

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



**REQUEST FOR PROPOSALS
CUSTOMER AUTHENTICATION SERVICES**

RFP#: DCF RFP 2021 025

Release Date: AUGUST 30, 2021

COMMODITY CODE: 80101507

TABLE OF CONTENTS

SECTION 1. INTRODUCTION.....4

1.1 Introduction to the Procurement4

1.2 Term of the Agreement.....5

1.3 Contact Person and Procurement Officer.....5

1.4 Official Notices.....5

1.5 Protests..... 5

SECTION 2. SOLICITATION PROCESS.....5

2.1 General Overview of the Process5

2.2 Limitations on Contacting Department Personnel and Others6

2.3 Timeline6

2.4 Woman--, Veteran--, and Minority-owned Small Businesses Participation7

2.5 Pre-solicitation Conference.....7

2.6 Written Questions and Department Answers7

2.7 Receipt of Proposals.....7

2.8 Form PUR 1001.....8

2.9 Department’s Discretion8

SECTION 3. SPECIFICATIONS.....9

3.1 Definitions9

3.2 Minimum Programmatic Specifications.....10

3.3 Minimum Financial Specifications.....11

3.4 Composition of the Contract.....11

3.5 Order of Precedence.....12

3.6 Supporting Documentation12

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE RFP12

4.1 How to Submit a Proposal12

4.2 Contents of the Proposal12

4.3 Content of the Financial Proposal.....14

4.4 Public Records and Trade Secrets16

SECTION 5. THE SELECTION METHODOLOGY17

5.1 Selection Criteria17

5.2 Evaluation Phase Methodology18

APPENDIX I: CERTIFICATE OF SIGNATURE AUTHORITY21

APPENDIX II: VENDOR’S CERTIFICATIONS.....22

APPENDIX III: QUESTION SUBMITTAL FORM.....25
APPENDIX IV: SUBCONTRACTOR LIST26
APPENDIX V: BUDGET SUMMARY AND DETAIL INSTRUCTIONS.....27
APPENDIX VI: PROJECT BUDGET SUMMARY29
APPENDIX VII: PROPOSED COST ALLOCATION PLAN.....31
APPENDIX VIII: STANDARD CONTRACT PART 1.....32
APPENDIX IX: STANDARD CONTRACT PART 233
APPENDIX X: FEDERAL GRANT COMPLIANCE INTRODUCTION.....34

INTRODUCTION

1.1 Introduction to the Procurement

The Department of Children and Families (Department), Office of Economic Self-Sufficiency, is issuing this solicitation to interested parties for the purpose of obtaining a customer authentication and identity verification solution. Any person interested in participating must comply with the terms of this solicitation.

The Department is the State's "universal front door" for accessing benefits from many state and federal public assistance programs. Through the Automated Community Connection to Economic Self Sufficiency (ACCESS) Program, the Florida System, and ACCESS Online, the Department annually receives and processes more than 11 million applications for public assistance benefits for the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Medicaid, and Refugee Services. Of the more than 11 million applications for public assistance, the Department anticipates that the proposed solution sought through this Request For Proposals (RFP) could be applied to all new public assistance applicants as well as to all existing public assistance clients who are the named applicant of their case upon re-certification. From the period of June 2020 through May 2021, ACCESS reported 1,126,470 new case applicants ("new" refers to at least a 12 month continuous break prior) and 2,239,109 existing public assistance clients who will be the case applicant upon re-certification of their case.

The Department seeks a qualified solution provider with the experience to effectively develop an innovative real-time, online customer authentication and identity verification solution to validate an applicant's identity when applying for public assistance benefits. The Department desires a turnkey solution that will authenticate applicants who submit an online application for public assistance benefits and ensures that the applicant is the person applying. For example, but not to be an inclusive example, the Department would like to see all applications flagged where the applicant is a deceased, imprisoned or institutionalized person, or uses a synthetic or fake identity, or that has an identity that is being used by multiple persons. The purpose of this acquisition is to produce efficiencies within the public assistance eligibility process, promote public assistance program integrity, and realize cost savings.

The Vendor is expected to provide all personnel, software, equipment, tools, materials, supervision, and other items and services necessary to meet the Department's requirements for delivery, implementation, and maintenance of their proposed solution. The Department has a substantial challenge in balancing the need to provide assistance quickly to those who are in need and in sustaining public confidence in public assistance programs by taking all possible steps to minimize fraud and abuse. An effective and proven method for authenticating and verifying individuals before they are issued benefits will help the Department to achieve this goal.

The scope of the proposed solution includes the ability to seamlessly integrate with the Department's application system environment which, provides customer self-service within the public assistance application and identification process. The Department intends for the proposed solution to provide flagging of exceptions to Department staff for further review of the application. The Vendor is expected to provide the highest level of assurance within the fastest obtainable timeframe that an identity verification outcome is reliable to assist Department staff in assessing eligibility.

1.2 Term of the Agreement

The anticipated start date of the resulting contract is January 1, 2022. The anticipated duration of the contract is three (3) years after the start of service. 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 solicitation is:

Ashley Davis
Procurement Officer

The only permitted means of contact:

By Mail:
Florida Department of Children and Families
2415 North Monroe Street, Suite 400, Room L119
Tallahassee, Florida 32303

By Email:

Ashley.Davis@myflfamilies.com

1.4 Official Notices

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

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

1.5 Protests

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

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

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

SECTION 2. SOLICITATION PROCESS

2.1 General Overview of the Process

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

The Department may request Vendor presentations.

2.2 Limitations on Contacting Department Personnel and Others

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

2.3 Timeline

Activity	Date	Time Eastern	Address	Section Reference
Solicitation advertised and released on VBS:	8/30/2021	5:00 PM	VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	1.4
*Pre-solicitation Conference to be held (optional):	N/A	N/A	See Section 1.3	2.5
Written questions must be received by:	9/13/2021	5:00 PM	See Section 1.3	2.6
Department's response to questions:	9/21/2021	5:00 PM	See Section 1.3	2.6
Sealed proposal must be received by the Department:	10/11/2021	5:00 PM	See Section 1.3	2.7
*Proposal opening:	10/12/2021	3:30 PM	Please join meeting from your computer, tablet, or smartphone. https://global.gotomeeting.com/join/457269333 Also dial in using your phone. United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 Access Code: 457-269-333 Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 457 269 333 Or dial directly: 457269333@67.217.95.2 or 67.217.95.2##457269333	2.7.3

Activity	Date	Time Eastern	Address	Section Reference
* Meeting of the evaluators and ranking of the proposals:	10/25/2021	10:00 AM	Please join meeting from your computer, tablet, or smartphone. https://global.gotomeeting.com/join/276188373 You can also dial in using your phone. United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 Access Code: 276-188-373 Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 276 188 373 Or dial directly: 276188373@67.217.95.2 or 67.217.95.2##276188373	5.2.3
Posting of intended contract award:	11/19/2021	5:00 PM	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.2.5
Effective date of contract:	1/1/2022	N/A	N/A	1.2
All meetings noted with an asterisk () are public meetings.				

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

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

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

2.5 Pre-solicitation Conference

The purpose of the Pre-solicitation Conference is to review this solicitation with interested Vendors. The Pre-solicitation Conference **is not required** for this RFP as specified in **Section 2.3**.

2.6 Written Questions and Department Answers

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

2.7 Receipt of Proposals

2.7.1 Proposal Deadline

Proposals must be received by the Procurement Officer no later than the date and time and at the address provided in **Section 2.3**. Proposals will only be accepted by electronic Proposal to this RFP via electronic mail (email). Vendors are exclusively responsible for timely delivery of sealed Proposals to the Procurement Officer. The electronic submission must comply with the following requirements:

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

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

2.7.2 Proposal Withdrawal and Amendment

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

2.7.3 Binding Proposal

Vendors are bound by their proposals until the latter of sixty (60) calendar days after the proposal opening or the closing of all opportunities for protest or appeal.

2.7.4 Cost of Preparation of Proposal

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

2.8 Form PUR 1001

The standard "General Instructions to Respondents" Form PUR 1001 (10/06) is hereby incorporated into this solicitation by reference as if fully recited herein. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation 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.

2.9 Department's Discretion

2.9.1 The Department may:

- 2.9.1.1** Determine whether a Vendor is responsible, as defined in section 287.012, Florida Statutes;
- 2.9.1.2** Waive minor irregularities when doing so would be in the best interest of the State of Florida;
- 2.9.1.3** Withdraw the solicitation or reject all proposals at any time;
- 2.9.1.4** Select more than one Vendor for the commodities and contractual services encompassed by this solicitation;
- 2.9.1.5** Withdraw or amend its Notice of Award;

2.9.1.6 Award contract(s) for a reduced scope of the commodities and contractual services encompassed by this solicitation.

SECTION 3. SPECIFICATIONS

3.1 Definitions and Background Information:

Term	Definition and Background Information
Authenticated	A report that the person completing an Authentication Quiz has correctly answered at least three Department- approved questions presented In the Authentication Quiz and none of those three were Diversionary Questions.
Authentication Quiz	A quiz consisting of four Department-approved multiple-choice questions of which at least one, but up to four, of the questions has an answer that pertains to the Customer.
Authentication Process	The process commenced after a Customer's Identity has been Discovered that includes the electronic delivery, scoring and reporting the results of either an Authentication Quiz or a Diversionary Quiz.
Automated Community Connection to Economic Self Sufficiency (ACCESS)	The Department's automated on-line web application that individuals can use to apply for public assistance with which the Identity Verification and Authentication Processes will Interface.
Contract	The formal written agreement resulting from this RFP between the Successful Provider and the Department.
Contract Manager	The Department employee designated to manage contract compliance and to coordinate actions and communications between the Department and the Vendor as related to contract performance.
Customer/Client	The individual for whom an application for public benefits Is being submitted through the Department's ACCESS on-line web application whose Identity the Department wishes to submit to the Verification Process and, If feasible, also the Authentication Process.
Department	The State of Florida, Department of Children and Families
Discovered	The Customer Identity Information provided in an application to correspond to an actual person received from Department via a Web Call.
Diversionary Question	A Department-approved multiple-choice question with no answer that pertains to the Customer.
Diversionary Quiz	A quiz consisting entirely of Diversionary questions that Is delivered to the Department as an Authentication Quiz In order to present a consistent user experience.

