

**STATE OF FLORIDA  
DEPARTMENT OF CHILDREN AND FAMILIES  
NORTHWEST REGION - CIRCUITS 2 & 14**



**INVITATION TO NEGOTIATE**

**Community-Based Care Lead Agency for Circuits 2 & 14**

**ITN#: DCF ITN 2021 008  
Release Date: FEBRUARY 18, 2021**

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## SECTION 1. INTRODUCTION

### 1.1 Introduction to the Procurement

The Department of Children and Families (Department), Northwest Region, Circuits 2 and 14 for Franklin, Gadsden, Jefferson, Leon, Liberty, Wakulla, Bay, Calhoun, Gulf, Holmes, Jackson, and Washington Counties is seeking Foster Care and Related Services. "Related Services" includes, but is not limited to, child abuse prevention and protection, adoptions, family preservation, independent living, emergency shelter, residential group care, therapeutic foster care, intensive residential treatment, foster care supervision, case management, coordination of mental health services, post-placement supervision, permanent foster care, and family reunification. This ITN will result in one or more contracts that will provide child protection and child welfare services to children in Franklin, Gadsden, Jefferson, Leon, Liberty, Wakulla, Bay, Calhoun, Gulf, Holmes, Jackson, and Washington Counties as outlined in section 409.986, Florida Statutes (F.S.). Any vendor interested in participating must comply with the terms of this ITN.

### 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 five years. Renewal, if any, shall comply with s. 287.057(13), F.S.

### 1.3 Contact Person and Procurement Officer

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

Jana Musgrove  
Procurement Officer

The only permitted means of contact:

By Mail:  
Sheila Reed  
C/O Jana Musgrove  
Florida Department of Children and Families  
1317 Winewood Blvd., Suite 202I  
Tallahassee, FL 32399

By Email:

[Jana.Musgrove@myflfamilies.com](mailto:Jana.Musgrove@myflfamilies.com)

### 1.4 Official Notices

All notices, decisions, intended decisions, addenda (including Notices of Intent to Award), and other matters relating to this ITN 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 ITN. Posting on the VBS is the only official notice for determinations of timeliness of protests (see Section 1.5).**

### 1.5 Protests

Any protest concerning this ITN 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. ITN PROCESS

### 2.1 General Overview of the Process

The ITN process is divided into two phases, the Evaluation Phase and the Negotiation Phase. The Evaluation Phase involves the Department’s initial evaluation of replies. During the Evaluation Phase, replies from responsible and responsive vendors are eligible for evaluation. The Department will then select one or more vendors within the competitive range to participate in negotiations.

During the Negotiation Phase, the Department may request revised replies, and best and final offers based on the negotiations. Following negotiations, the Department will post a notice of its intended decision. If a contract is awarded, the notice will identify the vendor(s) selected.

By submitting a reply, the vendor agrees to each of the certifications listed in this ITN, unless otherwise indicated.

The Department may request vendor presentations.

### 2.2 Limitations on Contacting Department Personnel and Others

Vendors to this ITN or persons acting on their behalf may not contact, between the release of the ITN and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state approved holidays, any employee or officer of the executive or legislative branch concerning any aspect of this ITN, except in writing to the Procurement Officer or as provided in the ITN documents. Violation of this provision may be grounds for rejecting a reply.

### 2.3 Limitations During Negotiations

During the Negotiation Phase of this ITN, communication between the members of the prospective vendor’s negotiations team and the Department’s negotiation team is permissible, but only during recorded negotiation sessions.

### 2.4 Timeline

Activity	Date	Time Eastern	Address	Section Reference
ITN advertised and released on VBS	February 18, 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>	1.4

Activity	Date	Time Eastern	Address	Section Reference
*Pre-solicitation Conference to be held	March 4, 2021	3:00 PM - 4:00 PM	Please join meeting from your computer, tablet or smartphone. <a href="https://global.gotomeeting.com/join/115552021">https://global.gotomeeting.com/join/115552021</a> You can also dial in using your phone. United States (Toll Free): <a href="tel:18668994679">1 866 899 4679</a> United States: <a href="tel:+15713173116">+1 (571) 317-3116</a> Access Code: 115-552-021 Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 115 552 021 Or dial directly: 115552021@67.217.95.2 or 67.217.95.2##115552021	2.6
Written questions must be received by	March 19, 2021	5:00 PM	See Section 1.3	2.7
Department's response to question	April 5, 2021	5:00 PM	VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>	2.7
Sealed reply must be received by the Department	May 3, 2021	5:00 PM	See Section 1.3	2.8.1
*Reply opening	May 4, 2021	3:00 PM - 4:00 PM	Please join meeting from your computer, tablet or smartphone. <a href="https://global.gotomeeting.com/join/199962661">https://global.gotomeeting.com/join/199962661</a> You can also dial in using your phone. United States (Toll Free): <a href="tel:18668994679">1 866 899 4679</a> United States: <a href="tel:+15713173116">+1 (571) 317-3116</a> Access Code: 199-962-661 Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 199 962 661 Or dial directly: 199962661@67.217.95.2 or 67.217.95.2##199962661	2.8.3

Activity	Date	Time Eastern	Address	Section Reference
* Validation of evaluators and ranking of the replies	June 7, 2021	3:00 PM - 4:00 PM	Please join meeting from your computer, tablet or smartphone. <a href="https://global.gotomeeting.com/join/895706365">https://global.gotomeeting.com/join/895706365</a> You can also dial in using your phone. United States (Toll Free): <a href="tel:18668994679">1 866 899 4679</a> United States: <a href="tel:+15713173116">+1 (571) 317-3116</a> Access Code: 895-706-365 Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 895 706 365 Or dial directly: 895706365@67.217.95.2 or 67.217.95.2##895706365	5.2.3
Anticipated Negotiation Phase	June 8, – October 26, 2021	-	N/A	5.3
*Meeting of Negotiation Team Develop Award Recommendation	October 27, 2021	3:00 PM - 4:00 PM	Please join meeting from your computer, tablet or smartphone. <a href="https://global.gotomeeting.com/join/216652933">https://global.gotomeeting.com/join/216652933</a> You can also dial in using your phone. United States (Toll Free): <a href="tel:18773092073">1 877 309 2073</a> United States: <a href="tel:+16467493129">+1 (646) 749-3129</a> Access Code: 216-652-933 Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 216 652 933 Or dial directly: 216652933@67.217.95.2 or 67.217.95.2##216652933	5.4.1
Anticipated posting of intended contract award	November 17, 2021	5:00 PM	DMS VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_wvw.main_menu">http://myflorida.com/apps/vbs/vbs_wvw.main_menu</a>	5.4.4
Anticipated effective date of contract	January 1, 2022	N/A	N/A	1.2

\*All meetings noted with an asterisk (\*) are public meetings.

