

**STATE OF FLORIDA  
DEPARTMENT OF CHILDREN AND FAMILIES  
ECONOMIC SELF-SUFFICIENCY PROGRAM OFFICE**



**REQUEST FOR PROPOSAL**

**DCF RFP-2021-020**

**ASSET VERIFICATION SERVICES**

**RFP#: DCF-RFP-2021-020**

**Release Date: AUGUST 31, 2021**

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## SECTION 1. INTRODUCTION

### 1.1 Introduction to the Procurement

The Department's Economic Self-Sufficiency Program Office (ESS) is issuing this solicitation to interested parties for the purpose of obtaining Asset Verification Services (AVS) that will deliver electronic data on assets held by Financial Institutions that affect the public benefit clients and recipients. The Office of Public Benefits Integrity (OPBI), also under ESS, is responsible for safeguarding the integrity of these programs by preventing, detecting, and investigating public assistance fraud or misuse of public assistance benefits and recovering benefit overpayments.

The Department's authority for contracting for the provision of these services is stated in section 20.19(1)(c), Florida Statutes (F.S.). Any person interested in participating must comply with the terms and conditions described in this Request for Proposals (RFP), including all appendices and attachments.

This AVS shall interface with and transfer data with the Department's ACCESS Systems. This data will enable the Department to more accurately determine public benefit eligibility by discovering and verifying personal financial assets that individuals and families can use to pay for medical care in lieu of State and Federal Medicaid funding.

### 1.2 Term of the Agreement

The anticipated start date of the resulting contract is January 1, 2022. The anticipated duration of the contract is three years after the start of services. At its sole discretion, the Department may renew the Contract for up to three additional years, or portions thereof, in accordance with Section 287.057(13), F.S., at the same prices, terms and conditions. Any renewal shall be contingent, at a minimum, upon satisfactory performance of Contract obligations by the Vendor, as determined by the Department, and subject to availability of funds. If the Department desires to renew the Contract, it will provide written notice to the Vendor no later than 90 calendar days prior to the Contract expiration.

### 1.3 Contact Person and Procurement Officer

The sole contact point for communication (which will only be accepted in writing) regarding this solicitation is:

Tammy Davis  
Procurement Officer  
Florida Department of Children and Families  
2415 North Monroe Street, Suite 400, Room L118  
Tallahassee, FL 32303

[Tammy.Davis1@myflfamilies.com](mailto:Tammy.Davis1@myflfamilies.com)

### 1.4 Official Notices

All notices, decisions, intended decisions, addenda (including Notices of Intent to Award), and other matters relating to this solicitation will be posted on the Department of Management Services (DMS) Vendor Bid System (VBS) located at:

[http://www.myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://www.myflorida.com/apps/vbs/vbs_www.main_menu)

**It is the responsibility of Vendors to check the VBS for addenda, notices of decisions and other information or clarifications to this solicitation. Posting on the VBS is the only official notice for determinations of timeliness of protests (see 1.5).**

## 1.5 Protests

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

Failure to file a protest within the time prescribed in section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

Notices of Protest must be filed with the Clerk of Agency Proceedings ([Agency.Clerk@myflfamilies.com](mailto:Agency.Clerk@myflfamilies.com)).

## SECTION 2. SOLICITATION PROCESS

### 2.1 General Overview of the Process

Proposals from responsible and Responsive Vendors are eligible for evaluation. By submitting a Proposal, the Vendor agrees to each of the certifications listed in this solicitation unless otherwise indicated.

The Department may request Vendor presentations.

### 2.2 Limitations on Contacting Department Personnel and Others

Vendors 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 of Florida (State) approved holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the RFP documents. Violation of this provision may be grounds for rejecting a Proposal.

### 2.3 Timeline

Activity	Date	Time Eastern	Address	Section Reference
Solicitation advertised and released on VBS:	August 31, 2021	N/A	VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a>	1.4
Written questions must be received by:	September 14, 2021	2:00 pm	See Section 1.3	2.6
Department's response to questions:	September 29, 2021	5:00 pm	VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a>	2.6
Sealed Proposal must be received by the Department:	October 15, 2021	11:00 am	See Section 1.3	2.7

Activity	Date	Time Eastern	Address	Section Reference
*Proposal opening:	October 15, 2021	1:30 pm	<p><b>Join meeting from your computer, tablet or smartphone.</b>  <a href="https://global.gotomeeting.com/join/739841469">https://global.gotomeeting.com/join/739841469</a></p> <p><b>You can also dial in using your phone.</b>            United States (Toll Free): <a href="tel:18773092073">1 877 309 2073</a>            United States: <a href="tel:+16467493129">+1 (646) 749-3129</a>  <b>Access Code:</b> 739-841-469</p> <p><b>Join from a video-conferencing room or system.</b>            Dial in or type: 67.217.95.2 or            inroomlink.goto.com            Meeting ID: 739 841 469            Or dial directly: 739841469@67.217.95.2 or            67.217.95.2##739841469</p>	2.7.3
* Meeting of the evaluators and ranking of the Proposals:	November 2, 2021	11:00 am	<p><b>Join meeting from your computer, tablet or smartphone.</b>  <a href="https://global.gotomeeting.com/join/980189285">https://global.gotomeeting.com/join/980189285</a></p> <p><b>You can also dial in using your phone.</b>            United States (Toll Free): <a href="tel:18668994679">1 866 899 4679</a>            United States: <a href="tel:+15713173116">+1 (571) 317-3116</a>  <b>Access Code:</b> 980-189-285</p> <p><b>Join from a video-conferencing room or system.</b>            Dial in or type: 67.217.95.2 or            inroomlink.goto.com            Meeting ID: 980 189 285            Or dial directly: 980189285@67.217.95.2 or            67.217.95.2##980189285</p>	5.2.3
Posting of intended contract award:	November 16, 2021	11:00 am	VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a>	5.2.5
Effective date of contract:	January 1, 2022	N/A	N/A	1.2
*All meetings noted with an asterisk (*) are public meetings.				

All times listed in the schedule of events are local times for the Eastern Time Zone. Although the Department may choose to use additional means of publicizing the results of this RFP, the

Florida Administrative Register, the Department's website and posting on the VBS are the only official notices recognized for the purpose of determining timeliness in the event of protest.

## **2.4 Woman--, Veteran--, and Minority-owned Small Businesses Participation**

Woman--, Veteran--, and Minority-owned Small Businesses are encouraged to participate in any scheduled conferences, conference calls, or pre-solicitation meetings. All Vendors shall be accorded fair and equal treatment. For questions about registering to identify your Small Business as a Woman--, Veteran--, or Minority-owned Small Businesses visit:

[https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

## **2.5 Pre-solicitation Conference**

A Pre-solicitation Conference will not be held for this RFP.

## **2.6 Written Questions and Department Answers**

Vendor questions for which binding Department answers are desired must be addressed as permitted in **Section 1.3**, using the template provided in **APPENDIX III**, and received by the Procurement Officer on or before the dates and time specified in **Section 2.3**.

## **2.7 Receipt of Proposals**

### **2.7.1 Proposal Deadline**

Due to health implications and sensitivity to COVID-19, the Department prefers Replies be sent by electronic means (email) and hard-copies. The electronic submission must comply with the following requirements:

The Vendor may submit an electronic version of the Proposal in response to this RFP (including all required documents) in PDF format as an attachment to an email sent to the Procurement Officer's email address provided in **Section 1.3**. The software used to produce the electronic file must be Adobe portable document format ("pdf"), version 6.0 or higher. The Department must be able to be open and view the Reply utilizing Adobe Acrobat. In the event that the electronic file attachment is too large to be submitted in a single email, the Vendor may utilize multiple emails so long as all required documents are delivered to the Procurement Officer by or before the date and time specified in **Section 2.3** of the RFP. The Department will allow up to 100 MB for incoming attachments. The Vendor email system must also allow for a 100 MB attachment. Zipping attachments will reduce file sizes.

Vendors may submit Proposals, via US Mail, Fed-Ex, or other courier service no later than the date and time and at the address provided in **Section 2.3**.

Vendors are exclusively responsible for timely delivery of Proposals to the Procurement Officer. At the sole discretion of the Department, any Proposals that are not received by electronic transmission, by the specified date and time, may not be evaluated. The transmittal to the Department's Procurement Officer remains the responsibility of the prospective Vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective Vendor.

### **2.7.2 Proposal Withdrawal and Amendment**

Vendors may withdraw, or withdraw and replace, previously submitted sealed Proposals on or before the date and time specified for sealed Proposals to be received by the Department.

### 2.7.3 Binding Proposal

Vendors are bound by their Proposals until the latter of 60 calendar days after the Proposal opening or the closing of all opportunities for protest or appeal.

### 2.7.4 Cost of Preparation of Proposal

The Department will not pay any costs incurred in responding to this RFP.

## 2.8 Form PUR 1001

The standard "General Instructions to Respondents" Form PUR 1001 (10/06) is hereby incorporated into this RFP by reference as if fully recited herein. In the event of any conflict between Form PUR 1001 and this RFP, the terms of this RFP shall take precedence over Form PUR 1001, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1001 shall take precedence. Form PUR 1001 is available at:

[http://www.dms.myflorida.com/media/purchasing/pur\\_forms/1001\\_pdf](http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_pdf).

## 2.9 Department's Discretion

2.9.1 The Department may:

- 2.9.1.1 Determine whether a Vendor is a responsible Vendor, as defined in section 287.012(25), F.S.;
- 2.9.1.2 Waive minor irregularities when doing so would be in the best interest of the State;
- 2.9.1.3 Withdraw the RFP or reject all Proposals at any time;
- 2.9.1.4 Select more than one Vendor for the commodities and contractual services encompassed by this RFP;
- 2.9.1.5 Withdraw or amend its Notice of Award; and
- 2.9.1.6 Award contract(s) for a reduced scope of the commodities and contractual services encompassed by this RFP.

## SECTION 3. SPECIFICATIONS

### 3.1 Definitions

<u>Term</u>	<u>Definition</u>
Automated Community Connection to Economic Self Sufficiency (ACCESS)	The brand used in the State for the public assistance programs, including Medicaid. Also known as Economic Self Sufficiency



ACCESS Systems	Computer systems used to determine eligibility and support ACCESS services. Primarily but not exclusively the FLORIDA and AMS systems
Asset Verification Services (AVS)	Electronic systems that implement asset verification programs as required by Title VII, section 7001(d) of Public Law 110- 252 (Supplemental Appropriation Act of 2008) which added section 1940 to the Social Security Act. The verification program is to be “consistent with the approach of the Commissioner of Social Security” under Soc. Sec. Act 42 U.S.C. §1383.
Department	The State of Florida, Department of Children and Families
Economic Self-Sufficiency (ESS)	The entity within the Department responsible for public assistance eligibility determination and distribution of public assistance benefits
Financial Institution (FI)	As identified in section 1101(1) of the Right to Financial Privacy Act, means any office of a bank, savings bank, card issuer as defined in section 103 of the Consumers Credit Protection Act (15 U.S.C. 1602(n)), industrial loan company, trust company, savings association, building and loan, or homestead association (including cooperative banks), credit union, or consumer finance institution, located in any state or territory of the United States
Interface	Points of interaction between the component of the system, applicable at the level of both hardware and software.
National Institute of Standards and Technology (NIST) Guidelines	The U.S. Department of Commerce’s National Institute of Standards and Technology that determines the recognized industry standard definition of security.
Office of Public Benefits Integrity (OPBI)	OPBI is responsible for investigating public assistance fraud or misuse in the FAP, TANF/TCA, and Medicaid programs, as well as recovering benefit overpayments through the administration of the Benefit Investigations and Benefit Recovery programs.

<p>State of Florida Approved Holiday</p>	<p>A maximum of nine days during a calendar year.</p> <ul style="list-style-type: none"> <li>• New Year’s Day;</li> <li>• Birthday of Martin Luther King, Jr.;</li> <li>• Memorial Day;</li> <li>• Independence Day;</li> <li>• Labor Day;</li> <li>• Veterans’ Day;</li> <li>• Thanksgiving Day;</li> <li>• Friday after Thanksgiving; and</li> <li>• Christmas Day.</li> </ul> <p>If any of these holidays fall on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays fall on Sunday, the following Monday shall be observed as a holiday.</p>
<p>Value-Added Services</p>	<p>Additional services and/or commodities the Vendor may offer the Department, at no additional cost, in addition to the services and/or commodities expressly sought by this RFP, which may be unknown to the Department at this time yet meet its overall goals.</p>
<p>Vendor</p>	<p>A legally qualified corporation, partnership, or other business entity submitting a Proposal to the Department’s RFP.</p>

**3.2 Minimum Programmatic Specifications**

The selected Vendor(s) shall perform the tasks outlined in the Department’s **STANDARD CONTRACT PART 1 AND PART 2 (APPENDIX VIII and APPENDIX IX)** in accordance with all terms therein.

- 3.2.1 The selected Vendor shall perform the terms and conditions described in the Contract Attachment I, **APPENDIX IV** in accordance with all terms thereof.
- 3.2.2 The Vendor shall have an established network of Financial Institutions (FIs) and the ability to expand the network, the ability to operate an electronic AVS Program, the ability to track and report verification activity, and evidence of the capability to assist the Department in meeting the requirements in Title VII, Section 7001(d) of P.L.110-252.
- 3.2.3 The ACCESS Systems and Interface components will be designed and programmed by the Department to support two distinct types of request/response mechanisms.
  - Real-time - Requests and responses will be processed through real-time web services. The Department will use the Simple Object Access Protocol based web services with built in security to develop this service. In this approach, the ACCESS Systems will pass necessary parameters and will invoke a Web Service provided by the Vendor to request Asset Verification. The Vendor’s web service will gather the necessary Asset Verification

information and send a response to the Department's Web Service request. In addition to the Asset Verification data, the Vendor's web service will have sufficient diagnostic information to let the ACCESS Systems know if the service executed successfully and found the necessary data.

- Batch - The Department can prepare and transmit files with records of requests for multiple individuals for Asset Verification. It is expected that the Vendor system will receive the files, process each of the requests within the files and return files with Asset Verification data for multiple individuals. The files will also have sufficient diagnostic information for the Department's systems to identify if the Vendor system is able to provide a valid response for each of the requests.

The Department will proceed to design and develop the ACCESS Systems components for Asset Verification and the potential interface to the Vendor system. The Department will create appropriate requirements and design specification documents that clearly describe the interface specifications for the Vendor system that would fit the Department's needs. The interface specification documents will include (but not limited to) the following information:

- Web Service Definition Language (WSDL) specifications
- Batch Interface File Specifications
- File Layout Specifications
- Asset Verification Request Parameters to be provided by the Department to the Vendor System (Web Service and Batch File)
- Asset Verification Response values to be provided by the Vendor to the Department (Web Service and Batch File)
- Exception Handling Parameters and Codes
- Performance expectations and response time

The Department staff must verify assets that could affect customer eligibility or benefit level for public assistance programs. The AVS will enable the Department to accurately determine public assistance eligibility by verifying assets and detecting assets. The verification response must include liquid asset data received from public (State and federal sources) and private entities.

The Vendor shall provide the operation of an electronic service that detects and reports on assets held by Financial Institutions (FI) that could affect the eligibility of Department customers for public assistance benefits. The solution must contain a logical and standardized search method to aid in the discovery of assets.

The implementation of Verification Services must include an electronic asset verification solution that meets Federal requirements for an asset verification program at a minimum. The minimum requirements for the initial asset verification services are specified by Title VII, section 7001(d) of Public Law 110-252 (Supplemental Appropriation Act of 2008) which added section 1940 to the Social Security Act that is required to be consistent with the approach of the Commissioner of Social Security under Social Security Act 42 U.S.C. §1383 and Section 1917(c)(1)(B)(i) of the Social Security Act.

### **3.3 Minimum Financial Specifications**

The selected Vendor(s) shall be compensated in the manner set forth in **APPENDIX IX-STANDARD CONTRACT PART 2** in accordance with all terms therein.

#### **3.3.1 Funding Sources**

This Contract is funded from the projection of State Funding proportions available upon published General Appropriation Act.

