

**FLORIDA DEPARTMENT OF CHILDREN & FAMILIES
Central Region - Circuits 9/18**



CHILD PROTECTIVE INVESTIGATOR TRAINING PROGRAM

**INVITATION TO NEGOTIATE
ITN # C918-2010-NC-005**

INVITATION TO NEGOTIATE CHILD PROTECTIVE INVESTIGATOR TRAINING PROGRAM

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**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
CENTRAL REGION - Circuits 9/18**

**CHILD PROTECTIVE INVESTIGATOR TRAINING PROGRAM
INVITATION FOR NEGOTIATION
ITN: C918-2010-NC-005**

SECTION 1: INTRODUCTION

1.1 STATEMENT OF NEED

The Department of Children and Families, Central Region, Circuit 9 and Circuit 18 is in need of a Provider who will deliver a comprehensive and enhanced training program for child protective investigators, and deliver that training to designated child protective investigators and their supervisors. This training program shall consist of curriculum enhancement using the requirements from the appropriate child welfare laws, regulations and standard operating procedures as well as guidance from each circuit's management team. The selected provider will provide this service under a contract designed to provide child protective investigator training services for Orange and Brevard counties.

1.2 STATEMENT OF PURPOSE

This Invitation to Negotiate (ITN) is advertised to solicit a single qualified vendor who will successfully develop and deliver a creative and comprehensive professional Child Protective Investigation (CPI) training program whose curriculum will prepare, support and certify child welfare professional that are charged with the responsibility to investigate child abuse and neglect.

This comprehensive CPI training program shall be focused on the Florida Child Welfare Core Competencies, Chapter 39, Part III, F.S. and other pertinent departmental child welfare laws, rules and policies and as approved by the department. The successful vendor shall be expected to develop and deliver a CPI training program that consists of, but not be limited to:

- 1.2.1 A Pre-Service certification training course for newly employed department Child Protective Investigator (CPI) trainees.
- 1.2.2 An In-Service refresher training course(s) for current CPI's and their supervisors.
- 1.2.3 A formal Recertification program.
- 1.2.4 Other specified child welfare CPI training courses as identified by the Circuit 9 and Circuit 18 Operations Managers which are directed to enhance the professional expertise of their Child Welfare Professionals.
- 1.2.5. Accredited On-line and Distance Learning Module(s) where some completed modules may earn credits toward a Bachelor or Masters of Social Work (BSW/MSW) degree.

Staff size per circuit (at the time of ITN publication) is approximately:

Circuit 9 (Orange): 136 investigators and 23 supervisors

Circuit 18 (Brevard): 54 investigators and 10 supervisors.

1.3 **TERMS OF CONTRACT AND CONTRACT RENEWAL**

The initial term of this contract shall commence on the date of execution by the Department and shall extend for four (4) years, unless sooner terminated in accordance with other provisions of the contract subject to sufficient appropriation of funds by the State Legislature for this purpose. The anticipated initial contract period is July 1, 2010 through June 30, 2014.

The Department also retains the option to renew the contract for one additional, four (4) year option period. Such renewals shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and subject to the availability of funds.

Any renewal of this contract shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract. The renewal prices shall be as set forth on the attached bid sheets and shall also be subject to the availability of funds.

1.4 **DEFINITIONS**

- a. **Agency** – The Department, or specific county Sheriff’s Office’s or Community-Based Care (CBC) providers who are providing child welfare services to their local community.
- b. **Central Region** – The sixteen counties that comprise the geographical area of the Department of Children and Families – Central Region. These counties are: Brevard, Citrus, Marion, Martin, Hardee, Hernando, Highlands, Indian River, Lake, Polk, Seminole, Okeechobee, Orange, Osceola, St. Lucie, and Sumter. The Central Region is further subdivided into multiple circuits aligned to coincide with the local judicial circuit court system.
- c. **Certification** – Certification is the formal recognition process whereby an individual has demonstrated the knowledge, skills, abilities, values and attitudes necessary to competently discharge the duties of a Florida Child Protection Professional, as evidenced by the successful completion of all applicable classroom instruction, field training, testing, and job-performance requirements of his or her position classification. Unless accommodations are made by the employing agency to address an individual’s special or other circumstances, each individual in a position requiring certification must be certified within one (1) year of the employment/hire date. Absent special circumstances, certification is valid for a period of no longer than three (3) years.
- d. **Certification Cycle** – The period of time from when Child Welfare staff takes the Child Welfare written Pre-Test until they complete all certification requirements and pass the Field-Based Performance Assessment.

- e. **Certification Program** – For the purposes of this contract, the certification program refers to the Florida's Child Welfare Professional Certification and Trainer Certification Program. This program's curriculum is designed to train individuals charged with the responsibility to investigate child abuse and neglect, supervise abused and neglected children, and when necessary, secure permanent adoptive homes.
- f. **Child Protective Investigator (CPI)** – An authorized agent in a professional position within the Department or designated sheriff's office with the authority and responsibility of investigating reports of child abuse, neglect or abandonment received by the Florida Abuse Hotline as defined in Section 39.01(61), F.S.
- g. **Child Protection Professional** – Any Department or designated sheriff's office or contracted service provider employee who conducts, supervises, trains, or is in any capacity responsible for either the performance, oversight or the quality assurance review of investigations of reports of child abuse, neglect or abandonment. Child Protection Professionals are categorized into 10 certification categories (i.e. Child Protective Investigator, Child Protection Case Manager, Child Protection Licensing Counselor).
- h. **Child Welfare Certification Program** – The combination of curriculum, written tests and performance evaluation tasks necessary for child welfare staff to earn Child Protection Professional Certification, Child Protection Professional Supervisor Certification and/or Child Protection Professional Specialist Certification.
- i. **Child Welfare Services** – As defined in 402.40(2) (a), F.S. is any intake, protective investigation, pre-protective services, protective services, foster care, shelter and group care, adoption and related services, support services, supervision, and legal services provided to children who are alleged to have been abused, abandoned, or neglected, or who are at risk of becoming, are alleged to be, or have been found dependent pursuant to Chapter 39, Florida Statutes.
- j. **Circuit 9** – The specific geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 9 includes Orange and Osceola counties.
- k. **Circuit 18** – The specific geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 18 includes Brevard and Seminole counties, but for the purposes of this solicitation and subsequent contract, only Brevard County will require training services.
- l. **Community Based Care (CBC)** – A not-for-profit lead service agency with local community ownership ties in which the Department contracts for the delivery of foster care and other related child welfare services.