## 2.5 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)

## **2.6 Pre-solicitation Conference**

The purpose of the Pre-solicitation Conference is to review administrative aspects for this ITN with interested vendors. The Pre-solicitation Conference for this ITN will be held at the date and time specified in **Section 2.4**.

## **2.7 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 2.4**.

## **2.8 Receipt of Replies**

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

The Vendor may submit an electronic version of the reply in response to this ITN (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 2.4. The Department can allow up to 100 MB for incoming attachments. The vendor e-mail system must also allow for a 100 MB attachment. Zipping attachments will reduce file sizes.

Vendors may submit replies, via US Mail, Fed-Ex, or other courier service; although, not a preferred method of response. If replies are submitted in electronic and hard copy form, the hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non-original hardcopy versions of the reply in the event of any discrepancy.

### **2.8.1 Reply Deadline**

Replies must be received by the Procurement Officer no later than the date and time provided in **Section 2.4**. Replies will be accepted as provided in **Section 2.8**. Vendors are exclusively responsible for timely delivery of replies to the Procurement Officer. At the sole discretion of the Department, any Replies that are not received by the specified date and time, may be not be evaluated. The transmittal to the Department's contact person remains the responsibility of the vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the vendor.

### **2.8.2 Reply Withdrawal and Amendment**

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

### **2.8.3 Binding Reply**

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

### **2.8.4 Cost of Preparation of Reply**



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

## **2.9 Form PUR 1001**

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

## **2.10 Department’s Discretion**

**2.10.1** The Department may:

- 2.10.1.1** Determine whether a vendor is responsible, as defined in section 287.012, F.S.;
- 2.10.1.2** Waive minor irregularities when doing so would be in the best interest of the State of Florida;
- 2.10.1.3** Withdraw the ITN or reject all replies at any time;
- 2.10.1.4** Select more than one vendor for the commodities and contractual services encompassed by this ITN;
- 2.10.1.5** Withdraw or amend its Notice of Award; and
- 2.10.1.6** Award contract(s) for a reduced scope of the commodities and contractual services encompassed by this ITN.

## **SECTION 3. SPECIFICATIONS**

The vendor must meet the requirements of **Section 4.2.3** and elsewhere in this procurement whether specifically listed here. A reply that fails to meet the Requirements may be deemed nonresponsive and not be evaluated.

### **3.1 Definitions**

The program or service specific terms and definitions that apply to the ITN can be found at:

<https://www.myflfamilies.com/service-programs/community-based-care/docs/12-13/CBC%20Definitions.PDF>

Additional definitions are available in **ATTACHMENT 6 and ATTACHMENT 7** of the Department’s Supplemental Contract.

### **3.2 Minimum Programmatic Specifications**

The selected vendor(s) shall perform the tasks outlined in the Florida Department of Children and Families Standard Contract herein after referred to as “Department’s Standard Contract” and Florida Department of Children and Families Supplemental Contract herein after referred to as “Department’s Supplemental Contract” (**APPENDIX VIII and APPENDIX IX**) in accordance with all terms therein.

### **3.3 Minimum Financial Specifications**

The selected vendor(s) shall be compensated in the manner set forth in **APPENDIX IX- DEPARTMENT’S SUPPLEMENTAL CONTRACT** in accordance with all terms therein.

### **3.3.1 Funding Sources**

The Community-Based Care Lead Agency for Circuits 2 and 14, Northwest Region, is funded by: State Funds and Federal Grants Funds. The Estimated Schedule of Funds identifies the estimated dollar amount of the total cost of the program to be funded by all governmental sources for the period of July 1, 2021 – June 30, 2022 (**APPENDIX IX-DEPARTMENT’S SUPPLEMENTAL CONTRACT, EXHIBIT F1 – SCHEDULE OF FUNDS**). The figures contained therein are a projection of funding to Circuits 2 and 14, Northwest Region, based upon the current fiscal year allocation and Lead Agency’s ability to earn federal funds through proper eligibility determination. All funding is subject to fiscal year appropriation(s) by the Legislature. See also **Section 4.3.2.4 Local Match**.

### **3.3.2 Allowable Costs**

The selected vendor must submit a completed Cost Allocation Plan developed in accordance with the appropriate part of Federal Regulations (2 Code of Federal Regulations [CFR] Part 225 for governmental agencies and 2 CFR 230, for nonprofit agencies, and 45 CFR Part 74 for commercial organizations) prior to the execution of the resulting contract. The Cost Allocation Plan must be approved, in writing, by the Department prior to the execution of the resulting contract. Refer to the **DEPARTMENT’S STANDARD CONTRACT AND SUPPLEMENT CONTRACT (APPENDIX VIII and APPENDIX IX)- EXHIBIT C and EXHIBIT F**.

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

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

### **3.3.4 Funding for Services Only**

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

## **3.4 Composition of the Contract**

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

### **3.4.1 Department’s Standard Contract and Supplemental Contract**

The Department’s Standard Contract contains general contract terms and conditions required by the Department for all vendors. In addition, the Department’s Supplemental Contract 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 ITN, the terms of this ITN 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 ITN shall also be part of the resulting contract.