#### **3.3.2 Allowable Costs**

All costs must be considered by the Department to be allowable, reasonable and necessary for the provision of covered services and in accordance with the State, Department of Financial Services, Reference Guide for State Expenditures. In addition, all costs must be allowable to AVS Services.

Further detail on funding, costs, documentation, and reimbursement is outlined in the Department's **APPENDIX IX-STANDARD CONTRACT PART 2**.

#### **3.3.3 No Cost-of-Living Increases**

The Department does not fund Cost-of-Living increases.

### **3.4 Composition of the Contract**

The Contract awarded as a result of this RFP will be composed of:

#### **3.4.1 Department's Standard Contract**

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

#### **3.4.2 Form PUR 1000**

Form PUR 1000 is incorporated by reference into the Department's Standard Contract. In the event of any conflict between Form PUR 1000 and this RFP, the terms of this RFP shall take precedence over Form PUR 1000, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1000 shall take precedence. Form PUR 1000 is available at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

#### **3.4.3 Other Attachments or Exhibits**

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

#### **3.4.4 Vendor Proposal**

The Vendor's Proposal and any additional submittals, if incorporated into or attached to the Contract.

### **3.5 Order of Precedence**

In the event of conflict within any two or more documents within the contract documents listed in **Section 3.4**, the earlier listed document shall control (e.g. 3.4.2. will control over 3.4.3).

### 3.6 Supporting Documentation

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

Subject	Description	Link
Asset Verification Federal Mandate	The federal Supplemental Appropriations Act of 2008 (Public Law 110-252) mandated all states to establish an automated method to obtain asset information held by financial institutions consistent with the verification program implemented by the Social Security Administration	<a href="https://www.gpo.gov/fdsys/pkg/PLAW-110publ252/content-detail.html">https://www.gpo.gov/fdsys/pkg/PLAW-110publ252/content-detail.html</a>
Public assistance fraud and error- and fraud-prone profiles	Pursuant to section 414.39, F.S, the Department is required to create an error prone and fraud prone case profile to screen applications for public assistance	<a href="http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&amp;Search_String=&amp;URL=0400-0499/0414/Sections/0414.39.html">http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&amp;Search_String=&amp;URL=0400-0499/0414/Sections/0414.39.html</a>
USDA, FNS requirements for the Food Assistance Program	Federal citation 7 CFR 273.2 Office Operations and Application processing	<a href="https://www.gpo.gov/fdsys/granule/CFR-2011-title7-vol4/CFR-2011-title7-vol4-sec273-2">https://www.gpo.gov/fdsys/granule/CFR-2011-title7-vol4/CFR-2011-title7-vol4-sec273-2</a>
Florida Department of Children and Families Economic Self-Sufficiency Program (ESS)	General information about food, cash and Medicaid assistance benefits and eligibility	<a href="http://www.myflfamilies.com/service-programs/access-florida-food-medical-assistance-cash">http://www.myflfamilies.com/service-programs/access-florida-food-medical-assistance-cash</a>
Florida Department of Children and Families, Public Benefits Integrity	General information about public benefits integrity and fraud	<a href="http://www.myflfamilies.com/service-programs/public-benefits-integrity">http://www.myflfamilies.com/service-programs/public-benefits-integrity</a>
NIST Guidelines	NIST SP800-53 addresses minimum security controls that must be followed	<a href="http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53Ar4.pdf">http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53Ar4.pdf</a>
NIST FIPS PUB 200	Publication describing the security and requirements that must be followed	<a href="http://csrc.nist.gov/publications/fips/fips200/FIPS-200-final-march.pdf">http://csrc.nist.gov/publications/fips/fips200/FIPS-200-final-march.pdf</a>

Subject	Description	Link
Minimum Acceptable Risk Standards for Exchanges (MARS-E) 2.0	The Centers for Medicare & Medicaid Services (CMS) guidance, requirements, and templates addressing the mandates of the Patient and Affordable Care Act of 2010 (ACA) and defining a risk-based Security and Privacy Framework	<a href="https://www.cms.gov/CCIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf">https://www.cms.gov/CCIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf</a>
Federal Information Security Management Act (FISMA)	Federal Information Security Management Act (PL 107-347, Title III, section 301), OMB M-06-16	<a href="https://www.gpo.gov/fdsys/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf">https://www.gpo.gov/fdsys/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf</a>
Federal Risk and Authorization Management Program	Federal security standards for cloud service providers	<a href="https://www.fedramp.gov/">https://www.fedramp.gov/</a>

### 3.7 Value-Added Services

Any Value-Added Services offered by the Vendor, if accepted by the Department, will become a requirement(s) of the resulting Contract. The Vendor’s Proposal shall include a detailed description of any Value-Added Services the Vendor is offering the Department. Value-Added Services are to be provided at no cost to the Department and would be in addition to those services sought specifically in this RFP. The Department is interested in any proposed Value-Added Services which would assist it in accomplishing the goals of this RFP, however, all Value-Added Services which would benefit the Department will be considered.

## SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE RFP

### 4.1 How to Submit a Proposal

#### 4.1.1 Number of Copies Required and Format for Submittal

Vendors shall submit one original copy of their Proposal. Electronic signatures are acceptable. The original Proposal submitted to the Department must contain an original signature of an official authorized to bind the Vendor to the Proposal. If the Vendor intends to claim trade secret protection in accordance with Section 4.4.1, one redacted copy of the Proposal, identical to the original copy and clearly labeled as redacted, must also be submitted.

#### 4.1.2 Sealed Proposals

Originals, hard copies and electronic copies of the sealed Proposals must be submitted and must be clearly marked with the title of the Proposal, the solicitation number, the Vendor's name, and identification of enclosed documents. The original Proposal must be clearly marked as such, and the copies identified and numbered (i.e., original, copy #1 of 7, etc.).

#### 4.1.3 Proposal Format

Proposals must be typed, single-spaced, on 8 1/2" x 11" format. Pages must be numbered in a logical, consistent fashion. Figures, charts, and tables should be numbered and referenced by number in the text. The Proposal must be submitted in accordance with **Section 4.2** and **Section 4.3**.

#### **4.1.4 Electronic Copy Format**

The Vendor shall submit an electronic version of the Proposal in response to this RFP (including all required documents) in PDF format as an attachment to an email sent to the Procurement Officer's email address provided in **Section 2.3**. The software used to produce the electronic file must be Adobe portable document format ("pdf"), version 6.0 or higher. The Department must be able to be open and view the Proposal utilizing Adobe Acrobat, version 9.0. In the event that the electronic file attachments is too large to be submitted in a single email, the Vendor may utilize multiple emails so long as all required documents of the application are delivered to the Procurement Officer by or before the date and time specified in **Section 2.3** of the RFP. The Department may allow up to 100 MB for incoming attachments. The Vendor's email system must also allow for a 100 MB attachment. Zipping attachments will reduce file sizes.

### **4.2 Contents of the Programmatic Proposal**

#### **4.2.1 Title Page**

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

- 4.2.1.1** Florida Department of Children and Families;
- 4.2.1.2** Title of Proposal; including the words "PROGRAMMATIC PROPOSAL";
- 4.2.1.3** RFP number;
- 4.2.1.4** Vendor's legal name;
- 4.2.1.5** Federal Employer Identification Number (FEIN);
- 4.2.1.6** Name, title, telephone number and address of person who can respond to inquiries regarding the Proposal; and
- 4.2.1.7** Name of Provider Representative.

#### **4.2.2 TAB 1: TABLE OF CONTENTS**

#### **4.2.3 TAB 2: SPECIFICATIONS**

Specifications for this RFP:

##### **4.2.3.1 Certificate of Signature Authority**

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

##### **4.2.3.2 Vendor Certifications**

The Proposal must include the Vendor Certifications Form (**APPENDIX II**) signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor and with “true” checked next to each of the Certifications (a) through (f).

#### **4.2.4 TAB 3: EXECUTIVE OVERVIEW (Limit 25 pages)**

The Vendor shall provide a brief Executive Overview demonstrating an understanding of the RFP purpose and the needs specified in this RFP. Vendors shall include information showing their understanding of the needs specified in this RFP. The Vendor shall ensure their response related to the understanding of the State’s statement of need is clear and thorough. The Executive Overview includes a brief description of the Vendor’s organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications, and means of completing Deliverables as defined in the Department’s **STANDARD CONTRACT PART 2 (APPENDIX IX)**.

##### **4.2.4.1 Vendor’s Organization**

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

##### **4.2.4.2 Additional Corporate Information**

In addition to the other information described above the Vendor and the subcontractor(s) must provide:

- 4.2.4.2.1** Full legal name and its associated FEIN, or Social Security Number if a FEIN is not required;
- 4.2.4.2.2** Proof of registration with MyFloridaMarketPlace;
- 4.2.4.2.3** Country and State of incorporation;
- 4.2.4.2.4** Principal place of business;
- 4.2.4.2.5** Description of the Vendor’s organization, including number of years in business, subsidiaries, parent corporations, officers; include organization charts and details concerning the number of facilities by geographic location; and
- 4.2.4.2.6** Names and addresses of all affiliated or related companies, partnerships or associations (including subcontractor, if any) and a brief description of its relationship to the Vendor.



#### 4.2.5 TAB 4: CORE TEAM QUALIFICATIONS

The Vendor shall describe the qualifications and credentials of their leadership team with an explanation of why the leadership team is qualified to lead their organization in meeting the needs of this RFP. In addition, the Vendor must include résumés for key leadership personnel describing their work experience, education, and training as it relates to the requirements of this RFP and the Department's **STANDARD CONTRACT PART 1 AND PART 2 (APPENDIX VIII and APPENDIX IX)**.

The Proposal shall include the Vendor's operational approach to the recruitment, training, supervision, and retention of qualified personnel as described in the Department's **STANDARD CONTRACT PART 1 AND PART 2 (APPENDIX VIII and APPENDIX IX)**. The Proposal should address all applicable personnel grievance and conflict resolution practices. The Vendor should explain how its organization, subcontractors, and staffing levels will best meet the performance standards required to perform properly. It is also important to describe the credentials for human resources, quality assurance, financial, information technology, and other key professional level employees.

##### 4.2.5.1 Key Management Personnel and Qualifications

Resumes or curriculum vitae and qualifications of the following individuals to be assigned to the Contract. Such information should demonstrate the required experience and licenses or credentials, as applicable:

- a. Chief Executive Officer (or equivalent title): The Chief Executive Office is the highest-ranking officer in the Vendor's company or organization. The CEO shall have a minimum of two (2) years' experience as CEO.
- b. Project Manager (or equivalent title): The Project Manager is the individual who will have a corporate responsibility for administration of the resulting Contract. This individual shall have a minimum of two (2) years' experience within the last five (5) years at the management level, providing direct administrative oversight.

Additionally, the Vendor shall provide a list of all position titles in the organization that will provide any administrative oversight, support, or direct services under the Contract. This position title list should reflect the number of staff with that title who will be providing those services, specify whether it is an on-site position or an administrative oversight position, and include a description of how staff are trained and qualified to provide the services outlined in this RFP.

Vendors shall provide qualifications and experience for the project manager, key personnel, technical staff and support managers/staff by name and Vendor/subcontractor organization. All proposed project personnel are subject to Department's approval prior to Contract execution. Specifically, the Vendor and its sub-contractor(s) must provide:

- 4.2.5.2 A project organization chart including all the project team members and their roles/title within the project;
- 4.2.5.3 The lines of authority and communication, to include Vendor and any subcontractors;
- 4.2.5.4 Identification of personnel providing executive oversight, including during problem escalation;
- 4.2.5.5 A table with the following columns listed for each of the proposed project team members:
  - 4.2.5.5.1 Name - Team member(s) name or role title;
  - 4.2.5.5.2 Role - Role descriptions and responsibilities;
  - 4.2.5.5.3 Duration - Timeframes of their role on this project; proposed level of effort; whether tasks will be performed on-site or off-site;
  - 4.2.5.5.4 Experience - Evidence of previous experience with a highly similar task on a large-scale project; and
  - 4.2.5.5.5 Tenure - How long each person has been with the company, or if they are contract staff.

- 4.2.6 The Proposal shall include the Vendor’s operational approach to the recruitment, training, supervision and retention of qualified personnel as described in the **Department’s STANDARD CONTRACT PART 1 AND PART 2 (APPENDIX VIII and APPENDIX IX)**. The approach should emphasize practices to ensure workloads are maintained at appropriate, effective and manageable levels.
- 4.2.7 The Vendor shall demonstrate the approach to recruitment of culturally diverse staff able to meet the unique cultural needs of the proposed community served. The Proposal should address all applicable personnel grievance and conflict resolution practices. The Vendor shall explain how the organization, subcontractors, and staffing levels will best meet the performance standards required to perform AVS services as described in the Department’s **STANDARD CONTRACT PART 1 AND PART 2 (APPENDIX VIII and APPENDIX IX)**. It is also important to describe the credentials for human resources, quality assurance, financial, information technology, and other key professional level employees.

The Vendor shall include each of the following:

- 4.2.7.1 An organizational chart that displays the function of each staff member whether a direct staff, subcontracted or consultant staff, and how each staff member fits into the total Vendor organization and how each position relates to the other.
- 4.2.7.2 Individual position descriptions for all staff, whether a direct employee, subcontracted or consultant staff, that describe the knowledge, skills, and abilities necessary to complete the contract services that align with the

organizational chart.

- 4.2.7.2** Resumes of each proposed staff member by position title and proposed staff member's name (including subcontracted/consultant staff) that reflect the number and type of staff to provide the services.
- 4.2.7.3** A copy of the Vendor's Employment Screening policy and procedures and a timeframe for each proposed staff (including subcontracted/consultant staff) to have completed employment screening prior to employment on the project and continued employment.
- 4.2.7.4** A copy of the Vendor's Employment Eligibility Verification Screening policy and procedures and a timeframe for each proposed staff (including subcontracted/consultant staff) to have completed employment verification.
- 4.2.7.5** The address of all facilities to be used to conduct business resulting under this Contract, and whether each facility is located within the United States of America.
- 4.2.7.6** Evidence of the capability to assist the Department in meeting the requirements in Title VII, Section 7001(d) of P.L. 110-252.
- 4.2.7.7** A list of relevant experience for the described services including but not limited to governmental entities.
- 4.2.7.8** Their experience, organization, qualifications, skills, technology and facilities to provide the described services.
- 4.2.7.9** A list of FI with a copy of the signed Letter of Commitment or similar documentation from the FI that have already agreed to participate. Each Letter of Commitment or similar documentation shall indicate the level of access and communication agreed to by the FI.
- 4.2.7.10** A list of the current FI network that includes the name and address of each FI used by the Vendor to acquire asset verification data.
- 4.2.7.11** A list of the projected FI network that includes the name and address of each FI (if known) projected to be used by the Vendor to acquire asset verification data.
- 4.2.7.12** A description of the Vendor's established system for recruiting FI.
- 4.2.7.13** A description of whether the FI in the Vendor's current and projected network hold assets for the client population based on location, accessibility and scope.
- 4.2.7.14** A description of the Vendor's capacity to increase the quality and quantity of the FI network for the client population based on location,

accessibility and scope.

#### **4.2.8 TAB 5: PROJECT MANAGEMENT**

The Vendor shall include each of the following:

- 4.2.8.1** A fully defined comprehensive Project Management Plan with a Project Schedule that describes what, when, who, where and how the specified tasks and activities necessary to deliver the proposed response during each State Fiscal Year (SFY) of the Contract. The project schedule should be base lined in accordance with Project Management Institute (PMI) standards.
- 4.2.8.2** A description of the quality control system that includes the time that it takes to identify service delivery deficiencies, systematically assess root causes and develop responses, and efficiently implement services including continued feedback and follow-up actions.
- 4.2.8.3** A proposed Readiness Assessment Plan with a timeline with end-to-end testing of the complete service for the operations and systems that includes but is not limited to the following:
  - 4.2.8.3.1** How the Vendor will prepare and conduct testing in a tightly controlled and production-ready environment;
  - 4.2.8.3.2** How the Vendor will test business practices, systems, and required system interfaces for the performance of business functions prior to the formal readiness review;
  - 4.2.8.3.3** How the readiness assessment will be conducted;
  - 4.2.8.3.4** How the results will be collected and presented; and
  - 4.2.8.3.5** How problems will be addressed, as identified.