Economic Self-Sufficiency (ESS)	The entity within the Department responsible for public assistance eligibility determination and distribution of public assistance benefits
False Positive	A Customer's Identity status as reported by Provider as both Discovered and Authenticated but the Department's internal processes later determine the Identity Information presented either does not correspond to an actual person or the Discovered Identity Is not associated with that particular Customer.
Identity Information	Any combination of Name (First, Middle, and Last), Social Security Number, Date of Birth, and Address (Street, City, State, ZIP).
Proposal	A Vendor's written response submitted in response to this RFP.
Provider	The Successful Provider who, upon finalization of the RFP process, enters into a two-party Contract with the Department.
Responsible Vendor(s)	A Vendor who has the capability in all respects to fully perform the RFP requirements, and the integrity and reliability that will assure good faith performance
Responsive Proposal(s)	A Proposal, submitted by a Responsible Vendor, that conforms in all material respects to this RFP.
Subcontract	An agreement entered into by the Vendor with any other person or organization that agrees to perform any contractual obligation for the Successful Provider, specifically related to securing or fulfilling the Vendor's obligations to the Department under the terms of the resulting Contract.
Subcontractor	All other entities under Contract to the Provider that, upon Department approval, provide a service specifically defined and required by the Provider.
Successful Provider	A legally qualified corporation, partnership, or other business entity that will be performing as the primary Provider under the Contract.
Vendor	A legally qualified corporation, partnership, or other business entity submitting a Proposal to the Department's RFP.
Verification Process	The process conducted to utilize Customer Identity Information provided In a Web Application.
Web Application	The Internet based form presented to Customers which, when signed, dated, and submitted to the Department, serves as official notice that an Individual wishes to receive assistance.
Web Call	A method of communication between two electronic devices thought a secure data exchange over the World Wide Web.

3.2 Minimum Programmatic Specifications

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

3.3 Minimum Financial Specifications

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

3.3.1 Funding Sources

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The anticipated funding sources for the resulting contract are state and federal funding. Funding for these services shall not exceed \$991,666.00 per state fiscal year for a total amount of \$2,974,998.00, subject to the availability of funds.

3.3.2 The current Customer Authentication contract had an annual total \$991,666.00. The current contract is funded with 50% federal funds and 50% state funds. Funding is based on anticipated applicant and recipient volumes for the client population, which can fluctuate. However, projections based on recent volume trends show this is an appropriate contract amount. **Allowable Costs**

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

Prospective Vendors shall submit a line item budget and complete narrative using the format specified in the **Project Budget Summary (APPENDIX VI)** as described in the **Budget Summary and Detailed Instructions (APPENDIX V)**. The proposed budget should put forward total costs for the proposed contract period beginning January 1, 2022 through December 31, 2025. A revised Line Item Project Budget and Budget narrative shall be required if and when the Department elects to invoke the contract renewal option for three additional renewal years.

3.3.3 No Cost-of-Living Increases

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

3.4 Composition of the Contract

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

3.4.1 Department's Standard Contract

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

3.4.2 Form PUR 1000

Form PUR 1000 is incorporated by reference into the Department's Standard Contract. In the event of any conflict between Form PUR 1000 and this solicitation, the terms of this solicitation 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

3.4.3 Other Attachments or Exhibits

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

3.4.4 Vendor Proposal

The Vendor’s proposal and any additional submittals, if incorporated into or attached to the contract.

3.5 Order of Precedence

In the event of conflict within any two or more documents within the contract documents listed in 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
General Contract Conditions	PUR 1000	https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms
General Instructions to Respondents	PUR 1001	http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_pdf
Department of Financial Services Reference Guide for State Expenditures	Allowable Costs	www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf
Actual Expenses and Revenues Schedule	CF-MH 1037	https://eds.myflfamilies.com/DCFFormsInternet/Search/DC_FFormSearch.aspx

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE RFP

4.1 How to Submit a Proposal

4.1.1 Vendors shall submit one complete electronic version of their proposal containing the signature of an official authorized to bind the vendor to the proposal. The complete proposal must be readable using Adobe portable document format (“pdf”). Electronic files must be emailed to the contact person in **Section 1.3**, using software which is free of malware. Any infection resulting to the Department’s systems shall be addressed to the Department’s satisfaction at the vendor’s expense.

4.1.1 Proposals must be formatted single-spaced, for 8 1/2” x 11” paper, presented in a single electronic file, one-inch margins, tabbed and labeled in accordance with Sections 4.2 and 4.3. Pages must be numbered in a logical, consistent fashion. Figures, charts, and tables should be numbered and referenced by number in the text. The Department’s maximum capacity for email attachments is 100MB. In the event an application exceeds the Department’s maximum capacity, the vendor must contact the contact person in **Section 1.3** prior to the deadline for submission stated in **Section 2.3** for further submittal instructions.

4.2 Contents of the Programmatic Proposal

4.2.1 Title Page

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

4.2.1.1 Title of proposal; including the words “Programmatic Proposal”

4.2.1.2 RFP 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 proposal (Provider's Representative).

4.2.2 TAB 1: TABLE OF CONTENTS

The proposal must contain a table clearly demonstrating the order of the material and associated page number(s).

4.2.3 TAB 2: SPECIFICATIONS

The proposal must contain the following certifications:

4.2.3.1 Signature Authority

The proposal must 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 proposal, and its statements and certifications, is authorized to make such representations and to bind the Vendor.

4.2.3.2 Vendor Certifications

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

4.2.4 TAB 3: EXECUTIVE OVERVIEW

The Vendor shall provide a brief executive overview demonstrating an understanding of the solicitation purpose and the needs specified in this solicitation. The Executive Overview includes a brief description of the Vendor's organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications, and means of completing Deliverables as defined in the Department's **STANDARD CONTRACT PART 2 (APPENDIX IX)**. Refer to **Section 5**, for detailed expectations of the proposal contents and selection criteria.

4.2.4.1 Describe the Vendor's approach and philosophy, including mission statement, core values, and vision.

4.2.4.2 Describe the 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.

4.2.4.3 Describe the Vendor's experience in providing services and solutions similar to the scope of work and task list, including the timeline for project completion, project outcome and any obstacles or delays in service delivery.

4.2.4.4 Provide the requested information below to demonstrate the Vendor's and subcontractor(s)' ability to successfully complete the work described in this solicitation and its appendices, attachments, exhibits, and referenced supporting documentation. The Vendor's and any proposed subcontractor(s)' information shall be shown separately. In addition to the other information described above the Vendor and the subcontractor(s) must provide:

4.2.4.4.1 Full legal name and its associated Federal Employer Identification Number (FEIN), or Social Security Number if a FEIN is not required.

4.2.4.4.2 Proof of registration with MFMP.

4.2.4.4.3 Country and state of incorporation.

4.2.4.4.4 Principal place of business.

4.2.4.4.5 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.

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.

4.2.4.4.6 Provide a proposed solution for Vendor improvement on the number of clients authenticated and increased efficiencies (e.g. accuracies in benefits, time savings, etc.) Solution should impact efficiency, quality, and integrity of case processing.

4.2.5 TAB 4: CORE TEAM QUALIFICATIONS

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

4.2.5.2 The proposal shall include the Vendor's operational approach to the recruitment, training, supervision, and retention of qualified personnel as described in the Department's **STANDARD CONTRACT PART 1 AND PART 2 (APPENDIX VIII and APPENDIX IX)**. The proposal should address all applicable personnel grievance and conflict resolution practices. The Vendor should explain how 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.

4.3 Content of the Financial Proposal

4.3.1 Financial Proposal Title Page

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

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

4.3.2 TAB 1: TABLE OF CONTENTS

The proposal must contain a table clearly demonstrating the order of the material and associated page number(s).

4.3.3 TAB 2: FINANCIAL INFORMATION

4.3.3.1 Financial Management

The vendor must describe its current financial management and accounting systems and capability to by submitting copies of their independent financial and compliance audit report and/or certified financial statements for the two (2) most recent fiscal years. These documents must be contained in a 3-ring binder, separate from the rest of the reply. 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 newly created entity 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:

- a. How well does the vendor demonstrate the financial stability required to fulfill the terms and conditions of the contract?
- b. Does the vendor have adequate financial resources for performance of the proposed project, or have the ability to obtain necessary financial resources before beginning performance?
- c. What is the vendor's ratio of current assets to liabilities?
- d. Does the vendor possess adequate cash or operating capital to meet projected monthly operating expenses pending receipt of first, and subsequent contract payments?
- e. What is the vendor's net worth?
- f. Has the vendor satisfactorily completed all corrective actions related to finding in previous audits or areas brought to management's attention in management letters?
- g. Can the vendor conduct business with the Department without relying on advances, especially if the project is not a new one?
- h. Has the vendor had any previous financial difficulties in performing contracts for the State?
- i. Does the reply provide two (2) 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.

4.3.3.2 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.

4.3.3.3 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.

4.3.3.4 Local Match (Not Applicable)

4.3.4 TAB 3: BUDGET

The Vendor must Provide a line item budget summary using the **Project Budget Summary (APPENDIX V)** to demonstrate a summary of all proposed project costs for the entire proposed contract period and any potential renewal years, not to exceed the maximum funding specified in **Section 3.3.1**.

4.3.5 TAB 4: BUDGET NARRATIVE

The Vendor must provide a detailed list of all proposed project costs for the entire proposed contract period and any potential renewal years using the **Budget Summary and Detail Instructions (APPENDIX VI)**. The budget narrative must include, but not limited to, quantity of items to be funded, price per item and description of use. If any of the below line items are included in the budget, the following applies:

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

4.3.6 TAB 4: COST PROPOSAL

4.3.6.1 Each Vendor shall use the Cost Sheet Form provided in **Appendix XII**. The Vendor's Cost Proposal shall be packaged separately from their Programmatic Proposal in a sealed envelope. Failure by the Vendor to submit the Cost Proposal separately shall result in the response being deemed non-responsive, and therefore, the Proposal will be rejected.

4.3.6.2 The Vendor shall not include any references to the Cost Proposal or its contents in the Programmatic Proposal. This includes, but is not limited to, costs, fees, prices, rates, profit, bonuses, discounts, rebates, or the identification of free services, labor, materials, or licensing fee sharing arrangements.

4.3.6.3 Cost Data must be entered in the **Cost Sheet Form, Appendix VII**, provided in this RFP. Failure to complete any or all blanks on the Cost Sheet Form may result in rejection of the Proposal. A representative who is authorized to contractually bind the Vendor must sign **Appendix VII - Cost Sheet Form**.

4.3.6.4 The costs provided shall include the cost of all services and materials necessary to accomplish the services outlined in this RFP and its attachments and the Vendor's Proposal hereto, including, but not limited to costs, fees, prices, rates, profit, bonuses, discounts, rebates, or the identification of free services, materials, licensing fee sharing arrangements, personnel and labor costs, equipment expenses, MFMP Transaction Fee, miscellaneous expenses and the application of all personnel additional costs (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. Footnotes, notations, and exceptions made to the Cost Proposal form shall not be considered.

