the beta testing procedures necessary to demonstrate each task required under this ITN and resulting contract is successfully demonstrated and certified as in working order. These procedures shall be successfully executed no less than 30 days after the contract is signed.

Upon initial contract award, the Provider shall begin preparing for beta testing of each system and procedure in conjunction with the Department. The beta test shall be structured to identify and test each process required under the ITN including: the receipt of WIC checks; processing of the checks against all agreed upon edits; reimbursement of authorized WIC grocer for approved checks or returning rejected checks; the ability to receive check issuance data from the Department and transmit check transaction data; create and deliver the daily invoice; and acceptance of funds to replenish the WIC checking account from the Department of Financial Services.

The Provider shall be responsible for the organization, presentation and cost of all beta testing. The Department shall not be liable for any costs associated with the creation, planning, implementation or demonstrations required under beta testing.

The Provider shall be considered to have succeeded in its beta testing if each of the designated procedures is completed successfully without fault within 30 days of the contract's execution. Should the Provider fail to successfully perform or complete the required beta testing within that time, the Department shall give the Provider no more than 72 hours to revise its procedures and processes before reevaluation. If the Provider still does not successfully perform or complete the required beta testing, the Department shall have the right to immediately cancel the contract with the Provider and return to the pool of those respondents remaining in this ITN. The Department shall have the right to select a respondent from that pool of remaining respondents.

Checks given to clients prior to the anticipated contract beginning date of April 1, 2011 will have the routing codes for the current Provider and checks issued from the contract beginning date forward will have the routing codes for the new Provider. From the contract beginning date forward, the Department will issue no checks with the routing codes of the previous Provider, if different from the new Provider.

4.6 Programmatic Authority

The Provider must comply with all applicable Federal and State laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following law and rule to which WIC is subject: Florida Statutes, Chapter 383.011 and the Code of Federal Regulations (7 CFR Part 246). The Catalogue of Federal Domestic Assistance (CFDA) code is 10.557.

4.7 Task List

A. SERVICES TO BE PERFORMED BY THE PROVIDER:

1. Check Clearing. The Provider will be responsible for providing banking services including check clearing for all checks issued by the Florida WIC Program beginning on the anticipated contract beginning date of April 1, 2011. These checks will bear the Provider's bank routing number. After deposit by authorized WIC grocers, the checks will pass through the Federal Reserve Banking System and shall be presented for payment from the checking account established in the Department's name at the Qualified Public Depository. The Provider shall be required to process all WIC checks presented daily in accordance with the outcome of the prepayment edit process. After the prepayment edit process is completed, the Provider will either pay or reject the WIC check. The daily variation and/or "surge" of WIC checks presented for payment may affect the Provider's ability to clear each day's volume of checks presented for payment. The Provider must accommodate this workload as it is presented daily and ensure that all checks presented for processing on a specific day are processed no later than within the 24 hours following presentation. No daily or monthly minimum or maximum number of checks can be predicted under this acquisition.

Note: In lieu of processing checks at the Qualified Public Depository in Florida, where funds are deposited and maintained, checks may be delivered to the Provider's processing center for the purpose of performing selected services required herein.

2. Checking Account. The Provider will open and maintain an interest-bearing checking account in the Department's name into which funds will be deposited and from which the checks will be paid. Ownership of and title to the funds advanced to the account will remain vested in the Department, and the Provider will not have access to or use of these funds except as described in the ITN and contract. These funds shall not be used for collateral, withdrawn or accessed for any purpose other than check clearing or overnight investment for the Department's sole benefit until the contract terminates and the funds are liquidated. No funds of the Department may be transferred to or held on deposit by an entity other than the Provider's Qualified Public Depository in Florida.

3. Checking Account Balance Maintenance. The Department will deposit \$6 million into the interest bearing checking account. This funding is available to the Provider to fund payment of WIC checks during the period of time required for delivery of the Provider's invoice

to the Department, vouchering of the daily invoice to the Florida Department of Financial Services, and delivery and deposit of the warrant in payment of the disbursements. The level of funding in the account is sufficient to fund daily disbursements of \$1,500,000 for an average of four work days from the debit to the account (for paid items) to delivery and deposit of the warrant. The reimbursement will only be made to an account located in the Provider's Qualified Public Depository bank in Florida.

The Provider must manage the workflow of processing WIC checks to ensure the account balance will be maintained at a sufficient level to sustain check processing. In order to accomplish this task the Provider must be able to complete timely check processing, and create and present the required daily invoice to the Department for purposes of reimbursing the checking account.

The Provider must offer secure on-line inquiry-only access to the Department's checking account status to designated Department staff.

The Provider shall process all WIC checks regardless of the amount on deposit at the time the WIC checks are presented and shall hold the Department harmless for any WIC check redemptions that exceed the funds on deposit in the checking account before the Provider receives reimbursement to replenish the checking account balance. The cost of clearing WIC checks above the \$6 million advance resulting from any delay in invoice access or delivery will be borne by the Provider. The Department shall request the Department of Financial Services to provide expedited handling of the account to cure a chronic overdraft situation resulting from circumstances that are within the Department's ability to rectify.

In the event that the \$6 million advance is not sufficient to routinely maintain a positive checking account balance for three consecutive months, the Department shall seek approval from the Food and Nutrition Service of the U.S. Department of Agriculture to increase the \$6 million advance to a level that would sufficiently fund the daily account disbursements for an average of four work days until the account is restored. However, the final decision to increase the amount of the advance is not within the Department's authority and is solely at the discretion of the U.S. Department of Agriculture.

4. Investment of Unexpended Funds. Interest will be paid to the Department on all unexpended collected funds on deposit at the end of the business day at a compound interest rate equivalent to the 90-day Treasury Bill Yield or better. If a separate account is used for this purpose, it must be a bank account at the Qualified Public Depository in the name of the Department and subject to Florida Statute 280, Security for Public Deposits. All interest earned on the account is payable by check to the Florida WIC Program and will be delivered by mail or by courier along with a daily interest earnings statement no later than the close of business on the 10th day of the month following the month in which the interest was earned. The daily compound interest earnings statement which accompanies the check will include the date, the interest rate, the principle, the number of days invested, and the amount of interest earned.

5. Check Issuance Data. Each business day, the Provider will receive check issuance data from the Department. The data is presently provided electronically through a data link. The data provided by the Department will include the check numbers, first day to use date, and the not-to-exceed value of all checks issued throughout the state on the previous business day. This data will be used by the Provider to establish and maintain a master file of checks in circulation and to edit all checks for excessive redemption amounts, as described in the following section. It may also be used to edit for stale dated checks, which are also discussed

below. If the issue date is changed by Department staff, the new date will be transmitted to the Provider who must update the check record previously transmitted.

6. Authorized WIC Grocer Identification (ID) Process. Authorized WIC grocers apply their ID number with a rubber stamp on the face of each WIC check submitted for payment. Problems with missing stamps or illegible impressions tend to be limited due to the resulting problems for the grocer, including delayed payment or denied payment if the check is not redeposited promptly. This serves as a deterrent to such errors. The Department works with authorized WIC grocers daily as well as through routine training to minimize all errors that cause returns. The Provider will enter the authorized WIC grocer's ID number into its processing system as each WIC check is processed, and store the number with other electronic data about the check.

7. Prepayment Edits. During the check clearing process, the Provider will perform edits of information found on the face of each check or check image prior to acceptance for payment. Any check which fails a prepayment edit will have the reason for rejection identified on the face of the check before it is returned to the bank of deposit. If the check fails a not-for-redeposit fatal edit, the check will also be marked in such a way to preclude redeposit for credit. The following edits are desired at this time. Edits or edit procedures may be modified at the discretion of the Department, provided that any change does not affect the Provider's processing costs. Should the Provider determine that Department modifications to the edits or edit procedures will increase processing costs, the Department and Provider shall negotiate an appropriate amendment to the contract to compensate the Provider as necessary.

- **Stale dated.** WIC checks potentially have a 45-day life outside the banking system during which they can be presented for payment. The WIC participant has thirty days to use the check, and the authorized WIC grocer may deposit a check up to 15 days from the last valid date for use. In order to accommodate the transit through the banking system of a check deposited on the forty-fifth day, the Provider will honor a check for payment if received within 50 days of the first day it can be used. Any checks presented for payment more than 50 days from the first date to use will be rejected and marked accordingly. This is a not-for-redeposit fatal edit.
- **Over Maximum.** Any check presented for payment with a "PAY EXACTLY" amount that is greater than the maximum value for that check will be rejected and marked accordingly. The maximum value will not be displayed on the checks, but the maximum value of each check in circulation will be included with the check issuance data produced daily for the Provider by the Department. This is a not-for-redeposit fatal edit.
- **Stop Payments and Check Intercepts.** The Provider will reject and mark accordingly any check that is subject to a "stop pay" request by an authorized representative of the Department. The names of the Department's Contract Manager or other representatives authorized to make such a request will be designated in writing to the Provider. The Department may also request the interception of a check after payment for investigative purposes. In this situation, the Provider will clear the check if all edits are satisfied and then immediately provide the canceled check or an image replacement document to the Department's Contract Manager or other person authorized in writing by the Contract Manager. This is a not-for-redeposit fatal edit.
- **Missing Signature.** WIC checks require the signature of the person who is authorized to use them at the time they are redeemed. Any check presented to the

Provider for payment that is not signed will be marked and returned to the authorized WIC grocer's bank. The item can be resubmitted after it is signed, provided it is deposited before it becomes stale, as described above.

- **Missing Authorized WIC Grocer's ID Stamp.** The Provider shall reject for payment any check without the authorized WIC grocer's identification number stamped on the face and return the check to the bank of deposit marked accordingly. Checks may be re-deposited for payment after they are returned to the depositor and the authorized WIC grocer's identification stamp is applied. If such a check is marked on the back with information that clearly identifies the grocer and the location, the Provider may use an authorized WIC grocer list provided by the Department to determine the identification number as an alternative to rejecting the check.

- **Invalid Vendor Stamp.** The Department will provide a list of authorized WIC grocers' ID numbers to the Provider. The Provider must confirm the validity of a WIC grocers' ID number prior to payment of a check or checks. The Department will update this list routinely as authorized WIC grocers are authorized or terminated from the program. Checks with invalid numbers must be rejected from payment and will not be eligible for redeposit. Returned checks with invalid numbers must be marked accordingly. This is a not-for-redeposit fatal edit.

8. Proof Operation Data Elements Collected. During the check clearing proof operation, the MICR encoded "PAY EXACTLY" amount will be recorded. This amount is generally keypunched by the bank of deposit or by some authorized WIC grocers. Additionally, the Provider shall capture and store the authorized WIC grocer ID number from each deposited check.