#### **4.2.9 TAB 5: VENDOR TECHNICAL CAPABILITY**

The Vendor shall describe each of the following:

- 4.2.9.1** Current volume of data queries, responses and transmissions with the current FI network.
- 4.2.9.2** Projected volume of data queries, responses and transmissions with the current FI network.
- 4.2.9.3** The Vendor's proposed time necessary to conduct data queries, responses and transmissions to the Department from the date of receipt of the Department's requests for real time and batch.
- 4.2.9.4** The ability to operate an electronic AVS Program.
- 4.2.9.5** The ability to track and report verification activity.
- 4.2.9.6** Proposed system security including how the Vendor will ensure that the AVS meets the minimum NIST guidelines, including security for Health Insurance Portability and Accountability Act (HIPAA) compliance for each individual.
- 4.2.9.7** Current and future availability of information systems technology to support the project's requirements.
- 4.2.9.8** Innovative services to meet or exceed the minimum or essential requirements the services described in this RFP.
- 4.2.9.9** A Proposed System Maintenance Plan.
- 4.2.9.10** A description of the System Reporting Capabilities.

### **4.2 Content of the Financial Proposal**

#### **4.3.1 Financial Proposal Title Page**

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

- A. Florida Department of Children and Families;
- B. Title of Proposal including the words “FINANCIAL PROPOSAL”;
- C. RFP number: DCF RFP-2021-020;
- D. Vendor’s Legal name;
- E. FEIN;
- F. DUNS number;
- G. Name, title, telephone number and address of authorized representative who may respond to inquiries regarding the Proposal; and
- H. Name of program coordinator (if known).

#### **4.3.2 TAB 1: FINANCIAL INFORMATION**

##### **4.3.2.1 Financial Management**

The Vendor must describe its current financial management and accounting systems and capability to successfully meet the needs as required by this RFP.

##### **4.3.2.2 Proposed Service Efficiencies and Re-investment**

The Vendor shall provide information on how it plans to develop efficiencies in the services being provided. From this plan, the Vendor shall show how the cost reduction or value-added services that are realized from these efficiencies will be re-invested into the required services.

##### **4.3.2.3 Ongoing Approach to Reduce Administrative Costs and Expand Services**

The Vendor shall provide its ongoing approach to reduce administrative cost, without affecting the quality of the services.

##### **4.3.2.4 Local Match**

Local Match is not applicable to this RFP.

##### **4.3.2.5 Dun & Bradstreet Comprehensive Report**

The Vendor shall provide a copy of their Dun & Bradstreet (D&B) Comprehensive Report that shows both the Commercial Credit Score (CCS) and the Financial Stress Score (FSS). The report shall be dated no more than two months prior to the submission date of the RFP.

It is the duty of the Vendor to ensure the submission of a D&B report that accurately reflects the proposing entity or division within the parent company, if applicable. If the Department cannot easily determine that the report is that of the proposing entity or division, then the Department may award zero points.

If the Vendor does not provide a D&B Comprehensive Report or if the report classifies the Vendor as having an FSS of five (5), the response may be deemed non-responsive at the discretion of the Department and not evaluated.

##### **4.3.2.6 Vendor’s Financial Statements**

The Vendor shall provide the firm's audited financial statements for the Vendor last three State Fiscal Years (SFY) [SFY 2017/2018; SFY 2018/2019; SFY 2019/2020]. For a public firm, this can be their last three Form 10-K submitted to the Securities and Exchange Commission. For a privately held firm, this must be their last three years of audited financial statements.

#### **4.3.3 TAB 2: BUDGET**

The Vendor must complete **APPENDIX VI**, as required by this RFP. The budget totals should be based on available funding projections, if any, and if different, the Vendor shall explain the difference.

#### **4.3.4 TAB 3: COST PROPOSAL**

- 4.3.4.1** Each Vendor shall use the Cost Sheet Form provided in **Appendix XII**. The Vendor's Cost Proposal shall be packaged separately from their Programmatic Proposal in a sealed envelope. Failure by the Vendor to submit the Cost Proposal separately shall result in the response being deemed non-responsive, and therefore, the Proposal will be rejected.
- 4.3.4.2** The Vendor shall not include any references to the Cost Proposal or its contents in the Programmatic Proposal. This includes, but is not limited to, costs, fees, prices, rates, profit, bonuses, discounts, rebates, or the identification of free services, labor, materials, or licensing fee sharing arrangements.
- 4.3.4.3** Cost Data must be entered in the **Cost Sheet Form, Appendix XII**, provided in this RFP. Failure to complete any or all blanks on the Cost Sheet Form may result in rejection of the Proposal. A representative who is authorized to contractually bind the Vendor must sign **Appendix XII - Cost Sheet Form**.
- 4.3.4.4** The costs provided shall include the cost of all services and materials necessary to accomplish the services outlined in this RFP and its attachments and the Vendor's Proposal hereto, including, but not limited to costs, fees, prices, rates, profit, bonuses, discounts, rebates, or the identification of free services, materials, licensing fee sharing arrangements, personnel and labor costs, equipment expenses, MFMP Transaction Fee, miscellaneous expenses and the application of all personnel additional costs (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. Footnotes, notations, and exceptions made to the Cost Proposal form shall not be considered.

### **4.4 Public Records and Trade Secrets**

#### **4.4.1 How to Claim Trade Secret Protection**

If the Vendor considers any portion of the documents, data or records submitted in its Proposal to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Vendor must submit all such information in a separately bound document (or in the case of electronic media, in a manner compliant with **Section 4.1.4**, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Proposal, RFP-2021-020 - Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file and hardcopy documents must explain why the information in the document is a trade secret. This submission must be made no later than the Proposal submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the Proposal, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its Proposal to be trade secret the Vendor must



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

#### 4.4.2 Vendor's Duty to Respond to Public Records Requests

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

#### 4.4.3 Department not Obligated to Defend Vendor Claims

The Department is not obligated to agree with or defend any Vendors claim of exemption from inspection and copying under Florida's Public Records Law. The Vendor is responsible for defending such claims. Further, the Vendor shall protect, defend, and indemnify, including attorney's fees and costs, the Department for actions (including litigation initiated by the Department) arising from or relating to such claims.

### SECTION 5. THE SELECTION METHODOLOGY

The Department intends to award the Contract to the responsible and Responsive Vendor(s) whose Proposal is determined, in writing, to be the most advantageous to the State. The Department will award the Contract based on a consideration of the relative importance of price and other evaluation criteria set forth in the RFP. The Department may also make a determination as to whether to deem one or more Vendors ineligible for award due to non-responsibility or non-responsiveness. The Department will electronically post the intent to award in accordance with section 120.57(3)(a), F.S., and Rule 60A-1.021, F.A.C.

#### 5.1 Selection Criteria

The following Selection Criteria shall apply for this RFP:

Criteria
1. The Vendor's articulation of its solution and the ability of the solution to meet the requirements of this RFP and provide additional value. <ul style="list-style-type: none"><li>o Understanding of the needs of the Department</li><li>o Overall approach and implementation strategy</li><li>o Transition and project management approach</li><li>o Approach to operations, maintenance and recovery</li></ul>
2. The Vendor's ability to provide an innovative solution. The Vendor's company structure, subcontractors, and experience and capability to deliver its proposed solution/services including the Vendor performance providing services similar to the one specified in this RFP. <ul style="list-style-type: none"><li>o Solution overview</li></ul>

<ul style="list-style-type: none"> <li>○ Asset verification</li> <li>○ Data sources and data quality</li> </ul>
<p>3. Vendor’s articulation and demonstration of the solution’s technical capability and functionality and how well the technical solution meets the needs, objectives and goals, the requirements of this RFP.</p> <ul style="list-style-type: none"> <li>○ Web service(s) interface strategy</li> <li>○ Alternative on-line access (portal)</li> <li>○ Functionality</li> <li>○ System security</li> <li>○ Automation and response time</li> <li>○ Reports and reporting System availability and reliability</li> </ul>
<p>4. Vendor’s company structure, subcontractors, experience and capability to deliver the proposed solution/services, meet the Department’s needs, and to provide additional value with a track record of successfully providing services similar to those specified in this RFP.</p> <ul style="list-style-type: none"> <li>○ Company profile and experience</li> <li>○ Subcontractor profile(s) and experience</li> <li>○ Evidence of past successes and ability to deliver</li> <li>○ Prime vendor references</li> <li>○ Subcontractor vendor references</li> <li>○ Skills and experience of proposed team</li> </ul>
<p>5. Vendor and subcontractor financial management and financial stability. The Vendor’s financial management approach, including proposed service efficiencies and ongoing approach to reduce administrative costs and expand services.</p>
<p>6. Vendor’s Cost Proposal Information</p>

The Department may consider any information that reflects upon a Vendor’s capability to fully perform the Contract requirements and/or the Vendor’s demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the Contract.

## 5.2 Evaluation Phase Methodology

All proposals determined to be responsive will be evaluated using the process outlined below.

### 5.2.1 Evaluation of Proposals Scoring

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

Criteria	Maximum Points (1000 Points)	Percent of Total (100%)
<p>Criterion 1. The Vendor’s articulation of its solution and the ability of the solution to meet the requirements of this RFP and provide additional value.</p> <ul style="list-style-type: none"> <li>○ Understanding of the needs of the Department</li> <li>○ Overall approach and implementation strategy</li> </ul>	<b>100</b>	<b>10%</b>



<ul style="list-style-type: none"> <li>○ Transition and project management approach</li> <li>○ Approach to operations, maintenance and recovery</li> </ul>		
<p><b>Sub-criterion 1.1.</b> Understanding of the needs of the Department</p> <ul style="list-style-type: none"> <li>● Understanding of the business</li> <li>● Department customers</li> <li>● Department objectives and goals</li> <li>● Requirements</li> </ul>	50	5%
<p><b>Sub-criterion 1.2.</b> Overall Approach and Implementation Strategy</p> <ul style="list-style-type: none"> <li>● Financial Institution Network</li> <li>● Available data sources</li> <li>● System/Technical Requirements</li> </ul>	25	2.5%
<p><b>Sub-criterion 1.3.</b> Transition and Project Management Approach</p> <ul style="list-style-type: none"> <li>● Transition Plan</li> <li>● Project Schedule</li> <li>● Project Phases – Define, Design, Develop, etc.</li> <li>● Deliverables – approach and examples</li> <li>● Communication</li> <li>● Risk mitigation and issue resolution</li> <li>● Change Management</li> </ul>	12.5	1.25%
<p><b>Sub-criterion 1.4.</b> Approach to Operations, Maintenance and Recovery</p> <ul style="list-style-type: none"> <li>● Continuous operations</li> <li>● On-going maintenance</li> <li>● Issue resolution</li> <li>● System recovery plan</li> <li>● Disaster Plan</li> </ul>	12.5	1.25%
<p><b>Criterion 2.</b> The Vendor’s ability to provide an innovative solution. The Vendor’s company structure, subcontractors, and experience and capability to deliver its proposed solution/services including the Vendor performance providing services similar to the one specified in this RFP.</p> <ul style="list-style-type: none"> <li>○ Solution overview</li> <li>○ Asset verification</li> <li>○ Data sources and data quality</li> </ul>	<b>225</b>	<b>22.5%</b>
<p><b>Sub-criterion 2.1.</b> Solution Overview</p> <ul style="list-style-type: none"> <li>● Solution impact on efficiency, quality and integrity of case processing</li> <li>● Automation of the solution as a whole</li> <li>● Flexibility of the solution and effort needed to change or add data services or data types/sources</li> </ul>	100	10%
<p><b>Sub-criterion 2.2.</b> Asset Verification</p> <ul style="list-style-type: none"> <li>● Federal requirements</li> </ul>	50	5%

<ul style="list-style-type: none"> <li>• Liquid assets solution</li> <li>• Data sources and Financial Institution network</li> </ul>		
<b>Sub-criterion 2.3. Data Sources and Data Quality</b> <ul style="list-style-type: none"> <li>• Data sources and Volume, Scope Financial network</li> <li>• Data elements available</li> <li>• Up to date information</li> <li>• Accuracy and reliability of data</li> <li>• Quality control measures</li> </ul>	75	7.5%
<b>Criterion 3. Vendor’s articulation and demonstration of the solution’s technical capability and functionality and how well the technical solution meets the needs, objectives and goals, the requirements of this RFP and provide additional value.</b> <ul style="list-style-type: none"> <li>○ Web service(s) interface strategy</li> <li>○ Alternative on-line access (portal)</li> <li>○ Functionality</li> <li>○ System security</li> <li>○ Automation and response time</li> <li>○ Reports and reporting</li> <li>○ System availability and reliability</li> </ul>	<b>395</b>	<b>39.5%</b>
<b>Sub-criterion 3.1. Web Service(s) interface strategy</b>	5	.5%
<b>Sub-criterion 3.2. Alternative on-line access (portal)</b>	25	2.5%
<b>Sub-criterion 3.3. Functionality</b> <ul style="list-style-type: none"> <li>• Real-time data capability and optimization of interface and portal</li> <li>• Transaction response time within interface and portal</li> <li>• Navigation and usability of the portal</li> </ul>	90	9.0%
<b>Sub-criterion 3.4. System Security</b> <ul style="list-style-type: none"> <li>• System Security - NIST, MARS-E, FISMA, FedRAMP</li> <li>• Confidentiality of Department data</li> </ul>	25	2.5%
<b>Sub-criterion 3.5. Automation and Response Time</b> <ul style="list-style-type: none"> <li>• Acquisition of data</li> <li>• Automation of discovery - Receipt of queries, data matching and responding to queries</li> <li>• Response time</li> <li>• Aggregation and analysis of data</li> <li>• Automated use of information for decision making insights from solution data</li> </ul>	125	12.5%
<b>Sub-criterion 3.6. Reports and Reporting</b> <ul style="list-style-type: none"> <li>• Reporting capabilities and information captured</li> <li>• Canned reports</li> <li>• Customizing reports and Ad Hoc reports</li> <li>• System auditing capability</li> </ul>	50	5%
<b>Sub-criterion 3.7. System Availability and Reliability</b> <ul style="list-style-type: none"> <li>• System availability</li> <li>• Maintenance schedule</li> </ul>	75	7.5%

<ul style="list-style-type: none"> <li>• System back-up</li> <li>• System capacity</li> </ul>		
<b>Criterion 4.</b> Vendor's company structure, subcontractors, experience and capability to deliver the proposed solution/services, meet the Department's needs, and to provide additional value with a track record of successfully providing services similar to those specified in this RFP.	80	8%
<b>Sub-criterion 4.1.</b> Company profile and experience and Subcontractor profile(s) and experience	20	2%
<b>Sub-criterion 4.2.</b> Evidence of past successes and ability to deliver	40	4%
<b>Sub-criterion 4.3.</b> Skills and experience of proposed team	20	2%
<b>TOTAL</b>	<b>800</b>	<b>80%</b>

The Department will independently evaluate each Financial Proposal in accordance with the following criteria:

<b>Criteria 5.</b> Vendor's Cost Proposal Information	200	20%
<b>Sub-criterion 6.1.</b> Cost scoring will be completed by using the following calculation:  $(N/X) \times Y = Z$ Where: N = Lowest Grand Total Price received by any Proposal X = Vendor's Grand Total Price Y = Maximum Cost Point Awarded for financial evaluation. Z = Cost Points Awarded		
<b>TOTAL</b>	<b>200</b>	<b>20%</b>
<b>TOTAL</b>	<b>1000</b>	<b>100%</b>

Financial Formula: A formula instead of financial evaluators will be used to evaluate financial Proposals for this solicitation. The formula used is as follows:

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

Where:

N = Lowest Grand Total Price received by any Proposal  
X = Vendor's Grand Total Price  
Y = Maximum Cost Point Awarded for financial evaluation.  
Z = Cost Points Awarded

The maximum Cost Points awarded for this solicitation are: **1000** possible maximum Cost Points achieved for this RFP.