4.4 Public Records and Trade Secrets

4.4.1 How to Claim Trade Secret Protection

If the Vendor considers any portion of the documents, data or records submitted in its proposal to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Vendor must submit all such information in a separately bound document (or in the case of

electronic media, in a manner compliant with **Section 4.1.4**, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Proposal, RFP No. – Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file and hardcopy documents must explain why the information in the document is a trade secret. This submission must be made no later than the proposal submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the proposal, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its proposal to be trade secret the Vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

4.4.2 Vendor’s Duty to Respond to Public Records Requests

In response to any notice by the Department that a public records request received by the Department encompasses any portion of the separately bound part of the Vendor’s proposal or other submissions labeled as “trade secret,” the Vendor shall expeditiously provide the Department, or the public pursuant to subsection 119.0701(2), Florida Statutes, with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the 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 proposal is determined, in writing, to be the most advantageous to the state. The Department will award the contract based on a consideration of the relative importance of price and other evaluation criteria set forth in the solicitation. The Department may also decide 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), Florida Statutes, and Rule 60A-1.021, Florida Administrative Code.

5.1 Selection Criteria

The following Selection Criteria shall apply for this RFP:

Criteria
1. The Vendor’s articulation of its solution and the ability of the solution to meet the requirements of this RFP and provide additional value.

2. The Vendor’s ability to provide an innovative solution and capability to deliver the proposed solution/services to meet the Department’s needs and provide additional value.
3. The Vendor’s company structure, subcontractors, experience, and proven track record of successfully providing services similar to those specified in this RFP.
4. The skills and experience of the Vendor’s leadership team, staff, and resources the vendor will use in implementing its solution.
5. The Vendor’s financial management approach, including proposed service efficiencies and ongoing approach to reduce administrative costs and expand services.
6. The Vendor’s proposed budget and cost proposal.

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 proposals 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 Proposal in accordance with the following criteria:

Criteria	Maximum Points	Possible Points
1. The Vendor’s articulation of its solution and the ability of the solution to meet the requirements of this RFP and provide additional value. A. Understanding of the needs of the Department 1. Understanding of the business 2. Department customers 3. Department objectives and goals 4. Requirements B. Overall approach and implementation strategy 1. Available data sources 2. System/Technical Requirements C. Transition and project management approach 1. Project Schedule 2. Project Phases – Define, Design, Develop, etc. 3. Deliverables – approach and examples 4. Communication 5. Risk mitigation and issue resolution 6. Change Management D. Approach to operations, maintenance, and recovery 1. Continuous operations 2. On-going maintenance 3. Issue resolution	25%	250

Criteria	Maximum Points	Possible Points
<ul style="list-style-type: none"> 4. System recovery plan 5. Disaster Plan 		
<p>2. The Vendor's ability to provide an innovative solution and capability to deliver the proposed solution/services to meet the Department's needs and provide additional value</p> <ul style="list-style-type: none"> A. Solution overview <ul style="list-style-type: none"> 1. Solution impact on organizational agility of the Department 2. Solution impact on efficiency, quality, and integrity of case processing 3. Automation of the solution as a whole 4. Flexibility of the solution and effort needed to change or add data services or data types/sources B. Customer Authentication <ul style="list-style-type: none"> 1. Federal requirements 2. Data sources C. Data sources and data quality <ul style="list-style-type: none"> 1. Data sources and Volume 2. Data elements available 3. Up to date information 4. Accuracy and reliability of data 5. Quality control measures 	20%	200
<p>3. The Vendor's company structure, subcontractors, experience, and proven track record of successfully providing services similar to those specified in this RFP.</p> <ul style="list-style-type: none"> A. Company profile and experience B. Subcontractor profile(s) and experience C. Evidence of past successes and ability to deliver D. Prime Vendor references E. Vendor's Subcontractor references 	20%	200
<p>4. The skills and prior relevant experience of the vendor's leadership team, staff, and resources the vendor will use in implementing its solution.</p>	15%	150
TOTAL	80%	800

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

Criteria	Relative Value	Possible Points
5. The Vendor’s financial management approach, including proposed service efficiencies and ongoing approach to reduce administrative costs and expand services.	10%	100
6. The Vendor’s proposed Budget and Cost Proposal	10%	100
TOTAL	20%	200

5.2.2 Total Score of Proposals

The Procurement Officer will average the total programmatic point scores and the total financial point scores. The Procurement Officer will then add the programmatic proposal points score to the financial proposal point scores to obtain a total score. The Procurement Officer will use the total points to rank Vendors.

For example:

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 Vendor rankings.

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

The Department will make a determination to award to the Vendor(s), reject all proposals, or cancel this procurement. The Department will notice, in writing, it’s decision on VBS:
http://vbs.dms.state.fl.us/vbs/main_menu.

APPENDIX I: CERTIFICATE OF SIGNATURE AUTHORITY

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

APPENDIX II: VENDOR'S CERTIFICATIONS

CERTIFICATIONS

MASTER CERTIFICATION

As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of RFP # _____ (the RFP), the facts regarding the proposal submitted by the Vendor in response to the RFP and the truth of each statement contained in Certifications (a) through (f) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.

Check the applicable box next to the title to each certification:

True	False	
		a. Certification of Binding Proposal and Acceptance of Terms of RFP and Contract Document
		b. Statement of No Prohibited Involvement
		c. Statement Non-Collusion
		d. Certification Regarding Subcontractors
		e. Certification Regarding Prior Contractual Obligations
		f. Certification of Representations Per sections 287.133, and 287.134, F.S.

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:

a. Certification of Binding Proposal and Acceptance of Terms of RFP and Contract Document

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor's proposal submitted in response to the Department of Children and Families Request for Proposals (the RFP) is binding on the Vendor in accordance with the terms of the RFP. If awarded any contract as a result of the RFP, the Vendor will comply with the specifications, terms, and conditions stated in the RFP and the contract document.

b. Statement of No Prohibited Involvement

By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has: Been awarded a contract 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 solicitation for this specific project, or developed a program for future implementation of this project.

c. Statement of Non-Collusion

By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the RFP as principals are named therein, that the Vendor's proposal is made without collusion with any other Vendor.

d. Certification Regarding Subcontractors

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor's agreement that by submitting a proposal to this RFP, the Vendor waives any exclusivity provision in its subcontractor agreements.

e. Certification Regarding Prior Contractual Obligations

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

- (1) Failed to correct any unsatisfactory performance in a previous contract to the satisfaction of any Agency or eligible user;
- (2) Had a contract terminated by any Agency or eligible user for cause; or
- (3) Failed to sign a contract awarded by any Agency.

f. Certification of Representations Per Sections 287.042, 287.133 and 287.134, Florida Statutes

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor is not listed on the Suspended Vendors List maintained pursuant to Rule 60A-1.006, F.A.C., Convicted P 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).

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 RFP # _____ (the RFP), the facts regarding the proposal submitted by the Vendor in response to the RFP and the truth of each statement contained in Certifications (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:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | g. Certification of a Certified Minority Business Enterprise |
| <input type="checkbox"/> | h. Certification of a Certified Veteran Business Enterprise |
| <input type="checkbox"/> | i. Certification of a Florida Business |
| <input type="checkbox"/> | j. Certification of a Foreign Manufacturer with a Factory in Florida |
| <input type="checkbox"/> | k. Certification of a Drug Free Workplace |

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

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

g. Certification of a Certified Minority Business Enterprise

By checking the "True" box in the Master Certification - Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with section 287.0943, 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 RFP. The completed form shall be submitted in accordance with the instructions provided in **Section 2.6** of the RFP. This form may be expanded as needed to facilitate response to this requirement.

Vendor Name: [Enter Legal Name of Vendor]

Question Number	RFP Section Number	Question
1		
2		
3		
4		
5		

APPENDIX IV: SUBCONTRACTOR LIST

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

CHECK HERE IF NO SUBCONTRACTORS WILL BE UTILIZED:

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

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

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

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

[Duplicate table as necessary for additional subcontractors.]

APPENDIX V: BUDGET SUMMARY AND DETAIL INSTRUCTIONS

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

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

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

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

APPENDIX VI: PROJECT BUDGET SUMMARY

		Vendor Name	
		FFY (Insert Year) - (Insert Dates)	
Budget Line Item		Line Item Totals	Category Total
<i>Personnel Category</i>			
A.	Personnel	\$ -	
B.	Fringe Benefits	\$ -	
C.	Other Personnel Services (OPS)	\$ -	
D.	Background Checks	\$ -	
<i>Total Personnel Category:</i>			\$ -
<i>Travel Category</i>			
E.	Staff Travel & Training	\$ -	
F.	Client Transportation	\$ -	
<i>Total Travel Category:</i>			\$ -
<i>Expense Category</i>			
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	\$ -	
<i>Total Office Expenses:</i>		\$ -	
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	\$	-
Total Expense Category:			\$ -
Direct Costs Category			
S.	Operating Capital Outlay (OCO->\$1,000.00)	\$	-
T.	Indirect Costs _____% of Total Direct Costs	\$	-
Subtotal Direct Costs:			\$ -
Total Project Budget			\$ -

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

APPENDIX VII: PROPOSED COST ALLOCATION PLAN

for the

(Insert) CONTRACT YEAR

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

APPENDIX VIII: STANDARD CONTRACT PART 1

See Attached.

APPENDIX IX: STANDARD CONTRACT PART 2

See Attached.

APPENDIX X: FEDERAL GRANT COMPLIANCE INTRODUCTION

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

Subpart B – General Provisions

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

1.1 Disclosure of any potential conflicts of interest to the Florida Department of Children and Families (DCF) in accordance with the applicable federal awarding agency policy.

1.2 Disclosure of all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (Note: Failure to do so can result in suspension and/or debarment.)

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

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

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

Subpart D – Post-federal Award Requirements

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

3.1 Adherence to performance measurements that relate financial data to performance accomplishments. When applicable, the reports will provide cost information to demonstrate cost effective practices. Some grants may require reports to include indicators and milestones accomplished on performance goals.

3.2 Maintenance of a financial management system, which includes records documenting compliance, that allows for the preparation of reports required by general and program-specific terms/conditions. The financial management system must also allow for the tracing of funds to a level of expenditures to show that they have been used according to the terms/conditions/regulations.

3.3 The financial management system must provide the following:

3.3.1 Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the federal awarding agency, and name of the pass-through entity, if any.

3.3.2 Accurate, current, and complete disclosure of the financial results of each Federal award or program.

3.3.3 Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

3.3.4 Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes.

3.3.5	Comparison of expenditures with budget amounts for each Federal award.
3.3.6	Written procedures to implement the payment requirements found in §200.305 or §75.305 as 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 for Internal Control in the Federal Government (Green Book) issued by the Comptroller General as best practice examples.
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.
3.4.3	Take reasonable measures to safeguard protected, personally identifiable information (PII) and other sensitive information.
3.5	Payments
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)
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.
3.5.3	Established banking procedures so that you can account for the receipt, obligation, and expenditure of funds for specific federal awards.
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.
3.6	Cost Sharing or Matching Requirements (if required, does not apply to most DCF contracts)
3.6.1	All required criteria are met if your organization has grants that contain cost sharing or matching requirements.
3.6.2	Applying unrecovered indirect costs as cost sharing/matching requires prior approval from the federal awarding agency.
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.
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.
3.7	Use of Program Income
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.
3.7.2	For IHEs and nonprofit research institutions, program income may be added to the federal award with prior Federal approval.