### 3.4.4 Vendor Reply

The vendor’s reply 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 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
What is Community-Based Care	Department’s CBC Website	<a href="https://www.myflfamilies.com/service-programs/community-based-care/">https://www.myflfamilies.com/service-programs/community-based-care/</a>
Florida’s Center for Child Welfare	Information & Training Resources	<a href="http://centerforchildwelfare.fmhi.usf.edu/">http://centerforchildwelfare.fmhi.usf.edu/</a>
Federal and State Laws, Regulations and Department Operating Procedures	Authority and Requirements Reference Guide	<a href="https://myflfamilies.com/service-programs/community-based-care/docs/CBC%20Authority%20and%20Requirements%20Reference%20Guide.PDF">https://myflfamilies.com/service-programs/community-based-care/docs/CBC%20Authority%20and%20Requirements%20Reference%20Guide.PDF</a>
General Information for the Department of Children and Families	Florida Department of Children and Families Website	<a href="http://www.myflfamilies.com/">http://www.myflfamilies.com/</a>
General Documents Incorporated by Reference	DCF Child Welfare Information	<a href="https://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference.shtml">https://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference.shtml</a>
CBC Fiscal Attachments	DCF Child Welfare Information	<a href="https://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments.shtml">https://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments.shtml</a>
Vendor Bid System	Search Advertisements on the VBS	<a href="http://www.myflorida.com/apps/vbs/vbs_www.main_menu">http://www.myflorida.com/apps/vbs/vbs_www.main_menu</a>
General Documents Incorporated by Reference	The Community-Based Care Cost Allocation Plan Template (FY 2020-21)]	<a href="https://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments.shtml">https://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments.shtml</a>

## **SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITN**

### **4.1 How to Submit a Reply**

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

Vendors shall submit one original copy of its reply. The original reply submitted to the Department must contain an original signature of an official authorized to bind the vendor to the reply. To claim protection of trade secrets from public records requests pursuant to subsection 119.0701(2), F.S., one redacted copy of the reply, identical to the original copy except for redactions made in accordance with **Section 4.4.1.**, must also be submitted.

#### **4.1.2 Sealed Replies**

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

#### **4.1.3 Reply Format**

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

### **4.2 Contents of the Reply**

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

**4.2.1.1** Title of reply;

**4.2.1.2** ITN number;

**4.2.1.3** Vendor's name and federal tax identification number;

**4.2.1.4** Name, title, telephone number and address of person who can respond to inquiries regarding the reply; and

**4.2.1.5** Name of Program Coordinator (if known).

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

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

Specifications for this solicitation:

##### **4.2.3.1 Signature Authority**

Include a signed certificate (**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 reply, and its statements and certifications, is authorized to make such representations and to bind the vendor.

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

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**

Provide a brief executive overview demonstrating an understanding of the ITN, ITN purpose, and the needs specified in this ITN, as well as, a brief description of the vendor’s organization, ability to complete Scope of Work services, management of Performance Specifications, and means of completing Deliverables as defined in the **DEPARTMENT’S SUPPLEMENTAL CONTRACT- EXHIBIT D (APPENDIX IX)**.

##### **4.2.4.1 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 ITN 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 Federal Employer Identification Number (FEIN), or individual identification number if a FEIN is not required;
- 4.2.4.2.2** Proof of registration with MFMP;
- 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**

**4.2.5.1** 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 ITN. 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 ITN and the **DEPARTMENT'S STANDARD CONTRACT AND SUPPLEMENTAL CONTRACT (APPENDIX VIII and APPENDIX IX)**.

**4.2.5.2** The reply 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 AND SUPPLEMENTAL CONTRACT (APPENDIX VIII and APPENDIX IX)**. The reply should address all applicable personnel grievance and conflict resolution practices. The vendor should explain how it's 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.

**4.2.6 TAB 5: SERVICES APPROACH AND SOLUTION**

The vendor shall describe the approach to performing the tasks described in the **DEPARTMENT'S SUPPLEMENT CONTRACT- EXHIBIT C (APPENDIX IX)** and how it will meet all the Department's detailed requirements. Specifically, the vendor must explain in detail the activities, services, and programs related to:

- a. prevention services and family support services designed to keep children from entering foster care;
- b. safety management and family preservation services for children deemed at risk or high risk for maltreatment;
- c. a full continuum of out-of-home licensed placements to include Level I-V licensed foster placements, and child caring agencies.
- d. foster care supervision;
- e. case management;
- f. mental health services coordination;
- g. post-placement supervision;
- h. permanent guardianship and another planned permanent living arrangement;
- i. independent living and extended foster care;
- j. guardianship assistance; and
- k. reunification.

The vendor must describe in detail how these subcontracted vendors will also be capable of meeting the Department's detailed requirements and the requirements of section 409.988(1)(j), F.S. The vendor must outline how various services and subcontracts will be managed in Franklin, Gadsden, Jefferson, Leon, Liberty, Wakulla, Bay, Calhoun, Gulf, Holmes, Jackson, and Washington counties, and how subcontractors will be held accountable if performance standards are not met.

In order to facilitate the reply evaluation process, vendors should format this reply section in a way that is clearly delineated for each of these service areas as defined:

**A. Service Tasks:**

**1. Safety:**

**a. Prevention Services:**

- i. Provide details regarding the availability of prevention services and family support services for “Parent Needs Assistance” referrals.
- ii. Provide details regarding the availability of prevention services for candidates that are at “imminent risk of entering foster care.” These services must prioritize Well-Supported, Supported, or Promising practices as designated in the Administration of Children and Families Clearinghouse.
- iii. Description of available primary, secondary, and tertiary prevention services.

**b. Child Protection Tasks:**

- i. Provide details regarding the delivery of foster care and services based on a trauma-sensitive individualized case plan developed pursuant to state and federal safety measurement standards.
- ii. Information regarding capacity to ensure assignment of a Dependency Case Manager for services upon removal of any child as a result of an investigation, including procedures for timely and efficient transfer of the case to a Dependency Case Manager and all actions taken in relation to provisions being made available for each specific service identified in the plan are documented in FSFN.
- iii. Description of available resources for assistance in response to requests from the Department or Sheriff’s Office conducting child protective investigations related to its coordination of child safety issues with Agency Health Care for Administration, Department of Juvenile Justice and Agency for Persons with Disabilities.

**c. Safety Management and Family Preservation Services:**

- i. Outline formal family preservation and safety management services ensuring the capacity necessary to meet the needs of the service area, including adequate availability during investigations and ongoing case management.
- ii. Provide the internal methods to evaluate the quality and effectiveness of the formal safety management services delivered.
- iii. Procedures to ensure that safety plans are managed following case transfer.
- iv. Process to occur if the CPI identifies a need for a Present Danger Safety Plan that cannot be accommodated by informal supports.
- v. Plans for implementation and operationalization of the Child Welfare Practice Model (CFOP 170-1) when working with the Department.