9. Retained Images of Processed Checks. The Provider shall provide a digital image of the front and back of each check presented for payment including those checks ultimately rejected. To satisfy this requirement the Provider shall:

- Maintain an indexing system of all checks presented for payment. The indexing system shall be constructed to permit easy retrieval of images of any check for the purpose of research. The proposed indexing system shall be included in the respondent's reply and shall be approved by the Department as a condition precedent to the execution of this contract.
- Provide and maintain a check image storage and retrieval system accessible to the Department. The proposed storage and retrieval system shall be included in the respondent's reply and shall be approved by the Department as a condition precedent to the execution of this contract.
- Maintain indexed images of all checks presented for payment in accordance with the retention period established by the Department's Standard Contract section I.D. The retained images of processed checks will remain accessible to the Department throughout the entire required retention period.

10. Check Transaction Data. At least monthly, the Provider will transmit the following data to the Department for each check processed during the month:

- Check serial number;
- Date paid;
- Amount paid;

- Transaction code of any failed edit;
- Reference number*; and
- Authorized WIC Grocer's ID number.

*The reference number currently used is the check processing sequence number prefixed by the day and month processed. For example, reference number 12300004526 identifies the 4,526th check processed on December 30th.

The processed check data shall be transmitted to the Department's data center through an electronic file transfer. Processed check data from the previous month may be transmitted to the Department on the first work day of the month following the month in which the checks were processed, but by no later than the third work day of the following month.

11. Daily Invoice to Reimburse Checking Account. The Provider shall provide a written, properly completed invoice to the Department no later than 4:00 p.m. Eastern Time each business day. The written invoice shall include the following:

- Total value of checks paid;
- Total value of returns and adjustments (including credits for items previously paid that should have been rejected);
- Net debit;
- Date the checks were paid; and
- Signature of an Officer of the Provider's corporation attesting to the net debit to the account on the previous bank work day.

The "net debit" to the account will be the total value of checks paid less any returns or adjustments from the previous day's processing, including credits for items accidentally paid that should have been rejected such as stale checks.

12. Daily Invoice Support Documentation. The Provider shall provide a daily invoice which will be accompanied by one copy (on compact disks or other media) of a daily activity report that provides a detailed list of all checks processed. For each check, the daily activity report will list the:

- reference number;
- check number;
- authorized WIC grocer identification number;
- amount paid;
- date paid;
- transaction code of any failed edit;
- cumulative totals of checks presented, by number, value and transaction code;
- cumulative totals of checks paid, by number and value.

The reference number mentioned above will be a number assigned to each check in the order of processing. Presently, the beginning number is reset to zero each day.

Additionally, any adjustments that effect reimbursement of the account for previously processed or omitted items (increase or decrease) that are not included in that day's activity report must be supported by hard copy documentation. These additional records shall be submitted at the same time the invoice is submitted. These records shall be subject to the Department's review and approval prior to accepting the transaction requested.

Finally, a separate summary report will provide the total value of paid checks segregated by valid issuance period. The Provider will receive the issue date and any changes in the issue date from the Department's data processing center, along with the maximum value of all issued checks. Failure to correctly segregate these checks by one of three valid issuance periods may result in rejection of the invoice.

13. Delivery of Provider's Daily Invoice and State Warrant. The Department will accept an electronic transmittal and/or retrieval of the daily invoice and supporting documentation the Provider is required to submit to the Department for payment. However, the Provider must agree to hold the Department harmless, consistent with the terms of this acquisition, for delays or interruptions in delivery or retrieval of the daily invoice.

It has been determined that the Provider will receive the fastest reimbursement by EFT after a paper warrant is delivered to the State Treasury. The Department desires (though does not require) that the Provider have a branch in Tallahassee. This has the added advantages of close proximity of staff for meetings and for rapid resolution of any problems that may arise.

14. Monthly Bank Statement. The Provider will deliver a monthly statement to the Department within 20 calendar days after the end of the month. The monthly statement will include the daily totals of payments made and warrants received, miscellaneous debits and credits identifiable by the date posted and the date to which they pertain, daily withdrawals and deposits of funds utilized for investment purposes, and identification of the daily balance in the account.

15. Reconciliation of Bank Statement. If the daily amount withdrawn from the account differs from the amount that was invoiced for that day, the Provider will be responsible for researching the cause and will resolve the problem within 60 days after the end of the month in which the problem occurred. If after 60 days the out-of-balance condition is not resolved, a miscellaneous debit or credit will be made to the statement so that each daily "list post debit" balances back to the daily invoiced amount.

16. Check Stock Production. The Provider will be responsible for the production or procurement and delivery of all WIC checks used during the term of the contract. The WIC checks delivered shall be serially numbered check stock that is Magnetic Ink Character Recognition (MICR) encoded. These checks shall be configured to permit the Department to use dot matrix printers to print information in the blank fields of numbered WIC check stock. A sample check appears on Attachment I. Additional design specifications, requirements, and a camera-ready copy will be provided by the Department to the Provider. The specifications are as follows:

- Check stock is to be 9 1/2" x 3 1/2" one-part marginally punched continuous interfolded 28-pound MICR bond.
- Check stock colors will be specified by the Department and may be changed.
- Information on the front and back of the check will be subject to periodic revision and modification by the Department. Proofs must be approved by the Department prior to printing.

- The check stock must be perforated, with the right-hand marginal perforation occurring 1/2" inboard of right-hand margin; the left-hand marginal perforation occurring 1 5/8" inboard of left-hand margin; and horizontal perforations occurring between each check.
- Continuous, sequential eight-digit size 316 check numbers in red ink will be printed at the top of the left-hand check stub and in the upper right corner of the check. Checks with missing, duplicate or defective numbers are not acceptable.
- MICR encoding on each check will include check number, bank routing number, and account number. Missing or broken numbers will not be accepted. The MICR encoded check number must always match the sequentially printed red ink check numbers.
- Additional check stock with the same specifications as regular check stock will be available to the Department as required for special purposes such as authorized WIC grocer monitoring and disaster relief.
- Additional non-negotiable (VOID) check stock with similar specifications will be made available to the Department as required for training purposes.
- The provider and any subcontractor will maintain complete segregation of duties among staff associated with check printing and distribution and check clearing and other banking services.
- The present check stock usage is approximately 1.6 million checks per month. Check stock usage exceeds the number actually redeemed due to unredeemed checks, voided checks, and pre-printed checks held in reserve. The Provider will be required to keep pace with any necessary increases in check stock used that results from increases in client caseload.

Note: At the present time, the Florida WIC Program is actively planning to replace its current mainframe-based WIC data system with a web-based WIC data system. It is a possibility that with implementation of the new system or in advance of that time the Department may decide to shift to the use of MICR printers in generating WIC checks. The Provider shall be required to accommodate the Department's implementation of locally generated MICR printed WIC checks. The Department shall provide written notification of its determination and provide the Provider a minimum of 60 days to prepare for any transition. The Provider shall continue to maintain sufficient stock and delivery of WIC checks to enable the issuance of WIC checks during the transition to the locally generated MICR printed WIC checks. A contract amendment would be prepared detailing the change and a resulting negotiated cost reduction.

17. Check Stock Delivery. The procedures for distribution of check stock to local WIC agencies are as follows:

- The initial delivery of check stock must be made no later than three weeks before the contract start date.
- The Provider will deliver check stock by a bonded delivery service such as UPS or FedEx, to local WIC agencies throughout the state each month in quantities established by "standing orders". The quantity shipped to some agencies may be adjusted up or

down at the request of the Department no later than five workdays prior to the established shipping date.

- All shipments of check stock except for emergency shipments will be F.O.B. Destination, Inside Delivery Required.
- In addition to the standing order quantities, the Department will have the option to order special shipments of check stock as needed. This may occur, for example, when an agency has depleted their inventory of checks due to special circumstances. These shipments must be delivered within five calendar days of the request, and the checks must be shipped via bonded delivery service such as UPS or FedEx.
- The Provider must also be able to provide overnight delivery of small quantities (e.g., two or three cartons) of checks due to emergencies that exhaust an agency's supply of checks. Emergency shipments must be shipped via bonded overnight courier such as UPS or FedEx on the day of the request, provided that the request is made before 2:00 p.m. Eastern Time, or the next day if the request is made after 2:00 p.m. Eastern Time. Emergency shipments will also require inside delivery. The Department will bear the delivery cost of these emergency shipments.
- The Provider will store all checks in a highly secure location that is constructed in such a fashion that only individuals designated may have access to these checks. The Provider shall maintain a perpetual inventory system of all checks printed and distributed to local agencies. Inventories of checks shipped will be provided to the Department upon request.
- The Provider will deliver check stock only to the Department and the local agency sites specified by the Department. Current local agency shipping information is contained in Attachment II. The current quantity of checks to be shipped to these sites and specific addresses will be communicated to the Provider after the contract is signed.

18. Beta Testing. Successful beta testing of the Provider's system by the Department will be required within 30 days of the contract's execution. The Provider shall be responsible for the organization, presentation and cost of all beta testing. The Department shall not be liable for any costs associated with the creation, planning, implementation or demonstrations required under beta testing.

As part of their reply, respondents shall provide a detailed written beta test plan to evaluate the respondent's capability to perform under the terms of the contract. The plan must be written with definite timeline milestones permitting the respondent to demonstrate its ability to fully comply with all requirements of this ITN and resulting contract to include but not be limited to: the receipt of WIC checks; processing of the checks against all agreed upon edits; reimbursement of authorized WIC grocer for approved checks or returning rejected checks; the ability to receive check issuance data from the Department and transmit check transaction data; create and deliver the daily invoice; and acceptance of funds to replenish the WIC checking account from the Department of Financial Services.

The Provider shall be considered to have succeeded in its beta testing if each of the designated procedures is completed successfully without fault within 30 days of the contract execution.

Should the Provider fail to successfully perform or complete any portion of the required beta testing within that time, the Department shall require the Provider to revise its procedures and/or processes to enable it to meet contract requirements. The Provider shall be given no more than 72 hours to revise its procedures and processing in time for a reevaluation.

If the Provider still does not successfully perform or complete the required beta testing, the Department shall have the right to immediately cancel the contract with the Provider and return to the pool of those respondents remaining in this ITN. The Department shall have the right to select a respondent from that pool of remaining respondents. The Department will not be liable for any costs associated with beta testing, other start-up costs, or contract cancellation costs if the contract is terminated.