3.7.3	Program income may be used to meet cost sharing/matching requirements if applicable, with prior Federal approval.
4. Property Standards (2 CFR 200.310-316; 45 CFR 75.316-323)	
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.
4.2	Real Property: Maintain procedures that meet federal guidance regarding real property to meet the requirements for title, use, and disposition.
4.3	Federally-owned and exempt property
4.3.1	An annual inventory listing of federally owned property in its custody must be annually submitted to the federal awarding agency.
4.3.2	After an award has been completed or federal property is no longer needed, the organization must report the property as excess to the federal awarding agency.
4.4	Equipment
4.4.1	Maintain proper equipment procedures in place to meet the requirements for title, use, and disposition under federal grant guidance.
4.4.2	Equipment management procedures must be in place for equipment acquired in whole or in part under the federal award, which include detailed identification makers, percentage of federal participation in costs, location, use and condition and any disposition data, date of disposal and sale price of the property.
4.4.3	A physical inventory of property must be taken at least once every two years with results reconciled with property records.
4.4.4	A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property.
4.4.5	Adequate maintenance procedures must be developed to keep the property in good condition.
4.4.6	If authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
4.5	Supplies exceeding \$5,000: The federal government must be compensated for its share of residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of a project or program, unless supplies are not needed for any other federal award.
4.6	Intangible property: Maintain proper procedures to meet federal grant guidance involving intangible property.
5. Procurement Standards (2 CFR 200.317-326; 45 CFR 75.326-335)	
5.1	Maintain written standards of conduct covering conflict of interest and governing employees engaged in the selection, award and administration of contracts. If your organization has a parent, affiliate, or subsidiary organization that is not a state or local government or Indian tribe, your conflict of interest policy must also include organizational conflicts of interest.
5.2	Procurement procedures and policies must be in place to meet the following requirements:
5.2.1	Are written
5.2.2	Ensure that the acquisition of duplicate or unnecessary items is avoided

5.2.3	Ensure that state and local government intergovernmental agreements are considered where appropriate
5.2.4	Ensure contracts are awarded only to responsible contractors with the ability to perform contract terms successfully
5.2.5	Ensure all procurement transactions are conducted in a manner providing full and open competition
5.2.6	Do not include state or local geographical preferences (except where federal statutes mandate or encourage geographic preference)
5.2.7	Ensure all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured
5.2.8	Require cost or price analysis, including independent estimates, for all purchases over \$150,000
5.2.9	Include affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible
5.3	Procurement policies must include guidelines for the following purchase thresholds, which must meet federal grant guidance requirements:
5.3.1	Micro-purchase (<\$10,000, no quotations, equitable distributions)
5.3.2	Small purchase (\$10,000-\$250,000, rate quotations, no cost or price analysis)
5.3.3	Sealed bids (\$250,000, formal advertising, price is a major factor).
5.3.4	Competitive proposal (> \$250,000, fixed price or cost reimbursement, request for proposal (RFP) with evaluation methods).
5.3.5	Noncompetitive proposal (solicitation of a proposal from only one source, unique product/service)
5.4	Time and material type contracts are used only after a determination that no other contract is suitable, and the contract must include a ceiling price that the contractor exceeds at its own risk.
5.5	All prequalified lists of persons, Vendors, or products must include enough qualified sources to ensure maximum free and open competition, and there must be a process to ensure this list is kept up to date.
5.6	Procurement processes include keeping records that detail history of ALL procurements and at the minimum include the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract.
5.7	Procurement policies for construction or facility improvement contracts, or subcontracts exceeding \$250,000, include a bid guarantee equivalent to 5% of the bid price from each bidder (such as bid bond or certified check), a performance bond on the part of the contractor for 100 percent of the contract price, and a payment bond on the part of the contractor for 100 percent of the contract price.
6.	Performance and Financial Monitoring and Reporting (2 CFR 300.327-329; 45 CFR 75.341-343)
6.1	Performance and Financial reports will likely be required so that DCF can meet its obligations as a recipient of federal awards, which should be no more often than quarterly except in unusual circumstances.
6.2	Annually submit a report on the status of real property if the federal government retains an interest. (Note: If federal interest is for 15 years or longer, reporting may be required at various multi-year frequencies as well.)

7. Subrecipient Monitoring and Management (2 CFR 200.330-332; 45 CFR 75.351-353) {Pass-through entity requirements}
7.1 A formal process must be developed to analyze awards for determining subrecipient versus a contractor relationship.
7.2 Subawards made to subrecipients must include the following pieces of information: 7.2.1 Federal Award Identification (There are 13 required data elements in this item). 7.2.2 All requirements imposed by your organization on the subrecipient so that the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award. 7.2.3 Any additional requirements that your organization imposes on the subrecipient in order for your organization to meet its own responsibility to the federal awarding agency or DCF, including identification of any required financial and performance reports. 7.2.4 An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between your organization and the subrecipient (in compliance with federal guidance), or a de minimis (10 percent) indirect cost rate. 7.2.5 A requirement that the subrecipient permit your organization and auditors to have access to the subrecipient's records and financial statements as necessary. 7.2.6 Appropriate terms and conditions concerning closeout of the subaward.
7.3 Evaluate the subrecipient for risk of noncompliance with federal regulations and terms of subaward to determine appropriate monitoring for each subrecipient.
7.4 Monitor the activities of the subrecipient as necessary to ensure the subaward is used for authorized purposes and in accordance with statutes, regulations and terms and conditions. Monitoring must include: 7.4.1 Reviewing financial and programmatic reports 7.4.2 Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means 7.4.3 Issuing a management decision for audit findings pertaining to the federal award
7.5 Verify that every subrecipient is audited as required under federal grant guidance.
7.6 Review results of subrecipient's audits, on-site reviews, or other monitoring to detect conditions that necessitate adjustments to your organization's own records.
7.7 Take enforcement action against noncompliant subrecipients when appropriate.
7.8 In order to issue subawards based on fixed amounts up to the Simplified Acquisition Threshold (currently at \$250,000), prior written approval from the federal awarding agency must be obtained.
8. Record Retention and Access (2 CFR 200.333-337; 45 CFR 75.361-365)
8.1 Maintain a policy to verify that financial records, supporting documents, statistical records, etc., are retained for at least three years from the date of submission of the final expenditure report, or for ongoing grants, the date of submission of the quarterly or annual financial report. (Note: If any litigation/claim/audit is started before the three-year time frame, records must be retained until completed or resolved.)
9. Closeout (2 CFR 200.343; 45 CFR 75.381)
9.1 Develop procedures to meet the following requirements for closing out grants at the end of the period of performance:

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

Subpart E - Cost Principles

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

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

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

- 11.1 The organization must meet one of the following:
- 11.1.1 Maintain a time and effort reporting processes that include records that accurately reflect the work performed and the necessary requirements under federal grant guidance, or
 - 11.1.2 Use budget estimates for interim accounting purposes following federal grant guidance requirements.
 - 11.1.3 Use a substitute process or system for salaries and wages to federal awards, if the system is approved by the cognizant agency for indirect cost. Should a substitute sampling system be used, it must meet acceptable statistical sampling standards.
- 11.2 Salaries and wages of employees used in meeting the cost sharing or matching requirement on federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from federal awards.

APPENDIX VIII: STANDARD CONTRACT PART 1

Contract No. _____
CFDA No(s). 10.561
CSFA No(s). _____

Client Services Non-Client
Subrecipient Vendor
Federal Funds State Funds

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

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

The Department and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1 Purpose and Contract Amount

The Department is engaging the Provider for the purpose of **the Department is engaging the Provider for the purpose of providing applicant identity verification and authentication services prior to the public assistance eligibility determination process, as further described in EXHIBIT B hereto**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed **\$2,974,998.00**.

1.2 Official Payee and Party Representatives

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

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

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

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

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

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

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

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

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

1.3 Effective and Ending Dates

This Contract shall be effective **July 1, 2021** or the last party signature date, whichever is later. The service performance period under this Contract shall commence on **July 1, 2021** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2024**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

1.4 Contract Document

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

1.4.1 The definitions found in the Standard Contract Definitions, located at:

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

1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

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

1.4.4.1 Exhibits A through F;

1.4.4.2 Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.4.4.3 This Standard Contract;

1.4.4.4 Any documents incorporated into this Contract by reference;

1.4.4.5 Attachments 1 through 5.

2. STATEMENT OF WORK

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

2.1 Scope of Work

The Scope of Work is described in Exhibit B.

2.2 Task List

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

2.3 Deliverables

The Deliverables are described in Exhibit D.

2.4 Performance Measures

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

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

3. PAYMENT, INVOICE AND RELATED TERMS

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

annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1 Prompt Payment and Vendor Ombudsman

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

3.2 Method of Payment

The Provider shall be paid in accordance with Exhibit F.

3.3 Invoices

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

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

3.4 Financial Consequences

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

3.5 Overpayments and Offsets

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

3.6 MyFloridaMarketPlace Transaction Fee.

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

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1 Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 State Policies

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

4.3 Independent Contractor, Subcontracting and Assignments

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

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

4.3.3 The Provider may subcontract under this Contract

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

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

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

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

4.4 Provider Indemnity

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

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

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

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

4.5 Insurance

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

4.6 Notice of Legal Actions

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

4.7 Intellectual Property

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

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

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

4.8 Transition Activities

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

4.9 Real Property

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

4.10 Publicity

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

4.11 Sponsorship

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

4.12 Employee Gifts

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

4.13 Mandatory Reporting Requirements

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

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

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

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

4.14 Employment Screening

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

4.14.1.1 Employment history checks;

4.14.1.2 Fingerprinting for all criminal record checks;

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

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

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

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

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

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

4.15 Human Subject Research

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

4.16 Coordination of Contracted Services

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

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

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

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

4.16.3 Identifying name and number of the contract.

4.16.4 Starting and ending date of each contract.

4.16.5 Amount of each contract.

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

4.16.7 Name and contact information of each Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY

5.1 Records, Retention, Audits, Inspections and Investigations

5.1.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

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

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

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

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

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

5.2 Inspections and Corrective Action

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

5.3 Provider's Confidential and Exempt Information

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

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

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

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

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

5.4 Health Insurance Portability and Accountability Act

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

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

5.5 Information Security

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

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

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

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

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

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

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

5.6 Public Records

5.6.1 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section

287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

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

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

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

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

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

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

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1 Financial Penalties for Failure to Take Corrective Action

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

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

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

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

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

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

6.2 Termination

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

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

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

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

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

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

6.2.5.2 Had a contract terminated by the Department for cause.

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

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

6.3 Dispute Resolution

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

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

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

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

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

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

7. OTHER TERMS

7.1 Governing Law and Venue

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

7.2 No Other Terms

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

7.3 Severability of Terms

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

7.4 Survival of Terms

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

7.5 Modifications

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

7.6 Anticompetitive Agreements

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

7.7 Communications

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

7.8 Accreditation

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

7.9 Transitioning Young Adults

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

7.10 DEO and Workforce Florida

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

7.11 Purchases by Other Agencies

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

7.12 Unauthorized Aliens

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

7.13 Civil Rights Requirements

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

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

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

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

7.14 Use of Funds for Lobbying Prohibited

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

7.15 Public Entity Crime and Discriminatory Contractors

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

7.16 Whistleblower's Act Requirements

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

7.17 PRIDE

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

7.18 Recycled Products

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

8. FEDERAL FUNDS APPLICABILITY

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

8.1 Federal Law

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

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

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

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

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

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

8.1.7 If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a

“subrecipient,” as those terms are defined in 2 CFR, Part 200. If a Provider’s subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.2 Federal Funding Accountability and Transparency Act (FFATA)

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

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

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

8.3 Federal Whistleblower Requirements

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

9. CLIENT SERVICES APPLICABILITY

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

9.1 Client Risk Prevention

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

9.2 Emergency Preparedness Plan

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

9.3 Support to the Deaf or Hard-of-Hearing

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

9.3.2 If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider’s Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department’s HHS Compliance reporting Database by the 5th business day of the month, covering the previous month’s reporting, and forward confirmation of submission to the Contract Manager. The

name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

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

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

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

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

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

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

9.4 Confidential Client and Other Information

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

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

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

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

9.5 Major Disasters and Emergencies

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

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

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

PROVIDER: TBD

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

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

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

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

Federal Tax ID # (or SSN): _____

Provider Fiscal Year Ending Date: ____/____.