**2. Permanency:**

**a. Adoption Services:**

- i. Details regarding the dedication of resources to the execution of, and work in conjunction with the Department on the implementation and ongoing management of local and state plans for the promotion of adoption, support of adoptive families, post adoption services and support, and prevention of abuse, abandonment, and neglect of children.
- ii. Outline available services designed to prepare children for adoption placement.
- iii. Process for recruitment of adoptive families for children with special needs, and families that reflect the racial and ethnic diversity of children waiting for adoptive homes.
- iv. Process for the input and maintenance of information on the adoption information section of FSFN to include children waiting for adoption and approved adoptive families. Process in place to ensure that Explore Adoption ([www.adoptflorida.org](http://www.adoptflorida.org)) is updated within 15 calendar days of a child becoming available for adoption.
- v. Information on available pre- and post-adoption support services to adoptive families, including services leading to, and after, finalization of the adoption.
- vi. List of available designated staff responsible for developing and providing post-adoption services for families and information about services available to families requesting post-adoption support services.

**b. Placement Services:**

- i. Providing of supervision and placement of children, 24 hours per day, seven days a week.
- ii. Procedures to ensure licensing of family foster homes.
- iii. Maintaining of licensure by the Department as a child-placing agency. Process for ensuring subcontractors are licensed as a child-placing agency.
- iv. Process for ensuring completion of the Child Health Check-Up.
- v. Process for ensuring that every reasonable effort is made to perform diligent searches and family finding services to secure, review, and approve all relative and nonrelative-placements under the Lead Agency's supervision as early as possible, including ensuring completion of a home study prior to placement of the child.
- vi. Details on how the vendor will ensure placement of any child in a residential care setting is based on an assessment, as outlined in s. 39.523, F.S., and rule 65C-29.004, F.A.C., of the child's needs and justification to support the decision to place a child in a residential care setting is documented in FSFN prior to or within 30 calendar days after the placement is made, including the process for assessment and placement in a Qualified Residential Treatment Program.
- vii. Details regarding a full continuum of out-of-home placements to include family and nonrelative placement, level I-V licensed foster homes, and child caring agencies.



- viii. Process for coordinating and collaborating with the Department's Interstate Compact on the Placement of Children office when working with children who are placed out of state or children who are being placed from another state.
- ix. Process for ensuring placement assessments, as outlined in s. 39.523, F.S., and rule 65C-29.004, F.A.C., are conducted on all children in out-of-home care.
- x. Process for ensuring collaboration the Indian Child Welfare Tribe and consulting with Children's Legal Services regarding issues related to compliance with the provisions of the Indian Children Welfare Act.
- xi. Process for ensuring ongoing and thorough diligent search efforts for unknown parents and parents whose whereabouts are unknown.

**c. Guardianship Assistance Program (GAP):**

- i. Procedures to ensure registration of information on the GAP Eligibility section of FSFN to include eligibility. Additionally, process to ensure vendor documents the completion GAP eligibility redetermination on annual basis and maintains any updates to the GAP page on a continual basis.
- ii. Details regarding designated staff responsible for developing and providing services through the GAP for families and ensuring communications are in place so that guardians and children know how to access these services.

**3. Well-Being:**

**a. Education:**

- i. Details regarding the dedication of resources for execution, lead, implementation, and ongoing management of local action plans for the early development and education of children in out-of-home care.
- ii. Outline factors considered and process for determining whether a child remaining in the school of origin is in the child's best interest.
- iii. Assurance of staff available to be a designated point of contact to collaborate with the local school district's point of contact to ensure school stability for children in out-of-home care.
- iv. Process to ensure collaboration is effective, with school districts and individual schools to minimize delay in enrollment, delay in records transfer, loss of credits, truancy, disciplinary actions, school dropout, etc.
- v. Details regarding how the vendor intends to minimize disruptions to secure attachments and stable relationships with supportive caregivers of children from birth to school age and to ensure that these attachments are not disrupted due to placement in out-of-home care or subsequent changes in out-of-home placement.
- vi. Steps taken to work toward readiness of children to learn when entering school.
- vii. Processes to promote, encourage and facilitate full participation, where possible in extracurricular activities if youth desires.
- viii. Process to ensure there is support for active student involvement in their

educational planning.

**b. Services for Transitioning Youth and Young Adults**

- i. Available resources for life skills assessments, daily living skills and other transitional type services, to include transition planning for youth receiving the Department's protective supervision.
- ii. Ability to provide or coordinate the provision of extended foster care, Postsecondary Education Services and Support, and Aftercare Services.
- iii. Plan describing the scope, approach and methods specific to serving youth and young adults in transition. The plan should include development of staff competency and development of supportive housing.

**c. Health Services:**

- i. Details on the oversight and coordination of health care services, including, but not limited to, medical, dental, psychiatric, behavioral, and emotional needs, for children in licensed and unlicensed out-of-home care. Verify designation of a Behavior Health Coordinator to be responsible for the oversight and coordination of health care services.
- ii. Process to determine suitability of dependent children for placement or maintenance in residential treatment for mental health conditions. Additionally, the process for ensuring Behavioral Health Coordinator in each vendor review and complete the current providers training.
- iii. Process to ensure Pre-Consent Reviews will be completed on all children 17 years of age and younger who are prescribed two or more psychotropic medications.

**4. Management:**

**a. Licensing Tasks:**

- i. Information regarding compliance with licensing requirements.
- ii. Process to review incident reports from the incident reporting system that do not meet the legal definition of abuse, neglect, or abandonment, but which reflect complaints about the conditions or circumstances within a foster home under the contract including assistance to the Department's regional licensing staff with the review of intakes with allegations against staff at group homes or foster parents who are under the contract and located within the service delivery area. Include response to the conclusions of any such reviews and identifying any corrective action needed.

**b. Quality Assurance (QA) and Continuous Quality Improvement (CQI):**

- i. Provide details of the comprehensive QA/CQI program to address oversight and accountability of the child welfare services continuum.

- ii. Process to aggregate and analyze results from quality assurance reviews conducted and incorporate the analysis and findings in the annual performance report and continuous quality improvement plan.