- m. **Core Competencies** – As described in Section 402.40(5)(a), F.S., “core competencies” refer to the range of fundamental and essential knowledge, skills, abilities, values and attitudes as determined by the Department of Children and Families, that every Child Protection Professional must achieve, demonstrate and maintain in order to competently perform his or her work responsibilities.
- n. **Corrective Action Plan** – An individualized, time-limited written contract between the individual, his or her supervisor, that supervisor’s supervisor, and a Certified Child Welfare Instructor (as well as any other appropriate individuals), which, at the discretion of the department, may be developed when the individual has failed to successfully carry out his or her job responsibilities or has otherwise failed to meet the Department’s job performance expectations, absent special or other circumstances accommodated by the department.
- o. **Department** – The Department of Children and Families (DCF).
- p. **Field-Based Performance Assessment** – A standardized, on-the-job, competency-based evaluation tool to determine if a trainee can perform essential job responsibilities to the minimum acceptable standards.
- q. **Field Training** – A portion of the pre-service training curriculum whereby the trainee is under the direct and constant supervision of a Certified Child Protection Professional supervisor and he/she is placed in the field to conduct “hands-on” training and familiarization (i.e. accompanying certified staff on home visits, court appearances or reviewing case record documentation).
- r. **In-Service Curriculum** – The aggregate of courses of study and testing, in a particular sequence, using specified instructional strategies to learn the basic knowledge, skills and abilities necessary to perform child welfare protective investigation and/or protective services duties.
- s. **In-Service Training** – A program designed to provide refresher training to existing child welfare staff to ensure that they have the job knowledge and skills necessary to perform their responsibilities in a satisfactory manner. In-Service training also consists of training existing staff on new rules, procedures and/or statutes as they are developed and presented by the department’s Family Safety Program Office.
- t. **On Line Training** – On-line training or “distance learning” is the process by which technology is used for education in ways where the trainee does not have to be physically be in the classroom. Access to the instructor is gained through technology such as the internet, interactive videoconferencing, or teleconferencing methods. On-line training may be self-paced or a timed learning experience.
- u. **Phase One Training** – The initial or Phase One of the pre-service training, consists of classroom training with intermittent days of field work.

- v. **Phase Two Training** – This section of the training is primarily field based. During this time the employee begins their job with close supervision by the team supervisor, and with consultation by a trainer.
- w. **Post-Test** – The administration of a competency-based criterion-referenced, proctored, written test which is administered at the conclusion of the formal pre-service training program. The purpose of this test is to measure the level of each trainee's basic knowledge of the Florida child protection laws, principles and policies and to gauge each individual's ability to apply these rules in the appropriate conditions. Successful passing of this test will allow the trainee to proceed with Phase II.
- x. **Pre-Service Training** – Basic classroom and field training provided to new hired child welfare staff to ensure that they have the job knowledge and skills necessary to perform their responsibilities in a satisfactory manner.
- y. **Pre-Test** – A Child Welfare Written Test which is administered at the beginning of the pre-service training curriculum. The pre-test is designed to record baseline data on each trainee's basic understanding of child protection issues prior to formal training and to provide the trainee with an opportunity to gain familiarity with the testing instrument as well as some of the curriculum course content.
- z. **Re-Certification** – The Process whereby the certification of a currently Certified Child Protective Investigations Professional or Child Protection Case Management Professional must be renewed every three (3) years, based upon the individual's continuing ability to satisfy on-going training requirements, and meet both the demands of the job and the expectations of the department. Unless accommodations are made by the Department to address an individual's special or other circumstances, each individual in a position requiring certification must either be recertified within three (3) years of the date of the most recent (current) certification, or enter into a Recertification Plan.
- aa. **Remedial Training Plan** – An individualized, time-limited written contract between the trainee, his or her supervisor, and a Certified Child Welfare Trainer, which shall be developed when the trainee has failed to successfully complete his or her first attempt of the post-test, absent special or other circumstances accommodated by the Department.
- bb. **Re-Test** – The second administration of the Child Protection Written Test for those trainees who score between 75% through 79% on their post-test.
- cc. **SACWIS** – "Statewide Automated Child Welfare Information System" (i.e., FSFN), means the department's statewide automated system containing all reports, investigations, special conditions referrals, child-on-child sexual abuse reports and related child safety assessments and safety actions or plans and cases regarding child abuse, neglect or abandonment and pertinent information regarding all activities involved in investigative and some case management functions, including the Child's Resource Record. The SACWIS

is the state's primary record for each investigation and case and all documentation requirements of the system shall be met.

- dd. **SkillNET System** – The Department's official Learning Management System used to track trainees' progress in ongoing training programs. This system is the official electronic training database record for state reporting purposes.
- ee. **Supervising for Excellence** – This program refers to the Department approved curriculum for Child Welfare/Child Protection supervisors which address a certification process for CPI supervisors. The supervisors' participation in this training is subsequent to successful completion of all certification activities, including the Performance Assessment. Not to be confused with the Department's Human Resource Department's initiative for all supervisors employed by the department.
- ff. **Trainee** - A participant in the State of Florida Child Welfare Training Program. A trainee remains in this status during the entire period of time he or she is in pre-service training. During this time, the trainee may only assist Child Protection staff in the performance of their job duties, if he or she is accompanied by and under the direct and constant supervision of a Certified Child Protection Professional. Upon successful completion of the Phase I post-test, the trainee is eligible to progress to Phase II, and may assume the role and responsibilities of a Child Protection Professional.
- gg. **Training Activity** – Delivery of Child Welfare In-Service curriculum training programs such as the administration of the Child Welfare Written Test for pre-test, post-test, re-test and certification waiver test purposes, and Field-Based Performance Assessment evaluation services.
- hh. **Training Delivery** – Any method of transferring course offerings to trainees. Variants are instructor-led training, web-based distance learning, self-paced learning, and structured on-the-job training.
- ii. **Waiver Test** – The competency-based, criterion-referenced, proctored, written (or on-line) test which, at the discretion of the department, may be administered to an individual whose credentials and qualifications meet the minimum educational and experiential criteria of a Child Protection Professional as outlined in Rule 65C-33.011, F.A.C. The waiver test is designed to measure the level of the individual's basic knowledge of Florida child protection laws, principles and policies, and to assess the individual's ability to appropriately integrate and apply fundamental child welfare/child protection concepts in his or her decision-making, when determining how best to meet the safety, permanence and well-being needs of a child.
- jj. **Written Test** – A competency-based, criterion-referenced test designed to measure the basic knowledge required for trainees.

2. ITN PROCESS

2.1 CONTACT PERSON

The following Department of Children and Families employee will serve as the liaison for any on-going administration of this subsequent contract and the resolution of any problems related thereto. The sole point of contact for this ITN is:

Noel Campbell
Department of Children and Families
400 W. Robinson Street, Suite S1118
Orlando, Florida 32801
Email: Noel_W_Campbell@dcf.state.fl.us

2.2 POSTING

2.2.1. All notices, clarifications, inquires, responses to inquires, decisions, intended decisions and other matters relating to this solicitation will be electronically posted on the MyFlorida.com web site at:

http://vbs.dms.state.fl.us/vbs/main_menu.

2.2.2 Clarifications or addenda to this ITN will be electronically posted on the Vendors Bid System at the following address:
http://vbs.dms.state.fl.us/vbs/main_menu.

2.2.3 It is the responsibility of prospective vendors to check the Vendors Bid System website for all communication including clarifications or addenda to this ITN.

2.2.4 If the website is down, as an alternative, complete the following steps:

2.2.4.1 Go to www.myflorida.com

2.2.4.2 Click on BUSINESS on left side of screen on My Florida.com home page.

2.2.4.3 Click on "Doing Business with the State".

2.2.4.4 Under "Everything for Vendors and Customers", click on Vendor Bid System (VBS).

2.2.4.5 Click on Search Advertisements

2.2.4.6 Under "Advertisement Type", click on Agency Decisions and Notices or Competitive Solicitations.

2.2.4.7 Under "Agency" click on Department of Children and Families.

2.2.4.8 Scroll down to bottom of screen and click on Initiate Search.

2.3 VENDOR DISQUALIFICATION

In addition to the criteria being used to determine the viability of the proposal, the Department may also disqualify a vendor proposal based on the vendor's status using the following criteria:

- 2.3.1 A previously failure to satisfactorily perform a contract with the Department of Children and Families, after being notified of the unsatisfactory performance, and failed to correct the deficiencies.
- 2.3.2 Terminated for cause by any State of Florida departmental agency.
- 2.3.3 Poor or failing financial resources of the vendor to perform the contract.
- 2.3.4 Whether the vendor is in arrears to the State of Florida on a contract/grant, or is in default on surety to the State, or whether the vendor's taxes are delinquent.
- 2.3.5 The vendor is currently under suspension or debarment by the state or any other governmental entity.
- 2.3.6 The vendor is currently under investigation or has been convicted in the past ten (10) years for any act prohibited by law in any state jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

2.4 LIMITATIONS ON CONTACTING DEPARTMENTAL PERSONNEL

Prospective vendors shall not contact any Department employee after submission of their proposal documentation. Prior to proposal submission, questions may be directed to the point of contact listed in Section 2.1., of this ITN. Any occurrence of a violation of this requirement may result in the disqualification of the prospective vendor.