19. Quality Control Plan. The Provider must have in place a quality control plan throughout the life of the contract to ensure that the tasks in the contract are being performed accurately and timely. Respondents must include in their reply a description explaining how they plan to conduct quality control monitoring of the required services/tasks and the frequency of such monitoring. The Department may require evidence of the quality checks being performed or may require Department staff to observe the quality control process or ongoing operations. The respondent's existing quality control system may be satisfactory provided the respondent can demonstrate that its current system comprehensively covers the requirements specified in this ITN.

20. Disaster Plan. By the contract start date, the Provider must have in place a disaster recovery process in the event the Provider's production and processing systems are inoperable for an extended period of time. For the purposes of this requirement, an extended period of time is defined as 24 hours or longer. The disaster recovery system must permit the continued processing and payment of WIC checks and the continued generation of necessary WIC data and reports during any loss of capability at the Provider's primary site.

Respondents must include in their reply a description of a fully redundant disaster recovery system that will be implemented as part of this contract. Included in the description should be an explanation of on-going periodic testing of the disaster recovery system throughout the duration of the contract. The Department may require observers at such testing. The respondent's existing disaster recovery system may be satisfactory provided the respondent can demonstrate that its current system comprehensively covers the requirements specified in this ITN.

The location of the disaster recovery site must be identified to the Department and the disaster recovery process tested and operational by the date WIC check processing begins.

21. Reversion/Transfer Plan. In the event that a competitive procurement process or cancellation of the contract results in reversion of the banking services to the Department or the transfer to another organization, the Provider must continue to provide services during the transition to the new service provider designated by the Department. This includes the Provider processing all checks with issue dates prior to the effective date of termination of the contract, regardless of presentment date. This will result in a phased contract closeout process including increasingly reduced processing of checks with the Provider's bank routing codes. No monthly minimum of checks to be processed is possible under this acquisition.

Respondents must include a description of how such a transfer would be implemented and the procedures that would be followed in the event of termination or expiration of this contract to assure uninterrupted service without loss of any information or management data while

recognizing a reduced need for check processing. The plan should result in minimal, if any, disruption to payments to authorized WIC grocers. In addition, the plan should include assurances that the Department shall retain access to the check image storage and retrieval system throughout the required retention period stated in the contract (which extends past the contract's termination date).

Payments for services during any transition period will remain at current levels. If the contract is not renewed, checks processed by the Provider during the three month closeout period of the original contract will be processed for the same fee as during the third contract year, as will returns or stop pays/intercepted checks. If the contract is renewed by amendment, fees for services during the three month close out period will remain the same as during the final renewal period.

22. Liquidation of Advance At the end of the third contract year, or at the end of any contract renewal period, or at the time of any unscheduled contract termination, the Provider shall, within 72 hours of receipt of written notification by the Department, remit by cashier's check the total of all remaining funds from advances made to the account by the Department during the period of the contract, and subsequent contract renewals. The Department reserves the right to either request liquidation of the account balance through a single payment or to "spend down" advances to the account by netting them against daily Provider invoices for reimbursement of account activity. The Department will not attempt to "net" or "spend down" the account balance through adjustment of the Provider's monthly invoice for contract services provided.

4.8 Task Limits

The Provider shall not perform any tasks related to the project other than those described in the preceding section without the express written consent of the Department.

4.9 Staffing Levels

Each respondent shall include in their reply their proposed staffing for technical, administrative, and clerical support. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities.

The Provider is responsible for maintaining sufficient staffing and devising and maintaining procedures to manage workload so that daily it can process each day's check presentment, create and deliver the necessary daily invoice for payment and process the state warrant of payment. This is critical to replenishing the checking account balance in a timely manner.

In the event the Department determines that the Provider's staffing levels do not conform to those promised in the reply, it shall advise the Provider in writing who shall have thirty (30) days to remedy the identified staffing deficiencies. Failure to remedy the identified staffing deficiencies may lead to the Department terminating the contract.

The Provider shall replace any employee whose continued presence would be detrimental to the success of the project as determined by the department with an employee of equal or superior qualifications. The Department's contract manager will exercise exclusive judgment in this matter.

4.10 Staffing Changes

The Provider shall staff the project with key personnel identified in their reply who are considered by the Department to be essential to this project. Prior to substituting any of the proposed individuals the Provider shall notify and obtain written approval of the proposed substitution from the Department. Written justification should include documentation of the circumstances requiring the changes and a list of proposed substitutions in sufficient detail to permit evaluation of the impact on the project. The Department, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

4.11 Changes in Location

The Provider shall notify the Department in writing a minimum of one week prior to making changes in location that will affect the Department's ability to contact the Provider by telephone or facsimile.

4.12 Equipment

The Provider will be responsible for supplying, at its own expense, all physical facilities and equipment necessary to perform under the contract, including but not limited to computers, telephones, copiers, fax machines, maintenance and office supplies.

4.13 Records and Documentation

To the extent that information is used in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the Provider's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract results from this ITN and entitles the Department to unilaterally cancel the contract. The Provider will be required to promptly notify the Department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the Provider for a period of six years after the termination of the resulting contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract. During the records retention period, the Provider agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department's standard word processing format (currently Microsoft Word 6.0). If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records whether public record or not and promises to defend the Department against the same at its expense.

The Provider shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by the Department upon demand throughout the entire retention period. Where permitted under applicable law, access by the public shall be permitted without delay.

4.14 Outcomes and Outputs (Performance Measures)

Performance measures for this contract are those tasks and deliverables described in the section on services to be performed. It is the expectation of the Department that 100% of these tasks and deliverables will be completed satisfactorily in accordance with the prescribed cycles of activity.

4.15 Provider Unique Activities

The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in the section describing services to be provided. By execution of the resulting contract the Provider recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

4.16 Department Obligations

The Department may provide technical support and assistance to the Provider within the resources of the Department to assist the Provider in meeting the required tasks in Section 4.7, Task List. The support and assistance, or lack thereof shall not relieve the Provider from full performance of contract requirements.

4.17 Department Determinations

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

4.18 Financial Specifications

Funding Source

The WIC Program is funded by the Food and Nutrition Service of the U.S. Department of Agriculture. This project is wholly funded (100%) by the federal government through a grant that totaled \$378,536,313 for Federal Fiscal Year 2009. This represents the statewide total grant funding of this program. There are no general revenue appropriations for the WIC program by the state government in Florida. The continuation of this contract is contingent in part on funding the program by the federal government. The estimated budget for the current contract for the same banking services is \$3.5 million for a three-year period.

Invoicing and Payment of Invoice

(a) Monthly Invoice for Provider Services. In order to be reimbursed for services delivered under the contract, the Provider must follow the process outlined below in submitting a monthly invoice to the contract manager. On each invoice, the Provider will include two regular monthly cost breakouts which are:

- Checks processed for payment times the rate charged per check; and
- Checks returned times the rate charged per return.

Additionally, the Provider will include monthly cost breakouts for the following additional elements if those services were provided during the month:

- Checks intercepted times the rate charged per check;
- Stop payments times the rate charged per check; and
- Actual shipping costs for emergency shipments of checks.

(b) Daily Invoice to Reimburse Checking Account. By 4:00 p.m. Eastern Time of each bank work day, the Provider will deliver to the Department an invoice signed by an official of the provider attesting to the net debit to the checking account on the previous bank work day. This invoice will activate a process to reimburse funds disbursed from the checking account. The daily invoice will be accompanied by one copy (on compact disks or other media) of a daily activity report which provides a detailed list of all checks processed.

4.19 Conflicts

If, in the opinion of the Department, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the Provider shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the Provider supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.

4.20 Cost Reply

Cost replies must be submitted separately from technical replies. For each of the three years of the contract and the three possible renewal years, prices are required for all services described in this ITN. The cost reply scoring tool will consider the total cost to the Department for the total six years of the contract period including renewal period. The prices offered for each of the years should represent approximately one-sixth of the total amount bid on the contract for the six years. In no instance may the price quoted for any of the six years be less than twelve percent nor more than twenty percent of the total cost of the contract period including renewal period. Respondents must submit their cost presentations in the format prescribed in Attachment III.

4.21 Documentation

Submit the following documentation, including but not limited to:

- Title Page
- Confirmation the respondent maintains a clearing account at a branch of the Federal Reserve Bank
- Confirmation that the respondent has a branch or other financial affiliate located in Florida that has been designated by the Treasurer of the State of Florida as a "Qualified Public Depository".

- Documentation that the respondent meets the definition of a financial institution and has total assets of at least \$100 million.
- Technical Reply including:
 - Description of approach to performing tasks
 - Description of staffing and organizational capacity
 - Required Certifications (Attachment VII)
- Cost Reply (Attachment III)

4.22 Evaluation of Replies

Each reply will be evaluated and scored based on the criteria defined in Attachment IV. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each reply. The scores of each member of the Evaluation Team will be averaged with the scores of the other members to determine the final scoring.

The scoring of replies establishes a reference point from which to make negotiation decisions. It in no way implies that a contract will be awarded. The department reserves the right to award more than one contract resulting from evaluation of replies submitted in response to this ITN, as well as the right to reject all replies. The department reserves the right to enter into concurrent negotiations with more than one respondent. When the department enters into concurrent negotiations with more than one respondent, the contract award is determined as a result of those negotiations.

4.23 Description of Approach to Performing Task

The technical reply shall include a section to explain the respondent's approach to providing the services specified in this solicitation. The respondent will address all requirements on the Task List. The respondent's technical approach will demonstrate a thorough understanding and insight into the services required for WIC banking services including check processing and reporting. At a minimum, this section should address:

- The respondent's demonstrated technical knowledge, expertise and ability to meet the specifications stated in the Scope of Service and Task List.
- An explanation of how the services will be provided in a manner consistent with the Department's requirements (specifically addressing each task in the task list).
- Identification of subcontractors and their role in providing required services.
- How system operations will not be interrupted in the event of a disaster or a change in Provider's operations or if departmental requirements change.

4.24 Description of Staffing and Organizational Capacity

The respondent must provide evidence to demonstrate that the respondent possesses the necessary experience and qualifications to perform the type of services required under this contract. The respondent's reply must include:

- A description of the staff that will provide the service and their qualifications.