The Remainder of this Page Intentionally Left Blank.

**APPENDIX IX: STANDARD CONTRACT PART 2
EXHIBIT A – SPECIAL PROVISIONS**

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1. See Section 3.1 Definitions and Background Information

A-2. STATEMENT OF WORK

N/A

A-3. PAYMENT, INVOICE AND RELATED TERMS

N/A

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

N/A

A-5. RECORDS, AUDITS AND DATA SECURITY

5.2 IS AMENDED TO READ:

Inspections and Corrective Action. The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are generated during the performance of this Contract and are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract according to a reasonable standard. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider will develop and provide a corrective action plan for Department approval, which will not be unreasonably withheld. The Provider hereby agrees to timely correct all deficiencies identified in the corrective action plan. This provision will not limit the Department's termination rights under Section 6.2. Such access to the Provider's records shall be given upon at least thirty (30) days' prior written notice to the Provider, subject to execution of a separate, non-disclosure confidentiality agreement between the parties and the Provider's security policies, and shall take place at the Provider's premises.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

N/A

A-7. OTHER TERMS

N/A

A-8. FEDERAL FUNDS APPLICABILITY

N/A

A-9. CLIENT SERVICES APPLICABILITY

EXHIBIT B – SCOPE OF WORK

B-1 Scope of Service

Identity verification and authentication services, and flagging applicants for additional review, prior to the public assistance eligibility determination process shall be provided to the for the term of the Contract.

B-2 Major Contract Goals

B-2.1 The major goal of this service is for a Customer's identity to be Discovered and Authenticated prior to the Department processing an application for benefits.

B-3 Service Area/Locations/Times

B-3.1 Service Delivery Location

B-3.1.1 The Provider's administrative offices shall be located at the address specified in the Standard Contract, Section 1.2.2

B-3.1.2 The Provider's service delivery location shall ensure a secure environment for data transfer and data retention where applicable.

B-3.1.3 The solution shall interface with the ACCESS application system operated by the Department at the Agency State Technology (AST)-Southwood, 4050 Esplanade Way, Suite 115 Tallahassee, Florida 32399-1561.

B-3.2 Service Times

The services providing Identity Verification and Identity Authentication will be operational twenty-four (24) hours a day, seven (7) days a week. The Provider's work hours required to accomplish the required operations shall be determined by the Provider, however the Provider's Project Manager shall be available 8:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, with the exception of State of Florida approved Holidays.

B-3.3 Changes in Location

The Provider shall notify the Department's Contract Manager, in writing, a minimum of one (1) week prior to making changes in location, which will affect the Department's ability to contact the Provider's Project Manager by telephone, facsimile or internet, or which will potentially diminish the Provider's performance.

B-4 Clients to be Served

This is a non-client services Contract.

B-5 Client Eligibility

This is a non-client services Contract.

B-6 Client Determination

This is a non-client services Contract.

B-7 Equipment

B-7.1 The Vendor is expected to provide all personnel, software, equipment, tools, materials, supervision, and other items and services necessary to meet the Department's requirements for delivery, implementation, and maintenance of their proposed solution.

B-7.2 The Provider shall assist the Department in integrating its solution with the ACCESS software installed at the Northwood Shared Resource Center to provide the identification services pertinent to work under this Contract.

B-8 Contract Limits

B-8.1. The Provider will only be compensated for work performed as specified in this Contract.

Work performed without specific direction from the Department shall be deemed by the Department to be gratuitous and not subject to charge by the Provider or compensation by the Department.

EXHIBIT C - TASK LIST

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

C-1 Service Tasks

C-1.1. The Provider shall perform the following tasks and document completion of described by completing and delivering all reports as specified in Exhibit D-4.

C-1.1.1. The Provider will process Identity Verification Process batch requests received from the Department, consisting of one or more subsets of the current ACCESS database population as agreed between the parties. The parties agree that, with regard to all batch files provided by the Department to the Provider during Production, Provider's system and processes comply with the security requirements of the 2019 Information Exchange Agreement between the Department and the United States Social Security Administration and all files containing information subject to that Agreement will be transmitted and received in accordance with that Agreement. All provisions of this Contract for Department submittal of batch requests are conditioned on prior Social Security Administration (SSA) approval to redisclose SSA data. As with Identity Information provided to Provider via Web Call, or the hosted web application, the parties further agree that any batch files provided by the Department to the Provider may be retained by the Provider in archive format for audit and regulatory purposes only.

C-1.1.2. The Provider shall, conduct an Identity Verification Process and, if applicable, an Identity Authentication Process as described below for each Customer whose Identity Information is received via Web Call from the Department.

C-1.1.2.1. The Provider shall run the Verification Process using the Identity Information received from the Department in accordance with the then-current checklist.

C-1.1.2.2. The Provider shall report whether the identity is Discovered. For customers whose identity is Discovered, the Provider shall report the identity as Discovered, related information described in the then-current Checklist and generate and deliver to the Department an identity Authentication Quiz for display in the Web Application, or delivered to the Provider's hosted web application. The identity Authentication Quiz shall consist of multiple-choice questions generated from a list of Department-approved questions in the then-current checklist. The quiz will be used to initiate the identity Authentication Process, to be completed in accordance with the then-current checklist. With the exception of proper names or specific original record extracts, all authentication questions and all potential answers shall be provided in three languages (English, Spanish, and Haitian Creole). The Provider shall evaluate the results of the identity Authentication Quiz and report only a pass or fail to the Department, unless otherwise provided in the then-current checklist. On those occasions where the Provider lacks sufficient information to generate an identity Authentication Quiz, the Provider shall generate and deliver to the Department a Diversionary Quiz.

C-1.1.2.3. For Customers whose identity cannot be Discovered, the Provider shall report "not discovered" and the results shall be treated as an automatic failure, but the Provider shall generate and deliver to the Department a Diversionary Quiz.

C-1.1.2.4. The Provider shall deliver the above information to the Department via web call or via the Provider's hosted web application.

C-1.1.2.5. The Provider shall perform all transmissions of data using a secured communication protocol like secured http, or one designed to ensure encryption and security of all data included in the web call.

C-1.1.2.6. The Provider shall support Department's efforts to ensure that services provided by the Provider present an integrated solution to the public assistance applicant during the process of applying for assistance through the ACCESS application system consistent with the intellectual property provisions of this Contract.

C-1.1.2.7.

C-1.1.2.7. The Provider will meet quarterly with the Department's Contract Manager and project staff to present results from data analysis. The Provider shall collaborate with the Department by making quarterly recommendations based on both results of the analysis and awareness of identification theft. Such collaboration can be requested by the Department at a greater frequency should any issues become apparent that the Department wishes to address immediately.

C-1.1.2.8. The Provider shall develop and submit an annual report on Identity Fraud Mitigation Strategies. This report will provide the most recent Industry information regarding strategies the Department can use to mitigate identity fraud. While the report may include useful generic information, it must specifically address strategies for public assistance

agencies, and it must provide practical recommendations that take into consideration requirements for Federal approval and limited funding flexibility.

C-1.1.2.9. Continuity of service is a critical service under this Contract. When this Contract expires or terminates and this service commences under a new Contract, the Provider shall complete all actions necessary to smoothly transition service to the new provider by the expiration or earlier termination of this Contract. Such activities will be without additional compensation and will include consultation on the resources needed to support transition, the characteristics of transactions and data transfer, system design and testing. The Provider will not be required to disclose any confidential, trade secret or proprietary information to any third-party except as otherwise allowed hereunder. Ninety (90) days prior to the end of this Contract, the Provider will perform the following:

C-1.1.2.9.1. Submit a Transition Plan to be approved, in writing, by the Department.

C-1.1.2.9.2. Submit a Conversion Plan to be approved, in writing, by the Department.

C-1.1.2.9.3. Identify a transition manager.

C-1.1.2.9.4. Begin working collaboratively with the Department and the incoming Provider to test and execute the transition plan.

C-2 Administrative Tasks

C-2.1 Staffing

C-2.1.1. The Provider shall provide sufficient staff and technical resources to deliver the required services consistently and reliably.

C-2.1.2. Background checks will, at a minimum, include an investigation for, and review of, any (i) state, local or federal felony convictions, misdemeanor convictions, and any deferred adjudications with respect to any of the above, as allowed by law (collectively "Convictions") for at least the seven years prior to the later of the effective date of this Contract or the date the Provider's employee performs any services under this Contract (the "Applicable Period"). The background checks must take place in the county or comparable political subdivision of the applicable jurisdiction in which such Employee has resided or has been employed (collectively "Counties") during the Applicable Period.

If the Provider discovers that an employee has a Conviction, the Provider shall, upon receipt of said information, consult with the Department on the conditions of the Conviction. If it is deemed that the Conviction disqualifies the employee from actively engaging in the performance of the Department's services, then such individual shall not be assigned to the account.

C-2.2 Professional Qualifications

C-2.2.1. The Provider shall implement a staffing model that comports with the staffing qualifications proposed by the Provider.

C-2.2.2. The Provider assures that staff assigned to this project will maintain current professional competency in the field of Identity Verification and Authentication.

C-2.3 Subcontracting

C-2.3.1. This Contract allows the Provider to subcontract for the provision of all services under this Contract, subject to the provisions of Section 4.3.3 of the Standard Contract.

C-2.3.2. The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime Contractor.

C-2.3.3. Written requests by the Provider to subcontract for the provision of services under this Contract shall be routed through the Contract Manager for the Department's written approval.