**c. Other Service System Tasks:**

- i. Process for investigations resulting from a regulatory complaint about a licensed home or facility serving clients of the Lead Agency or one of its subcontractors.
- ii. Process to ensure that appropriate Lead Agency staff and subcontractors are informed of the specific services or assistance available from community-based and faith-based organizations.
- iii. Local protocols for background screening of informal safety plan providers as a result of safety plan modifications after case transfer. Criminal history checks of informal safety plan providers are limited to state and local records which do not require fingerprints.
- iv. Details regarding translation services for families who Limited English Proficient or are Hearing Impaired.

**d. General:**

- i. Policies and procedures and monitor compliance to ensure that the provision of all services is fully documented in the child's master file in the Department's Comprehensive Child Welfare Information System currently known as the Florida Safe Families Network (FSFN).
- ii. Information regarding the ability to ensure transportation of children under the supervision of the Department in out of home care to meet each child's safety, well-being, court attendance, and permanency needs.
- iii. Steps taken to ensure services identified in **Exhibit B, Scope of Work**, are provided in a family-driven, trauma-informed, youth-guided, culturally and linguistically responsive, and integrated manner regardless of the county of origin.
- iv. Administration of the fee collection process for clients under its care in accordance with the laws, rules and regulations specifically addressing the responsibilities of representative payee for social security funds paid on behalf of any child served under this Contract. This includes establishing a depository bank account and becoming the representative payee of the clients.

Administration of the personal property and funds of clients.

**B. Administrative Tasks:**

**1. Staffing:**

**a. Staffing Requirements:**

- i. Details regarding the ability for vendor and its subcontractors to continuously endeavor to provide an adequate number of qualified and trained staff to provide the services stipulated in this Contract.

- ii. Vendor's plan to maximize employee retention and conduct an annual assessment on the effectiveness of such workforce retention efforts.
- iii. Process to ensure that vendor's pertinent staff, and any pertinent subcontractor staff and volunteers, meet the qualification, screening and training/certification requirements.

**b. Staffing Changes:**

- i. Provide current listing of staff and sub-contracted staff who are providing child welfare services and who are subject to Child Protection Certification requirements. Include names, position title, contact information, certification status and expiration date.

**(a) Staff Development and Training:**

- Information on how the vendor will ensure delivery of child welfare pre-service and any required in-service training to professional staff.

**(b) Subcontract (If Applicable):**

- Template subcontract agreements including a detailed scope of work; clear and specific deliverables; performance standards; financial consequences for failure to perform in accordance with this Contract; programmatic monitoring requirements; fiscal monitoring requirements; and detailed documentation requirements.
- Provide monitoring procedures for subcontracts.

**4.3 Content of the Financial Reply**

**4.3.1 Financial Reply Title Page**

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

**4.3.1.1** Title of reply;

**4.3.1.2** ITN number;

**4.3.1.3** Vendor's name and federal tax identification number:

**4.3.1.4** Name, title, telephone number, and address of person who can respond to inquiries regarding the reply; and

**4.3.1.5** Name of program coordinator.

**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 by submitting copies of their independent financial and compliance audit report or certified financial statements for the two most recent fiscal years. The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding re-issued audit components. If the vendor does not have audit reports for the two most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's

report shall be submitted. A recently created organization shall submit the requested financial reports from each of the founding collaborative partners.

The purpose of these criteria is to provide the Department with a basis for evaluating the vendor's financial capabilities for undertaking this project. Examples include:

- How well does the vendor demonstrate the financial stability required to fulfill the terms and conditions of the contract?
- Does the vendor have adequate financial resources for performance of the proposed projects, or have the ability to obtain necessary financial resources before beginning performance?
- What is the vendor's ratio of current assets to liabilities?
- Does the vendor possess adequate cash or operating capital to meet projected monthly operating expenses pending receipt of first, and subsequent contract payments?
- What is the vendor's net worth?
- Has the vendor satisfactorily completed all corrective actions related to finding in previous audits or areas brought to management's attention in management letters?
- Can the vendor conduct business with the Department without relying on advances, especially if the project is not a new one?
- Has the vendor experienced previous financial difficulties in performing contracts for the State?
- Does the reply provide two years of financial information including any of the applicable statements: (1) Statements of Financial Position; (2) Statements of Activities; (3) Dun and Bradstreet Comprehensive Report; (4) Statements of Cash Flow; (5) Statements of Changes in Financial Position; (6) Auditors' Reports; (7) Notes to Financial Statements; (8) Summaries of Significant Accounting Policies; (9) Federal Income Tax Return; and/or (10) Any other relevant statistical information.

#### **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 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**

To receive any Promoting Safe and Stable Families (PSSF) grant dollars, vendor is responsible for a minimum local community match equal to 25% of the funds

expended for this program. The Lead Agency shall identify how the local match requirement will be met. Allowable match can be in-kind or cash, but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation, family support services, time-limited family reunification, and adoption promotion and support services. The Lead Agency must document the receipt and expenditure of the required match during each state fiscal year. A monthly match report, which identifies the amount and type of match contributed and expended, must document the services the match supported.

For vendor receiving Access and Visitation Grant Funds, the vendor shall document the proper expenditures and required 10% local community match for the Access and Visitation Grant. A monthly match report, which identifies the amount and type of match contributed and expended, must document the services the match supported.

Match reports, which identify the amount and type of match contributed and expended, must document, what services the match supported. The reports are to be submitted as described in the **DEPARTMENT'S STANDARD CONTRACT AND SUPPLEMENTAL CONTRACT ATTACHMENT I, ATTACHMENT 5, and EXHIBIT F.**

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

The vendor must submit detailed budget information. A Line Item Budget (Project Budget Summary), a Budget Narrative, and a Cost Allocation Plan must all be submitted with the reply to the ITN. Each of these categories is described below. The actual budget documents can also be found at the end of this ITN in **APPENDIX V and VI**. Please contact the Procurement Officer listed in **Section 1.3** to request Word or Excel versions of any of the forms found in the Appendices.