### 5.2.2 Total Score of Proposals

The Procurement Officer will average the total programmatic point scores and the total financial point scores. The Procurement Officer will then add the Programmatic Proposal points score to the Financial

Proposal point scores to obtain a total score. The Procurement Officer will use the total points to rank Vendors.

For example:

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

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

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

### **5.2.3 Conduct Evaluator Public Meeting**

A public meeting will be held to announce and validate all evaluation scores.

### **5.2.4 Report of the Procurement Officer**

The Procurement Officer will report those Proposals deemed responsive and Vendors deemed responsible. The report will include the Vendor rankings.

### **5.2.5 Selection of Vendor(s), Decision to Reject All, or Cancel**

The Department will make a determination to award to the Vendor(s), reject all Proposals, or cancel this procurement. The Department will notice, in writing, it’s decision on VBS:

[http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)

**[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**APPENDIX I: CERTIFICATE OF SIGNATURE AUTHORITY**

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

**APPENDIX II: VENDOR'S CERTIFICATIONS**

<b>CERTIFICATIONS</b>		
<b>MASTER CERTIFICATION</b>		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of RFP # _____ (the RFP), the facts regarding the proposal submitted by the Vendor in response to the RFP and the truth of each statement contained in Certifications (a) through (f) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.</p>		
<b>Check the applicable box next to the title to each certification:</b>		
<b>True</b>	<b>False</b>	
		<b>a. Certification of Binding Proposal and Acceptance of Terms of RFP and Contract Document</b>
		<b>b. Statement of No Prohibited Involvement</b>
		<b>c. Statement Non-Collusion</b>
		<b>d. Certification Regarding Subcontractors</b>
		<b>e. Certification Regarding Prior Contractual Obligations</b>
		<b>f. Certification of Representations Per sections 287.133, and 287.134, F.S.</b>
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p>		
Signature of Authorized Representative:		Date:
<p><b>a. Certification of Binding Proposal and Acceptance of Terms of RFP and Contract Document</b></p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor's Proposal submitted in response to the Department's RFP is binding on the Vendor in accordance with the terms of the RFP. If awarded any contract as a result of the RFP, the Vendor will comply with the specifications, terms, and conditions stated in the RFP and the contract document.</p>		
<p><b>b. Statement of No Prohibited Involvement</b></p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has: Been awarded a Contract as described in subsections 287.057(17)(c), F.S., to perform a feasibility study of the potential implementation of a subsequent Contract to support this project, participated in drafting of a solicitation for this specific project, or developed a program for future implementation of this project.</p>		
<p><b>c. Statement of Non-Collusion</b></p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the RFP as principals are named therein, that the Vendor's Proposal is made without collusion with any other Vendor.</p>		
<p><b>d. Certification Regarding Subcontractors</b></p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor's agreement that by submitting a Proposal to this RFP, the Vendor waives any exclusivity provision in its subcontractor agreements.</p>		
<p><b>e. Certification Regarding Prior Contractual Obligations</b></p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor <u>has not</u>:</p> <p>(1) Failed to correct any unsatisfactory performance in a previous contract to the satisfaction of any Agency or eligible user;</p> <p>(2) Had a contract terminated by any Agency or eligible user for cause; or</p> <p>(3) Failed to sign a contract awarded by any Agency.</p>		
<p><b>f. Certification of Representations Per Sections 287.042, 287.133 and 287.134, F.S.</b></p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor is not listed on the Suspended Vendors List maintained pursuant to Rule 60A-1.006, F.A.C., Convicted Vendors List created and maintained pursuant to section 287.133, F.S., or on the Discriminatory Vendors List created and maintained pursuant to section 287.134, F.S, and for Federal funds, not be listed on the governmentwide exclusions in the System for Award Management (SAM).</p>		

**TIE BREAKING CERTIFICATIONS**

Statutory Preferences When Awarding Contracts

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

**MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS**

As the Authorized Representative of the Vendor, \_\_\_\_\_ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of RFP # \_\_\_\_\_ (RFP), the facts regarding the Proposal submitted by the Vendor in response to the RFP and the truth of each statement contained in Certifications (g) through (k) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

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

**g. Certification of a Certified Minority Business Enterprise**

**h. Certification of a Certified Veteran Business Enterprise**

**i. Certification of a Florida Business**

**j. Certification of a Foreign Manufacturer with a Factory in Florida**

**k. Certification of a Drug Free Workplace**

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

Signature of Authorized Representative:

Date:

**g. Certification of a Certified Minority Business Enterprise**

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

**h. Certification of a Florida Certified Veteran Business Enterprise**

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

**i. Certification of a Florida Business**

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

**j. Certification of a Foreign Manufacturer with a Factory in Florida**

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

**k. Certification of a Drug Free Workplace**

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

### APPENDIX III: QUESTION SUBMITTAL FORM

Each Vendor may complete the form provided based on its questions relating to this RFP. The completed form shall be submitted in accordance with the instructions provided in **Section 2.6** of the RFP. This form may be expanded as needed to facilitate response to this requirement.

**Vendor Name:** \_\_\_\_\_

Question Number	RFP Section Number	Question
1		
2		
3		
4		
5		



**APPENDIX IV: SUBCONTRACTOR LIST**

List the subcontractors who will perform work under the contract(s) resulting from this RFP.

**CHECK HERE IF NO SUBCONTRACTORS WILL BE UTILIZED:**

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

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

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

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

[Duplicate table as necessary for additional subcontractors.]

## APPENDIX V: BUDGET SUMMARY AND DETAIL INSTRUCTIONS

The project budget summary should display all costs to be paid by the Department for the delivery of services resulting from this RFP. Use the Project Budget Summary format and list the appropriate amounts for all line items that will be expended during the budget period. The format displays the suggested line items to be covered for this project, other line items may be added, if necessary. "Miscellaneous" and "Other" are not acceptable line items.

In addition to and in support of the Project Budget Summary, a detailed description must be provided for each line item displaying the methodology used to calculate the total for the line item. Documentation must show the percentage of costs being charged to the Department, if the Vendor has another source of income providing funding to this project. Items requiring estimated costs must be accompanied by sufficient documentation or explanation to support the estimate. An estimated number of units must be provided for each line item calculated using a unit rate x unit cost calculation. In addition:

- Salaries provided must be comparable with similar positions in the surrounding labor market and a job description must be provided for each position listed. Include the number of FTEs to be funded in whole or in part by this project.
- Fringe benefits must display the calculation of costs, specifically the percentages or rates for each benefit being charged to this project.
- Staff Travel is reimbursed as specified by Department travel policies and procedures in CFOP 40-1 and section 112.061, F. S.
- Office expenses should be based on prior history, a reasonable estimated monthly expense, or written Vendor policy.
- Rental or use of space must show the address, the square footage, and the rate per square footage.
- Rental equipment necessary to carry out the delivery of services must include the unit cost (per month) and the number of months the item(s) will be used.
- Insurance costs must provide sufficient documentation to explain the percentage of cost being charged to this project and the calculation of the cost and the insurance coverage being provided.
- Advertising/outreach costs must show the estimated number of units (publications or media events) and the estimated cost for each publication or event.
- Membership fees and subscriptions necessary for the delivery of services must show the estimated costs and number of units projected.
- Client education and training tools must provide the types of services to be provided, the estimated number of clients to be served, and the estimated unit cost of each service.

- Information Resource Technology (IRT) includes computers, monitors and other technology items costing less than \$1,000 each and must include a brief description of the item(s) to be purchased, the unit cost for each item and justification for each item. For recurring costs, must show the estimated unit cost for each recurring cost associated with the delivery of services, including internet access, computer/network/printer maintenance, SAVE system access, etc.
- Subcontracted services such as janitorial services or security services must show the monthly rate and the number of months for which service is required.
- Subcontracted client services providing direct services to clients must include the Vendor(s) to be subcontracted with, the services to be provided, the estimated number of clients to be served and the unit cost for service(s).
- Financial audits being covered in part or in whole with project funds must show the rate used to calculate this cost or the percentage of cost being allocated to this project.
- Operating capital outlay (OCO) to be purchased for use under this project must show the number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased.
- Office equipment (non-OCO) to be purchased under this contract (costing less than \$1,000 each) for use under this project must show the number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased. Purchases must be estimated in accordance with the State's guidelines found at <https://www.myfloridacfo.com/division/aa/Memos/default.htm>
- Indirect costs being charged to the project must show the percentage of funding required by the Vendor to carry out the common or joint tasks covered by this line item. A summary of the expenditures covered by these funds is required.

**APPENDIX VI: PROJECT BUDGET SUMMARY**

		Vendor Name	
		FFY (Insert Year) - (Insert Dates)	
Budget Line Item		Line Item Totals	Category Total
<b>Personnel Category</b>			
A.	Personnel	\$ -	
B.	Fringe Benefits	\$ -	
C.	Other Personnel Services (OPS)	\$ -	
D.	Background Checks	\$ -	
		<b>Total Personnel Category:</b>	<b>\$ -</b>
<b>Travel Category</b>			
E.	Staff Travel & Training	\$ -	
F.	Client Transportation	\$ -	
		<b>Total Travel Category:</b>	<b>\$ -</b>
<b>Expense Category</b>			
G.	Office Expenses		
1.	Utilities	\$ -	
2.	Telephone	\$ -	
3.	Postage/Shipping	\$ -	
4.	Copies/Printing	\$ -	
5.	Office Supplies	\$ -	
6.	Janitorial Supplies	\$ -	
7.	Building Maintenance/Repair	\$ -	
8.	Equipment Repair	\$ -	
9.	Security Services	\$ -	
10.	Office Equipment/Furniture	\$ -	
		<b>Total Office Expenses:</b>	<b>\$ -</b>
H.	Rental or Use of Space	\$ -	
I.	Rental Equipment	\$ -	
J.	Insurance	\$ -	
K.	Advertising/Outreach	\$ -	
L.	Membership Fees & Subscriptions	\$ -	
M.	Client Educational and Training Tools	\$ -	
N.	Fixed Price Services	\$ -	
O.	Information Resource Technology	\$ -	
P.	Subcontracted Services	\$ -	
Q.	Subcontracted Client Services	\$ -	
R.	Financial Audit	\$ -	
		<b>Total Expense Category:</b>	<b>\$ -</b>
<b>Direct Costs Category</b>			
S.	Operating Capital Outlay (OCO->\$1,000.00)		\$ -
T.	Indirect Costs _____% of Total Direct Costs		\$ -
		<b>Subtotal Direct Costs:</b>	<b>\$ -</b>
		<b>Total Project Budget</b>	<b>\$ -</b>

Sample Format; Columns and rows can be added as needed.

**APPENDIX VII: PROPOSED COST ALLOCATION PLAN**

for the  
(Insert) CONTRACT YEAR

Line Item	This Application	Funding Source A	Funding Source B	Funding Source C	Total
<b>Personnel Category</b>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<b>Fringe Benefits</b>					
<b>Staff Travel</b>					
<b>Sub-Contracted Services</b>					
<b>Office Expenses</b>					
<b>Operating Capital Outlay</b>					
<b>Rental or Use of Space</b>					
<b>Rental of Equipment</b>					
<b>Maintenance Agreements</b>					
<b>Insurance</b>					
<b>Membership Fees and Subscriptions</b>					
<b>Advertising</b>					
<b>Client Education and Training Tools</b>					
<b>Indirect Costs</b>					
<b>Total</b>					

**APPENDIX VIII: STANDARD CONTRACT PART 1**

**See Attached.**

**APPENDIX IX: STANDARD CONTRACT PART 2**

**See Attached.**

## APPENDIX X: FEDERAL GRANT COMPLIANCE INTRODUCTION

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

### Subpart B – General Provisions

<b>1. Integrity Rules (2 CFR 200.112-113; 45 CFR 75.112-113)</b>
1.1 Disclosure of any potential conflicts of interest to the Department in accordance with the applicable federal awarding agency policy.
1.2 Disclosure of all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (Note: Failure to do so can result in suspension and/or debarment.)

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

<b>2. Fixed Award Amounts (2 CFR 200.201; 45 CFR 75.201)</b>
2.1 If awarded a fixed-award, payments will be based on meeting specific requirements of the federal award. Accountability will be based on performance and results.

### Subpart D – Post-federal Award Requirements

<b>3. Standards for Financial and Program Management (2 CFR 200.300-309; 45 CFR 75.300-309)</b>
3.1 Adherence to performance measurements that relate financial data to performance accomplishments. When applicable, the reports will provide cost information to demonstrate cost effective practices. Some grants may require reports to include indicators and milestones accomplished on performance goals.
3.2 Maintenance of a financial management system, which includes records documenting compliance, that allows for the preparation of reports required by general and program-specific terms/conditions. The financial management system must also allow for the tracing of funds to a level of expenditures to show that they have been used according to the terms/conditions/regulations.
3.3 The financial management system must provide the following: 3.3.1 Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the federal awarding agency, and name of the pass-through entity, if any. 3.3.2 Accurate, current, and complete disclosure of the financial results of each Federal award or program. 3.3.3 Records that identify adequately the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. 3.3.4 Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. 3.3.5 Comparison of expenditures with budget amounts for each Federal award. 3.3.6 Written procedures to implement the payment requirements found in §200.305 or §75.305 as applicable. 3.3.7 Written procedures for determining the allowability of costs in accordance with the Cost Principles of federal grant guidance and the terms and conditions of the Federal award.
3.4 Internal Controls 3.4.1 Establish and maintain effective internal controls over federal awards to ensure compliance with regulations and the terms/conditions of awards. Consider the Internal Control



<p>Framework issued by the Committee on Sponsoring Organizations (COSO) and the Standards for Internal Control in the Federal Government (Green Book) issued by the Comptroller General as best practice examples.</p> <p>3.4.2 Have internal controls and procedures in place to take prompt action when noncompliance issues are identified, including noncompliance related to audit findings.</p> <p>3.4.3 Take reasonable measures to safeguard protected, personally identifiable information (PII) and other sensitive information.</p>
<p>3.5 Payments</p> <p>3.5.1 Minimized the time between the transfer of funds from the Department and the disbursement. (Already required by State statutes and Department’s Standard Contract)</p> <p>3.5.2 Use funds from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned prior to requesting cash advance payments, if allowed.</p> <p>3.5.3 Established banking procedures so that you can account for the receipt, obligation, and expenditure of funds for specific federal awards.</p> <p>3.5.4 Preparation for any advance payments to be deposited in insured accounts when possible and in interest-bearing account unless certain criteria apply.</p>
<p>3.6 Cost Sharing or Matching Requirements (if required, does not apply to most Department Contracts)</p> <p>3.6.1 All required criteria are met if your organization has grants that contain cost sharing or matching requirements.</p> <p>3.6.2 Applying unrecovered indirect costs as cost sharing/matching requires prior approval from the federal awarding agency.</p> <p>3.6.3 If authorized by the federal awarding agency to allow for the donation of buildings or land for long-term use, has the value been calculated as the lesser of the two: value of remaining life or current market value at the time of donation.</p> <p>3.6.4 Volunteer services from a third party to meet cost/matching requirements must be integral and necessary part of the project/program and documented.</p>
<p>3.7 Use of Program Income</p> <p>3.7.1 Program Income must be deducted from the total allowable costs to determine the net allowable costs. Program income must be used for current costs unless the Federal awarding agency authorizes otherwise. Unanticipated program income must be used to reduce the federal award.</p> <p>3.7.2 For IHEs and nonprofit research institutions, program income may be added to the federal award with prior Federal approval.</p> <p>3.7.3 Program income may be used to meet cost sharing/matching requirements if applicable, with prior Federal approval.</p>
<p><b>4. Property Standards (2 CFR 200.310-316; 45 CFR 75.316-323)</b></p>
<p>4.1 Insurance coverage: Maintain equivalent insurance coverage for real property and equipment acquired or improved with federal funds (but not federally owned) as provided to property owned by your organization.</p>
<p>4.2 Real Property: Maintain procedures that meet federal guidance regarding real property to meet the requirements for title, use, and disposition.</p>
<p>4.3 Federally-owned and exempt property</p> <p>4.3.1 An annual inventory listing of federally owned property in its custody must be annually submitted to the federal awarding agency.</p> <p>4.3.2 After an award has been completed or federal property is no longer needed, the organization must report the property as excess to the federal awarding agency.</p>
<p>4.4 Equipment</p>