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2.5 SCHEDULE OF EVENTS AND DEADLINES

ACTIVITY	DUE DATE	TIME	ADDRESS
ITN Advertised & Released	Apr 12, 2010	9:00 a.m.	MyFloridaMarketPlace electronic posting site: http://vbs.dms.state.fl.us/vbs/main_menu
Notice of Intent to Submit a Reply Received by the Department (NLT)	Apr 21, 2010	10:00 a.m.	Department of Children and Families Attn: Noel Campbell 400 W. Robinson Street, Room: <u>S1118B</u> Orlando, Florida 32801
Deadline for Submission of Inquires (NLT)	Apr 30, 2010	1:00 p.m.	Department of Children and Families Attn: Noel Campbell 400 W. Robinson Street, Room: <u>S1118B</u> Orlando, Florida 32801
Deadline for Response to Inquires (NLT)	May 6, 2010	1:00 p.m.	MyFloridaMarketPlace electronic posting site: http://vbs.dms.state.fl.us/vbs/main_menu
Deadline for all Sealed Replies (NLT)	May 28, 2010	1:00 p.m.	Department of Children and Families Attn: Noel Campbell 400 W. Robinson Street, Room: <u>S1112</u> Orlando, Florida 32801
Open all Replies & Review Mandatory Criteria	May 28, 2010	1:10 p.m.	Department of Children and Families Attn: Noel Campbell 400 W. Robinson Street, Room: <u>S1112</u> Orlando, Florida 32801
Initial Meeting Evaluation Team	Jun 1, 2010	10:00 a.m.	Department of Children and Families 400 W. Robinson Street, Room: <u>S1112</u> Orlando, Florida 32801
Debriefing Meeting Evaluation Team	Jun 7, 2010	10:00 a.m.	Department of Children and Families 400 W. Robinson Street, Room: <u>S1112</u> Orlando, Florida 32801
Posting of Reply Scores and Notice of Intent to Negotiate	Jun 8, 2010	10:00 a.m.	MyFloridaMarketPlace electronic posting site: http://vbs.dms.state.fl.us/vbs/main_menu
1 st Negotiation Meeting	Jun 10, 2010	10:00 a.m.	Department of Children and Families 400 W. Robinson Street, Room: <u>S1112</u> Orlando, Florida 32801
2 nd Negotiation Meeting	Jun 15, 2010	10:00 a.m.	Department of Children and Families 400 W. Robinson Street, Room: <u>S1112</u> Orlando, Florida 32801
3 rd Negotiation Meeting	Jun 18, 2010	10:00 a.m.	Department of Children and Families 400 W. Robinson Street, Room: <u>S1112</u> Orlando, Florida 32801
Posting of Notice of Intent to Award	Jun 22, 2010	9:00a.m.	MyFloridaMarketPlace electronic posting site: http://vbs.dms.state.fl.us/vbs/main_menu
Anticipated Effective Date of Contract	Jul 1, 2010	N/A	N/A

2.6 NOTICE OF INTENT TO SUBMIT A REPLY

Prospective vendors who are interested in responding to this ITN may submit a **“Notice of Intent to Submit A Reply” (Appendix I)**, by the date and time provided in Section 2.5., Schedule of Events and Deadlines. The notice must be sent to the contact person identified in Section 2.1. Failure to submit a Notice of Intent to

Submit a Reply by the date and time specified does not preclude an interested vendor from submitting a proposal in response to this ITN.

2.7 MANDATORY CRITERIA

Submitted replies will be opened at the time and place specified in Section 2.5., Schedule of Events and Deadlines. Mandatory criteria are requirements determined to be absolutely necessary for the evaluation of submitted replies without which the replies will be determined to be non-responsive and ineligible for further review. **Mandatory Criteria Evaluation Form, Appendix II**, contains all mandatory criteria to be verified prior to evaluation. It is the vendor's responsibility to ensure that all required documents are submitted with the reply according to the instructions herein.

2.8 WRITTEN INQUIRIES AND RESPONSES

2.8.1 Written Inquiry Submissions

Only written inquiries may be submitted to the contact person identified in Section 2.1. Inquiries via telephone are not permitted. Written inquiries may be submitted either by hand delivery, courier, U.S. Postal Service, or email to the contact person. The vendor is responsible for selecting the appropriate means for delivery and is responsible for ensuring that sufficient time is allowed for delivery.

2.8.2 Deadline for Inquires/Questions

The deadline for submission of all inquires/questions must be **received** by the department and the date and time specified in Section B.5., Schedule of Events and Deadlines. Any inquiry/question received after this specified date and time will not be addressed. The Department is not responsible for lost or misdirected submissions.

2.8.3 Responses to Inquires

A copy of responses to all inquires; and clarifications and/or addenda if made to the ITN will be made available through electronic posting on the MyFlorida.com website at: http://vbs.dms.state.fl.us/vbs/main_menu.

2.9. WITHDRAWAL OF REPLY

A written request for withdrawal, signed by the vendor, may be considered if received by the Department within 72 hours after the bid opening time and date indicated in Section 2.5., Schedule of Events and Deadlines. A request received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious error on the part of the prospective vendor pursuant to Rule 60-A.1.002(8), Florida Administrative Code.

2.10. ACCEPTANCE/REJECTION OF REPLIES & WAIVER OF MINOR IRREGULARITIES

2.10.1 Reply Deadline

Replies must be received by the Department not later than the date specified in Section 2.5., Schedule of Events and Deadlines. Any reply submitted shall remain a valid offer for at least 90 days after the reply submission date. No changes, modifications, or additions to the reply submitted after the deadline for replies will be accepted by or be binding on the Department after the deadline for submitting replies has passed.

2.10.2 Receipt Statement

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

2.10.3 Right to Waive Minor Irregularities Statement

The Department reserves the right to reject any and all replies or to waive minor irregularities when to do so would be in the best interest of the State of Florida.

Minor irregularity is defined as a variation from the ITN terms and conditions, which does not affect the price of the reply, or give the vendor an advantage or benefit not enjoyed by other vendors, or does not adversely impact the interest of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so whatsoever. All replies accepted by the Department are subject to the Department's terms and conditions and any additional terms and conditions submitted by the vendor(s) will be rejected and shall have no force and effect. The Department reserves the right to withdraw this ITN even after an award is made.

2.11 POSTING OF RESPONSE SCORES

The results of the response scoring shall be posted electronically at the following electronic posting site: http://vbs.dms.state.fl.us/vbs/main_menu

2.12 POSTING OF INTENT TO AWARD

2.12.1 The "Notice of Intent to Award" shall be electronically posted for 72 hours (3 working days, excluding Saturday, Sunday and state holidays) by the date specified in Section 2.5., Schedule of Events and Deadlines at the following electronic posting site: http://vbs.dms.state.fl.us/vbs/main_menu.