**4.3.3.1 Line Item Budget:** This includes a line item budget (as detailed in the "Budget Summary and Detail Instructions" and the "Project Budget Summary"). These documents can be found in **APPENDIX V and APPENDIX VI**. This budget shows proposed total costs for the entire proposed contract period and renewal years with specific breakouts by contract year (June - July) within the entire proposed contract period, as well as the allowable renewal period. Any missing year budgets for the initial term will be assumed to be a duplicate of the earliest year submitted. The budget for each renewal year must be submitted or the resulting contract will not be eligible for renewal. In the Line Item Budget, the vendor must include only costs identified as allowable (Allowable Costs) in accordance with the appropriate federal regulations governing cost principles and audit requirements for federal awards. See C.F.R. Chapters 1 and 2, Part 200, 215, 225, and 230 as applicable. The Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, and A-122 were superseded, 78 FR 78590-01 (Dec. 2013). Also, Administrative Costs, including any indirect costs that are administrative in nature, must not exceed 10% of the total operating costs of the proposed program budget.

**4.3.3.2 Budget Narrative:** The vendor must submit a complete budget narrative to explain each budget item and include all of the information required. All amounts must

match those in the line item budget and shall be broken out by contract year as with the Line Item Budget. If the vendor has had previous contracts with the Department in the past, the vendor must also disclose any issues with unused funds in prior years and provide an explanation of how all funds awarded through this contract will be dedicated to services or returned to the Department. Any missing year narratives will be assumed to be a duplicate of the last year submitted. Also, in the budget narrative, describe in detail how the vendor arrived at its proposed indirect cost rate. Explain the methodology used to arrive at that rate. Justify the reasonableness of the vendor's proposed indirect cost rate.

**4.3.3.3 Cost Allocation Plan:** The Cost Allocation Plan (**APPENDIX VII**) must identify the distribution of costs between the proposed services and any other programs or funding sources the vendor has for each year of the proposed contract. It must also identify, by line item, any cost in the proposed budget which will be charged at less than 100% to the contract. The vendor's Cost Allocation Plan must include any indirect costs included in the Cost Reply, the indirect rate, and the allocation methodology used to determine the indirect rates.

The budget totals should be based on available funding projections, if any, and if different, the vendor should explain the differences.

#### **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 reply 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 Reply, ITN No. – Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hardcopy documents must explain why the information in the document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, 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 reply 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 reply 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 vendor 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 reply is determined, in writing, to be the best value 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 ITN. 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 Evaluation Criteria:**

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

Criteria
<ul style="list-style-type: none"> <li>The vendor’s articulation of their solution approach and the ability of the solution to meet the requirements of services outlined in the <b>DEPARTMENT’S SUPPLEMENTAL CONTRACT- EXHIBIT C (APPENDIX IX)</b> and response requirements of <b>Tab 5: Services Approach and Solutions</b>, including the ability to provide any additional value.</li> </ul>
<ul style="list-style-type: none"> <li>Vendor’s organization, leadership credentials, ability to complete Scope of Work services, management of Performance Specifications, and means of completing Deliverables as defined in the <b>DEPARTMENT’S SUPPLEMENTAL CONTRACT (APPENDIX IX)</b>.</li> </ul>
<ul style="list-style-type: none"> <li>Vendor’s qualifications and credentials of their leadership team. This includes key leadership personnel’s work experience, education, and training as it relates to the requirements of this ITN. Vendor’s operational approach to the recruitment, training, supervision, and retention of qualified personnel. Vendor’s organization, subcontractors, and staffing levels ability to meet the performance standards. Credentials for human resources, quality assurance, financial, information technology, and other key professional level employees.</li> </ul>
<ul style="list-style-type: none"> <li>The vendor’s financial management approach, ability to meet local match requirements, proposed budget, and related financial information.</li> </ul>



The Department may consider any information that reflects upon a vendor’s capability to fully perform the contract requirements and demonstrates the level of integrity and reliability required to assure performance of the contract.

## 5.2 Evaluation Phase Methodology

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

### 5.2.1 Scoring

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

Criteria (4.2)	Relative Value	Possible Points
<ul style="list-style-type: none"> <li>• The vendor’s articulation of their solution approach and the ability of the solution to meet the requirements of services outlined in <b>DEPARTMENT’S SUPPLEMENTAL CONTRACT- EXHIBIT C (APPENDIX IX)</b> and response requirements of <b>Tab 5: Services Approach and Solutions</b>, including the ability to provide any additional value.                             <ul style="list-style-type: none"> <li>○ Services Approach and Solution</li> </ul> </li> </ul>	40%	400
<ul style="list-style-type: none"> <li>• Vendor’s organization, ability to complete Scope of Work services, management of Performance Specifications, and means of completing Deliverables as defined in the <b>DEPARTMENT’S SUPPLEMENTAL CONTRACT (APPENDIX IX)</b>.                             <ul style="list-style-type: none"> <li>○ Executive Overview</li> </ul> </li> </ul>	15%	150
<ul style="list-style-type: none"> <li>• The skills and experience of the vendor’s leadership team, staff, and resources the vendor will use in implementing its solution. leadership credentials                             <ul style="list-style-type: none"> <li>○ Core Team Qualifications</li> </ul> </li> </ul>	15%	150
<b>TOTAL</b>	70%	700

The Department’s Financial Evaluator(s) will independently evaluate each Financial Reply in accordance with the following criteria:

Criteria (4.3)	Relative Value	Possible Points
<ul style="list-style-type: none"> <li>• The Vendor’s financial management approach, including proposed service efficiencies and re-investment and ongoing approach to reduce administrative costs and expand services. Additionally, the vendor’s ability to meet local match requirements as outlined in <b>Section 4.3.2.4</b>.</li> </ul>	20%	200
<ul style="list-style-type: none"> <li>• The Vendor’s proposed budget.</li> </ul>	10%	100

Criteria (4.3)	Relative Value	Possible Points
<b>TOTAL</b>	30%	300

**5.2.2 Total Score of Replies:**

The Procurement Officer will average the total programmatic point scores by each person performing a programmatic evaluation, and the total financial point scores by each person performing a financial evaluation to calculate the points awarded for each section. The Procurement Officer will then add the programmatic reply points score to the financial reply point scores to obtain a total score. The Procurement Officer will use the total points to rank vendors.

For example:

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

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

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 ranking of vendor(s) recommended for negotiations.

**5.3 Negotiation Phase Methodology**

The Department may negotiate concurrently with any or all of the vendors it deems to be within the competitive range.