- A table of organization. The table of organization needs to only show the staff that will support contract implementation and service delivery and that section's placement within the organizational structure of the Provider. A similar table of organization will be required for any subcontractor who will be providing services beyond check production and delivery.
- A synopsis of corporate qualifications, indicating the ability to manage and provide the required services.
- A description of staff experience with services similar to those requested in the ITN.
- Confirmation the respondent maintains a clearing account at a branch of the Federal Reserve Bank.
- Confirmation that the respondent has a branch or other financial affiliate located in Florida that has been designated by the Treasurer of the State of Florida as a "Qualified Public Depository".
- Documentation that the respondent meets the definition of a financial institution and has total assets of at least \$100 million.
- Confirmation that the respondent does not plan to subcontract with a vendor listed on the Florida suspended vendor list and convicted vendor list.
- Confirmation that the respondent is registered in MyFloridaMarketPlace or a statement acknowledging that if they are the selected Provider that they will register in MyFloridaMarketPlace within 5 days after posting of intent to award.
- At least two references.

SECTION 5 SPECIAL INSTRUCTIONS TO RESPONDENTS

These "Special Instructions" shall take precedence over form PUR 1001 unless the conflicting term in PUR 1001 is statutorily required, in which case the term contained in the form PUR 1001 shall take precedence.

5.1 Instructions For Submitting Replies

Electronic submission of replies is not required and will not be accepted for this solicitation. This Special Instruction takes precedence over General Instruction #3.

- Replies may be sent by U.S. Mail, Courier, Overnight, or Hand-Delivered to the location as identified in the Timeline.
- Replies must be submitted in a sealed envelope/package and shall be clearly marked on the outside with the reply number, date and time of opening, as identified in the Timeline. Each package shall contain two separate envelopes; one envelope shall be labeled Technical Reply and the second envelope shall be labeled Cost Reply. The Technical Reply and Cost Reply will be opened as indicated in the Timeline.
- If any information is considered to be a "trade secret" as described below, that information shall be enclosed in a third, separate envelope properly marked **AND INCLUDED WITH EACH REQUIRED COPY OF THE REPLY.**

- The original reply plus five (5) additional paper copies of the reply and two (2) electronic copies of the reply must be submitted. Each of the replies (8 in total) must be comprehensive and include all submitted materials and all supporting and signed documents. Failure to include all documents with the original reply and each copy may result in information not being considered by an Evaluation Team member.
- It is the responsibility of the respondent to assure their reply is submitted at the place and time indicated in the Timeline.
- Late replies/offers will not be accepted.

5.2 Public Records and Trade Secrets

Article I, 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 vendor claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information “**CONFIDENTIAL**” and provide the specific statutory citation for such exemption. Failure to comply with this section will result in the complete disclosure of all submitted materials not in compliance with this section.

The Department of Health will not defend the Vendor’s claim of public record exemption, but will notify the Vendor of receipt of a public records request so that the Vendor may defend its claim in court.

5.3 Instructions for Formatting Replies

- Respondents are required to complete, sign, and return the “Title Page” with their replies.
- The reply should be single-spaced. Include 1) table of contents, 2) index, 3) appendices, 4) other support materials.
- The pages should be numbered and one-inch margins should be used.
- The font size and type is at the discretion of the respondent but must be at least as large as the font type you are currently reading (Arial 11).
- One (1) original reply, five (5) copies of the reply, and two electronic copies of the reply on CD. All submitted copies must include copies of all supporting documents.
- The technical reply should be organized in such a manner that the evaluator can easily identify and locate the various components of each section. A cross reference table that matches each section of the ITN with the respondent’s reply should be included. An example is included as Attachment XIII.

Materials submitted will become the property of the State of Florida. The state reserves the right to use any concepts or ideas contained in the response.

5.4 Respondents Inquiries

These instructions take precedence over General Instruction #5.

Questions related to this ITN must be received in writing by the contact person listed below by the time indicated in the Timeline. The questions may be sent US mail, courier, overnight, e-mail, fax, or hand-delivered. No telephone calls will be accepted. During an active competitive solicitation, communications are restricted to those submitted in writing during the period identified in the Timeline. Inquiries submitted after the period specified in the Timeline will not be addressed. Answers will be posted on the MyFlorida.com Vendor Bid System web site, http://vbs.dms.state.fl.us/vbs/main_menu, as indicated in the Timeline.

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 as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Florida Department of Health
Attention: Patti J. Spain, Suite 310
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Fax: 850-412-1456
Email: patti_spain@doh.state.fl.us

5.5 Notice of Scheduled Public Meetings

Pursuant to Chapter 286, F.S. certain deliberations during this acquisition must be conducted during a noticed public meeting.

- The Department has tentatively scheduled, at appropriate intervals, anticipated public meetings during which certain issues may be discussed regarding the progress of the bid.
- The Department intends the meetings to occur as shown in the time line schedule for this solicitation, or as amended see Section 6.6.
- Approximately, 30 minutes prior to the scheduled meeting, the Department shall determine if a meeting is required and if so shall proceed with that scheduled meeting. Should it be determined a meeting is not necessary for the scheduled time, the meeting shall be cancelled.
- The Department shall provide a “meet-me” telephone call-in number for respondents who wish to be present during those scheduled meetings that are held.
- Respondent participation shall be limited consistent with Florida law. Pursuant to *Keesler v Community Maritime Park Associates* 32 So.3d 659 (1st DCA 2010), members of the public do have a right to attend public meetings; however, the public does not have a right to speak at the meetings.
- Should the Department determine the meeting is unnecessary, the cancellation of that meeting shall be posted on the door of the meeting room at the Prather Building, 2585 Merchants Row Boulevard, Suite 110, Tallahassee, Florida 32399. Those members of the public that call-in shall be notified of the call’s cancellation within the first 15 minutes of the call’s scheduled start time.

5.6 Special Accommodations

Any person requiring special accommodations at DOH Purchasing because of a disability should call DOH Purchasing at (850) 245-4199 at least five (5) work days prior to any pre-reply conference, reply opening, or meeting. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

5.7 Subcontractors

The accurate assignment of responsibility for Provider performance is of prime concern to the Department and the planned use of any and all subcontractors must be clearly identified and explained in the respondent's reply.

The respondent must submit the name of any subcontracted firm, names of contract personnel, any potential conflict of interest by the contract personnel with the Department, and an explanation of their qualifications with its reply in response to this ITN.

- If a subcontractor will be used, a copy of the proposed subcontract must be submitted as part of the reply to this ITN.
- Failure to identify any such subcontractor in the respondent's reply shall be sufficient cause for disqualification of a reply or cancellation of a contract.

The Provider may, only with the Department's prior written approval, enter into subcontracts for performance of specific services.

- No services are to be provided nor received until such approval is obtained in writing.
- The Provider shall be responsible to ensure that any subcontract agreement approved under this contract shall not interrupt check payment or delivery of the daily invoice.
- The Provider shall be solely responsible for all activities of any subcontractor services under this contract. No subcontract that the Provider enters into with respect to performance under the contract shall in any way relieve the Provider of any responsibility for performance of its contract responsibilities with the Department.
- The Department reserves the right to request and review necessary subcontractor qualifications and similar information in conjunction with its determination regarding a subcontract request.
- The Provider shall be required to certify that notwithstanding any subcontract relationship, the Provider shall remain liable for all processing time limits and errors that occur regardless of source.

The Provider's subcontracts (subcontractors) must meet the same standards, terms and conditions for procurement as imposed on the Provider by this ITN. The Department considers the following non-inclusive list of subcontract assignments under the restrictions of this ITN:

a) Suppliers of:

- computer time or computer equipment not owned by the respondent
- operational services such as keypunching, report printing, miscellaneous clerical services not directly in the employment of the Provider
- computer software or computer operating systems not owned by the Provider
- check printing; storage; and destruction services

b) Support personnel such as systems analysts or systems programmers not directly in the employment of the Provider.

The Department of Health encourages the use of minority vendors for subcontracting opportunities. In the event that the Provider does subcontract with a minority business, a monthly Minority Business Enterprise Report (Attachment V) summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month and project to date must be supplied. The report shall include the names, addresses and dollar amount of each certified and non-certified MBE participant and a copy must be forwarded to the Contract Manager of the Department of Health. The Department of Health's Minority Coordinator (850-245-4198) and the Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minority subcontractors, as needed.

SECTION 6 SPECIAL CONDITIONS

These "Special Conditions" shall take precedence over form PUR 1000 unless the conflicting term in PUR 1000 is statutorily required, in which case the term contained in the form PUR 1000 shall take precedence.

6.1 Cost of Preparation

Neither the Department of Health nor the State is liable for any costs incurred by a respondent in responding to this solicitation.

6.2 Vendor Registration

Each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors.

Those lacking internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

For vendors located outside of the United States, please contact Vendor Registration Customer Service at 866-352-3776 (8:00 AM - 5:30 PM Eastern Time) to register.

6.3 Identical Tie Replies

When evaluating vendor responses to solicitations where there is identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 F.A.C.

6.4 Renewal

This Special Condition takes precedence over General Conditions #27 in PUR1000 of this solicitation.

The contract resulting from this solicitation may be renewed, in whole or in part, for a period that may not exceed 3 years. Pricing of each potential renewal year, as described in section 4.20, is required and will be evaluated by the Department in accordance with Ch. 2010-151 Laws of Florida. The renewal shall be in writing and subject to the same terms and conditions set forth in the original contract. The renewal shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. The renewal may not include any compensation for costs associated with the renewal.

6.5 Verbal Instructions Procedure

No negotiations, decision, or actions shall be initiated or executed by the respondent as a result of any DISCUSSIONS WITH ANY State employee. Only those communications, which are in writing from the Department of Health's Purchasing Office, may be considered as a duly authorized expression on behalf of the State. Also, only communications from respondents in writing will be recognized by the State as duly, authorized expressions on behalf of the respondent.

6.6 Addenda

If the Department of Health finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on the MyFlorida.com Vendor Bid System, http://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of the respondent to be aware of any addenda that might have bearing on their reply.

6.7 Unauthorized Aliens

NOTICE TO CONTRACTOR: The employment of unauthorized aliens by any contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this contract.

6.8 Certificate of Authority

All corporations, limited liability companies, corporations, not for profit, and partnerships seeking to do business with the State shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, and 620, Florida Statutes, respectively.

6.9 Minority and Service-Disabled Veteran Business Participation

The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Respondents are encouraged to contact the Office of Supplier Diversity at 850/487-0915 or visit their website at <http://osd.dms.state.fl.us> for more information on becoming a certified MWBE or SDVBE or for names of existing businesses that may be available for subcontracting or supplier opportunities.

6.10 Solicitation Guarantee

(1) All replies shall be accompanied by a surety bond in the amount of ten percent (10%) of the respondent's estimated first year cost as calculated in Attachment IV.