2.12.2 If no written notice of protest is filed during this posting timeframe, the intended contract award becomes final.

2.13 NEGOTIATION

The Department may negotiate with one or more vendor(s) for the provision of the CPI Training program in Circuit 9 and 18 (Orange and Brevard Counties) based on results of the ITN Evaluation Criteria Summary and Evaluation Criteria results. The contract resulting from this ITN will specify the tasks the provider will perform regarding the Child Protective Investigator training services.

Should the Department begin negotiations with more than one vendor, the negotiations shall not be construed as a contract award. Only one vendor will be awarded the resulting contract.

2.14 PROTESTS AND DISPUTES

Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation or decision or intended decision.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), F.S., SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

When protesting a decision or intended decision the protestor must post a bond equal to one percent (1%) of the Department's estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, the Department shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to section 120.57(3) F. S. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding.

FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.

In lieu of a bond, the Department may accept a cashiers check, official bank check, or money order in the amount of the bond.

3. MINIMUM PROGRAMMATIC REQUIREMENTS

3.1 GENERAL STATEMENT

The resultant contract will require the successful vendor to design, develop and deliver an annual comprehensive Child Welfare Child Protective Investigation (CPI) training program for designated Circuit 9 and Circuit 18 department employees.

This training program will successfully prepare, support and certify child welfare professional certification candidates who are charged with the responsibility to investigate child abuse and neglect, supervise abused and neglected children in their own homes/foster care, and when necessary, secure permanent adoptive placements. This will be accomplished through a series of classroom instruction, computer laboratory sessions, field training, observation, feedback, one-on-one consultation, formal testing techniques, and technical assistance.

3.2 PROGRAMMATIC AUTHORITY

The successful vendor must comply with all applicable Federal and State laws, regulations, action transmittals, and program instructions to include, but not be limited to:

- 3.2.1 Chapter 39, Part III, F.S. Proceedings Relating to Children, dated July 1, 2009 and as amended from time to time.
- 3.2.2 Section 402.40 F.S. Child Welfare Training, and as amended from time to time.
- 3.2.3 Rule 65C-33.001 through 65C-33.013 F.A.W. and as amended from time to time.
- 3.2.4 Chapter 287, Part I, F.S. Procurement of Personal Property and Services, and as amended from time to time.
- 3.2.5 Section 20.19(1)(c), F.S. Department of Children and Families, Mission and Purpose. This legislation authorizes the department to contract for these services.

3.3 ELIGIBLE VENDORS

Participation is limited to any public post secondary institution in the state of Florida that is accredited by the Southern Association of Colleges and Schools.

3.4 SCOPE OF SERVICE

- 3.4.1 The successful vendor shall be required to develop and deliver a comprehensive professional Child Protective Investigation (CPI) training program whose program will train, assist, support and certify child welfare professionals (including supervisors) who are charged with the responsibility to investigate alleged incidents of child abuse and neglect. This program shall be accomplished on an annual basis and shall be through a series of classroom instruction, FSFN familiarization training, field training, on-line distance learning, formal testing, instructor observation, feedback, one-on-one consultation, technical assistance and shall be coordinated and supported utilizing the Department's Individual Development Plan (IDP) program.
- 3.4.2 The anticipated initial four (4) year contract period is from July 1, 2010 through June 30, 2014. If activated, the anticipated four (4) year renewal contract period is July 1, 2014 through June 30, 2018.

- 3.4.3 While it is recognized that the Department and the successful vendor will initially collaborate on course/module design and delivery, it is the department's desire to have a comprehensive pre-service training program in place as quickly as possible after contract execution to ensure that qualified CPI staff are available to conduct their duties.

3.5 MAJOR PROGRAM GOALS

- 3.5.1 Ensure that designated Circuit 9 and Circuit 18 child protective investigators and their supervisors obtain the knowledge, skills, abilities, values and attitudes to professionally and competently carry out their work responsibilities to adequately protect children from abuse, abandonment, neglect or those who are at risk.
- 3.5.2 Positively influence the quality of decisions made regarding children and families who require assistance from child welfare services.
- 3.5.3 Positively influence the quality of care provided to children who are at risk of being or have been removed from their home due to abuse, abandonment or neglect.
- 3.5.4 Ensure that Child Welfare Professionals performing protective investigation services understands his/her obligation to continuously assess child safety, permanency and well-being needs throughout the life of each child protection case.
- 3.5.5 Ensure that each person delivering child welfare services are exposed to the principles of Family Centered Practice theory as espoused by the National Resource Center for Family-Centered Practice (NRCFCP).
- 3.5.6 Ensure that each person delivering child welfare services is presented with the current knowledge of all applicable federal law, state statutes, rules and Department policies related to child welfare protective investigation services.

3.6 CLIENT GENERAL DESCRIPTION

Not applicable to this ITN.

3.7 CLIENT ELIGIBILITY

Not applicable to this ITN.

3.8 CLIENT DETERMINATION

Not applicable to this ITN.

3.9 CLIENT CONTRACT LIMITS

Not applicable to this ITN.

3.10 TASK LIST

Tasks to be performed under the resultant contract will include a full array of adult training techniques, introduction and reconfirmation of the Child Welfare Core Competencies, testing and evaluation protocols and other educational training modules which will prepare CPI's and their supervisors for the making educated - well informed decisions regarding alleged incidents of child abuse and neglect.

3.11 TASK LIMITS

The successful vendor shall not perform any tasks related to this project other than those described in Section 5.4, Description of Approach to Performing Required Tasks without the express written consent of the Department.

3.12 STAFFING LEVELS

- 3.12.1 Each prospective vendor shall include in their reply their proposed staffing plan for professional, technical, administrative, and clerical support. The successful vendor shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities.
- 3.12.2 In the event the Department determines the successful vendor's staffing levels do not meet service requirement needs as stated in the reply, it shall advise the successful vendor in writing and the successful vendor shall have 30 days to remedy the identified deficiencies.

3.13 PROFESSIONAL QUALIFICATIONS

- 3.13.1 The minimum qualifications of staff described in the successful vendor's reply shall be described in the vendor's position description narratives submitted with the vendor's reply to the ITN. Documentation of the qualifications and resumes/curriculum vitae of incumbent professional staff may also be submitted with the vendor's reply.
- 3.13.2 Senior Trainers and Trainer staff shall have a minimum of two (2) years of documented protective investigation experience, and that documented experience shall be submitted with each vendor's response to the ITN. Instructional Designers (if utilized) should have at least one (1) year experience in designing university level educational courses.
- 3.13.3 Trainer Certification Program. All instructional staff (including supervisors) that performs CPI platform instruction shall complete the Department's Trainer Certification Program" within 6 months of the date of contract execution and/or employment hire date.

3.14 STAFFING CHANGES

- 3.14.1 Upon change or vacancy in any of the full time equivalent positions described in the vendor's reply to the ITN, the successful vendor shall notify the contract manager, in writing, within five (5) calendar days of the change or vacancy.

- 3.14.2 The successful vendor may make staffing changes for those staff funded either in whole or in part using funds from this contract only with prior written approval of the contract manager. The contract manager shall be notified in writing when a change of incumbent staff is requested. Such written notification shall include the candidate's name, the position title, starting date, recommended salary which shall not exceed the amount associated with the position in the successful vendor's approved budget.
- 3.14.3 The successful vendor shall replace any staff whose continued presence would be detrimental to the success of the contract with a staff or equal or superior qualifications. Such actions may be initiated by either the department or the successful vendor.