C-2.3.3.1. The request to subcontract shall be reviewed and if approved, approval shall be in writing by the Contract Manager prior to procurement of the subcontract. Payment to the Provider shall not be authorized until the Department's Contract Manager's written approval is obtained.

C-2.3.3.2. A copy of each executed subcontract shall be provided to the Department's Contract Manager within ten (10) calendar days of the execution date of the subcontract. Payment to the Provider shall not be authorized until the Contract Manager is in receipt of each executed subcontract.

C-2.3.3.3. The Contract Manager shall review any request to amend any subcontract prior to the execution of the amendment and if approved, approval shall be in writing.

C-2.3.3.4. A copy of each subcontract amendment shall be provided to the Contract Manager within ten (10) calendar days of the execution date of the subcontract amendment.

C-2.3.3.5. The Department's agreement to allow these services to be subcontracted does not in any way alter or relieve the Provider's responsibility to the Department for all work performed under this Contract.

C-2.4 Records and Documentation

C-2.4.1. The Provider shall maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure.

C-2.4.2. The Provider shall require any subcontractor maintain all records required to be maintained pursuant to this Contract in such a manner as to be accessible by the Department upon demand.

C-2.4.3. For each staff paid part or in whole with these Contract funds:

C-2.4.3.1. Annual original signed and dated Security Agreement Form CF-114-1819.

C-3 Standard Contract Requirements

The Provider shall perform all obligations required by Sections 1.4, 4.1 and 4.2 of the Standard Contract.

C-4 Provider Responsibilities

C-4.1.1. Provider Unique Activities

C-4.1.1.1. The Provider shall maintain statistical analysis of Identity Verification and Identity Authentication results to include a dashboard management tool that is accessible to the Department for management reporting.

C-4.1.1.2. The Provider shall be solely and uniquely responsible for the satisfactory performance of the tasks, activities, and deliverables as described in this Contract. By execution of this Contract, the Provider recognizes its singular responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and shall be fully accountable for the performance thereof.

C-4.1.1.3. The Provider shall be knowledgeable of and fully comply with all state and federal laws, rules, and regulations as amended from time to time that do or may affect this Contract.

C-4.2.1 Coordination with Other Providers/Entities

C-4.2.1.1. The Department may undertake or award other Contracts for additional or related work, and the Provider shall fully cooperate with such other providers and Department employees. The Provider shall not commit or permit any act, which shall interfere with the performance of work by any other provider or by Department employees. The Department shall include this clause in the Contracts of all providers with whom the Provider shall be required to cooperate. The Department shall equitably enforce this clause as to all providers, to prevent the imposition of unreasonable burdens on any provider. The Provider will not be required to disclose any confidential, trade secret or proprietary information to any third-party except as otherwise allowed hereunder.

C-5 Department Responsibilities

C-5.1.1. Department Obligations

C-5.1.1.1. Responsibilities of the Department's Contract Manager:

The Department will provide a single point of contact for the Provider, the Department's Contract Manager will have the authority to make or obtain decisions on behalf of the Department. These decisions will be in writing and provided to the Provider within ten (10) business days of receipt of the request by the Department's Contract Manager.

C-5.1.1.2. Access to Data and Documentation for the Provider.

The Department will provide required information, data, documentation, and test data to determine the quality of the Provider's performance of the services.

C-5.1.1.3. The Department shall document, track and report metrics on average time to process applications, Web Application abandonment rates, and number of verified cases of identity theft.

C-5.1.2 Department Determinations

C-5.1.2.1 The Department reserves the right to act in any combination of the following manners based on the documented results without additional compensation to the Provider:

C-5.1.2.1.1. Request that the Provider conduct modifications to the solution, make any necessary amendments to this Contract, and determine from those modifications if the project is ready for statewide implementation;

C-5.1.2.1.2. Conduct internal modifications with the Department's information systems and make necessary amendments to this Contract if required; and

C-5.1.2.1.3. Discontinue project implementation and immediately terminate this Contract for convenience.

C-5.1.2.2. The Department has final authority over determining whether Provider has met the quality and acceptability of Service Deliverables as set forth herein.

C-6 Monitoring Requirements

The Provider shall be monitored in accordance with the CFOP 75-8, Contract Monitoring, the Standard Contract, and the Financial and Compliance Audit, Attachment II.

EXHIBIT D – DELIVERABLES

D-1 Service Units

A unit of service is identified as either an Identity Verification Transaction or an Identity Authentication Transaction.

D-2 An Identity Verification Transaction consists of one of the following that occurs:

D-2.1 A report of a Discovered identity and a criminal check in response to a Web Call for an Identity Verification, as described In Section C-1.1.2.2.

D-2.2 A report of "not Discovered" in response to a web call for an Identity Verification, when the identity of an applicant cannot be Discovered, as described in Section C-1.1.2.3.

D-2.3 A report of any identity Discovered as part of a batch request, as described in Section C-1.1.2.

D-3 An Identity Authentication Transaction consists of one of the following that occurs:

D-3.1 An Authentication Quiz is returned for a Discovered identity, as described in Section C-1.1.2. but no Web Call returns answers.

D-3.2 An Authentication Quiz returned for a Discovered identity, as described In Section C-1.1.2. and, if a Web Call returns answers, a report of the scoring is returned on those answers.

D-4

D-4.1 Reports (programmatic and to support payment)

D-4.1.1. The Provider shall submit reports to the Contract Manager as specified below, to document the completion of task. If the due date for a report falls on a State of Florida approved Holiday or weekend, the report will be due the next business day.

D-4.1.2. For Reporting Requirements, submission of hard copies are not required until further notice. For the purpose of this Contract, an acceptable "original signature" is defined as the signature of the authorized signatory using pen and ink; a certified electronic signature; or signed through DocuSign.

DELIVERABLE REPORTS				
#	Title	Due Date	# Copies	Contents
1	Monthly Transaction Activity Report	Monthly on the 15 th of each month, for services rendered during the previous month.	1 electronic copy	1) Date Range of Report Period 2) Numeric count, by day, of Verification and Authentication processes; totaled by month 3) Separately identified batch requests for identity Verification only
2	System Reporting	Monthly on the 15 th of each month, for services rendered during the previous month.	1 electronic copy	1) System Response Time System Availability
3	Verification and Authentication Success Report	Monthly on the 15 th of each month, for services rendered during the previous month.	1 electronic copy	1) Total # of applicants processed 2) Total # of applicants that were verified but not

				<p>authenticated</p> <p>3) Total # of applicants that were verified and authenticated</p> <p>4) Total # of applicants that were not verified or authenticated</p> <p>5) Details on applicants not verified, focusing on high-risk identities</p>
4	Quarterly Transaction Analysis Report	<p>Quarterly each year as follows:</p> <p>1st – 1/15 (Oct, Nov, Dec)</p> <p>2nd – 4/15 (Jan, Feb, March)</p> <p>3rd – 6/30 (April, May, June)</p> <p>4th – 10/15 (July, Aug, Sept)</p>	1 hard copy and 1 electronic copy	<p>1) Date Range of Report Period</p> <p>2) Executive Summary</p> <p>3) Details and Recommendations based on ongoing analysis of Transactions</p>
5	The Provider shall provide a report documenting the percentage of Customers for whom the Identity Information provided by the Department was Discovered and Authenticated.	<p>Quarterly each year as follows:</p> <p>1st – 1/15 (Oct, Nov, Dec)</p> <p>2nd – 4/15 (Jan, Feb, March)</p> <p>3rd – 6/30 (April, May, June)</p> <p>4th – 10/15 (July, Aug, Sept)</p>	1 electronic copy	The denominator will be the number of Customers whose Identity Information was received by the Provider via Web Call and the numerator will be the number of Customers whose Identity Information was reported by the Provider as both Discovered and Authenticated.
6	Annual Identity Fraud Mitigation Strategy Report	Annually on May 15th	1 electronic copy	<p>1) Executive Summary</p> <p>2) Details and Recommendations based on the Provider's awareness of industry trends and experiences.</p> <p>3) Strategies specific to public assistance agencies.</p>
ADMINISTRATIVE DOCUMENTS				
7	Proof of General Liability Insurance	Within 30 days of Contract execution and annually thereafter	1 hard copy	Face Page of the General Liability Insurance Policy provides coverage to the Provider
FEDERAL DOCUMENTS				
8	Civil Rights Compliance Checklist	Within 30 days of Contract execution and annually thereafter	1 hard copy	Form CF-0946

D-4.1.3. Delivery of reports shall not be construed to mean acceptance of those reports; acceptance of required reports shall constitute a separate act and must be approved by the Department's Contract Manager as such.

D-4.1.4. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the limits set forth in this Contract. The Provider shall, without additional compensation, correct or revise any incomplete, inadequate, or unacceptable reports.

D-4.1.5. The Department, at its option, may allow additional time for the Provider to remedy the objections noted by the Department, or the Department may, after giving the Provider a reasonable opportunity to make a report complete, adequate, or acceptable to the Department declare this Contract to be in default.

D-4.1.6. The Provider shall work with the Department to ensure the reliability of data collected through established reporting formats appropriate to the program.

D-4.1.7 Informal Status Reporting. The Provider's Project Manager shall keep the Department's Contract Manager informed on the status of all outstanding issues affecting timely services, and any other information the Department may request about any related services.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 Minimum Performance Measures

The Department will maintain records documenting the outcomes for the Performance Measures described in Exhibit E-1.

E-2 Performance Evaluation Methodology

The Department will measure the outcomes for the Performance Measures in accordance with the methodology described in Exhibit E-1. Performance metrics outlined in this Contract and in Exhibit E-1 will not apply to transactions requested through the Provider's hosted Web Application. If the Department chooses to move forward with Verbal Authentication performance measures for the Provider's hosted Web Application will be mutually determined by the Provider and the Department prior to production.

E-3 Performance Standards Statement

By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet the standards set forth above and will be bound by the conditions set forth in this Contract. In addition, all issues submitted in writing by the Department to the Provider must meet the standards set forth above and will be bound by the conditions set forth in this Contract. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed 6 months, for the Provider to correct performance deficiencies. The parties agree that the above performance measures were established primarily for purposes of Financial Consequences and may not be suitable as standards that may cause Contract termination pursuant to this provision. The parties will confer near the end of the first year of service to determine if adjustments should be made for the purposes of Contract termination pursuant to this provision. Any such adjustments will be made by a formal written amendment to this Contract. If the parties do not reach a mutual agreement in writing thereon, then extenuating circumstances regarding the Provider's failure to meet the performance measures will be deemed to be documented to the Department's satisfaction notwithstanding any other provision of this subsection. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department has the option to terminate the Contract for convenience. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. This provision shall not limit other remedies available to either party under the terms of this Contract or otherwise at law.