4.4.1	Maintain proper equipment procedures in place to meet the requirements for title, use, and disposition under federal grant guidance.
4.4.2	Equipment management procedures must be in place for equipment acquired in whole or in part under the federal award, which include detailed identification makers, percentage of federal participation in costs, location, use and condition and any disposition data, date of disposal and sale price of the property.
4.4.3	A physical inventory of property must be taken at least once every two years with results reconciled with property records.
4.4.4	A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property.
4.4.5	Adequate maintenance procedures must be developed to keep the property in good condition.
4.4.6	If authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
4.5	Supplies exceeding \$5,000: The federal government must be compensated for its share of residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of a project or program, unless supplies are not needed for any other federal award.
4.6	Intangible property: Maintain proper procedures to meet federal grant guidance involving intangible property.
<b>5. Procurement Standards (2 CFR 200.317-326; 45 CFR 75.326-335)</b>	
5.1	Maintain written standards of conduct covering conflict of interest and governing employees engaged in the selection, award and administration of contracts. If your organization has a parent, affiliate, or subsidiary organization that is not a State or local government or Indian tribe, your conflict of interest policy must also include organizational conflicts of interest.
5.2	Procurement procedures and policies must be in place to meet the following requirements:
5.2.1	Are written
5.2.2	Ensure that the acquisition of duplicate or unnecessary items is avoided
5.2.3	Ensure that State and local government intergovernmental agreements are considered where appropriate
5.2.4	Ensure contracts are awarded only to responsible Vendors with the ability to perform contract terms successfully
5.2.5	Ensure all procurement transactions are conducted in a manner providing full and open competition
5.2.6	Do not include State or local geographical preferences (except where federal statutes mandate or encourage geographic preference)
5.2.7	Ensure all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured
5.2.8	Require cost or price analysis, including independent estimates, for all purchases over \$150,000
5.2.9	Include affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible
5.3	Procurement policies must include guidelines for the following purchase thresholds, which must meet federal grant guidance requirements:
5.3.1	Micro-purchase (<\$10,000, no quotations, equitable distributions)
5.3.2	Small purchase (\$10,000-\$250,000, rate quotations, no cost or price analysis)
5.3.3	Sealed Proposals (\$250,000, formal advertising, price is a major factor).
5.3.4	Competitive Proposal (> \$250,000, fixed price or cost reimbursement, RFP with evaluation methods).
5.3.5	Noncompetitive Proposal (solicitation of a Proposal from only one source, unique product/service)
5.4	Time and material type contracts are used only after a determination that no other contract is suitable, and the contract must include a ceiling price that the Vendor exceeds at its own risk.

5.5	All prequalified lists of persons, Vendors, or products must include enough qualified sources to ensure maximum free and open competition, and there must be a process to ensure this list is kept up to date.
5.6	Procurement processes include keeping records that detail history of ALL procurements and at the minimum include the rationale for the method of procurement, selection of contract type, Vendor selection or rejection, and the basis for the contract.
5.7	Procurement policies for construction or facility improvement contracts, or subcontracts exceeding \$250,000, include a bid guarantee equivalent to 5% of the Proposal price from each Respondent (such as bid bond or certified check), a performance bond on the part of the Vendor for 100 percent of the contract price, and a payment bond on the part of the Vendor for 100 percent of the contract price.
<b>6. Performance and Financial Monitoring and Reporting (2 CFR 300.327-329; 45 CFR 75.341-343)</b>	
6.1	Performance and Financial reports will likely be required so that the Department can meet its obligations as a recipient of federal awards, which should be no more often than quarterly except in unusual circumstances.
6.2	Annually submit a report on the status of real property if the federal government retains an interest. (Note: If federal interest is for 15 years or longer, reporting may be required at various multi-year frequencies as well.)
<b>7. Subrecipient Monitoring and Management (2 CFR 200.330-332; 45 CFR 75.351-353) {Pass-through entity requirements}</b>	
7.1	A formal process must be developed to analyze awards for determining subrecipient versus a Vendor relationship.
7.2	Subawards made to subrecipients must include the following pieces of information:
7.2.1	Federal Award Identification (There are 13 required data elements in this item).
7.2.2	All requirements imposed by your organization on the subrecipient so that the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award.
7.2.3	Any additional requirements that your organization imposes on the subrecipient in order for your organization to meet its own responsibility to the federal awarding agency or the Department, including identification of any required financial and performance reports.
7.2.4	An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between your organization and the subrecipient (in compliance with federal guidance), or a de minimis (10 percent) indirect cost rate.
7.2.5	A requirement that the subrecipient permit your organization and auditors to have access to the subrecipient's records and financial statements as necessary.
7.2.6	Appropriate terms and conditions concerning closeout of the subaward.
7.3	Evaluate the subrecipient for risk of noncompliance with federal regulations and terms of subaward to determine appropriate monitoring for each subrecipient.
7.4	Monitor the activities of the subrecipient as necessary to ensure the subaward is used for authorized purposes and in accordance with statutes, regulations and terms and conditions. Monitoring must include:
7.4.1	Reviewing financial and programmatic reports
7.4.2	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means
7.4.3	Issuing a management decision for audit findings pertaining to the federal award
7.5	Verify that every subrecipient is audited as required under federal grant guidance.
7.6	Review results of subrecipient's audits, on-site reviews, or other monitoring to detect conditions that necessitate adjustments to your organization's own records.
7.7	Take enforcement action against noncompliant subrecipients when appropriate.

7.8	In order to issue subawards based on fixed amounts up to the Simplified Acquisition Threshold (currently at \$250,000), prior written approval from the federal awarding agency must be obtained.
<b>8.</b>	<b>Record Retention and Access (2 CFR 200.333-337; 45 CFR 75.361-365)</b>
8.1	Maintain a policy to verify that financial records, supporting documents, statistical records, etc., are retained for at least three years from the date of submission of the final expenditure report, or for ongoing grants, the date of submission of the quarterly or annual financial report. (Note: If any litigation/claim/audit is started before the three-year time frame, records must be retained until completed or resolved.)
<b>9.</b>	<b>Closeout (2 CFR 200.343; 45 CFR 75.381)</b>
9.1	Develop procedures to meet the following requirements for closing out grants at the end of the period of performance:
9.1.1	Must submit no later than 90 calendar days after the end of period of performance all financial, performance, and other reports required by terms and conditions.
9.1.2	Must liquidate all obligations incurred no later than 90 calendar days per terms/conditions.
9.1.3	Must promptly refund any balances of unobligated cash that the federal agency or pass-through entity paid in advance or paid that isn't authorized to be retained for use in other projects.
9.2	Must account for any real and personal property acquired with federal funds or received from the federal government.

#### **Subpart E - Cost Principles**

<b>10.</b>	<b>Required Certifications (2 CFR 200.415; 45 CFR 75.415)</b>
10.1	A certification must be included that is signed by an official who can legally bind your organization for annual and final fiscal reports or vouchers requesting payment under an agreement. The certification must read: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
<b>11.</b>	<b>Time and Effort Reporting (2 CFR 200.430; 45 CFR 75.430)</b>
11.1	The organization must meet one of the following:
11.1.1	Maintain a time and effort reporting processes that include records that accurately reflect the work performed and the necessary requirements under federal grant guidance, or
11.1.2	Use budget estimates for interim accounting purposes following federal grant guidance requirements.
11.1.3	Use a substitute process or system for salaries and wages to federal awards, if the system is approved by the cognizant agency for indirect cost. Should a substitute sampling system be used, it must meet acceptable statistical sampling standards.
11.2	Salaries and wages of employees used in meeting the cost sharing or matching requirement on federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from federal awards.

**APPENDIX XI: COST SHEET FORM**

This Appendix correlates to Exhibit F in **Appendix IX - Department’s STANDARD CONTRACT PART 2** posted with this RFP. For convenience and to avoid confusion, it replicates the pricing information required by that Exhibit. The Provider shall apply the pricing in the Contract for the three (3) year Contract term and the potential three (3) year Contract renewal term. The Department anticipates paying for these services using a unit cost payment structure that is based on an individual transaction and response of AVS.

The Department reserves the right to use a unit cost payment structure that is based on transaction tier levels.

**Cost Form Instructions:**

The Vendor must provide the following:

A fully completed **APPENDIX XI: COST SHEET FORM**, including Signature, Date, the Name and Title of Authorized Representative having the authority to bind the Vendor.

For SFY’s 2021-2022, 2022-2023 and 2023-2024, the Vendor shall include the proposed cost for each SFY, and the total Contract cost. The Vendor shall provide both a cost per unit and a cost per transaction tier. The Vendor shall include proposed total cost for each SFY and any cost related assumptions that further explain how the proposed cost was structured.

For the Renewal Year(s) term, the Vendor shall include the proposed cost for each SFY’s 2024-2025, 2025-2026 and 2026-2027.

The cost totals shall not exceed available funding identified in **Appendix IX - Department’s STANDARD CONTRACT PART 2**.

**SFY 2021-2022**

#	Service Unit	Tier by Transaction Volume	Unit Price by Tier
1.	Completion of each individual transaction and response of AVS as documented through completion and delivery of the Monthly Transaction Count Report	To be proposed by Vendor	\$ To be proposed by Vendor
<b>Total Cost for SFY 2021-2022:</b>		<b>\$ To be proposed by Vendor</b>	

**SFY 2022-2023**

#	Service Unit	Tier by Transaction Volume	Unit Price by Tier
1.	Completion of each individual transaction and response of AVS as documented through completion and delivery of the Monthly Transaction Count Report	To be proposed by Vendor	\$ To be proposed by Vendor
<b>Total Cost for SFY 2022-2023:</b>		<b>\$ To be proposed by Vendor</b>	

**SFY 2023-2024**

#	Service Unit	Tier by Transaction Volume	Unit Price by Tier
1.	Completion of each individual transaction and response of AVS as documented through completion and delivery of the Monthly Transaction Count Report	To be proposed by Vendor	\$ To be proposed by Vendor
<b>Total Cost for SFY 2023-2024:</b>		<b>\$ To be proposed by Vendor</b>	

**Renewal Year 1 (SFY 2024-2025)**

#	Service Unit	Tier by Transaction Volume	Unit Price by Tier
1.	Completion of each individual transaction and response of AVS as documented through completion and delivery of the Monthly Transaction Count Report	To be proposed by Vendor	\$ To be proposed by Vendor
<b>Total Cost for Renewal Year 1 (SFY 2024-2025):</b>		<b>\$ To be proposed by Vendor</b>	

**Renewal Year 2 (SFY 2025-2026)**

#	Service Unit	Tier by Transaction Volume	Unit Price by Tier
1.	Completion of each individual transaction and response of AVS as documented through completion and delivery of the Monthly Transaction Count Report	To be proposed by Vendor	\$ To be proposed by Vendor
<b>Total Cost for Renewal Year 2 (SFY 2025-2026):</b>			<b>\$ To be proposed by Vendor</b>

**Renewal Year 3 (SFY 2026-2027)**

#	Service Unit	Tier by Transaction Volume	Unit Price by Tier
1.	Completion of each individual transaction and response of AVS as documented through completion and delivery of the Monthly Transaction Count Report	To be proposed by Vendor	\$ To be proposed by Vendor
<b>Total Cost for Renewal Year 3 (SFY 2026-2027):</b>			<b>\$ To be proposed by Vendor</b>

As the Authorized Representative of the Vendor, \_\_\_\_\_  
 (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of  
 RFP# \_\_\_\_\_ and agree to the cost pricing above in response RFP# \_\_\_\_\_

\_\_\_\_\_  
 \*Signature of Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 \*Printed Name and Title of Authorized Representative

*\*This individual must have the authority to bind the Vendor.*



Contract No. \_\_\_\_\_  
CFDA No(s). \_\_\_\_\_  
CSFA No(s). \_\_\_\_\_

Client Services  Non-Client   
Subrecipient  Vendor   
Federal Funds  State Funds

**THIS CONTRACT** is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and TBD, hereinafter referred to as the "Provider". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

## 1. **ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

### 1.1 **Purpose and Contract Amount**

The Department is engaging the Provider for the purpose of **obtaining Asset Verification System (AVS) services that will deliver electronic data on assets held by Financial Institutions that affect Medicaid eligibility of aged, blind or disabled applicants and recipients**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$\_\_\_\_\_.

### 1.2 **Official Payee and Party Representatives**

**1.2.1** The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: TBD  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ E-mail: \_\_\_\_\_

**1.2.2** The name, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

Name: TBD  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ E-mail: \_\_\_\_\_

**1.2.3** The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: TBD  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ E-mail: \_\_\_\_\_

**1.2.4** The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: Tammy Davis  
Address: 4015 North Monroe Street, Suite 400, L-118  
City: Tallahassee State: Florida Zip Code: 32303  
Phone: 850-717-4180 Ext: \_\_\_\_\_ E-mail: Tammy.Davis1@myflfamilies.com

Per section 402.7305(1)(a), Florida Statutes (F.S.), the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

### 1.3 **Effective and Ending Dates**

This Contract shall be effective **January 1, 2022** or the last party signature date, whichever is later. The service performance period under this Contract shall commence on **January 1, 2022** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2025**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

### 1.4 **Contract Document**

This Contract is composed of the documents referenced in this section.

**1.4.1** The definitions found in the Standard Contract Definitions, located at: <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.



- 1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.
- 1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.
- 1.4.4 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:
  - 1.4.4.1 Exhibits A through \_F\_;
  - 1.4.4.2 Any documents incorporated into any exhibit by reference, or included as a subset thereof;
  - 1.4.4.3 This Standard Contract;
  - 1.4.4.4 Any documents incorporated into this Contract by reference;
  - 1.4.4.5 Attachments 1 through \_2\_.

## **2. STATEMENT OF WORK**

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

### **2.1 Scope of Work**

The Scope of Work is described in Exhibit B.

### **2.2 Task List**

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

### **2.3 Deliverables**

The Deliverables are described in Exhibit D.

### **2.4 Performance Measures**

2.4.1 The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-1.

2.4.2 To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

## **3. PAYMENT, INVOICE AND RELATED TERMS**

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

### **3.1 Prompt Payment and Vendor Ombudsman**

Per section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. Department determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

### **3.2 Method of Payment**

The Provider shall be paid in accordance with Exhibit F.

### **3.3 Invoices**

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

**3.3.2** The final invoice for payment shall be submitted to the Department no more than **45** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

### **3.4 Financial Consequences**

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

### **3.5 Overpayments and Offsets**

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

### **3.6 MyFloridaMarketPlace Transaction Fee.**

This Contract is **subject to** the MyFloridaMarketPlace transaction fee.

## **4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**

### **4.1 Compliance with Statutes, Rules and Regulations**

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as

they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

## **4.2 State Policies**

The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

## **4.3 Independent Contractor, Subcontracting and Assignments**

**4.3.1** In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

**4.3.2** The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

**4.3.3** The Provider may subcontract under this Contract

**4.3.3.1** The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

**4.3.3.2** The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

**4.3.3.3** The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

**4.3.4** To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

## **4.4 Provider Indemnity**

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

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

**4.4.2** Further, the Provider shall indemnify the Department for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure; or arising from or relating to the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by the Department.

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

#### **4.5 Insurance**

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

#### **4.6 Notice of Legal Actions**

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Provider shall notify the Department's Contract Manager within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

#### **4.7 Intellectual Property**

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

**4.7.1** If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

**4.7.2** All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

#### **4.8 Transition Activities**

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall

support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

#### **4.9 Real Property**

Any State funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, if the Provider 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.