3.15 SUBCONTRACTORS

With prior consent from the Department, the successful vendor may enter into written subcontract(s) for performance of certain specific functions under the resultant contract. Functions specifically prohibited from being subcontracted are: platform instruction.

3.16 SERVICE DELIVERY LOCATION

Training courses/modules shall be delivered in various training locations located within Orange, and Brevard counties as proposed in the vendors reply to the ITN and agreed upon by the successful vendor and department management. Service delivery locations shall be posted and kept current on the approved department training calendar and department intranet website.

3.17 SERVICES TIMES

- 3.17.1 The successful vendor's administrative hours shall be during normal department business hours, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. excluding state holidays unless the Department approves other arrangements on a case-by-case basis.
- 3.17.2 Starting and ending times for formal classroom training will be different for each training course but will typically start no earlier than 9:00 a.m. and shall not go beyond 4:30 p.m., Monday through Friday (excluding state holidays).
- 3.17.3 Dates and times for various training courses/modules will vary throughout the fiscal year depending on the course curriculum. Training dates and times shall be coordinated in advance with the Circuit 9 and Circuit 18 Operations Managers and/or Circuit Administrators.

3.18 CHANGES IN LOCATION

The successful vendor shall notify the contract manager, in writing, thirty (30) calendar days in advance of any changes in the street or mailing address,

telephone number, electronic mail address, or facsimile number that affects the department's ability to contact the successful vendor.

3.19 EQUIPMENT

The successful vendor shall maintain sufficient equipment and supplies to deliver the agreed upon contracted services.

3.20 RECORDS AND DOCUMENTATION

- 3.20.1 To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public records" as defined in Section 119.011, F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119.01(2)(f), F.S., or otherwise. It is expressly understood that the successful vendor's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract, which results from this ITB that entitles the Department to unilaterally cancel the contract agreement. The successful vendor will be required to promptly notify the Department of any requests made for public records.
- 3.20.2 Unless state or federal law requires a greater retention period, all documents pertaining to the program contemplated by this ITB shall be retained by the successful vendor for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During the records retention period, the successful vendor agrees to furnish, when requested to do so, all documents required to be retained. The vendor shall maintain such records in whatever reasonable format is required by the Department at the time, at the vendor's expense. Data files will be provided in a format readable by the Department.
- 3.20.3 The successful vendor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful vendor further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the successful vendor of confidential records whether public records or not and promises to defend the Department against the same at its expense.
- 3.20.4 The successful vendor shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

3.21 REPORTS

- 3.21.1 In it's response to the ITN; the vendor shall propose the types of reports, their description/purpose/intent, the frequency of submission and number of copies to be submitted to the Department. The number of reports and the information they contain should accurately reflect the success (or shortcomings) of the CPI training program. The Department and the successful vendor shall finalize all reports and report content/format during final negotiations. Examples of required reports are offered in the following table:

SAMPLE

	Report Title	Reporting Frequency	Report Due Date	# of Copies
1	Annual CPI Training Schedule	1/year	May 15 th	4
2	Approved CPI Training Curriculum	1/yr	May 15 th	4
3	Phase I Training Enrollment	Per Class	Monthly	3
4	Phase I Training Graduates	Per Class	Monthly	3

- 3.21.2 Where the resulting contract requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall require a separate act in writing. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The Department, at its option, may allow additional time within which the successful vendor may remedy the objections noted by the Department or the Department may, after having given the successful vendor a reasonable opportunity to complete, make adequate or acceptable, and declare this agreement to be in default.

3.22 PERFORMANCE MEASURES

- 3.22.1 **90%** of the trainees will successfully complete Pre-Service training as evidenced by a score of 80% or higher on the written post-test exam.
- 3.22.2 **90%** of the trainees employed 12 consecutive months, post hire date, will successfully complete the field based assessment and obtain certification.
- 3.22.3 **100%** of the trainees who scored between 75% and 79% on the Pre-Service written post-test exam will be assigned a trainer who will conduct remedial training and mentor the trainee to improve his/her skills prior to re-taking the written post-test exam.
- 3.22.4 **98%** of the trainees re-taking the written Pre-Service written post-test exam shall pass with a score of 80% or higher.
- 3.22.5 **98%** of the trainees will successfully complete In-Service training as evidenced by a score of 80% or above on the written post-test exam.
- 3.22.6 **98%** of Child Protective Investigators eligible for certification will maintain a current certification certificate.

3.23 DESCRIPTION OF PERFORMANCE MEASUREMENT TERMS

- 3.23.1 Outcomes - Quantitative indicators that can be used by the Department to objectively measure performance toward a stated goal.
- 3.23.2 Outputs - Process which measures the quality of services.
- 3.23.3 Performance Measures - Quantitative indicators, outcomes and outputs that can be used by the Department to objectively measure the Providers performance.

3.24 PERFORMANCE EVALUATION METHODOLOGY

Measurement of Outcomes. The Department will calculate the performance measurement outcomes as follows:

- 3.24.1 For the performance measure listed in Paragraph 3.22.1:

Numerator – The number of Pre-Service trainees who successfully complete the Pre-Service training module and passed the written post-test exam with a score of 80% or higher.

Denominator – The total number of Pre-Service trainees enrolled in the training session at the time the written post-test exam is taken.

- 3.24.2 For the performance measure listed in Paragraph 3.22.2:

Numerator – The number of trainees who pass the field based assessment test.

Denominator – The total number of trainees employed 12 consecutive months, post hire date.

- 3.24.3 For the performance measure listed in Paragraph 3.22.3.:

Numerator – The number of Pre-Service trainees that scored between 75% and 79% on the written post-test exam.

Denominator – The number of Pre-Service trainees that scored between 75% and 79% on the written post-test exam after being assisted by a mentor.

- 3.24.4 For the performance measure listed in Paragraph 3.22.4.:

Numerator – The number of Pre-Service trainees retaking the exam who scored 80% or higher on the written post-test exam.

Denominator – The total number of Pre-Service trainees retaking the written post-test exam.

3.24.5 For the performance measure listed in Paragraph 3.22.5.:

Numerator – The number of In-Service trainees who successfully complete the In-Service training module who scored 80% or higher on the written post-test exam.

Denominator – The number of In-Service trainees enrolled in the training session at the time the written post-test exam is given.

3.24.6 For the performance measure listed in paragraph 3.22.6.:

Numerator – The number of CPI employees who maintain a current certification certificate.

Denominator – The total number of CPI employees eligible for certification.

3.24.7 By execution of the resultant contract, the prospective vendor 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 below. If the vendor fails to meet these standards, the department, at its exclusive option, may allow up to six months for the vendor to achieve compliance with the standards. If the Department affords the vendor an opportunity to achieve compliance and the vendor fails to achieve compliance within the specified time frame; the Department must cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

3.25 VENDOR RESPONSIBILITIES

3.25.1 The successful vendor is solely and uniquely responsible for the satisfactory performance of the tasks described in the resultant contract. By accepting the contract the successful vendor recognizes the singular responsibility for the tasks, activities and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting the accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance whether performed by the vendor or its subcontractors.

3.25.2. The successful vendor 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 the resulting contract.

3.25.3 Health Insurance Portability and Accounting Act. The successful vendor shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S. C. 1320d.) as well as all regulations promulgated there under (45 CFR Parts 160, 162, and 164).