EXHIBIT E-1 PERFORMANCE MEASURES

Service Objective	Performance Measure	Measurement	Financial Consequences	Method of Calculation
Average transaction response time	Verification Process and Authentication Quiz: The average amount of time it takes to run the Verification Process and generate an Authentication Quiz delivered to the Department in response to the Identity Information provided in a combo call.	7.5 seconds	If the average transaction response time is slower than the measurement requirement for any one of the three measurements in a given month, a service credit in the monthly invoice for a calendar month of \$1,000 per slow measurement, per month.	For purposes of the first measure, the Provider shall provide the Department with reports each month indicating average transaction response time for that month. In the event a Financial Consequence has been incurred and is owed from the previous month, the Provider shall reduce each month's invoices by the amount of the Financial Consequence. All Average Transaction Response Times are measured from the time a complete and valid request has been received by the application running on operational components behind the Provider's firewall to the time that the response is available in the application to be transmitted to the Department, i.e., ready to leave the Provider's firewall, date, time, time and request/response information for the Instant Verify and Instant Authenticate products are logged as transaction workflow is executed.
	Authentication Score: The average amount of time it takes to score an authentication quiz.	1.0 second		
	Criminal Check: The average amount of time it takes to run the criminal check process on a consumer when the Department sends the demographic information.	3.0 seconds		

System availability	Availability of the transactional services, measured on a monthly basis.	99.9%	If the average System Availability in a given month is: Each 0.1% below the 99.9% system availability will result in 1% service credit in the monthly invoice for a calendar month.	The Provider shall provide the Department with reports each month indicating average system availability for that month. The Provider shall reduce each month's invoice(s) by the amount of the Financial consequence in the event a Financial Consequence has been incurred and is owed from the previous month.
Business Objective for Cost Efficiency/Efficacy	The Department will conduct reviews of individuals the Provider reports as "Discovered" and who are also Authenticated. The reviews will result in a finding of no False Positives.	0.01%	The Provider shall be assessed a service credit in the monthly invoice for a calendar month of \$1,000 for each instance where the Department's independent review determined that a False Positive occurred.	The Department shall provide the Provider with a report each quarter indicating the number of False Positives determined for each quarter. The Provider shall reduce the following month's invoice by the amount of the Financial Consequence in the event a Financial Consequence has been incurred and is owed from the previous quarter.

The above Service Objectives are based on the following conditions:

1. Any future modifications to a Department-specific implementation to take advantage of features not selected or available in the product during initial implementation may require a review of the agreed Service Objectives and could lead to modifications of the Service Objectives.
2. The Service Objectives for Average Transaction Response Time and Average System Availability apply only to the portion of the systems running on Provider's operational components behind the Provider's firewall.
3. All Average Transaction Response Times are measured from the time a complete and valid request has been received by the application running on operational components behind the Provider's firewall to the time that the response is available in the application to be transmitted to the Department, i.e., ready to leave the Provider's firewall.

CF Standard Contract 2019

Part 2 of 2

4. The Department will comply with the documented connectivity instructions made available by the Provider to connect to the designated Provider Disaster Recovery (DR) site.

5. Scheduled maintenance windows occur every Sunday from 12:00 - 6:00 AM. Scheduled maintenance is conducted utilizing the industry best practice. A Hot Backup will be available to ensure services are available 24 hours per day, 365 days a year. In the rare event that the scheduled maintenance window may impact services during the 12:00 - 6:00 AM timeframe or in the event of planned maintenance, the Provider will give the Department a twenty-four (24) hour advance notice.

EXHIBIT F - METHOD OF PAYMENT

F-1 Method of Payment

F-1.1 This Contract is funded from the State Fiscal Year (SFY) 2021 General Appropriations Act Line # TBD.

F-2 Payment Clause

F-2.1 This is a fixed price (unit cost) Contract. The Department will pay the Provider for the delivery of service units provided in accordance with the terms and conditions of this Contract for a total dollar amount, subject to the availability of funds and not to exceed the following:

F-2.1.1 \$991,666.00 for SFY 2020-2021;

F-2.1.2 \$991,666.00 for SFY 2022-2023;

F-2.1.3 \$991,666.00 for SFY 2023-2024.

For a total Contract amount not to exceed \$2,974,998.00 subject to the availability of funds, of which 51% will be from state funds and 49% from federal funds.

Payments for services will be made in arrears. The provider shall submit a monthly invoice to the Department's Contract Manager in an amount equal to 1/12 of fees as defined in Exhibit F1, Payment Table. Units of service, as defined in Exhibit D, will be the basis on which the annual fees will be determined. Monthly fees will be initially set based on the lowest volume of units of service set out in Exhibit F1, Payment Tables (4,500,000 Identity Verification transactions and 2,500,000 Identity Authentication transactions). A payment threshold is met when the volume of either service unit (Identity Verification versus Identity Authentication) reaches the minimum level for that service unit in the next payment threshold.

The monthly invoice will be supported by service unit reporting by the Provider as described in Exhibit D. Monthly invoices will be submitted initially at the lowest annual volume identified in Exhibit F1, Payment Table and retroactive adjustments will be made for actual volume during the last three months of each State Fiscal Year or within 60 days after an earlier termination of this Contract. During each State Fiscal Year, the Department will evaluate service volumes and revise the minimum annual volume identified in Exhibit F1, Payment Table for subsequent years, accordingly. If service units, as defined in Exhibit D. of this Contract exceed 4,500,000 Transactions for Identity Verification or 2,500,000 Transactions for Identity Authentication, monthly payments may be adjusted based on the availability of state funds and according to the thresholds set out in Exhibit F1, Payment Table. The Department reserves the right to adjust the projected service volumes for the balance of a year should a Transaction Activity Report show substantial deviations from the projected annual volume identified in Exhibit F1.

F-3 Invoice Requirements

F-3.1. The Provider shall request payment through submission of a properly completed invoice by the 15th day of the month following the end of a service month. Each invoice shall include the Contract number, the dates on which services were rendered, an authorized signature, and a reference to the Monthly Transaction Activity Report defined in Exhibit D.

F-3.2. The Department's Contract Manager, or his or her designee, shall review and approve the invoice prior to payment being made.

F-3.3. All Transactions must be invoiced to the Department within three (3) months of the work date(s) or such services cannot be invoiced to the Department unless the Contract Manager has been notified, in writing, of problems with the invoice(s).

F-3.4. The monthly amount invoiced In the last three months of each State Fiscal Year is expected to vary from the previous months due to variations in the number of Transactions requested by the Department each month and the alignment with the appropriate Transaction threshold provided in Exhibit F1, Payment Tables.

F-3.5. The Contract Manager will ensure that appropriate reductions to the invoice has been made for any funds to be withheld as service credits assessed for each Financial Consequence prescribed for Performance Measure in Exhibit E-1.

F-3.6. The parties agree that the service credits described in Exhibit E-1 constitute the exclusive financial consequences under section 287.058 (1)(h), Florida Statutes, for Provider's failure to perform, in accordance with the performance measures set forth in Exhibit E .

F-4 Additional Funding

F-4.1 The Department may increase the Contract amount through the amendment process due to an increased need in Transactions.

F-4.2 Any increase in Contract amount based on the need for additional Transactions shall be in accordance with Exhibit F1, Payment Tables.

**EXHIBIT F1
Payment Tables**

State Fiscal Years 2021-2022, 2022-2023, and 2023-2024

Tier	Tier Pricing	Number of per Input Transactions	
		Instant Verify (Transactions not to exceed volume)	Instant Authenticate (Transactions not to exceed volume)
Tier 1	\$775,000	4,500,000	2,500,000
Tier 2	\$825,000	5,500,000	3,000,000
Tier 3	\$875,000	6,500,000	3,500,000
Tier 4	\$925,000	7,500,000	4,000,000
Tier 5	\$975,000	8,500,000	4,500,000
Tier 6	\$1,025,000	9,500,000	5,000,000
Tier 7	\$1,075,000	10,000,000	5,500,000
Tier 8	\$1,125,000	10,500,000	6,000,000
Tier 9	\$1,175,000	11,000,000	6,500,000
Tier 10	\$1,225,000	11,500,000	7,000,000
Tier 11	\$1,275,000	12,000,000	7,500,000
Tier 12	\$1,325,000	12,500,000	8,000,000

Renewal Options

Tier Pricing SFY 2024-2025	Tier Pricing SFY 2025-2026	Tier Pricing SFY 2026 - 2027	Instant Verify (Transactions not to exceed volume)	Instant Authenticate (Transactions not to exceed volume)
\$772,500	\$795,675	\$819,545	4,000,000	2,000,000
\$798,250	\$822,197	\$846,863	4,500,000	2,500,000
\$849,750	\$875,242	\$901,499	5,500,000	3,000,000
\$901,250	\$928,287	\$956,136	6,500,000	3,500,000
\$952,750	\$981,332	\$1,010,772	7,500,000	4,000,000
\$1,004,250	\$1,034,377	\$1,065,498	8,500,000	4,500,000
\$1,055,750	\$1,087,422	\$1,120,045	9,500,000	5,000,000
\$1,107,250	\$1,140,467	\$1,174,681	10,000,000	5,500,000
\$1,158,750	\$1,193,512	\$1,229,317	10,500,000	6,000,000
\$1,219,250	\$1,255,827	\$1,293,502	11,000,000	6,500,000
\$1,261,750	\$1,299,602	\$1,338,590	11,500,000	7,000,000
\$1,313,250	\$1,352,647	\$1,393,226	12,000,000	7,500,000
\$1,405,492	\$1,364,750	\$1,447,863	12,500,000	8,000,000

ATTACHMENT 1

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

Application or Contract Number

Name of Organization

Address of Organization

ATTACHMENT 2
FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

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

AUDITS

PART I: FEDERAL REQUIREMENTS

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

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

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

PART II: STATE REQUIREMENTS

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

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

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

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

PART III: REPORT SUBMISSION

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

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

Office of the Inspector General
Single Audit Unit
The Centre, Suite 400-I
2415 Monroe Street
Tallahassee, Florida 32303
Email address: HQW.IG.Single.Audit@myflfamilies.com

- C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

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

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

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

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

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

PART IV: RECORD RETENTION

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

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



**REQUEST FOR PROPOSAL
CUSTOMER AUTHENTICATION SERVICES
DCF RFP 2021 025
PROGRAMMATIC EVALUATION MANUAL**

Evaluator Name: _____

Vendor Name: _____

Date of Response Evaluation: _____

Evaluator Signature: _____

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

1 GENERAL INSTRUCTIONS

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

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

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

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

- 1.5 Proposals shall be independently scored by each evaluator team. No collaboration is permitted during the scoring process. The same scoring principles must be applied to every response received, independent of other evaluators. Evaluators should work carefully to be as thorough as possible in order to ensure a fair and open competitive procurement. No attempt by Department personnel or others, including other evaluators, to influence an evaluator's scoring shall be tolerated.
- 1.6 If any attempt is made to influence an evaluator, the evaluator must immediately report the incident to the Procurement Officer. If such an attempt is made by the Procurement Officer, the evaluator must immediately report the incident to the Inspector General.
- 1.7 Only the rating sheets provided should be used. No additional notes or marks should appear elsewhere in the evaluation manual.
- 1.8 Evaluators may request assistance in understanding evaluation criteria and proposals only from the Procurement Officer and Subject Matter Experts via the Procurement Officer.
- 1.9 Questions related to the solicitation and the evaluations of the response should be directed only to:

Ashley Davis, Procurement Officer
Florida Department of Children and Families
2415 N Monroe St, Ste 400
Tallahassee, Florida 32303
Ashley.Davis@myflfamilies.com
- 1.10 After each evaluator has completed the scoring of each programmatic response, the scores are then submitted to the Procurement Officer for compilation. The Procurement Officer will average the total programmatic point scores by each evaluator to calculate the points awarded for each section along with the financial scoring for each vendor. Financial scoring is conducted by a financial evaluator. The two scores are added together with the highest scorer being awarded.
- 1.11 Following completion of the independent evaluations of the proposals, the Procurement Officer will hold a meeting to validate evaluator scoring. The purpose of the meeting is to ensure that their individual evaluation scores were captured correctly when preparing the total scores.