- (a) The surety bond shall be conditioned upon the selected Provider submitting the specified performance bond within ten (10) calendar days following notice of award, in the form and manner required by the Department.
- (b) A respondent's failure to provide the required solicitation guarantee in the manner stated shall cause the reply to be considered non-responsive to this solicitation.

(2) The solicitation surety bond shall require payment to the Department of the sum of the bond surrendered as agreed liquidated damages:

- (a) If the selected Provider fails to deliver the performance bond required under the terms of this acquisition;
- (b) upon the Department:
 - 1. Withdrawing the award and returning to the pool of remaining respondents in this bid; or
 - 2. Issuing a new solicitation the cost of each borne by the solicitation guarantee.

(3) The solicitation guarantee will be returned:

- (a) To unsuccessful respondents after the intent to award is posted and
- (b) To the selected Provider upon delivery of the required performance bond and contract execution.

(4) The cost of the solicitation guarantee shall be borne by the respondent.

6.11 Performance Bond

Within ten (10) days after notification of award, the selected Provider shall, as a condition of contract award, submit a performance bond under the terms and conditions as outlined in Attachment XI to this ITN. Failure by the selected Provider to provide the required performance bond within the time designated shall cause the solicitation guarantee surety bond submitted with the reply to be forfeited as liquidated damages because of such failure. Failure to deliver the performance bond shall cause the Department to withdraw the award and return to the pool of remaining respondents or conduct a new solicitation the cost of each borne by the solicitation guarantee surrendered as agreed liquidated damages.

The performance bond submitted must be renewed each subsequent year before the preceding year's bond expires. The bond must be issued by a surety company licensed to do business in the State of Florida consistent with the terms of Attachment XI.

The cost of the performance bond shall be borne by the selected respondent.

6.12 Standard Contract/Purchase Order

Each respondent shall review and become familiar with the Department's Standard Contract and/or Purchase Order which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Use of one of these documents is mandatory for departmental contracts as they contain the basic clauses required by law. The terms and conditions contained in the Standard Contract or Purchase Order are non-negotiable. The terms covered by the "DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS" are hereby incorporated by reference. The standard contract and purchase order terms and conditions are Attachments VI and IX, respectively.

6.13 Licenses, Permits, and Taxes

Respondent shall pay for all licenses, permits and taxes required to operate in the State of Florida. Also, the respondent shall comply with all Federal, State & Local codes, laws, ordinances, regulations and other requirements at no cost to the Florida Department of Health.

6.14 Conflict of Interest

Section 287.057(18), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

6.15 Termination

This Special Instruction takes precedence over General Instruction #22 and #23.

Termination shall be in accordance with Department of Health Standard Contract, Attachment VI, Section III B or Purchase Order Terms and Conditions, Attachment IX.

As noted in Section 3.2, if a new Electronic Benefits Transfer system is implemented before the end of the contract or contract renewal period, the contract will be terminated without cause upon no less than 30 days' notice.

**Attachment II
Local WIC Agency Mailing List
As of June 2010
Complete Addresses Furnished to Provider**

Name/Address
Bay County WIC Program Panama City, FL 32401
Brevard County WIC Program Cocoa, FL 32922-6855
Broward County WIC Program Ft. Lauderdale, FL 33315
Charlotte County WIC Program Punta Gorda, FL 33950
Citrus County WIC Program Inverness, FL 34450
Clay County WIC Program Green Cove Springs, FL 32043
Collier County WIC Program Naples, FL 34106
Dade County WIC Program Miami, FL 33166
DeSoto County WIC Program Arcadia, FL 34266
Duval County WIC Program Jacksonville, FL 32211
Escambia County WIC Program Pensacola, FL 32501
Flagler County WIC Program Bunnell, FL 32110
Gadsden County WIC Program Quincy, FL 32351
Hernando County WIC Program Spring Hill, FL 34606
Highlands County WIC Program Sebring, FL 33875
Hillsborough County WIC Program Tampa, FL 33605
Indian River County WIC Program Vero Beach, FL 32960
Jackson County WIC Program Marianna, FL 32446
Lake County WIC Program Tavares, FL 32778
Lee County WIC Program Ft. Myers, FL 33916
Leon County WIC Program Tallahassee, FL 32303
Manatee County WIC Program Bradenton, FL 34208

Name/Address
Marion County WIC Program Ocala, FL 34478
Martin County WIC Program Stuart, FL 34994
Monroe County WIC Program Marathon, FL 33050
Nassau County WIC Program Hilliard, FL 32046
North Central Florida WIC Program Gainesville, FL 32605
Okaloosa County WIC Program Ft. Walton Beach, FL 32548-5066
Okeechobee County WIC Program Okeechobee, FL 34972-4340
Orange County WIC Program Orlando, FL 32809
Osceola County WIC Program Kissimmee, FL 34744
Palm Beach County WIC Program Greenacres, FL 33463
Pasco County WIC Program New Port Richey, FL 34654-2533
Pinellas County WIC Program St. Petersburg, FL 33701
Polk County WIC Program Bartow, FL 33830
Putnam County WIC Program Palatka, FL 32177
St. Johns County WIC Program St. Augustine, FL 32086
St. Lucie County WIC Program Port St. Lucie, FL 34983
Santa Rosa County WIC Program Milton, FL 32572-0929
Sarasota County WIC Program Sarasota, FL 34230-2658
Seminole County WIC Program Sanford, FL 32773
University of Miami WIC Program Miami, FL 33101
Volusia County WIC Program Daytona Beach, FL 32117-5114

Note: An occasional shipment will need to be sent to the State WIC Office in Tallahassee, Florida, 32311.

**ATTACHMENT III
COST REPLY**

The respondent must submit the following prices in accordance with Section 4.20 of the ITN:

(1) First Year of the Contract: 4/01/11 - 3/31/12

Price per check processed for payment based upon a projection of 1,600,000 checks per month is: \$ _____

Price per returned check based upon projected monthly returns of 12,000 checks is: \$ _____

Price per stop pay or intercept based upon 5 checks per month is: \$ _____

(2) Second Year of the Contract: 4/01/12 - 3/31/13

Price per check processed for payment based upon a projection of 1,650,000 checks per month is: \$ _____

Price per returned check based upon projected monthly returns of 12,500 checks is: \$ _____

Price per stop pay or intercept based upon 5 checks per month is: \$ _____

(3) Third Year of the Contract: 4/01/13 - 3/31/14

Price per check processed for payment based upon a projection of 1,700,000 checks per month is: \$ _____

Price per returned check based upon projected monthly returns of 13,000 checks is: \$ _____

Price per stop pay or intercept based upon 5 checks per month is: \$ _____

(4) First Year of Renewal Contract: 4/01/14 - 3/31/15

Price per check processed for payment based upon a projection of 1,750,000 checks per month is: \$ _____

Price per returned check based upon projected monthly returns of 13,500 checks is: \$ _____

Price per stop pay or intercept based upon 5 checks per month is: \$ _____

(5) Second Year of Renewal Contract: 4/01/15 - 3/31/16

Price per check processed for payment based upon a projection of 1,800,000 checks per month is: \$ _____

Price per returned check based upon projected monthly returns of 14,000 checks is \$ _____

Price per stop pay or intercept based upon 5 checks per month is: \$ _____

(6) Third Year of Renewal Contract: 4/01/16 - 3/31/17

Price per check processed for payment based upon a projection of 1,850,000 checks per month is: \$ _____

Price per returned check based upon projected monthly returns of 14,500 checks is \$ _____

Price per stop pay or intercept based upon 5 checks per month is: \$ _____

The total six year value of the respondent's reply is: _____

Signature of Authorized Representative

Title

Date

Company

ATTACHMENT IV EVALUATION CRITERIA

Overview

Each respondent's reply will be reviewed by members of the Evaluation Team. The maximum possible score for a reply is 240 points. The evaluation areas and maximum possible points are as follows:

Qualifying Criteria	Yes or No – No Points
Technical Reply	135 points
Cost Reply	105 points

A grand total score for each reply will be calculated for each evaluator. The grand total scores for all evaluators for a particular reply will then be averaged. The resulting average will be the final overall score for the respondent.

Qualifying Criteria

The initial review of each respondent's reply will be to determine whether three compulsory requirements are met. No points will be awarded; any replies that do not comply with all three requirements will be deemed non-responsive and ineligible for further evaluation.

Technical Reply

It is expected that respondents will address all of the services to be provided under the ITN in their reply. Items to be scored by the evaluation team have been given a value of up to five points.

Members of the evaluation team will assign a point value for each item based upon their assessment of how well each respondent's technical reply demonstrates that their approach meets or exceeds each of the requirements listed.

Cost Reply

The Cost Reply total points awarded will be calculated in two parts as follows:

Part 1: A total of 100 points will be awarded to the reply with the lowest overall "Estimated Cost for All Six Years". Points for other replies will be assigned using the following formula:

$$(X/N) \times 100 = Z$$

Where:

X = Lowest cost reply's 6 years estimated cost

N = This reply's 6 years estimated cost

Z = Awarded points for Part 1

Part 2: Up to 5 points will be awarded to the respondent's cost reply score based upon how well the prices are balanced over the six years as described in Section 4.20 of the ITN.

The scores of the two parts of the Cost Reply Evaluation will be added together to create the Cost Reply Total Score for the respondent.

EVALUATION SCORING TOOL

ITN Rating Sheet for Company: _____

Evaluator/Date: _____

Qualifying Criteria

Failure to satisfy the following requirements shall render a reply non-responsive and ineligible for further consideration.