#### **4.10 Publicity**

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

#### **4.11 Sponsorship**

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

#### **4.12 Employee Gifts**

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

#### **4.13 Mandatory Reporting Requirements**

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

**4.13.1** A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

**4.13.2** Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager.

**4.13.3** Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at [IG.Complaints@myflfamilies.com](mailto:IG.Complaints@myflfamilies.com). The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

#### **4.14 Employment Screening**

**4.14.1** The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

**4.14.1.1** Employment history checks;

**4.14.1.2** Fingerprinting for all criminal record checks;

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

**4.14.1.4** Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

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

**4.14.1.6** Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

**4.14.2** The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

**4.14.3** The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract or sub-contract provider, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

#### **4.15 Human Subject Research**

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

#### **4.16 Coordination of Contracted Services**

Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

**4.16.1** Name of each contracting State agency and the applicable office or program issuing the contract.

**4.16.2** Name of each contracting State agency and the applicable office or program issuing the contract.

**4.16.3** Identifying name and number of the contract.

**4.16.4** Starting and ending date of each contract.

**4.16.5** Amount of each contract.

**4.16.6** A brief description of the purpose of the contract and the types of services provided under each contract.

**4.16.7** Name and contact information of each Contract Manager.

### **5. RECORDS, AUDITS AND DATA SECURITY**

#### **5.1 Records, Retention, Audits, Inspections and Investigations**

**5.1.1** The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract

and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

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

**5.1.3** At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

**5.1.4** A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 1.

**5.1.5** The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

**5.1.6** No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

## **5.2 Inspections and Corrective Action**

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

## **5.3 Provider's Confidential and Exempt Information**

**5.3.1** By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

**5.3.2** Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

**5.3.2.1** The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

**5.3.2.2** The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

**5.3.3** The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

#### **5.4 Health Insurance Portability and Accountability Act**

The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment \_\_ to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

#### **5.5 Information Security**

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

**5.5.1** An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

**5.5.2** The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information.

**5.5.3** All who request or have access, through the Provider's access, to Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

**5.5.4** The Provider shall prevent unauthorized disclosure or access, from or to Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

**5.5.5** The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

**5.5.6** The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

#### **5.6 Public Records**

**5.6.1** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

**5.6.2** As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

**5.6.2.1** Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.



**5.6.2.2** Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

**5.6.2.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Department.

**5.6.2.4** Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

**5.6.3 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT [DCFCustodian@MYFLFAMILIES.COM](mailto:DCFCustodian@MYFLFAMILIES.COM), OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.**

## **6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION**

### **6.1 Financial Penalties for Failure to Take Corrective Action**

**6.1.1** In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

**6.1.2** The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

**6.1.2.1** Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

**6.1.2.2** Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

**6.1.2.3** Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

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

### **6.2 Termination**

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

**6.2.2** This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period is mutually agreed upon in writing.

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

**6.2.4** In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Provider, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

**6.2.5** Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

**6.2.5.1** Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

**6.2.5.2** Had a contract terminated by the Department for cause.

**6.2.6** In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

**6.2.7** If this Contract is for an amount of \$1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Department may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

### **6.3 Dispute Resolution**

**6.3.1** Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

**6.3.2** After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

**6.3.3** After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

**6.3.4** Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

**6.3.5** This section shall not limit the parties' rights of termination under Section 6.2.

**6.3.6** All notices provided by the Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 via the U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery. All notices provide by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 via U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery.

## **7. OTHER TERMS**

### **7.1 Governing Law and Venue**

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

### **7.2 No Other Terms**

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.

### **7.3 Severability of Terms**

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

### **7.4 Survival of Terms**

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.

### **7.5 Modifications**

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

### **7.6 Anticompetitive Agreements**

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

### **7.7 Communications**

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

### **7.8 Accreditation**

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

### **7.9 Transitioning Young Adults**

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

### **7.10 DEO and Workforce Florida**

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

## **7.11 Purchases by Other Agencies**

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

## **7.12 Unauthorized Aliens**

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

## **7.13 Civil Rights Requirements**

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

**7.13.1** The Provider shall comply with the provisions in accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

**7.13.2** The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

**7.13.3** If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

## **7.14 Use of Funds for Lobbying Prohibited**

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

## **7.15 Public Entity Crime and Discriminatory Contractors**

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

## **7.16 Whistleblower's Act Requirements**

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and

other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

## **7.17 PRIDE**

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

## **7.18 Recycled Products**

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

## **8. FEDERAL FUNDS APPLICABILITY**

The terms in this section apply if Federal Funds are used to fund this Contract.

### **8.1 Federal Law**

**8.1.1** The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

**8.1.2** If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

**8.1.3** If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

**8.1.4** No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment 2. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

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

**8.1.6** If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**8.1.7** If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

### **8.2 Federal Funding Accountability and Transparency Act (FFATA)**

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

**8.2.1** The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and receives more than \$25 million in total federal funding.

**8.2.2** The Digital Accountability and Transparency Act (DATA) 2014 is an expansion of the FFATA Act of 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and sub-recipients.

### **8.3 Federal Whistleblower Requirements**

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov>.

## **9. CLIENT SERVICES APPLICABILITY**

The terms in this section apply if the box for Client Services is checked at the beginning of this Contract.

### **9.1 Client Risk Prevention**

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

### **9.2 Emergency Preparedness Plan**

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

### **9.3 Support to the Deaf or Hard-of-Hearing**

**9.3.1** The Provider and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

**9.3.2** If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5<sup>th</sup> business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

**9.3.3** The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

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

**9.3.5** The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

**9.3.6** The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

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

**9.3.8** The Department requires each contract/subcontract provider agency's direct service employees to complete training on [serving our Customers who are Deaf or Hard-of-Hearing](#) and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

#### **9.4 Confidential Client and Other Information**

Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

**9.4.1** State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S.

**9.4.2** Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, 45 CFR § 205.

**9.4.3** A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

#### **9.5 Major Disasters and Emergencies**

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.

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

PROVIDER: TBD

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: \_\_\_\_\_  
Print/Type \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print/Type \_\_\_\_\_  
Name: Shevaun L. Harris  
Title: Secretary  
Date: \_\_\_\_\_

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): TBD

Provider Fiscal Year Ending Date: \_\_\_/\_\_\_.

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## EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Standard Contract, as provided herein:

### **A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

Program or Service Specific Terms. In addition to the provisions of Section 3.1 hereof, the following definitions apply to this Contract.

A-1.1 Asset Verification System (AVS) – An electronic solution to detect assets held by Financial Institutions.

A-1.2 Automated Community Connection to Economic Self-Sufficiency Systems (ACCESS) - The brand used in the State of Florida for the public assistance programs, including Medicaid. This includes computer systems used to determine eligibility and support ACCESS services that primarily but not exclusively includes the FLORIDA and AMS systems.

A-1.3 Downtime - Any unscheduled AVS service outage that occurs during the defined system operational hours. Service outage causes such as force majeure events, failure of elements of the Internet, and outages on the DCF systems or networks are not considered a part of downtime.

A-1.4 File Transfer Protocol (FTP) – A standard procedure that allows one computer to transfer files to and from another over a network such as the Internet.

A-1.5 Financial Institution (FI) - As specified in section 1101(1) of the Right to Financial Privacy Act, means any office of a bank, savings bank, card issuer as defined in section 103 of the Consumers Credit Protection Act (15 U.S.C. 1602(n)), industrial loan company, trust company, savings association, building and loan, or homestead association (including cooperative banks), credit union, or consumer finance institution, located in any state or territory of the United States.

A-1.6 Information Technology Resources - Equipment, data or word processing hardware, software, programs, services, supplies, contracted personnel, facilities, network, infrastructure, maintenance, or technology-related training.

A-1.7 Interface - Points of interaction between the component of the system, applicable at the level of both hardware and software.

A-1.8 National Institute of Standards and Technology (NIST) Guidelines - The U.S. Department of Commerce's National Institute of Standards and Technology that determines the recognized industry standard definition of security.

A-1.9 Scheduled Maintenance - Periodic prescribed inspection and/or servicing of equipment accomplished on a calendar or hours of operation basis.

A-1.10 Secure Socket Layer (SSL) – A protocol for encrypting information over the Internet.

A-1.11 Simple Object Access Protocol (SOAP) - A protocol specification for exchanging structured information in the implementation of Web Services in computer networks.

A-1.12 Transaction - The transmission and processing of an AVS request from the Department to the Provider and the corresponding return transmission(s) to the Department. A new request is required for each asset verification transaction. Prior transaction results cannot be reprocessed after they are initially completed.

A-1.13 Web Service Definition Language (WSDL) - An XML-based language that is used for describing the functionality offered by a Web service.

### **A-2. STATEMENT OF WORK**

There are no additional provisions to this Section of the Standard Contract.

### **A-3. PAYMENT, INVOICE AND RELATED TERMS**

There are no additional provisions to this Section of the Standard Contract.

### **A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**

A-4 Ownership of Products. In addition to the provisions of Section 4.6 hereof, the following Intellectual Property provision applies to this Contract.

A-4.1 Ownership of Products. The AVS application, interfaces, hardware and related features to be developed, hosted and maintained by Provider are the property of the Provider. The data generated from the AVS and transmitted to the Department is the property of the

Department and such data, including the elements supplied to Provider for any asset verification inquiry, remains under the Department's control for the period of retention permitted under the Contract. There are no additional provisions to this section of the Standard Contract.

## **A-5. RECORDS, AUDITS AND DATA SECURITY**

A-5 Data Security. In addition to the provisions of Section 5.6 hereof, the following Data Security provisions apply to this Contract.

A-5.1 NIST SP800-53 addresses minimum security controls that must be followed during Production.

A-5.2 The web site is [http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final\\_updated-errata\\_05-01-2010.pdf](http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final_updated-errata_05-01-2010.pdf)

A-5.3 NIST has numerous publications providing specific requirements/guidelines about each area of security. The most "general" document describing the security families and requirements is NIST FIPS PUB 200 and the web site is <http://csrc.nist.gov/publications/fips/fips200/FIPS-200-final-march.pdf>

A-5.4 On and after Production, the minimum security requirements will cover seventeen security-related areas with regard to protecting the confidentiality, integrity, and availability of Federal information systems and the information processed, stored, and transmitted by those systems. The security-related areas include: (i) access control; (ii) awareness and training; (iii) audit and accountability; (iv) certification, accreditation, and security assessments; (v) configuration management; (vi) contingency planning; (vii) identification and authentication; (viii) incident response; (ix) maintenance; (x) media protection; (xi) physical and environmental protection; (xii) planning; (xiii) personnel security; (xiv) risk assessment; (xv) systems and services acquisition; (xvi) system and communications protection; and (xvii) system and information integrity. The seventeen areas represent a broad-based, balanced information security program that addresses the management, operational, and technical aspects of protecting federal information and information systems.

A-5.5 Policies and procedures play an important role in the effective implementation of enterprise-wide information security programs within the Federal government and the success of the resulting security measures employed to protect Federal information and information systems. Thus, organizations must develop and promulgate formal, documented policies and procedures governing the minimum security requirements set forth in this standard and must ensure their effective implementation.

## **A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION**

A-6 Termination. In addition to the provisions of Section 6.2 hereof, the following Termination provision applies to this Contract.

A-6.1 This Contract may be terminated by the Department without cause upon no less than forty-five (45) days notice in writing to the Provider unless a sooner time is mutually agreed upon in writing. This Contract may be terminated by the Provider for lack of appropriation of funds, effective upon no less than forty-five (45) days notice in writing to the Department or the end of the period for which funds are available to pay for services, whichever is later. The notice shall be delivered by U.S. Postal Service or expedited delivery service that provides verification of delivery or hand-delivery to the Contract Manager or the representative of the provider responsible for administration of the program.

## **A-7. OTHER TERMS**

A-7 In addition to the provisions of Section 7 hereof, the following Other Terms apply to this Contract.

A-7.1 End of Contract Transition and Conversion Support. Because continuity of service is critical as service under this Contract ends and service commences under a new Contract, the Provider shall complete all actions necessary to smoothly transition service to the new provider by the expiration or earlier termination of this Contract. The Provider shall be required to support an orderly transition to the next Provider and shall support the requirements for transition as specified in a Department-approved Transition Plan. Such activities will be without additional compensation and will include consultation on the resources needed to support transition, identifying a transition manager, the characteristics of transactions and data transfer.

A-7.2 Fair Credit Reporting Act Requirements.

A-7.2.1 The Provider shall comply with all applicable requirements of the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et. seq., and its implementing regulations. The Provider has provided, and the Department acknowledges receipt of, a copy of the Consumer Financial Protection Bureau's "Notice to Users of Consumer Reports: Obligations of Users under the FCRA," 12 C.F.R. Part 1022, Appendix N (Notice to Users). The Provider shall inform the Department of any material changes to the Notice to Users. A copy of this Notice shall be maintained in the Contract File.

A-7.2.2 The Department shall comply with all applicable FCRA requirements for users of consumer reports. The Department certifies that any consumer reports (including information from such reports) obtained from Provider pursuant to this Contract will be used solely for purposes of determining the report subject's eligibility for a government benefit for which the Department is required by law to consider the applicant's financial responsibility or status and will be used for no other purpose.

A-7.2.3 Cooperation. The parties shall cooperate with the other to enable each party to meet its respective obligations under any applicable requirements of the FCRA.

A-7.3 Most Favored State Status. In the event that the Provider offers any other state more favorable contractual terms than those provided directly to the Department in this Contract for services or products which are comparable or similar to those within the scope of this Contract, then the Provider agrees to make terms no less favorable available to the Department; provided that the Department's volumes are not substantially lower and its system requirements are not substantially different than those of the other state. Department acceptance of such terms, or other terms as mutually agreed, will be reflected in an amendment to this Contract.

**A-8. FEDERAL FUNDS APPLICABILITY**

There are no additional provisions to this Section of the Standard Contract.

**A-9. CLIENT SERVICES APPLICABILITY**

There are no additional provisions to this Section of the Standard Contract.

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## EXHIBIT B - SCOPE OF WORK

### B-1. SCOPE OF SERVICE

This Contract, pursuant to the authority under Subsection 20.19(1)(c), F.S, is purchasing for the term of the Contract, the operation of an electronic solution for the verification and detection of assets held by Financial Institutions (FIs). The use of the data from FIs is to verify the assets of aged, blind or disabled Medicaid applicants and recipients.

### B-2. MAJOR CONTRACT GOALS

The major goal of this Contract is to implement and maintain an electronic solution that meets Federal requirements for asset verification. The AVS will enable the Department to more accurately determine Medicaid eligibility by detecting personal financial assets that individuals and families can use to pay for medical care in lieu of State and Federal Medicaid funding. The program and its minimum requirements are specified by Title VII, section 7001(d) of Public Law 110-252 (Supplemental Appropriation Act of 2008) which added section 1940 to the Social Security Act that is required to be consistent with the approach of the Commissioner of Social Security under Social Security Act 42 U.S.C. §1383 and Section 1917(c)(1)(B)(i) of the Social Security Act.

### B-3. SERVICE AREA/LOCATIONS/TIMES

**B-3.1 Service Area.** Services shall be delivered statewide.

**B-3.2 Service Location.** The Provider's administrative offices shall be located at the address specified in Section 1.2 of this Contract.

**B-3.3 Service Times.** The services shall be delivered 24 hours per day, seven days per week. **OR** The system shall be available and operational during the following days and times:

DAY	EASTERN TIME (E.T.)
Monday-Friday	6:00 A.M. – 11:59 P.M.
Saturday	6:00 A.M. – 10:00 P.M.
Sunday	8:00 A.M. – 8:00 P.M.

The Provider's administrative offices shall be open from 9:30 A.M. to 6:00 P.M. E.T., Monday through Friday, with the exception of State of Florida approved holidays.

**B-3.4 Changes in Location.** The Provider shall notify the Contract Manager, in writing, thirty (30) calendar days in advance of any changes in the street or mailing address, telephone number, electronic mail address, or facsimile number that affects the Department's ability to contact the Providers.

### B-4. CLIENTS TO BE SERVED

This is a non-client services Contract.

### B-5. CLIENT ELIGIBILITY

This is a non-client services Contract.

### B-6. CLIENT DETERMINATION

This is a non-client services Contract.

### B-7. EQUIPMENT

The Provider shall furnish sufficient equipment, property and information technology resources to deliver the described services.

### B-8. CONTRACT LIMITS

The Provider will only be compensated for work performed as specified in this Contract. Work performed without specific direction from the Department shall be deemed by the Department to be gratuitous and not subject to charge by the Provider or compensation by the Department.