**5.3.1 Supplemental Replies**

The Department reserves the right to require vendors to submit a supplemental reply or other submission.

**5.3.2 Goal of Negotiations**

The negotiation process is intended to enable the Department to determine which vendor presents the best value, whether and with whom it will contract, and to establish the principal terms and conditions of such contract.

### **5.3.3 Other Department Rights During Negotiations**

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

- 5.3.3.1 Schedule additional negotiating sessions with any or all vendor(s);
- 5.3.3.2 Require any or all vendor(s) to provide additional or revised replies and detailed written replies addressing specified topics;
- 5.3.3.3 Require any or all vendor(s) to provide a written best and final offer;
- 5.3.3.4 Require any or all vendor(s) to address services, prices, or conditions offered by any other vendor;
- 5.3.3.5 Pursue a contract with one or more vendor(s) for the services encompassed by this ITN, any addenda thereto, and any request for additional or revised detailed written replies or request for best and final offers;
- 5.3.3.6 Pursue the division of contracts between vendor(s) by type of service or geographic area, or both;
- 5.3.3.7 Arrive at an agreement with any vendor, finalize principal contract terms with such vendor, and terminate negotiations with any or all other vendors, regardless of the status of or scheduled negotiations with such other vendor(s);
- 5.3.3.8 Discontinue further negotiations with any vendor;
- 5.3.3.9 Reopen negotiations with any vendor; and
- 5.3.3.10 Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this ITN.

### **5.3.4 Negotiation Meetings**

5.3.4.1 Negotiations and negotiation strategy meetings are temporarily exempt public meetings pursuant to section 286.0113(2), F.S.

5.3.4.2 The Department will record all meetings of the Department's negotiation team.

## **5.4 Notice of Intent to Award**

### **5.4.1 Negotiation Team Recommendation**

The Department's Negotiation Team will develop a recommendation as to the award that will provide the best value to the state based on the selection criteria set forth in **Section 5.1**. The Negotiation Team's recommendation will be forwarded to the Secretary, or his or her designee, for review and written approval.

### **5.4.2 Selection of Vendor(s)**

The Department will then decide to whom the contract should be awarded under this ITN.

### **5.4.3 Reserved Rights**

The Department reserves the right to:

- 5.4.3.1 Select one or more vendors for the services encompassed by this ITN, any addenda thereto and any request for additional or revised detailed written replies or request for best and final offers;
  - 5.4.3.2 Divide the work among vendors by type of service or geographic area, or both;
  - 5.4.3.3 Award contracts for less than the entire service area or less than all services encompassed by this ITN, or both;
  - 5.4.3.4. Cancel or withdraw the ITN; and
  - 5.4.3.5 Reject all replies with or without the intent to resolicit.
- 5.4.4 Selection of Vendor(s), Decision to Reject All, or Cancel**

The Department will make a determination to award to the vendor(s), reject all replies, 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).

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**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 ITN # _____, and, in so doing, to bind the named vendor to the statements made therein.</p>	
Dated:	
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 reply submitted in response to ITN # _____.</p>	
Dated:	
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 ITN # _____ (the ITN), the facts regarding the reply submitted by the vendor in response to the ITN 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>		
<p><b>Check the applicable box next to the title to each certification:</b></p>		
<b>True</b>	<b>False</b>	
		<b>a. Certification of Binding Reply and Acceptance of Terms of ITN 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>		
<p>Signature of Authorized Representative:</p>		<p>Date:</p>
<p><b>a. Certification of Binding Reply and Acceptance of Terms of ITN 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 reply submitted in response to the Department of Children and Families Invitation to Negotiate (the ITN) is binding on the vendor in accordance with the terms of the ITN. If awarded any contract as a result of the ITN, the vendor will comply with the specifications, terms, and conditions stated in the ITN 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), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent contract to support this project, participated in drafting of a ITN 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 ITN as principals are named therein, that the vendor's reply 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 reply to this ITN, 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, Florida Statutes</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 bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers," a vendor who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying vendors; however, a vendor waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal or reply.

**MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS**

As the Authorized Representative of the vendor, \_\_\_\_\_ (legal name of vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # \_\_\_\_\_ (the ITN), the facts regarding the reply submitted by the vendor in response to the ITN 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:
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**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, Florida Statutes.

**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, Florida Statutes.

**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, Florida Statutes.

**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, Florida Statutes.

**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, Florida Statutes, 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 ITN. The completed form shall be submitted in accordance with the instructions provided in **Section 2.7** of the ITN. This form may be expanded as needed to facilitate response to this requirement.

**Vendor Name:** [Enter Legal Name of vendor]

Question Number	ITN 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 ITN.

**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 ITN. 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 \$5,000 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->\$5,000.00)		\$ -
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

CBC Cost Allocation Plan Template:

<https://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments.shtml>

## APPENDIX VIII: DEPARTMENT'S STANDARD CONTRACT

See Attached.

**APPENDIX IX: DEPARTMENT'S SUPPLEMENTAL CONTRACT**

**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 Chapter (CFR) or Title 45 Part 75. The following introduces some of those requirements. This is merely an introduction and must not be relied upon; the applicable CFR Part and applicable federal grant contain the full statement of the actual requirements.

### Subpart B – General Provisions

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

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

<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 Framework issued by the Committee on Sponsoring Organizations (COSO) and the Standards