- | | <u>Y</u> | <u>N</u> |
|---|----------|----------|
| 1) Does the reply confirm that the financial institution maintains a clearing account at any branch of the Federal Reserve Bank? | — | — |
| 2) Does the reply confirm that the financial institution has a branch or other financial affiliate located in Florida that has been designated by the Treasurer of the State of Florida as a “Qualified Public Depository” (QPD) which fully complies with Chapter 280, Florida Statutes? | — | — |
| 3) Does the reply confirm that the financial institution has total assets of at least \$100 million? | — | — |

ITN Rating Sheet for Company: _____

Evaluator/Date: _____

Evaluation of Technical Reply

ITN Question Number	ITN Section	Question	Possible Point Value	Actual Points Awarded
1	4.23	How well does the reply describe the respondent's approach to providing the services specified in the ITN?	5	
2	4.7.A.1	How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Check Clearing</u> ? Considerations include the adequacy and completeness of the respondent's description of its approach to performing this task.	5	
3	4.7.A.2	<p>How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Checking Account</u>? Considerations include but may not be limited to the adequacy and completeness of the respondent's description of its approach to performing the following services:</p> <ul style="list-style-type: none"> • Creation and maintenance of an interest bearing checking account in the Department's name • Acknowledgement that the ownership and title of the funds remain vested in the Department • Funds to be withdrawn or accessed only for check clearing or overnight investment purposes until contract terminates and funds liquated • Funds in the account will not be transferred or held on deposit by an entity other than the Provider's Qualified Public Depository in Florida 	5	

ITN Rating Sheet for Company: _____

Evaluator/Date: _____

ITN Question Number	ITN Section	Question	Possible Point Value	Actual Points Awarded
4	4.7.A.3	<p>How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Checking Account Balance Maintenance</u>? Considerations include but may not be limited to the adequacy and completeness of the respondent's description of its approach to performing the following services:</p> <ul style="list-style-type: none"> • Management of workflow to allow timely completion of check processing, creation and presentment of daily invoice • Offers secure on-line inquiry-only access to the Department's checking account status • Acknowledgement that WIC check redemptions could exceed the funds on deposit in the checking account before the Provider receives reimbursement to replenish the account 	5	
5	4.7.A.4	<p>How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Investment of Unexpended Funds</u>? Considerations include but may not be limited to the adequacy and completeness of the respondent's description of its approach to performing the following services:</p> <ul style="list-style-type: none"> • Compound interest rate equivalent at least to the 90 day Treasury bill yield • Interest to be paid by 10th day of the month following the month in which the interest was earned • Submits daily interest earning statement with interest payment which includes <ul style="list-style-type: none"> • The date • Interest rate • The principle • The number of days invested • The amount of interest earned 	5	

ITN Rating Sheet for Company: _____

Evaluator/Date: _____

ITN Question Number	ITN Section	Question	Possible Point Value	Actual Points Awarded
6	4.7.A.5	<p>How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Check Issuance Data</u>? Considerations include but may not be limited to the adequacy and completeness of the respondent's description of its approach to performing the following services:</p> <ul style="list-style-type: none"> • Receives a check issuance data file from the Department each workday • Establish a master file of checks in circulation • Maintains and updates the master file with updated data from the Department 		
7	4.7.A.6	<p>How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Authorized WIC Grocer Identification (ID) Process</u>? Considerations include but may not be limited to the adequacy and completeness of the respondent's description of its approach to performing the following services:</p> <ul style="list-style-type: none"> • Enters authorized WIC grocer ID number for each check as it is processed • Stores authorized WIC grocer ID number with other electronic data about the check 	5	

ITN Rating Sheet for Company: _____

Evaluator/Date: _____

ITN Question Number	ITN Section	Question	Possible Point Value	Actual Points Awarded
8	4.7.A.7	<p>How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Prepayment Edits</u>? Considerations include but may not be limited to the adequacy and completeness of the respondent's description of its approach to performing the following services:</p> <ul style="list-style-type: none"> • Performs prepayment edits on all checks presented for payment • Reason for rejection is identified on the face of the check • Checks with not-for-redeposit fatal edits marked to preclude redeposit • Edits to include: <ul style="list-style-type: none"> • Stale dated checks • Over maximum checks • Stop payments and check intercepts • Checks with missing signatures • Checks with missing authorized WIC grocer's ID stamp • Checks with invalid vendor stamp 	5	
9	4.7.A.8	<p>How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Proof Operation Data Elements Collected</u>? Considerations include the adequacy and completeness of the respondent's description of its approach to performing this task.</p>	5	

ITN Rating Sheet for Company: _____

Evaluator/Date: _____

ITN Question Number	ITN Section	Question	Possible Point Value	Actual Points Awarded
10	4.7.A.9	<p>How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Retained Images of Processed Checks</u>? Considerations include but may not be limited to the adequacy and completeness of the respondent's description of its approach to performing the following services:</p> <ul style="list-style-type: none"> • Maintains an indexing system of all checks presented for payment • Maintains a check image storage and retrieval system accessible to the Department • Retains indexed images of all checks presented for payment in accordance with required retention periods 	5	
11	4.7.A.10	<p>How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Check Transaction Data</u>? Considerations include but may not be limited to the adequacy and completeness of the respondent's description of its approach to performing the following services:</p> <ul style="list-style-type: none"> • Check serial number • Date paid • Amount paid • Transaction code of any failed edit • Reference number • Authorized WIC Grocer's ID number 	5	

ITN Rating Sheet for Company: _____

Evaluator/Date: _____

ITN Question Number	ITN Section	Question	Possible Point Value	Actual Points Awarded
12	4.7.A.11	<p>How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Daily Invoice to Reimburse Checking Account</u>? Considerations include but may not be limited to the adequacy and completeness of the respondent's description of its approach to performing the following services:</p> <ul style="list-style-type: none"> • total value of checks paid; • total value of returns and adjustments (including credits for items previously paid that should have been rejected); • net debit; • date the checks were paid; and • signature of an Officer of the Provider's corporation attesting to the net debit to the account. 	5	
13	4.7.A.12	<p>How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Daily Invoice Support Documentation</u>? Considerations include but may not be limited to the adequacy and completeness of the respondent's description of its approach to performing the following services:</p> <ul style="list-style-type: none"> • reference number; • check number; • authorized WIC grocer identification number; • amount paid; • date paid; • transaction code of any failed edit; • cumulative totals of checks presented, by number, value and transaction code; • cumulative totals of checks paid, by number and value • segregate costs the total value of paid checks by valid issuance period 	5	

ITN Rating Sheet for Company: _____

Evaluator/Date: _____

ITN Question Number	ITN Section	Question	Possible Point Value	Actual Points Awarded
14	4.7.A.13	How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Delivery of Provider's Daily Invoice and State Warrant</u> ? Considerations include the adequacy and completeness of the respondent's description of its approach to performing this task.	5	
15	4.7.A.14	How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Monthly Bank Statement</u> ? Considerations include the adequacy and completeness of the respondent's description of its approach to performing this task.	5	
16	4.7.A.15	How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Reconciliation of Bank Statement</u> ? Considerations include the adequacy and completeness of the respondent's description of its approach to performing this task.	5	

ITN Rating Sheet for Company: _____

Evaluator/Date: _____

ITN Question Number	ITN Section	Question	Possible Point Value	Actual Points Awarded
17	4.7.A.16	<p>How well does the reply meet the requirements described under the task entitled <u>Check Stock Production</u>? Considerations include but may not be limited to the adequacy and completeness of the respondent's description of its approach to performing the following services:</p> <ul style="list-style-type: none"> • Check stock size and paper • Check stock color specifications • Modifications to front and back of the check • Provision of proofs for check stock changes • Perforations of check stock • Continuous sequential eight digit size 316 check numbers in red ink on top left hand of check stub and upper right corner of check • Prevention of missing, duplicate, or defective check numbers • MICR encoding of check stock to include check number, bank routing number, and account number • Prevention of missing or broken numbers • MICR encoded check number matches sequentially printed red ink check numbers • Provision of additional check stock to the Department for special purposes • Provision of non-negotiable (Void) check stock to the Department for training purposes • Segregation of duties among staff involved with check printing and distribution, check clearing and other banking services • Provision of check stock meets usage required by client caseload; acknowledging usage exceeds the number actually redeemed due to unredeemed checks, voided checks, and pre-printed checks. 	5	

ITN Rating Sheet for Company: _____

Evaluator/Date: _____

ITN Question Number	ITN Section	Question	Possible Point Value	Actual Points Awarded
18	4.7.A.17	<p>How well does the reply meet the requirements described under the task entitled <u>Check Stock Delivery</u>? Considerations include but may not be limited to the adequacy and completeness of the respondent's description of its approach to performing the following services:</p> <ul style="list-style-type: none"> • Initial check stock delivery no later than 3 weeks before the contract start date. • Delivery by bonded delivery service to local agencies • Delivery based upon "standing orders" unless quantity changed by the Department • Delivery is F.O.B. Destination, Inside Delivery Required except for emergency shipments • Deliver special shipments of check stock as needed within five calendar days of the request • Special shipments are delivery by bonded delivery service • Provide emergency shipments of small quantities of check stock via bonded overnight courier • Emergency shipments shipped on the day of request if requested before 2pm Eastern Time or next day if requested after 2pm Eastern Time • Checks are stored in a highly secure location • Maintains perpetual inventory system of all checks printed and distributed to local agencies • Provides inventories of checks shipped to the Department upon request • Delivers check stock only to the Department and local agency sites specified by the Department 	5	

ITN Rating Sheet for Company: _____

Evaluator/Date: _____

ITN Question Number	ITN Section	Question	Possible Point Value	Actual Points Awarded
19	4.7.A.18	How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Beta Testing</u> ? Considerations include the adequacy and completeness of the respondent's detailed written beta test plan to evaluate their capability to perform the ITN's requirements.	5	
20	4.7.A.19	How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Quality Control Plan</u> ? Considerations include the adequacy and completeness of the respondent's description of its approach to performing this task.	5	
21	4.7.A.20	How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Disaster Plan</u> ? Considerations include the adequacy and completeness of the respondent's description of its approach to performing this task.	5	
22	4.7.A.21	How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Reversion/Transfer Plan</u> ? Considerations include the adequacy and completeness of the respondent's description of its approach to performing this task.	5	
23	4.7.A.22	How well does the reply describe how the respondent will meet the requirements under the task entitled <u>Liquation of Advance</u> ? Considerations include the adequacy and completeness of the respondent's description of its approach to performing this task.	5	

ITN Rating Sheet for Company: _____

Evaluator/Date: _____

ITN Question Number	ITN Section	Question	Possible Point Value	Actual Points Awarded
24	5.7	<p>How well does the reply describe the use of subcontractors to perform services under this ITN? Considerations to include but may not be limited to the following items:</p> <ul style="list-style-type: none"> • The services to be performed by the subcontractor • Qualifications of subcontractor to perform the assigned services • Lack of impact in interrupting check payment or the delivery of the daily invoice • Subcontractors are not on Florida's suspended or convicted vendor list 	5	
25	4.24	<p>How well does the reply describe the staff that will provide the service, their qualifications and a table of organization showing the staff supporting contract implementation and service delivery and their placement within the organizational structure of the Provider?</p>	5	
26	4.24	<p>How well does the reply describe corporate qualifications demonstrating that it has the ability to manage and provide the required services?</p>	5	
27	4.24	<p>How well does the reply describe staff experience with services similar to those requested in the ITN?</p>	5	

Technical Reply Total Points Awarded: _____

ITN Rating Sheet for Company: _____

Evaluator: _____

Evaluation of Cost Reply

For each contract year, the respondent's cost reply will be evaluated based upon the following cost computation worksheet:

FOR THE FIRST YEAR OF THE CONTRACT, THE TOTAL ANNUAL COST TO THE STATE OF FLORIDA WILL BE COMPUTED AS FOLLOWS:

19,200,000 checks processed:	x	_____	=	\$ _____
144,000 checks returned:	x	_____	=	\$ _____
60 stop payments:	x	_____	=	\$ _____

ESTIMATED FIRST YEAR COST: \$ _____

FOR THE SECOND YEAR OF THE CONTRACT, THE TOTAL ANNUAL COST TO THE STATE OF FLORIDA WILL BE COMPUTED AS FOLLOWS:

19,800,000 checks processed:	x	_____	=	\$ _____
150,000 checks returned	x	_____	=	\$ _____
60 stop payments	x	_____	=	\$ _____

ESTIMATED SECOND YEAR COST: \$ _____

FOR THE THIRD YEAR OF THE CONTRACT, THE TOTAL ANNUAL COST TO THE STATE OF FLORIDA WILL BE COMPUTED AS FOLLOWS:

20,400,000 checks processed:	x	_____	=	\$ _____
156,000 checks returned:	x	_____	=	\$ _____
60 stop payments:	x	_____	=	\$ _____

ESTIMATED THIRD YEAR COST: \$ _____

SUBTOTAL OF ESTIMATED 1st, 2nd, and 3rd YEAR COST \$ _____

ITN Rating Sheet for Company: _____

Evaluator: _____

Evaluation of Cost Reply continued

FOR THE FIRST YEAR OF RENEWAL CONTRACT, THE TOTAL ANNUAL COST TO THE STATE OF FLORIDA WILL BE COMPUTED AS FOLLOWS:

21,000,000 checks processed:	x	_____	=	\$ _____
162,000 checks returned:	x	_____	=	\$ _____
60 stop payments:	x	_____	=	\$ _____

ESTIMATED FIRST YEAR RENEWAL COST: \$ _____

FOR THE SECOND YEAR OF RENEWAL CONTRACT, THE TOTAL ANNUAL COST TO THE STATE OF FLORIDA WILL BE COMPUTED AS FOLLOWS:

21,600,000 checks processed:	x	_____	=	\$ _____
168,000 checks returned:	x	_____	=	\$ _____
60 stop payments:	x	_____	=	\$ _____

ESTIMATED SECOND YEAR RENEWAL COST: \$ _____

FOR THE THIRD YEAR OF RENEWAL CONTRACT, THE TOTAL ANNUAL COST TO THE STATE OF FLORIDA WILL BE COMPUTED AS FOLLOWS:

22,200,000 checks processed:	x	_____	=	\$ _____
174,000 checks returned:	x	_____	=	\$ _____
60 stop payments:	x	_____	=	\$ _____

ESTIMATED THIRD YEAR RENEWAL COST: \$ _____

SUBTOTAL OF ESTIMATED 1st, 2nd, and 3rd YEAR RENEWAL COST \$ _____

ESTIMATED COST FOR ALL SIX YEARS: \$ _____

Part 1: Calculation of Cost Reply Ranked Score:

$$(X/N) \times 100 = Z$$

Where: X = Lowest cost reply's 6 years estimated cost
N = This reply's 6 years estimated cost
Z = Awarded points

_____ / _____ x 100 = _____ **Points Awarded for Part 1**

Part 2: How well are the prices balanced over the six years as described in Section 4.20 of the ITN?

_____ **Points Awarded for Part 2**
(Maximum of 5 points possible)

Cost Reply Total Points Awarded: _____



ITN Rating Sheet for Company: _____

Evaluator: _____

Summary of Total Reply

From the subtotal obtained in the two categories, the grand total score of the Respondent's reply will be determined.

Qualifying Criteria Met:	Y	N
If Qualifying Criteria are Met:		
Technical Reply Total Points Awarded:	_____	
Cost Reply Total Points Awarded:	_____	
REPLY GRAND TOTAL SCORE:	_____	

Signature/Date of Contract Manager: _____

**ATTACHMENT V
DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES**

PRIME CONTRACTORS SHALL REPORT ALL SUBCONTRACTING EXPENDITURES
REGARDLESS OF VENDOR DESIGNATION (SEE PAGE 2 FOR TYPES OF DESIGNATIONS)

PLEASE COMPLETE AND REMIT THIS REPORT TO YOUR DOH CONTRACT MANAGER.

COMPANY NAME: _____

DEPARTMENT OF HEALTH CONTRACT NUMBER: _____

REPORTING PERIOD-FROM: _____ **TO:** _____

SUBCONTRACTOR'S/VENDOR NAME & ADDRESS	FEID NO.	EXPENDITURE AMOUNT

NOTE: YOU MAY USE A SEPARATE SHEET

DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):
PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: JANICE BROWN, MBE COORDINATOR
BUREAU OF GENERAL SERVICES, 4052 BALD CYPRESS WAY, SUITE. 310
TALLAHASSEE, FL. 32399-1734

I. DESIGNATIONS:

MINORITY PERSON as defined by [Section 288.703](#) FS; means a lawful, permanent resident of Florida who is, one of the following:

- (A) **AN AFRICAN AMERICAN**, a person having origins in any of the racial groups of the African Diaspora.
- (B) **A HISPANIC AMERICAN**, a person of Spanish or Portuguese cultures with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean regardless of race.
- (C) **AN ASIAN AMERICAN**, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
- (D) **A NATIVE AMERICAN**, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services
- (E) **AN AMERICAN WOMAN**.

CERTIFIED MINORITY BUSINESS ENTERPRISE (CMBE) as defined by [Section 288.703](#) FS, means a small business which is at least 51 percent owned and operated by a minority person(s), which has been certified by the certifying organization or jurisdiction in accordance with Section 287.0943(1).

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE: As defined by [Section 295.187](#), FS, means an Independently owned and operated business that employees 200 or fewer permanent full-time employees; Is organized to engage in commercial transactions; Is domiciled in Florida; Is at least 51% owned by one or more service-disabled veterans; and, who's management and daily business operations of which are controlled by one or more service-disabled veterans or, for a service-disabled veteran with a permanent and total disability, by the spouse or permanent caregiver of the veteran.

CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE as defined by [Section 295.187](#), FS means a business that has been certified by the Department of Management Services to be a service-disabled veteran business enterprise

SMALL BUSINESS means an independently owned and operated business concern that employs 100 or fewer permanent full-time employees and has a net worth of not more than \$3,000,000 and an average net income, after federal income taxes, of not more than \$2,000,000.

NON-CERTIFIED MINORITY BUSINESS means a small business which is at least 51 percent owned and operated by a minority person(s).

MINORITY NON-PROFIT ORGANIZATION means a not-for-profit organization that has at least 51 percent minority board of directors, at least 51 percent minority officers, or at least 51 percent minority community served.

II. INSTRUCTIONS TO PRIME CONTRACTORS:

- A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.
- B) ENTER THE DOH CONTRACT NUMBER.
- C) ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.
- D) ENTER THE CMBE SUBCONTRACTOR'S NAME and ADDRESS.
- E) ENTER THE SUBCONTRACTOR'S FEDERAL EMPLOYMENT IDENTIFICATION NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER.
- F) ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
- G) ENCLOSE THIS FORM AND SEND TO YOUR DOH CONTRACT MANAGER.

ATTACHMENT VI

CFDA No.
CSFA No.

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT**

Client Non-Client
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and Do not complete. for informational purposes only hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

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 the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.
- c. 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.
- d. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization 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.
- e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- f. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment _____ and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence. Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) allowable under the contract and applicable laws, rules and regulations;
 - 2) reasonable; and
 - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.
 The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
 - b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.
 To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, 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 Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. 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, 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. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

M. Purchasing

1. It is agreed that any 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, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. 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, 1-800-643-8459.
2. Procurement of Materials with Recycled Content
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. MyFloridaMarketPlace Vendor Registration
Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).
4. MyFloridaMarketPlace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.
For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor'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 vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, 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.
6. 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 responsibility of the provider.

P. Sponsorship

As required by §286.25, FS, 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 Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.

Q. Final Invoice

To submit the final invoice for payment to the department no more than _____ days after the contract ends or is terminated. If the provider fails to do so, all right to payment is 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.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime and Discriminatory Vendor

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

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 (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a 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.

V. Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only.

W. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed _____ subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

C. Vendor Ombudsman

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on _____ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on _____.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations 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.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and 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.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

_____ Do not complete, for informational purposes only _____

3. The name, address, and telephone number of the contract manager for the department for this contract is:

_____ Do not complete, for informational purposes only _____

2. The name of the contact person and street address where financial and administrative records are maintained is:

_____ Do not complete, for informational purposes only _____

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

_____ Do not complete, for informational purposes only _____

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

E. All Terms and Conditions Included

This contract and its attachments as referenced, _____ contain all the terms and conditions agreed upon by the parties. 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. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

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

PROVIDER:

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE: DO NOT COMPLETE

SIGNATURE:

PRINT/TYPE NAME: DO NOT COMPLETE

PRINT/TYPE NAME:

TITLE:

TITLE:

DATE:

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN):

PROVIDER FISCAL YEAR ENDING DATE:

ATTACHMENT VII

Required Certifications

ACCEPTANCE OF TERMS AND CONDITIONS

I hereby certify that should my company be awarded this contract, it will comply with all the terms and conditions specified in the ITN and contained in the Standard Contract/Purchase Order attached. (Attachment VI, Attachment IX).

Signature of Authorized Official

Date

**STATEMENT OF NO INVOLVEMENT
CONFLICT OF INTEREST STATEMENT (NON-COLLUSION)**

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

Signature of Authorized Official

Date

*An authorized official is an officer of the vendor's organization who has legal authority to bind the organization to the provisions of the replys. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the reply if signed by other than the President, Chairman or owner.

ATTACHMENT VIII

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Health to the provider may be subject to audits and/or monitoring by the Department of Health, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

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

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and

liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

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

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year 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. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider 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 Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of

Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of 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 provider directly to each of the following:

- A. The Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, Bin B01 (HAFACM)
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, BIN B01 (HAFACM)
Tallahassee, Florida 32399-1729

The contract manager for this agreement listed in the standard agreement.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

- A. The Department of Health at each of the following addresses:

Contract Administrative Monitoring Unit
4052 Bald Cypress Way, BIN B01 (HAFACM)
Tallahassee, FL 32399-1729

The contract manager for this agreement listed in the standard agreement.