3.25.4 The successful vendor may request written technical assistance from the contract manager when deemed necessary to facilitate compliance with the resultant contract requirements. The Departments' failure to provide such technical assistance does not relieve the successful vendor of its responsibilities to ensure compliance with all state and federal laws, rules, and regulations or performance under the terms of this resultant contract.

During the term of the resultant contract, the successful vendor shall be responsible for ensuring that its employees and agents, whenever on the department's premises, obey and comply with all rules, policies, orders and/or requests relating to performance, rules of behavior, work schedule, safety, appearance, conduct, including without limitation, those related to alcohol, drugs, safety, security, smoking, controlled substances, and/or weapons and any other standards and procedures which must be adhered to by Department employees and successful vendor employees as in effect from time to time. It is expressly understood that the Department may require the execution of agreements acknowledging compliance with Department policies prior to allowing employees, agents and representatives of the successful vendor to access Department facilities.

- 3.25.5 Confidentiality Statement. Due to the sensitivity of the Department information and data, the successful vendor shall require all employees to read and sign a **Confidentiality Statement, Appendix III**, prior to performing any duties under this contract. A copy of such statement shall be maintained in the staff members employment file and made available to the contract manager upon request.
- 3.25.6 Background Screening. As a condition of employment or continued employment, the successful vendor shall, in accordance with 110.1127(3)(a) F.S. and 435.04 F.S., conduct a Level II security background investigation for each employee or potential employee who has or will have access to FSFN data or other department data. The successful vendor will take appropriate action against any employee or potential employee whose background check reveals significant negative responses.
- 3.25.7 Security Awareness.
 - 3.25.7.1 Security Agreement Form – Each instructional faculty member having access to Department generated data (i.e. FSFN) shall complete and sign a **Security Agreement Form (CF-114), Appendix IV**, within thirty (30) days of contract execution and every twelve months thereafter until contract expiration or termination. Completed forms shall be submitted to the contract manager.
 - 3.25.7.2 Security Awareness Training – Each instructional staff member employed under the provisions of the resultant contract who has access to confidential department information shall complete the Department's annual security awareness training program and provide a copy of the training certificate to the department's contract manager.
- 3.25.8 Provider Identification Badges. When accessing Department service sites, the successful vendor's employees shall wear and display an official Vendor Identification Badge.

3.26 COORDINATION WITH OTHER PROVIDERS/ENTITIES

- 3.26.1 Upon the effective date of the resulting contract, the successful vendor may be required to coordinate some tasks with external entities and/or organizations in order to fully implement the requirements of the CPI Training program. By providing integrated services, working agreements with these entities may help clarify roles and responsibilities and establish a shared vision for improving outcomes for the CPI Training program.
- 3.26.2 The failure of other providers, entities, or subcontractors to cooperate or properly perform service does not relieve the successful vendor of any accountability for tasks or services that the successful vendor is obligated to perform.

3.27 DEPARTMENT OBLIGATIONS

- 3.27.1 The Department shall actively participate in curriculum and course design and shall assist with coordinating training schedules and providing feedback on course and training materials improvement initiatives.
- 3.27.2 Upon request, the Department shall provide technical assistance and expertise in an expeditious manner when problems and/or issues arise regarding policy questions, timeframes, and other related topics.
- 3.27.3 The Department, utilizing the state wide Child Welfare Training Academy contract, to assist with the development of the approved training curriculum.
- 3.27.4 The Department is responsible for ensuring that selected trainees will attend each scheduled training course in order to maximize class size and participation.
- 3.27.5 The Department is responsible for maintaining and providing access to the *SkillNet* system and FSN system.
- 3.27.6 The Department is responsible for making available the annual security awareness training to all applicable Provider employees.

3.28 MONITORING REQUIREMENTS

Programmatic and administrative monitoring will be performed during the contract period in accordance with *CFOP 75-8, The Department of Children and Families Contract Monitoring Operating Procedures*. A copy of which may be obtained from the contact person listed in Section 2.1, of this ITN.

4. FINANCIAL SPECIFICATIONS

4.1 FUNDING SOURCE

The anticipated funding sources for the resulting contract are: General Revenue, Child Welfare Training Trust Fund, Children and Family Tobacco Settlement Trust Fund, and Welfare Transition Trust Fund. These funds are subject to availability.

4.2 FUNDING AMOUNT

The estimated annual funding available for the resultant contract is **\$356,670.00**, subject to availability.

4.3 ALLOWABLE COSTS

- 4.3.1 The Department reserves the right to negotiate the line item budget and budget narrative for each proposed unit price to ensure allowable, reasonable and necessary expenditures.
- 4.3.2 Prospective vendors must include only those costs identified as allowable costs in accordance with the Office of Management and Budget (OMB) Circular A-21, *Cost Principles for Higher Institutions*, which is applicable for this ITN.
- 4.3.3 Costs for property including Information and Technology (IT) resources will be considered. Property is defined as equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature, with the normal expected life of one (1) year or more.
- 4.3.4 Administrative costs, including any indirect costs that are administrative in nature shall not exceed 10% of the total operating costs of the proposed budget.
- 4.3.5 Prospective vendors shall submit a line item budget and a complete narrative using the suggested format specified in the **Line Item Budget and Budget Narrative (sample), Appendix XI**. The format is merely a suggested format and the vendor may modify their submission to succinctly display their budget as needed. The proposed budget should proposed total costs for the proposed contract period beginning July 1, 2010 through June 30, 2014. 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 four additional renewal years.
- 4.3.6 Restriction of Expenditures. Items expressly prohibited from purchase with these contract funds include but are not limited to items such as: flowers, awards or plaques, meals (excluding meals associated with travel per Chapter 112, F.S.) including bottled water, snacks, refreshments, entertainment, and promotional items that do not have a specific statutory authority including but not limited to ribbons and wrist bands.
- 4.3.7 Expenditures shall meet the minimum requirements established by the Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing, Reference Guide for State Expenditures, which is available at the Department of Financial Services website.

4.4 INVOICING AND PAYMENT OF INVOICES

- 4.4.1 The resultant contract will be fixed price (unit cost) contract. The successful vendor shall request payment on a monthly basis through the submission of a properly completed invoice within fifteen (15) calendar days following the end of the month for which payment is being requested.

Payment due under the contract will be withheld until the Department has confirmed delivery of the negotiated services.

- 4.4.2 The Department will have up to five (5) working days from receipt of the invoice to approve, disapprove in its entirety, or disallow certain proposed expenditures listed. Approved invoices will be processed expeditiously for prompt payment. Disallowance of the deliverables will result in the rejection of the invoice. The Department will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by the vendor in order to process the invoice for payment. The vendor will have five (5) working days from the date of rejection of the initial invoice to correct and resubmit it for payment.

5. INSTRUCTIONS TO VENDORS

5.1 GENERAL INSTRUCTIONS TO RESPONDENTS, PUR 1001

The PUR 1001 (**Appendix V**), is part of this ITN, and contains instructions explaining the solicitation process and the actions necessary to respond to a solicitation. This ITN contains additional materials and guidance. The terms and conditions of the ITN take precedence over the terms and conditions of the PUR 1001 form unless the contradictory term in the form is statutorily required. Vendors are not required to sign and return the PUR 1001 form with their response to this ITN. By submitting a bid, the vendor agrees to comply with all terms and conditions of this ITN. Failure to comply with all terms and conditions shall be grounds for rejecting the response. Please note that Section 3 of PUR 1001 does not apply to this ITN.