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## EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

### **C-1. SERVICE TASKS**

The Provider shall perform the following AVS tasks and document completion of described by completing and delivering all reports as specified in Section C-2.5.

**C-1.1** The Provider shall operate maintain and provide an AVS that shall:

**C-1.1.1** At minimum, comply with the requirements specified by Title VII, section 7001(d) of Public Law 110-252 (Supplemental Appropriation Act of 2008) which added section 1940 to the Social Security Act that is required to be consistent with the approach of the Commissioner of Social Security under Soc. Sec. Act 42 U.S.C. §1383 and Section 1917(c)(1)(B)(i) of the Social Security Act.

**C-1.1.2** Include an electronic solution from the asset verification system to the FI with the capability to provide both electronic submission of requests to FIs and electronic receipt of responses from FIs. The service shall not be based on mailing or faxing paper-based requests but shall permit them.

**C-1.1.3** Include the ability to detect individuals' accounts, using their SSN and other limited non-HIPAA demographic information, for which the asset information needs to be verified.

**C-1.1.4** Include the ability to detect open and closed checking, savings, investment accounts, Individual Retirement Accounts (IRAs), treasury notes, certificates of deposit, annuities and any other assets that may be held or managed by any FI and report account history information up to sixty months when available.

**C-1.1.5** Provide electronic responses to the Department that shall include but not be limited to:

- Request identification information;
- Financial institution number;
- Financial institution name and mailing address;
- Account number and type;
- Names on the account as provided by the FI;
- Account balance(s) as of the first minute of the first day of the month;
- Account history up to sixty months when available; and
- Documentation that the search was conducted even if no assets were found.

**C-1.1.6** Include the ability to support a Secure Socket Layer (SSL) enabled web service-based interface that may be invoked by the Department's systems using Simple Object Access Protocol.

**C-1.1.7** Include the ability to support of a secure File Transfer Protocol (SFTP) based file exchange interface.

**C-1.1.8** Respond to Department requests through files that contain asset verification data for multiple individuals.

**C-1.1.9** Retain the data after a transaction or request is closed for queries, reporting and investigative purposes

**C-1.1.10** The Provider shall utilize a FI network that shall include:

**C-1.1.11** Geographic diversity nationwide with accounts in and outside of Florida

**C-1.1.12** An effective and successful process for recruiting FIs and expanding the number of FIs in the network;

**C-1.1.13** An effective and successful process for increasing the number of FI's participating in account detection services portion of the AVS; and

**C-1.1.14** An effective process for maintaining FIs in the network. Provider shall maintain, at a minimum, the FI network levels and types listed in its response to the RFP over the life of the resulting Contract.;

**C-1.1.15** For reporting purposes, the FIs shall be grouped in the following manner:

- Group A – FIs with participating in account detection services in Florida;
- Group B - Multi-state branches and shall list all states reporting per FI's participating in the FI network

**C-1.2** The Provider shall complete the following production tasks:

**C-1.2.1** Provide an operational AVS as described in Section C.1.2 and C.1.3.

**C-1.2.2** Inform the Department of downtime in writing within 2 calendar days of the downtime occurring.

**C-1.2.3** Scheduled maintenance that results in a service outage shall be reported in writing at least 10 business days in advance of the scheduled maintenance.

**C-1.2.4** Maintain customer service representation for use by the Department and FIs that provides technical assistance and system problem reporting that shall include, but is not limited to:

- A toll-free telephone number and electronic mail address;
- Accept reports of system outages;
- Technical troubleshooting or operational issues;
- Special maintenance functions assistance;
- Assistance with security issues;
- Available and operational Monday through Friday (excluding State of Florida approved holidays), 7:00 A.M. to 6:00 P.M. E.T.
- Implement a web service interface with the Department.

**C-1.2.5** Collect data and submit performance measure results as specified in Section C-2.5 and Exhibit D, Deliverables.

## **C-2. ADMINISTRATIVE TASKS**

### **C-2.1. Staffing**

#### **C-2.1.1 Staffing Levels**

C-2.1.1.1 Provider Representative Position: The Provider shall have a representative, identified in Section 1.2, assigned to administer all aspects of the Contract and sole point of contact to the Contract Manager.

C-2.1.1.2 The Provider shall maintain sufficient staff to consistently and reliably deliver the required services.

#### **C-2.1.2 Staffing Changes**

C-2.1.2.1 Upon vacancy in any of the full-time equivalent staff positions, the Provider shall notify the Contract Manager, in writing, within five (5) calendar days of the vacancy.

C-2.1.2.2 Any change or vacancy in the Provider Representative identified in Section 1.2 shall be notified within 24 hours of the change or vacancy, in writing, to the Contract Manager.

#### **C-2.2. Professional Qualifications**

The minimum qualifications of staff described in Exhibit C-2.1.1, Staffing Levels are established in the Provider's position description narratives dated as received April 2, 2012, which are hereby incorporated by reference, and maintained in the Department's Contract file. The Provider is required to employ staff meeting the described position description requirements to perform the tasks set out herein.

### **C-2.3. Subcontracting**

**C-2.3.1** This contract allows the Provider to subcontract only for the provision of the following services under this Contract: account detection database services. All subcontracting is subject to the provisions of Section 4.2 of the Contract. The Provider shall not subcontract services not listed or pre-approved by the Department.

**C-2.3.2** Written requests by the Provider to subcontract for the provision of services under this Contract, for any subcontractor or sub-consultant not identified by the Contract execution date shall be routed through the Contract Manager for Department approval. The request to subcontract shall be reviewed and if approved, approval shall be in writing by the Contract Manager prior to procurement of the subcontract. The Provider shall provide a copy of the proposed and/or executed subcontract to the Contract Manager when requested.

**C-2.3.3** The Department's agreement to allow these services to be subcontracted does not in any way alter the Provider's responsibility to the Department for all work performed under this Contract.

### **C-2.4. Records and Documentation**

The Provider shall maintain the following records and documentation:

**C-2.4.1** All source documents or supporting documentation used to determine compliance with performance measures and deliverables.

**C-2.4.2** Copies of time documentation for each staff member performing direct services under this Contract who is paid in whole or in part with these Contract funds to support staff effort.

**C-2.5. Reports (programmatic and to support payment)**

The Provider shall submit the following deliverables to the Contract Manager to document the completion of tasks as specified in the units of service Exhibit F, Method of Payment, that shall be received by the Contract Manager prior to the Request for Payment and approved by the Contract Manager prior to authorizing payment. If the due date for a report falls on a State of Florida approved holiday or weekend, the report shall be due the next business day.

#	Title	Due Date	# Copies	Contents
<b>Production Deliverables</b>				
1.	Financial Institution Network Report	15 <sup>th</sup> of every month for the previous calendar month	1 electronic	Status of Financial Institution Network including the percentage of Financial Institution Branches participating in Florida's AVS as specified in Section C-1.1.12, Task List and in account detection services.
2.	Monthly Financial Institution Network File	15 <sup>th</sup> of every month for the previous calendar month	1 electronic	Current routing numbers to search for Financial Institutions and central processing identification numbers to select Financial Institutions.
3	Monthly AVS Performance Report	15 <sup>th</sup> of every month for the previous calendar month	1 electronic	Submission of weekly performance including: <ul style="list-style-type: none"> <li>• Reporting period (Sunday – Saturday)</li> <li>• Total Requests</li> <li>• Total Responses</li> <li>• Percent of responses within 2 business days of the request</li> <li>• Percent of responses within 15 calendar days of the request</li> <li>• Percent of responses within 30 calendar days of the request</li> <li>• Percent of responses over 30 calendar days of the request</li> <li>• Mean average days to respond</li> <li>• Median average days to respond</li> </ul>
4.	Monthly Management Information Report	15 <sup>th</sup> of every month for the previous calendar month	1 electronic	The report should include the following: <ul style="list-style-type: none"> <li>• High Balance Report</li> <li>• AVS Availability</li> <li>• Customer Service Representation/Support Metrics for Department and FIs</li> <li>• Data Quality Monitoring</li> </ul>
5.	Monthly Transaction Count Report	15 <sup>th</sup> of every month for the previous calendar month	1 electronic	The total FI responses indicating: <ul style="list-style-type: none"> <li>• The total number of transactions per FI group</li> <li>• Total number of responses with an account balance</li> <li>• Total number of responses with no accounts found</li> <li>• Total number of responses with will not respond</li> <li>• Overall total number of transactions</li> </ul>
6.	Monthly Production Performance Measure Compliance Report	15 <sup>th</sup> of every month for the previous calendar month	1 electronic	Exhibit E, Section E-4, Monthly Production Performance Measure Compliance Report

**C-2.6 Coordination with Other Providers, Entities, Subcontractors.**

The failure of other providers, entities or subcontractors does not relieve the Provider of any accountability for tasks, activities, deliverables, or services that the Provider is obligated to perform pursuant to this Contract.

**C-2.7 STANDARD CONTRACT REQUIREMENTS** Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.

## EXHIBIT D – DELIVERABLES

### **D-1. Deliverables**

The unit of service is described in Exhibit F, Method of Payment. Each unit of service shall be delivered in accordance with the terms and conditions of this Contract and performed in a manner acceptable to the Department.

### **D-2. Performance Requirements**

The Provider shall demonstrate satisfactory delivery of service in accordance with Exhibit C, Service Tasks, through submission of the Reports specified in Exhibit C, Section C-2.5, Reports.

### **D-3. Minimum Performance Levels**

See Exhibit E – Minimum Performance Measures.

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**EXHIBIT E – MINIMUM PERFORMANCE MEASURES**

**E-1. MINIMUM PERFORMANCE MEASURES**

See Section E-4, Monthly Production Performance Measure Compliance, for the description of performance measures.

**E-2. Performance Evaluation Methodology**

See Performance Evaluation Methodology in Section E-4, Monthly Production Performance Measure Compliance Report for the mathematical formulas used to evaluate performance.

**E-3. Collection Methodology**

See Exhibit E, Section E-4, Monthly Production Performance Measure Compliance Report.

**E-4. Monthly Production Performance Measure Compliance Report**

The Provider will use the Monthly Production Performance Measure Compliance Report, below, for performance reporting.

**Monthly Production Performance Measure Compliance Report for Month/Year:** \_\_\_\_\_

#	Production Performance Measures	Performance Evaluation Methodology	Collection Methodology	Performance Measure Results	Liquidated Damage for Failure to Meet % Compliance
1	<p><u>Response Metrics</u> Complete transaction responses shall be received for all requests transmitted to the Provider.</p>	<p>The number of transaction responses received divided by the total number of transactions responses requested.</p>	<p>AVS Performance Report</p>		<p>In the event the number of responses does not equal the number of requests, the Department shall be entitled to deduct 5% off the total Request for Payment for the corresponding month's invoice amount.</p>
2	<p><u>Response Time Metrics</u> The Provider's response to the requests for asset verification shall be received by the Department as follows:</p> <ul style="list-style-type: none"> <li>• The percentage for responses within two (2) business days of the request date must be 20% or greater</li> <li>• The percent of responses within 15 calendar days of the request date must be 75% or greater</li> <li>• The percentage of responses over 30 calendar days from the request date must be less than 5%</li> </ul>	<p>Calculations are reported per calendar month.</p> <p>Percentage = The number of responses received in each defined time period divided by the total number of responses received for such time period.</p>	<p>AVS Performance Report</p>		<p>In the event the response times do not meet the thresholds, the Department shall be entitled to deduct 5% off the total Request for Payment for the corresponding month's invoice.</p>

#	Production Performance Measures	Performance Evaluation Methodology	Collection Methodology	Performance Measure Results	Liquidated Damage for Failure to Meet % Compliance
3	<p><u>Calls - Department and FI Customer Service</u> 95% of all calls from the Department or FIs to the helpdesk shall have a Provider response within 12 workday hours of the original call, measured per calendar month.</p> <p>Each workday shall be calculated as 8 hours. Depending upon the time of the call, workday hours may fall on the next scheduled workday (which shall not include weekends or State approved holidays). For example, a call which comes in at 4 pm on Friday, May 24, 2013 may be answered in the morning on Wednesday May 29, 2013 to be considered a timely response.</p>	Total number of calls responded to within 12 workday hours by the helpdesk divided by the total number of calls to the helpdesk per calendar month.	Monthly Management Information Report		If the Provider fails to respond to greater than 5% of all calls to the customer service representatives, the Department shall be entitled to deduct \$5,000 from the Request for Payment for the corresponding month's invoice.
4	<p><u>Emails - Department and FI Customer Service</u> 95% of all emails from the Department or FIs to the helpdesk shall have a Provider response within 12 workday hours of the original email, measured per calendar month.</p>	Total number of emails responded to within 12 workday hours by the helpdesk divided by the total number of emails to the helpdesk per calendar month.	Monthly Management Information Report		If the Provider fails to respond to greater than 5% of all emails to the customer service representatives, the Department shall be entitled to deduct \$5,000 from the Request for Payment for the corresponding month's invoice.
5	<p><u>AVS Availability</u> The AVS shall be available 98% of the calendar month during the scheduled operational hours (excluding scheduled maintenance).</p>	Total AVS time available divided by the scheduled availability per calendar month.	Monthly Management Information Report		In the event the Provider's AVS is available less than 98% of the scheduled operational hours, the Department shall be entitled to deduct \$5,000 per full percentage point below such thresholds from the Request for Payment for the corresponding month's invoice.
6	<p><u>Financial Institute Network</u> The Provider shall have 90% of all branches in Groups A and participating account detection services portion of Florida's AVS.</p>	Total number of branches in Groups A participating in Florida's AVS divided by total number of branches in Groups A, calculated per calendar month.	Financial Institution Network Report		In the event the Provider does not meet the participation levels categories the Department shall be entitled to deduct 5% off the total Request for Payment for the corresponding month's invoice.
7	<p><u>Account Detection Services</u> The Provider shall have 85% of all branches in Group B, participating the account detection services portion of the Florida AVS.</p>	Number of branches in Group A, participating the account detection services for Florida AVS divided by the total number of branches included in the account detection database in Group A calculated per calendar month.	Financial Institution Network Report		In the event the Provider does not meet the Participation levels the Department shall be entitled to deduct 5% off the total Request for Payment for the corresponding month's invoice.

Authorized Signature

Date

CF Standard Contract 2019

Part 2 of 2

Contract No.

**EXHIBIT F - METHOD OF PAYMENT**

**F-1.** This is a fixed price (unit cost) contract. The Department will pay the Provider for the delivery of service units provided in accordance with the terms and conditions of this contract for dollar amount not to exceed \$2,094,900.00 per SFY, for a total contract amount, including Renewal years, not to exceed \$12,569,400.00, subject to the availability of funds as outlined below:

**F-2.** This Contract is funded by Appropriation Line Item 384.

**F-3.** The Department will pay for the service units at the unit prices and limits listed below:

#	Service Unit	Tier by Transaction Volume	Unit Price by Tier
1.	Completion of each transaction as documented through completion and delivery of the Monthly Transaction Count Report	Tier TBD: Monthly transactions are at or over TBD:  Tier TBD: Monthly transactions are between TBD and TBD transactions:  Tier TBD: Monthly transactions are less than TBD	\$TBD  \$TBD  \$TBD
<b>Total State Fiscal Year 2021-2022:</b>		<b>\$ TBD</b>	

**F-4. Invoice Requirements**

**F-4.1.** The Provider shall request payment for transaction services units on a monthly basis within 15 calendar days following the end of the month for which payment is being requested.

**F-4.2.** Payments may be authorized only for service units on the invoice, which are in accord with the above list, and other terms and conditions of this Contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this Contract.

**F-4.3.** The monthly transaction volume shall determine the tier and service unit rate that shall be applied to each transaction processed for the purpose of creating each month's invoice.

**F-5.** Service Delivery Documentation Requirements: The Provider shall maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained.

**F-6.** Restriction of Expenditures: Items expressly prohibited from purchase with these Contract funds include but are not limited to items such as: flowers, awards or plaques, meals (excluding meals associated with travel per Chapter 112, F.S.) including bottled water, snacks, refreshments, entertainment, and promotional items that do not have a specific statutory authority including but not limited to ribbons and wrist bands.