- B. The Auditor General's Office at the following address:

Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider 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 of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

EXHIBIT 1

1. **FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

Federal Program 1	_____	CFDA#	_____	Title	_____	\$	_____	
Federal Program 2	_____	CFDA#	_____	Title	_____	\$	_____	
TOTAL FEDERAL AWARDS							\$	=====

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. **STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS
AGREEMENT CONSIST OF THE FOLLOWING:**

Matching resources for federal
program(s) _____ CFDA# _____ Title _____ \$ _____

State financial assistance subject to Sec. 215.97, F.S.:
CSFA# _____ Title _____ \$ _____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$=====

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS
AGREEMENT ARE AS FOLLOWS:**

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

_____ Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.

_____ Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- OMB Circular A-87 – Cost Principles*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- OMB Circular A-122 – Cost Principles*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- OMB Circular A-21 – Cost Principles*
- OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

Section 215.97, Fla. Stat.
Chapter 69I-5, Fla. Admin. Code
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is not exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

End of Text

ATTACHMENT IX

PURCHASE ORDER TERMS AND CONDITIONS STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following in addition to terms and conditions expressed in the MyFloridaMarketPlace purchase order:

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this purchase order and venue for any legal actions arising herefrom is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof.
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this purchase order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Excluding Universities, vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this purchase order, as well as for any determination arising out of or related to this purchase order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delegees are not independent contractors in relation to the DOH. This purchase order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising herefrom.
7. Excluding Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor's services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor's intellectual property.

8. If this purchase order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The DOH, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the DOH's determination pursuant to this paragraph.
9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.
10. Section 287.57(18), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.
11. **TERMINATION:** This purchase order agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this purchase order agreement become unavailable, the Department may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds.

Unless the provider's breach is waived by the Department in writing, the Department may, by written notice to the provider, terminate this purchase order agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1.006(4), Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be constructed to be a modification of the terms of this agreement. The provisions herein do not limit the Department's right to remedies at law or to damages.

Attachment X

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 the 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 an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the 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 §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 of organization

address of organization

ATTACHMENT XI

PERFORMANCE AND PAYMENT BOND REQUIRED

1. The Provider to whom a contingent award is made shall, within ten (10) days after notification of the contingent award, deliver to the Department a bond to assure performance of this contract for the penal sum of the next year's estimated contract value. The physical delivery of the performance bond to the Department shall be a condition precedent to contract execution. Such bond shall be a certified cashier's check or an irrevocable letter of credit or a Performance and Payment Bond (bond) issued by a Surety. The bank or Surety issuing a bond required under this contract shall meet the qualifications stated below.
2. In those situations where a certified cashier's check or irrevocable letter of credit is used, the check or letter bearing original signatures shall be delivered to the Department at or before the required time.
3. In those cases where a bond that is issued by a surety is provided, the bond shall contain the original notarized signature of an authorized officer of the Surety or grantor and affixed thereto shall be a certified and current copy of his/her power of attorney.
4. The bond shall:
 - (1) Be unconditional and be in effect throughout the entire term of the contract; and
 - (2) Be null and void only if the Provider promptly and faithfully performs its duties and responsibilities consistent with the terms and conditions of this contract.
5. The bond shall be issued under the following minimum conditions:
 - (1) The annual bond's stated value shall be issued in an amount equal to the estimated value of each year of the contract as calculated in "Evaluation of Cost Reply" worksheet which is part of Attachment IV.
 - (2) The terms and amount of a bond for any contract renewal shall be negotiated as part of that renewal.
 - (3) Upon the Provider's default, the bond shall permit the Department to provide written notice stating the Department declares the Provider in default, the reason for that declaration and that it is terminating the Provider's right to proceed under the terms of the contract for cause with a date certain of termination specified. The Department shall provide its written notice to:
 - A. The Provider when a certified cashier's check is the bond;
 - B. The Provider and the appropriate financial institution when an irrevocable letter of credit is the bond; or
 - C. The Provider and the appropriate Surety when a Performance and Payment Bond is provided.

(4) When a cashier's check is the bond, the Department shall deposit the check on the date certain when the contract is terminated as specified in its notice to the Provider.

(5) When an irrevocable letter of credit is used, the Department shall demand payment from the financial institution on the date certain when the contract is terminated as specified in the Department's notice to the Provider.

(6) When a Performance and Payment Bond is provided the Department shall demand the Surety fulfill its obligation under the bond. The Surety shall be required under the terms of the bond to provide a written response within two (2) business days after the Department delivers its notice. The Surety may offer the following remedies:

- A. The Surety may pay the value of the bond to the Department upon the Department's presentation of a written declaration of the Provider's nonperformance and default under this contract within two (2) days of the Surety receiving the demand for performance;
- B. The Surety, upon the Department's consent, may arrange for the defaulting Provider to complete the contract, pay documented losses to the Department resulting from the default, and provide for a new Surety Performance and Payment Bond for the remaining performance period left under the contract. If the defaulting Provider is permitted to complete the contract, the Provider shall sign a new performance contract and meet all requirements thereof;
- C. The Surety may request the Department's consent and agreement to pay the Surety the remaining contract payments under the following conditions:
 1. If such consent is provided, the Surety may engage the next lowest respondent on the original bid to complete the term of the contract. However, a new contract between the new Provider and the Department is required. The new contract shall not cost the Department more than the original cost of performance under its original contract with the defaulting Provider.
 2. The Surety shall ensure a Performance and Payment Bond payable in favor of the Department is provided pursuant to the terms of this contract as surety for performance of the new Provider.
 3. The Surety shall pay the Department any documented damages, such as delay damages, as a result of the original Provider's default and nonperformance.

(7) The bond shall provide that if the Surety fails to act within two (2) business days of receiving written notice, the Department shall make written demand for the full value of the Payment and Performance Bond to be paid within five (5) business days of that written demand. The Department shall thereafter be free to pursue all claims against the Surety and the Provider.

6. If a Performance and Payment Bond is provided under this agreement, that Performance and Payment Bond shall contain express terms stating that:

(1) The Performance and Payment Bond shall not be cancelled without 30 days advanced written notice;

(2) Both parties (the Department and Provider) to this contract shall be notified 30 days in advance of the Surety's intent to cancel the Performance and Payment Bond; and

(3) A date certain shall be provided in any notice of cancellation stating the specific date after which the Performance and Payment Bond shall no longer be effective.

7. Should a Performance and Payment Bond be cancelled during the term of this contract, the Provider is obligated to obtain a replacement bond as required under this contract within 20 days of the notification of cancellation and assure that bond is in force prior to the cancellation of the existing bond. Failure to provide a bond throughout the term of this contract or within 20 days of notification of cancellation from the Surety, shall be grounds for immediate termination of this contract, demand the current Surety perform under the bond in force and the award of all verifiable damages that may result from that cancellation.

8. Qualification for Bank or Surety. A Bank or Surety issuing a cashiers check, or letter of credit or Performance and Payment Bond (instrument) required by this Contract shall be considered satisfactory only if the instrument is issued by a company authorized to do business in the State of Florida, and that company is rated "A" or better in the edition of Best's Key Rating guide current on the date the instrument is executed or in the Federal Register.

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ATTACHMENT XII

**WIC CHECKS PROCESSED BY CAPITAL CITY BANK
APRIL 2009 – MAY 2010**

MONTH	ITEMS
APRIL 2009	1,397,434
MAY 2009	1,321,685
JUNE 2009	1,553,087
JULY 2009	1,440,373
AUGUST 2009	1,391,819
SEPTEMBER 2009	1,534,186
OCTOBER 2009	1,446,512
NOVEMBER 2009	1,396,575
DECEMBER 2009	1,635,470
JANUARY 2010	1,365,528
FEBRUARY 2010	1,288,644
MARCH 2010	1,622,206
TOTAL	17,393,519
AVERAGE	1,449,460

ATTACHMENT XIII

CROSS REFERENCE TABLE

ITN Section	ITN Topic	Location Addressed in Respondent's Reply
4.23	Respondent's approach to providing the services specified in the ITN.	
4.7.A.1	The task entitled <u>Check Clearing</u> .	
4.7.A.2	The task entitled <u>Checking Account</u> .	
4.7.A.3	The task entitled <u>Checking Account Balance Maintenance</u> .	
4.7.A.4	The task entitled <u>Investment of Unexpended Funds</u> .	
4.7.A.5	The task entitled <u>Check Issuance Data</u> .	
4.7.A.6	The task entitled <u>Authorized WIC Grocer Identification (ID) Process</u> .	
4.7.A.7	The task entitled <u>Prepayment Edits</u> .	
4.7.A.8	The task entitled <u>Proof Operation Data Elements Collected</u> .	
4.7.A.9	The task entitled <u>Retained Images of Processed Checks</u> .	
4.7.A.10	The task entitled <u>Check Transaction Data</u> .	
4.7.A.11	The task entitled <u>Daily Invoice to Reimburse Checking Account</u> .	
4.7.A.12	The task entitled <u>Daily Invoice Support Documentation</u> .	
4.7.A.13	The task entitled <u>Delivery of Provider's Daily Invoice and State Warrant</u> .	
4.7.A.14	The task entitled <u>Monthly Bank Statement</u> .	
4.7.A.15	The task entitled <u>Reconciliation of Bank Statement</u> .	
4.7.A.16	The task entitled <u>Check Stock Production</u> .	

ITN Section	ITN Topic	Location Addressed in Respondent's Reply
4.7.A.17	The task entitled <u>Check Stock Delivery</u> .	
4.7.A.18	The task entitled <u>Beta Testing</u> .	
4.7.A.19	The task entitled <u>Quality Control Plan</u> .	
4.7.A.20	The task entitled <u>Disaster Plan</u> .	
4.7.A.21	The task entitled <u>Reversion/Transfer Plan</u> .	
4.7.A.22	The task entitled <u>Liquation of Advance</u> .	
5.7	Use of subcontractors.	
4.24	Description of staff that will provide the service, their qualifications and a table of organization showing the staff supporting contract implementation and service delivery and their placement within the organizational structure of the Provider.	
4.24	Description of corporate qualifications demonstrating that it has the ability to manage and provide the required services.	
4.24	Description of staff experience with services similar to those requested in the ITN.	
4.4	Description of respondent's qualifications as a financial institution as stated in Section 4.4.	
Attachment VII	Required Certifications	
4.24	Confirmation the respondent maintains a clearing account at a branch of the Federal Reserve Bank.	
4.24	Confirmation that the respondent has a branch or other financial affiliate located in Florida that has been designated by the Treasurer of the State of Florida as a "Qualified Public Depository".	
4.24	Documentation that the respondent meets the definition of a financial institution and has total assets of at least \$100 million.	
6.10	Solicitation Guarantee	