5.2 HOW TO SUBMIT A REPLY

- 5.2.1 Replies must be **received** by the Department as specified in Section 2.5., Schedule of Events and Deadlines.
- 5.2.2 Facsimile or electronic transmission of replies will not be accepted. The vendor is responsible for selecting the appropriate means for delivery and is responsible for ensuring that sufficient time is allowed for delivery. **Late replies will not be accepted. The Department is not responsible for lost or misdirected submissions.** The Department will, however, keep one copy for its records in the event of a protest.
- 5.2.3 Any amendment to replies as originally submitted by the vendor and that are not required by the Department must comply with the requirements of this Section and must be received on or before the due date as specified in Section 2.5., Schedule of Events and Deadlines.
- 5.2.4 Submit one original and **five (5) copies** to the contact person identified in Section 2.1 and at the time and date identified in Section 2.5 Schedule of Events and Deadlines.
- 5.2.5 The original and each copy must be “tabbed by section” and individually sealed in separate envelopes. The outside of each envelope must be clearly marked with the title of the ITN, the ITN number, and the prospective vendor's name. The original must be marked as “Original” and

the copies must be marked “Copy #1”, “Copy #2”, “Copy #3”, “Copy #4” and “Copy #5” respectively. All sealed envelopes for each reply should be mailed together in one package/box.

5.2.6 Vendors replies must be single-spaced on 8.5” x 11” paper. The narrative portion must be no more than 60 pages, use 12-point font, excluding attachments/exhibits, and must follow the exact sequence below.

5.2.6.1 Title Page. When submitting a reply in response to this ITN, the vendor must ensure that each copy of the reply has a “title page” which contains the following minimum information:

- ITN number
- Title of the ITN project
- Vendor’s name (individual person, organization, firm)
- Name of Organization to which the reply is submitted
- Name, title, phone number, and address of person who can respond to inquires regarding the reply
- Name of the vendor’s project director (if known)

5.2.6.2 Required Vendor’s Statements or Certifications (**App VI**)

- Acceptance of Contract Terms and Conditions
- Statement of No Involvement
- Conflict of Interest Statement

5.2.6.3 Certification of a Drug Free Workplace Statement (**App VII**)

5.2.6.4 Certification Regarding Debarment/Suspension (**App VIII**)

5.2.6.5 Certification Regarding Lobbying (**App IX**)

5.2.6.6 References (at least 3) (**App X**)

5.2.6.7 Proof of MyFloridaMarketPlace registration

5.2.6.8 Proof of Insurance documentation

5.2.6.9 Responses to the Description of Approach to Performing Tasks

5.2.6.10 Line Item Project Budget and Budget Narrative (**App XI**)

5.2.6.11 Vendors Cross Reference Table

5.3 VENDOR’S CROSS REFERENCE TABLE

In order to assist the vendor in its development of a clear reply and to facilitate evaluation by the Department, the vendor is required to provide a table that cross-references the contents of its reply with the contents of this ITN. The Cross Reference Table identifies by page number and section the location of all information specifically required in Section 5.4 of this ITN document. The following sample is provided as a suggested format:

ITN			SAMPLE RESPONSE		
Page(s)	Section	Subject	Page(s)	Section	Subject
30	5.4.2	History of Similar Projects			University’s programs
31	5.4.6	Quality Assurance			Quality Program

5.4 DESCRIPTION OF APPROACH TO PERFORMING REQUIRED TASKS

5.4.1 Organizational Approach and Philosophy

Provide a description of the University's overall organizational structure, and the department responsible for developing and delivering a well coordinated Child Protective Investigator (CPI) training program. Provide an organizational chart showing the clear lines of authority. The response to this criterion should include the Universities mission statement, guiding principles, core values, vision and history within the community. Describe how the mission and service delivery experiences will support the development of a CPI training program. Describe and support the vendor's assertion that their approach represents the best value to the state.

5.4.2 History of Developing and Delivering Similar Training Programs

Provide a description of the University's history of developing and delivering similar Family Safety/Child Welfare training programs either within the State of Florida and/or outside the State of Florida. The description should address a summary of the overall programs and the success and shortcomings of each course/class developed and presented by the University. The discussion should describe the complexity and diversity of the types of course curriculums developed, average class sizes, and frequency of course delivery. The University should include examples of previous or current collaboration including "best practices" applied to the delivery of such services. In addition, the vendor must provide evidence that shows significant achievement of critical performance outcomes in the delivery of such services. References provided by each University may be contacted.

5.4.3 Concept of Overall Course Design and Delivery

Provide a detailed description of the University's approach to the overall course design and delivery. The discussion should address how the University will solicit input from the department regarding course design and delivery. Discuss the process of validating pilot or prototype courses/modules for any type of enhanced pre-service training or in-service training. Explain the proposed adult learning techniques and outline benefits and advantages. The reply should address how the Child Welfare Core Competencies, Family Centered Practice theories, and FSN familiarization will be incorporated into the course delivery and design. Provide a discussion on creative ways to deliver instructional platform teaching techniques, testing methodologies, on-line distant learning opportunities (for any non-core curriculum), incorporation of third party training events, and the development and validation of student and instructor materials and training aids. Proposed on line distance learning courses should not deliver core curriculum topics but be used to facilitate and enhance learning that may possibly apply college credits toward a social work degree. The reply should address what to do with struggling or

failing students as well as how to recognize successful graduates. Discuss how the each module will be integrated with previous and future modules so that the whole course curriculum will be teaching the same consistent message. Discuss the process for developing and validating learning and performance objectives and incorporating them into the curriculum. Discuss plans to include any in-service curriculum for credit hours within the University's social work graduate program. Discuss plans to facilitate credit hours within the University's social work undergraduate program by "life experience," "CLEP or similar course testing alternative, and did they address the transfer of credits earned from another institution as well as designing the certification program to earn credit for the University's social work graduate program? This section of the reply should also address the concept of delivering different training opportunities to Orange and Brevard counties, and provide a discussion of the logistics of obtaining classrooms and computer labs for this project.

5.4.4 Outline of Courses and Sequence of Delivery

Provide an outline of all proposed core courses (i.e. Phase I, Phase II, Recertification, Pre-Service, In-Service, etc); which will comprise the CPI training program for newly hired CPI's, refresher training for existing CPI's and their supervisors. Discuss the process of creating and publishing an Annual Training Calendar and outline the sequence of delivery, the length of each course/module and the learning objectives for each course/module. The reply should discuss the integration of formal classroom platform instruction with FSFN training and supervised field training opportunities (with selected case loads). The reply should address other aspects of the CPI Training program such as one-on-one consultation, technical assistance, third party training opportunities which will be coordinated into the Departments individual development plan (IDP) program. The reply should also address the concept for the "Supervising for Excellence" program, the On-line Distance Learning program,

5.4.5 Concept of Quality Assurance and Quality Improvement

Describe the approach to and the implementation of, quality assurance and quality improvement programs, which shall include the inclusion of performance measurement outcomes and student satisfaction queries. Describe how the University will participate in and ensure compliance with the Department's statewide requirements and processes for quality assurance and quality improvement; including quality management planning, quality reviews, reporting, measurement, analysis, and performance improvement. Explain how the University will ensure accurate and timely entry of data into the state's FSFN system during training. Describe approach to protecting and maintaining confidentiality of sensitive client information relative to paper and computer-based file systems.