**F-7.** Expenditures shall meet the minimum requirements established by the Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing, Reference Guide for State Expenditures, which is available at the Department of Financial Services web site.

**F-8.** **REFER TO EXHIBIT E-4 AND EXHIBIT F1**

## EXHIBIT F1 –ADDITIONAL FINANCIAL CONSEQUENCES

The following financial consequences apply in addition to the Financial Consequences provided in Section 6.1 of this Contract

### **F1-1. Liquidated Damages**

In addition to the penalties set out in Rule 65-29.001, F.A.C., the Department may assess liquidated damages of \$444.00 per day for each day as follows for failure of the Provider to comply with each of the following contract requirements:

#### **F1-1.1. Submission of an invoice, supporting documentation, or report**

In the event the submission of an invoice or supporting documentation fails to meet the deadlines specified in Exhibit F, Method of Payment or the submission of a report fails to meet the deadline as specified in Exhibit C, Section C-2.5, Reports, Liquidated damages shall be assessed from the required due date to the date of receipt by the Department. The Department's Contract Manager will apply the total of the assessed liquidated damages against the most current pending invoice submitted by the Provider. Written notification will not be required prior to the assessment of liquidated damages.

In the event that an extenuating circumstance beyond the control of the Provider affects the timely submission of an invoice, supporting documentation, or report, the Provider may request an extension of that specific due date as follows:

**F1-1.1.1.** Extenuating circumstances will not be considered for the late submission of the final invoice as described in this Contract, Section 3.2.2.

**F1-1.1.2.** The Provider's representative possessing Contract signature authority shall attest to and document the extenuating circumstance to the Contract Manager by the specified due date of the invoice, supporting documentation, or report on Provider letterhead.

**F1-1.1.3.** This written request shall detail the steps that the Provider has put into place to submit the required invoice, supporting documentation, or report timely and provide a specific proposed due date for submission of the late invoice, supporting documentation, or report.

**F1-1.1.4.** This individual shall also detail the steps to avoid a future recurrence of such extenuating circumstance.

**F1-1.1.5.** Submission of said attestation to the Contract Manager does not constitute acceptance of the attestation.

**F1-1.1.6.** It is specifically intended by the parties that acceptance, in writing by the Contract Manager, of the required attestation documenting the extenuating circumstance beyond the control of the Provider shall constitute a separate act and shall occur, if at all, within seven (7) calendar days following receipt of the attestation.

**F1-1.1.7.** Barring Department acceptance of extenuating circumstances beyond the control of the Provider, the Department's Contract Manager may assess liquidated damages against the Provider for each occurrence of the late submission of an invoice, supporting documentation, or report.

#### **F1-1.2. Submission of an unacceptable invoice, supporting documentation, or report**

In the event the Provider submits an unacceptable invoice, supporting documentation, or report Liquidated damages will be assessed from the Provider's date of receipt of the written notification from the Contract Manager of an unacceptable invoice, supporting documentation, or report to the date of receipt of an acceptable invoice, supporting documentation, or report. An unacceptable invoice or supporting documentation contains inaccurate or incomplete information or supporting documentation as specified in Exhibit F, Method of Payment. An unacceptable report contains inaccurate or incomplete information or data and relates to any report the Provider is required to submit. The report may relate to tasks, activities, deliverables, data collection or analysis, or performance measures as specified in Exhibit C, Section C-2.5, Reports.

**ATTACHMENT 1**  
**CF 1120, Effective February 2017, (CF-1120-1516)**

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

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with Contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

**AUDITS**

**PART I: FEDERAL REQUIREMENTS**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its Contract Manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its Contract Manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

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

**PART II: STATE REQUIREMENTS**

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

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its Contract Manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its Contract Manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

### **PART III: REPORT SUBMISSION**

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract Manager for this Contract (1 copy)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)  
Office of the Inspector General  
Single Audit Unit  
Email address: [HQW.IG.Single.Audit@myflfamilies.com](mailto:HQW.IG.Single.Audit@myflfamilies.com)
- C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<https://harvester.census.gov/facweb/>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

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

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450  
Email address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

### **PART IV: RECORD RETENTION**

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

**ATTACHMENT 2**

**CF 1125, Effective July 2015, (CF-1125-1516)**

Contract No.

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
CONTRACTS/SUBCONTRACTS**

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

**INSTRUCTIONS**

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

**CERTIFICATION**

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

\_\_\_\_\_

Signature Date

\_\_\_\_\_

Name (type or print) Title

**ATTACHMENT 3**

**CF 1123, Effective July 2015, (CF-1123-1516)**

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, 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: \_\_\_\_\_

Application or Contract ID Number: \_\_\_\_\_

Name of Authorized Individual Application or Contractor: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

\_\_\_\_\_



**STATE OF FLORIDA**  
**DEPARTMENT OF CHILDREN AND FAMILIES**  
**OFFICE OF ECONOMIC SELF-SUFFICIENCY**



**REQUEST FOR PROPOSAL**  
**ASSET VERIFICATION SERVICES**  
**DCF RFP 2021-020**  
**PROGRAMMATIC EVALUATION MANUAL**

Evaluator Name: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Date of Response Evaluation: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_

Effective Date: July 31, 2020  
(PMT-22-2021)

## 1 GENERAL INSTRUCTIONS

- 1.1 Each programmatic evaluator will evaluate the programmatic response for all Vendor Proposals that pass the mandatory criteria. Each evaluation criterion must be scored. If an evaluator score sheet(s) is missing scores, it will be returned for completion. Scoring must reflect the evaluator’s independent evaluation of the Proposal to each evaluation criterion.
- 1.2 Each programmatic evaluator shall assign a score for each evaluation criterion based upon his/her assessment of the response. The assignment of an individual score must be based upon the following description of the point scores:

If, in your judgment the response ...	Category	...assign points within ...
Greatly exceeds specifications of the RFP; demonstrates superior understanding of the project, excellent and innovative programmatic capability, an outstanding approach, and clarity in presentation.	Exceptional	76-100% of the maximum points for the area.
Is above specifications of the RFP; Vendor(s) has a good approach demonstrates above-average understanding of the project, and above average programmatic capability.	Good	51-75% of the maximum points for the area.
Meets specifications of the RFP; demonstrates general understanding of the project, acceptable programmatic capability.	Adequate	26-50% of the maximum points for the area.
Is not included in the Proposal or below specifications of the RFP; demonstrates insufficient understanding of the project, demonstrates poor programmatic capability, or is not clearly presented.	Poor	0-25% of the maximum points for the area.

- 1.3 When completing score sheets programmatic evaluators should record references to the sections of the written response materials which most directly pertain to the criterion and upon which their scores were based. More than one section may be recorded. If the response does not address an evaluation criterion, evaluators should indicate “not addressed” and score it accordingly.
- 1.4 Each evaluator has been provided a copy of the RFP, including its appendices, any RFP addenda, and Vendor written inquiries and the written responses provided by the Department. Each evaluator will also be provided with a copy of each programmatic

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response which should be evaluated and scored according to the instructions provided in the solicitation and the evaluation manual.

- 1.5 Proposals shall be independently scored by each evaluator team. No collaboration is permitted during the scoring process. The same scoring principles must be applied to every response received, independent of other evaluators. Evaluators should work carefully to be as thorough as possible in order to ensure a fair and open competitive procurement. No attempt by Department personnel or others, including other evaluators, to influence an evaluator's scoring shall be tolerated.
- 1.6 If any attempt is made to influence an evaluator, the evaluator must immediately report the incident to the Procurement Officer. If such an attempt is made by the Procurement Officer, the evaluator must immediately report the incident to the Inspector General.
- 1.7 Only the rating sheets provided should be used. No additional notes or marks should appear elsewhere in the evaluation manual.
- 1.8 Evaluators may request assistance in understanding evaluation criteria and proposals only from the Procurement Officer and Subject Matter Experts via the Procurement Officer.
- 1.9 Questions related to the solicitation and the evaluations of the response should be directed only to:  
  
Tammy Davis, Procurement Officer  
Florida Department of Children and Families  
2415 N Monroe St, Ste 400  
Tallahassee, Florida 32399  
[Tammy.Davis1@myflfamilies.com](mailto:Tammy.Davis1@myflfamilies.com)
- 1.10 After each evaluator has completed the scoring of each programmatic response, the scores are then submitted to the Procurement Officer for compilation. The Procurement Officer will average the total programmatic point scores by each evaluator to calculate the points awarded for each section along with the financial scoring for each vendor. Financial scoring is conducted by a financial evaluator. The two scores are added together with the highest scorer being awarded.
- 1.11 Following completion of the independent evaluations of the proposals, the Procurement Officer will hold a meeting to validate evaluator scoring. The purpose of the meeting is to ensure that their individual evaluation scores were captured correctly when preparing the total scores.

## 2 PROGRAMMATIC CRITERIA

Evaluators shall assign scores to each of the Proposals received by the Department based on the following criteria

Criteria
1. The Vendor’s articulation of its solution and the ability of the solution to meet the requirements of this RFP and provide additional value.
2. The Vendor’s ability to provide an innovative solution. The Vendor’s company structure, subcontractors, and experience and capability to deliver its proposed solution/services including the Vendor performance providing services similar to the one specified in this RFP.
3. Vendor’s articulation and demonstration of the solution’s technical capability and functionality and how well the technical solution meets the needs, objectives and goals, the requirements of this RFP and provides additional value.
4. Vendor’s s company structure, subcontractors, experience and capability to deliver the proposed solution/services, meet the Department’s needs, and to provide additional value with a track record of successfully providing services similar to those specified in this RFP.

### 3 PROGRAMMATIC RESPONSE POINT VALUES

The maximum score for the Programmatic Response is 800 points.

Reference	Criteria Description	Total Possible Points	Points Awarded (Completed by Evaluators)
<b>Criterion 1.</b> The Vendor’s articulation of its solution and the ability of the solution to meet the requirements of this RFP and provides additional value. <b>(Possible Points 100)</b>			
	1.1. Understanding of the needs of the Department <ul style="list-style-type: none"> <li>Understanding of the business</li> <li>Department customers</li> <li>Department objectives and goals</li> <li>Requirements</li> </ul> (Poor – 12.50; Adequate –25; Good – 37.5; Exceptional – 50)	50	
	1.2. Overall Approach and Implementation Strategy <ul style="list-style-type: none"> <li>Financial Institution Network</li> <li>Available data sources</li> <li>System/Technical Requirements</li> </ul> (Poor – 6.25; Adequate –12.50; Good – 18.75; Exceptional –25)	25	

	<p>1.3. Transition and Project Management Approach</p> <ul style="list-style-type: none"> <li>• Transition Plan</li> <li>• Project Schedule</li> <li>• Project Phases – Define, Design, Develop, etc.</li> <li>• Deliverables – approach and examples</li> <li>• Communication</li> <li>• Risk mitigation and issue resolution</li> <li>• Change Management</li> </ul> <p>(Poor – 3.125; Adequate –6.25; Good – 9.375; Exceptional –12.50)</p>	12.5	
	<p>1.4. Approach to Operations, Maintenance and Recovery</p> <ul style="list-style-type: none"> <li>• Continuous operations</li> <li>• On-going maintenance</li> <li>• Issue resolution</li> <li>• System recovery plan</li> <li>• Disaster Plan</li> </ul> <p>(Poor – 3.125; Adequate – 6.25; Good – 9.375; Exceptional –12.50)</p>	12.5	
<b>Total:</b>		100	
<p><b>Notes/Rationale:</b></p>			

Reference	Criteria Description	Total Possible Points	Points Awarded (Completed by Evaluators)
<p><b>Criterion 2.</b> The Vendor’s ability to provide an innovative solution. The Vendor’s company structure, subcontractors, and experience and capability to deliver its proposed solution/services including the Vendor performance providing services similar to the one specified in this RFP. <b>(Possible Points 225)</b></p>			
	<p>2.1. Solution Overview</p> <ul style="list-style-type: none"> <li>• Solution impact on efficiency, quality and integrity of case processing</li> <li>• Automation of the solution as a whole</li> <li>• Flexibility of the solution and effort needed to change or add data services or data types/sources</li> </ul> <p>(Poor – 25; Adequate –50; Good – 75; Exceptional – 100)</p>	100	
	<p>2.2. Asset Verification</p> <ul style="list-style-type: none"> <li>• Federal requirements</li> <li>• Liquid assets solution</li> <li>• Data sources and Financial Institution network</li> </ul> <p>(Poor – 12.50; Adequate –25; Good – 37.50; Exceptional – 50)</p>	50	
	<p>2.3 Data Sources and Data Quality</p> <ul style="list-style-type: none"> <li>• Data sources and Volume, Scope Financial network</li> <li>• Data elements available</li> <li>• Up to date information</li> <li>• Accuracy and reliability of data</li> <li>• Quality control measures</li> </ul> <p>(Poor – 18.75; Adequate –37.50; Good – 56.25; Exceptional –75)</p>	75	
<b>Total:</b>		225	

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**Notes/Rationale:**

Reference	Criteria Description	Total Possible Points	Points Awarded (Completed by Evaluators)
<p><b>Criterion 3:</b> Vendor’s articulation and demonstration of the solution’s technical capability and functionality and how well the technical solution meets the needs, objectives and goals, the requirements of this RFP and provides additional value.</p> <p align="center"><b>(Possible Points 395)</b></p>			
	<p>3.1. Web Service(s) interface strategy</p> <p>(Poor – 1.25; Adequate –2.50; Good – 3.75; Exceptional – 5)</p>	5	
	<p>3.2. Alternative on-line access (portal)</p> <p>(Poor – 6.25; Adequate –12.50; Good – 18.75; Exceptional – 25)</p>	25	
	<p>3.3. Functionality</p> <ul style="list-style-type: none"> <li>• Real-time data capability and optimization of interface and portal</li> <li>• Transaction response time within interface and portal</li> <li>• Navigation and usability of the portal</li> </ul> <p>(Poor – 22.50; Adequate – 45; Good – 67.50; Exceptional – 90)</p>	90	
	<p>3.4. System Security</p> <ul style="list-style-type: none"> <li>• System Security - NIST, MARS-E, FISMA, FedRAMP</li> <li>• Confidentiality of Department data</li> </ul> <p>(Poor – 6.25; Adequate –12.50; Good – 18.75; Exceptional – 25)</p>	25	



	<p>3.5. Automation and Response Time</p> <ul style="list-style-type: none"> <li>• Acquisition of data</li> <li>• Automation of discovery - Receipt of queries, data matching and responding to queries</li> <li>• Response time</li> <li>• Aggregation and analysis of data</li> <li>• Automated use of information for decision making insights from solution data</li> </ul> <p>(Poor – 31.25; Adequate –62.50; Good – 93.75; Exceptional – 125)</p>	125	
	<p>3.6. Reports and Reporting</p> <ul style="list-style-type: none"> <li>• Reporting capabilities and information captured</li> <li>• Canned reports</li> <li>• Customizing reports and Ad Hoc reports</li> <li>• System auditing capability</li> </ul> <p>(Poor – 12.50; Adequate –25; Good – 37.50; Exceptional – 50)</p>	50	
	<p>3.7. System Availability and Reliability</p> <ul style="list-style-type: none"> <li>• System availability</li> <li>• Maintenance schedule</li> <li>• System back-up</li> <li>• System capacity</li> </ul> <p>(Poor – 18.75; Adequate –37.50; Good – 56.25; Exceptional –75)</p>	75	
<b>Total</b>	<b>395</b>		

**Notes/Rationale:**

Reference	Criteria Description	Total Possible Points	Points Awarded (To be Completed by Evaluators)
<p><b>Criterion 4.</b> Vendor's s company structure, subcontractors, experience and capability to deliver the proposed solution/ services, meet the Department's needs, and to provide additional value with a track record of successfully providing services similar to those specified in this RFP.</p> <p style="text-align: center;"><b>(Possible Points 80)</b></p>			
	4.1. Company profile and experience and Subcontractor profile(s) and experience  (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
	4.2. Evidence of past successes and ability to deliver  (Poor – 10; Adequate – 20; Good – 30; Exceptional – 40)	40	
	4.3. Skills and experience of proposed team  (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
<b>Total</b>		80	

**Notes/Rationale:**