2 PROGRAMMATIC CRITERIA

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

Criteria
1. The Vendor's articulation of its solution and the ability of the solution to meet the requirements of this RFP and provide additional value.

2. The Vendor's ability to provide an innovative solution and capability to deliver the proposed solution/services to meet the Department's needs and provide additional value.
3. The Vendor's company structure, subcontractors, experience, and proven track record of successfully providing services similar to those specified in this RFP.
4. The skills and experience of the Vendor's leadership team, staff, and resources the vendor will use in implementing its solution.

3 PROGRAMMATIC RESPONSE POINT VALUES

The maximum score for the Programmatic Response is 800 points.

Reference	Criteria Description	Total Possible Points	Points Awarded (Completed by Evaluators)
Criterion 1: The Vendor's articulation of its solution and the ability of the solution to meet the requirements of this RFP and provide additional value. (Possible Points 250)			
Section 1.1	A. Understanding of the needs of the Department <ol style="list-style-type: none"> 1. Understanding of the business 2. Department customers 3. Department objectives and goals 4. Requirements (Poor – 18.75; Adequate –37.5; Good – 56.25; Exceptional –75)	75	
Sections 3.2 and 4.2.4 and APPENDIX IX	B. Overall approach and implementation strategy <ol style="list-style-type: none"> 1. Available data sources 2. System/Technical Requirements (Poor – 25; Adequate – 50; Good – 75; Exceptional – 100)	100	
Sections 3.2 and 4.2.4. and APPENDIX IX	C. Transition and project management approach <ol style="list-style-type: none"> 1. Project Schedule 2. Project Phases – Define, Design, Develop, etc. 3. Deliverables – approach and examples 	50	

	<ul style="list-style-type: none"> 4. Communication 5. Risk mitigation and issue resolution 6. Change Management <p>(Poor – 12.50; Adequate – 25.00; Good – 37.50; Exceptional – 50)</p>		
Section 4.2.4	<p>D. Approach to operations, maintenance, and recovery</p> <ul style="list-style-type: none"> 1. Continuous operations 2. On-going maintenance 3. Issue resolution 4. System recovery plan 5. Disaster Plan <p>(Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)</p>	25	
Total:		250	
Notes/Rationale:			

Reference	Criteria Description	Total Possible Points	Points Awarded (Completed by Evaluators)
Criterion 2: The Vendor's ability to provide an innovative solution and capability to deliver the proposed solution/services to meet the Department's needs and provide additional value. (Points Possible 200)			
Section 4.2.4 and APPENDIX IX	A. Solution overview <ol style="list-style-type: none"> 1. Solution impact on organizational agility of the Department 2. Solution impact on efficiency, quality and integrity of case processing 3. Automation of the solution as a whole 4. Flexibility of the solution and effort needed to change or add data services or data types/sources (Poor – 20; Adequate – 40; Good – 60; Exceptional – 80)	80	
Section 4.2.4 and APPENDIX IX	B. Customer Authentication <ol style="list-style-type: none"> 1. Federal requirements 2. Data sources (Poor – 15; Adequate – 30; Good – 45; Exceptional – 60)	60	
Section 4.2.4 and APPENDIX IX	C. Data sources and data quality <ol style="list-style-type: none"> 1. Data sources and Volume 2. Data elements available 3. Up to date information 4. Accuracy and reliability of data 5. Quality control measures (Poor – 15; Adequate – 30; Good – 45; Exceptional – 60)	60	
Total:		200	
Notes/Rationale:			

Reference	Criteria Description	Total Possible Points	Points Awarded (Completed by Evaluators)
Criterion 3: The Vendor's company structure, subcontractors, experience, and proven track record of successfully providing services similar to those specified in this RFP. (Possible Points 200)			
Sections 4.2.4, 4.2.5	A. Company profile and experience (Poor – 12.50; Adequate – 25.00; Good – 37.50; Exceptional – 50)	50	
	B. Subcontractor profile(s) and experience (Poor – 12.50; Adequate – 25.00; Good – 37.50; Exceptional – 50)	50	
	C. Evidence of past successes and ability to deliver (Poor – 12.50; Adequate – 25.00; Good – 37.50; Exceptional – 50)	50	
APPENDIX IX	D. Prime Vendor references (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
	E. Vendor's Subcontractor references (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
Total:		200	
Notes/Rationale:			

Reference	Criteria Description	Total Possible Points	Points Awarded (Completed by Evaluators)
Criterion 4: The skills and experience of the Vendor's leadership team, staff, and resources the vendor will use in implementing its solution. (Possible Points 150)			
Section 4.2.5	<p>Does the Vendor's description of staffing levels meet the performance standards required to properly perform these services? Does the Vendor have adequate administrative organizational structure to fulfill all the responsibilities under this contract? Does the Vendor sufficiently describe the role and responsibilities of their subcontractors under the contract?</p> <p>(Poor – 18.75; Adequate –37.5; Good – 56.25; Exceptional –75)</p>	75	
Sections 4.2.4 and 4.2.5	<p>What management, personnel (in-house and subcontracted) and other resources (facilities, equipment, software, etc.) will be committed to the contract?</p> <p>Poor – 12.50; Adequate – 25.00; Good – 37.50; Exceptional – 50)</p>	50	
APPENDIX IX	<p>How will those resources enable the Vendor to effectively deliver its proposed services?</p> <p>(Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)</p>	25	
Total:		150	
Notes/Rationale:			

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



REQUEST FOR PROPOSAL
CUSTOMER AUTHENTICATION SERVICES

DCF RFP 2021 025

FINANCIAL EVALUATION MANUAL

Evaluator Name: _____

Vendor Name: _____

Date of Response Evaluation: _____

Evaluator Signature: _____

1 GENERAL INSTRUCTIONS

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

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

- 1.3 When completing score sheets financial evaluators should record references to the sections of the Request for Proposal (RFP) and the written response materials which most directly pertain to the criterion and upon which their scores were based. More than one section may be recorded. Evaluators should not attempt an exhaustive documentation of every bit of information considered but only key information. In general, the reference statements should be brief. If the response does not address an evaluation criterion, evaluators should indicate "not addressed" and score it accordingly.
- 1.4 Each evaluator has been provided a copy of the RFP, including its appendices, any RFP amendments, and Vendor written inquiries and the written responses provided by the Department. Each evaluator will also be provided with a copy of each financial response

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

- 1.5 Proposals shall be independently scored by each evaluator. No collaboration is permitted during the scoring process. The same scoring principles must be applied to every response received, independent of other evaluators. Evaluators should work carefully to be as thorough as possible in order to ensure a fair and open competitive procurement. No attempt by Department personnel or others, including other evaluators, to influence an evaluator's scoring shall be tolerated.
- 1.6 If any attempt is made to influence an evaluator, the evaluator must immediately report the incident to the Procurement Officer. If such an attempt is made by the Procurement Officer, the evaluator must immediately report the incident to the Inspector General.
- 1.7 Only the rating sheets provided should be used. No additional notes or marks should appear elsewhere in the evaluation manual.
- 1.8 Evaluators may request assistance in understanding evaluation criteria and responses only from the Procurement Officer and Subject Matter Experts via the Procurement Officer.
- 1.9 Questions related to the solicitation and the evaluations of the response should be directed only to:

Ashley Davis, Procurement Officer
Florida Department of Children and Families
2415 N Monroe St, Ste 400
Tallahassee, Florida 32303
Ashley.Davis@myflfamilies.com
- 1.10 After each evaluator has completed the scoring of each financial response, the scores are then submitted to the Procurement Officer for compilation. The Procurement Officer will average the total financial point scores by each evaluator to calculate the points awarded for each section along with the programmatic scoring for each Vendor. Programmatic scoring is conducted by programmatic evaluators. The two scores are added together with the highest scorer being awarded.
- 1.11 Following completion of the independent evaluations of the proposals, the Procurement Officer will hold a meeting to validate evaluator scoring. The purpose of the meeting is to ensure that their individual evaluation scores were captured correctly when preparing the total scores.

2 FINANCIAL CRITERIA

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

Criteria	Relative Value	Possible Points
5. The Vendor's financial management approach, including proposed service efficiencies and ongoing approach to reduce administrative costs and expand services.	10%	100
6. The Vendor's proposed Budget and Cost Proposal	10%	100
TOTAL	20%	200

3 FINANCIAL RESPONSE POINT VALUES

Reference	Criteria Description	Total Possible Points	Points Awarded (Completed by Evaluators)
RFP Sections 4.3.2	5. To what extent does the Vendor describe its current financial management and accounting systems and capability by submitting copies of their independent financial and compliance audit report and/or certified financial statements for the two (2) most recent fiscal years? Does the Vendor submit with their documents 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, does the Vendor submit reviewed or compiled financial statements with the applicable Certified Public Accountant's report? (Poor – 25; Adequate – 50; Good – 75; Exceptional – 100)	100	

<p>RFP Section 4.3.3</p>	<p>6. Did the Vendor submit a Line Item Budget, a Budget Narrative, and a Cost Allocation Plan for each state fiscal year? To what extent does the financial proposal include an organized and thorough narrative that justifies each cost, explains how each cost was determined, and compares costs identified to similar costs in the service area? Does the Vendor's financial proposal include all staff costs needed to operate the program are identified? Does the Vendor's description of staff costs include a rate of pay, the amount of time devoted to the program, a narrative of fringe benefits provided and how they are determined, and a comparison of how the costs identified compare to other service providers in the service area offering similar services? Is the estimated cost of individual line items reasonable, allowable, and necessary? Does the Vendor describe in detail how it arrived at its indirect cost rate? Does the Vendor explain its methodology and justify the reasonableness of the proposed indirect cost rate? (Poor – 25; Adequate – 50; Good – 75; Exceptional – 100)</p>	<p>100</p>	
<p>Total:</p>		<p>200</p>	
<p>Notes/Rationale:</p>			