<p>for Internal Control in the Federal Government (Green Book) issued by the Comptroller General as best practice examples.</p> <p>3.4.2 Have internal controls and procedures in place to take prompt action when noncompliance issues are identified, including noncompliance related to audit findings.</p> <p>3.4.3 Take reasonable measures to safeguard protected, personally identifiable information (PII) and other sensitive information.</p>
<p>3.5 Payments</p> <p>3.5.1 Minimized the time between the transfer of funds from DCF and the disbursement. (Already required by state statutes and DCF's Standard Contract)</p> <p>3.5.2 Use funds from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned prior to requesting cash advance payments, if allowed.</p> <p>3.5.3 Established banking procedures so that you can account for the receipt, obligation, and expenditure of funds for specific federal awards.</p> <p>3.5.4 Preparation for any advance payments to be deposited in insured accounts when possible and in interest-bearing account unless certain criteria apply.</p>
<p>3.6 Cost Sharing or Matching Requirements (if required, does not apply to most DCF contracts)</p> <p>3.6.1 All required criteria are met if your organization has grants that contain cost sharing or matching requirements.</p> <p>3.6.2 Applying unrecovered indirect costs as cost sharing/matching requires prior approval from the federal awarding agency.</p> <p>3.6.3 If authorized by the federal awarding agency to allow for the donation of buildings or land for long-term use, has the value been calculated as the lesser of the two: value of remaining life or current market value at the time of donation.</p> <p>3.6.4 Volunteer services from a third party to meet cost/matching requirements must be integral and necessary part of the project/program and documented.</p>
<p>3.7 Use of Program Income</p> <p>3.7.1 Program Income must be deducted from the total allowable costs to determine the net allowable costs. Program income must be used for current costs unless the Federal awarding agency authorizes otherwise. Unanticipated program income must be used to reduce the federal award.</p> <p>3.7.2 For IHEs and nonprofit research institutions, program income may be added to the federal award with prior Federal approval.</p> <p>3.7.3 Program income may be used to meet cost sharing/matching requirements if applicable, with prior Federal approval.</p>
<p><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> <p>4.4.1 Maintain proper equipment procedures in place to meet the requirements for title, use, and disposition under federal grant guidance.</p> <p>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</p>

	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 contractors with the ability to perform contract terms successfully
5.2.5	Ensure all procurement transactions are conducted in a manner providing full and open competition
5.2.6	Do not include state or local geographical preferences (except where federal statutes mandate or encourage geographic preference)
5.2.7	Ensure all ITNs incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured
5.2.8	Require cost or price analysis, including independent estimates, for all purchases over \$150,000
5.2.9	Include affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible
5.3	Procurement policies must include guidelines for the following purchase thresholds, which must meet federal grant guidance requirements:
5.3.1	Micro-purchase (<\$10,000, no quotations, equitable distributions)
5.3.2	Small purchase (\$10,000-\$250,000, rate quotations, no cost or price analysis)
5.3.3	Sealed bids (\$250,000, formal advertising, price is a major factor).
5.3.4	Competitive proposal (> \$250,000, fixed price or cost reimbursement, request for proposal (RFP) with evaluation methods).
5.3.5	Noncompetitive proposal (ITN of a proposal from only one source, unique product/service)
5.4	Time and material type contracts are used only after a determination that no other contract is suitable, and the contract must include a ceiling price that the contractor exceeds at its own risk.
5.5	All prequalified lists of persons, vendors, or products must include enough qualified sources to ensure maximum free and open competition, and there must be a process to ensure this list is kept up to date.
5.6	Procurement processes include keeping records that detail history of ALL procurements and at the minimum include the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract.

5.7	Procurement policies for construction or facility improvement contracts, or subcontracts exceeding \$250,000, include a bid guarantee equivalent to 5% of the bid price from each bidder (such as bid bond or certified check), a performance bond on the part of the contractor for 100 percent of the contract price, and a payment bond on the part of the contractor for 100 percent of the contract price.
<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 DCF can meet its obligations as a recipient of federal awards, which should be no more often than quarterly except in unusual circumstances.
6.2	Annually submit a report on the status of real property if the federal government retains an interest. (Note: If federal interest is for 15 years or longer, reporting may be required at various multi-year frequencies as well.)
<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 contractor relationship.
7.2	Subawards made to subrecipients must include the following pieces of information:
7.2.1	Federal Award Identification (There are 13 required data elements in this item).
7.2.2	All requirements imposed by your organization on the subrecipient so that the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award.
7.2.3	Any additional requirements that your organization imposes on the subrecipient in order for your organization to meet its own responsibility to the federal awarding agency or DCF, including identification of any required financial and performance reports.
7.2.4	An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between your organization and the subrecipient (in compliance with federal guidance), or a de minimis (10 percent) indirect cost rate.
7.2.5	A requirement that the subrecipient permit your organization and auditors to have access to the subrecipient's records and financial statements as necessary.
7.2.6	Appropriate terms and conditions concerning closeout of the subaward.
7.3	Evaluate the subrecipient for risk of noncompliance with federal regulations and terms of subaward to determine appropriate monitoring for each subrecipient.
7.4	Monitor the activities of the subrecipient as necessary to ensure the subaward is used for authorized purposes and in accordance with statutes, regulations and terms and conditions. Monitoring must include:
7.4.1	Reviewing financial and programmatic reports
7.4.2	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means
7.4.3	Issuing a management decision for audit findings pertaining to the federal award
7.5	Verify that every subrecipient is audited as required under federal grant guidance.
7.6	Review results of subrecipient's audits, on-site reviews, or other monitoring to detect conditions that necessitate adjustments to your organization's own records.
7.7	Take enforcement action against noncompliant subrecipients when appropriate.
7.8	In order to issue subawards based on fixed amounts up to the Simplified Acquisition Threshold (currently at \$250,000), prior written approval from the federal awarding agency must be obtained.
<b>8. 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.)

**9. Closeout (2 CFR 200.343; 45 CFR 75.381)**

9.1 Develop procedures to meet the following requirements for closing out grants at the end of the period of performance:

- 9.1.1 Must submit no later than 90 calendar days after the end of period of performance all financial, performance, and other reports required by terms and conditions.
- 9.1.2 Must liquidate all obligations incurred no later than 90 calendar days per terms/conditions.
- 9.1.3 Must promptly refund any balances of unobligated cash that the federal agency or pass-through entity paid in advance or paid that isn't authorized to be retained for use in other projects.

9.2 Must account for any real and personal property acquired with federal funds or received from the federal government.

**Subpart E - Cost Principles**

**10. Required Certifications (2 CFR 200.415; 45 CFR 75.415)**

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

**11. Time and Effort Reporting (2 CFR 200.430; 45 CFR 75.430)**

11.1 The organization must meet one of the following:

- 11.1.1 Maintain a time and effort reporting processes that include records that accurately reflect the work performed and the necessary requirements under federal grant guidance, or
- 11.1.2 Use budget estimates for interim accounting purposes following federal grant guidance requirements.
- 11.1.3 Use a substitute process or system for salaries and wages to federal awards, if the system is approved by the cognizant agency for indirect cost. Should a substitute sampling system be used, it must meet acceptable statistical sampling standards.

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