5.4.6 Recruitment, Training and Supervision of Qualified Staff

Describe the University's approach and policies for the recruitment, training, retention and supervising qualified key staff members needed for this project. Discuss minimum educational requirements required for each proposed position, and outline the amounts and types of previous experience needed for key positions such as: Course Director, curriculum designers, senior level instructors, field training supervisors and any other proposed instructional staff. Proposed position descriptions and/or actual resumes, curriculum vitae of proposed incumbents may be submitted as examples. Explain how the organization and staffing levels will best meet the performance standards required to perform the requirement of the CPI training program.

5.4.7 Administrative Support, Reports and Record Keeping

Describe the vendor's operational approach for providing administrative support for the CPI Training program. Discussion should include but not be limited to the proposed record keeping process for tracking students, course graduates, course failures, retesting procedures, certification and recertification, record keeping, inputting data into *SkillNet* or some similar system, booking and scheduling classrooms and computer labs, performance measurement tracking and reporting, graduation ceremonies, diplomas and certificates, publication of training materials, the logistical challenges of conducting training programs in 2 different counties and delivering training materials and course supporting documents, and other related administrative support tasks. Discussion should also address the proposed types of reports, the frequency and the required data that should be submitted to the department on a regular (monthly, quarterly, annual) basis.

5.5 DESCRIPTION OF LINE ITEM BUDGET SUMMARY AND NARRATIVE

5.5.1 Line Item Budget and Budget Narrative

Provide a proposed four (4) year line item budget and budget narrative that addresses the various cost categories and projected dollar amounts for each category. The proposed budget should track and complement the proposed CPI Training program. Cost categories may include, but be limited to: personnel (full time and part time) costs, Training costs, Office/Support costs, Professional Fees/Membership costs, Equipment costs, Travel costs, subcontracted costs (if any), and any other expense required by the University to develop, deliver and maintain the CPI training program including administrative overhead costs (fringe) and how they are derived. The budget narrative should provide discussion and clarification for any and all cost categories and their respective formulas used to derive proposed costs.

5.6 TRADE SECRETS

Trade secrets include, but are not limited to any scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. A trade secret is considered to be: (i) Secret; (ii) Of value; (iii) For use or in use by the business; and (iv) Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it.

The Department will attempt to afford protection from disclosure of any trade secret as defined in s. 812.081, Florida Statutes (F.S.), where identified as such in the response to this ITB, to the extent permitted under s. 815.04, F.S., and Chapter 286 F.S. Any vendor or vendor acknowledges, however, that the protection afforded by s. 815.04, F.S., is incomplete, and it is hereby agreed by the vendor and the Department that no right or remedy for damages arises from any disclosure by the Department.

5.7 COST OF PREPARATION OF REPLY

The Department is not liable for any costs incurred by a vendor in responding to this ITN.

5.8 SURETIES – REPLY GUARANTEE

Not applicable to this Invitation to Negotiate

5.9 SURETIES – PERFORMANCE BOND

Not applicable to this Invitation to Negotiate

5.10 MYFLORIDAMARKETPLACE TRANSACTION FEE

- 5.10.1 The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace (MFMP), a statewide eProcurement System. Pursuant to subsection 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.
- 5.10.2 For payments within the state accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the state or its designee.
- 5.10.3 The vendor shall receive a credit of any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is

rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

- 5.10.4 Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

5.11 OTHER REQUIRED INFORMATION

- 5.11.1 References. The reply submission shall include a minimum of three (3) references from current/past customers who have been the recipient of similar services sometime during the past 3 years. Upon receipt of these references, the department reserves the right to contact these references to inquire about their experience and satisfaction with services rendered, **References, Appendix X**.
- 5.11.2 Location of Service Delivery. It is the intent of the Department to have CPI training programs delivered in centralized locations within Orange and Brevard Counties. The Department does not have sufficient training rooms, conference rooms, or computer labs to conduct and deliver these training sessions, therefore the successful vendor must secure and arrange training locations within each respective community.
- 5.11.3 Proof of MyFloridaMarketPlace Registration. The vendor reply should include proof of vendor registration in MFMP.
- 5.11.4 Proof of Insurance Documentation. The vendor's reply should include a copy of the vendor's verification of General Liability Insurance Coverage (see Standard Contract, Section I, Paragraph G).

6. EVALUATION METHODOLOGY, CRITERIA AND RATING SHEET

6.1 ITN EVALUATION METHODOLOGY

- 6.1.1 Once the deadline for replies has passed, all replies submitted on time will be reviewed using the criteria found within the **Mandatory Criteria Evaluation Form (Appendix II)**. These criteria elements require the same responses from all prospective vendors and require a simple "Yes" or "No" answer. Points are not awarded for this section, however a "NO" response to any of the listed criteria may automatically disqualify a vendor from further consideration.
- 6.1.2 The Department will select an evaluation team comprised of five (5) team members with Family Safety, Child Welfare and/or Child Protective Investigation experience, or a combination thereof. The evaluation team will review and evaluate all replies that have successfully passed the Mandatory Criteria Evaluation requirements.
- 6.1.3 Prospective vendors are encouraged to be descriptive, detailed and creative in their course design and delivery reply approach. The evaluation team will evaluate and score all vendor replies against the requirements outlined in the **Evaluation Criteria Summary and Evaluation Criteria**,

Appendix XII. This evaluation tool will be used to evaluate both the prospective vendor's approach to provide a professional CPI training program, and the vendor's approach to the proposed budget and budget narrative for the CPI Training program.

- 6.1.4 Weighted values are assigned to specific departmental areas of interest as identified in the **Evaluation Criteria Summary and Evaluation Criteria, Appendix XII.** Evaluators may provide ratings in quarter-point increments or criterion items where replies fall between the lowest and highest of two whole number increments. This is done to refine the rating to the greatest and most manageable degree possible.
- 6.1.5 Evaluators will independently review each prospective vendor's reply and assign points for each separate evaluation criterion. Weighted values will be applied where applicable and total points will be calculated for each separate criterion and compiled for a final total point score.
- 6.1.6 The evaluation team also reserves the right to contact any or all of the references provided by the prospective vendors.
- 6.1.7 Upon conclusion of this evaluation process, the Department intends to award one contract to the most responsible and responsive vendor who submits the best response to the Department, all factors under consideration.
- 6.1.8 The maximum points available are: **72.**
The minimum acceptable points are: **36.**

6.2 EVALUATION CRITERIA SUMMARY AND EVALUATION CRITERIA RATING SHEETS

The Evaluation Criteria Summary and Evaluation Criteria can be found in Appendix XIII of this ITN.

7. CONTRACT PROVISIONS

7.1 STANDARD CONTRACT

The Department's Standard Contract (**Appendix XIII**) contains general basic terms and conditions required by the department for all vendors. This includes administrative, financial and non-programmatic terms and conditions usually mandated by federal or state statutes, regulations, rules and policies of the Department and other applicable state and/or Federal agencies.

7.2 ATTACHMENT I

Attachment I (Draft), (**Appendix XIV**) is that section of the contract document which addresses all contract terms which are not covered in the Standard Contract. Some sections are marked "TBD" and will not be finalized until contract negotiation. Attachments I's are organized in four major sections:

- (1) Services to be Provided
- (2) Manner of Service Provision
- (3) Method of Payment, and
- (4) Special Provisions

Draft Exhibits are also provided in this ITN as an example of the proposed documents that will accompany the standard contract and Attachment I for final contract review and execution.

7.3 FINANCE AND COMPLIANCE AUDIT ATTACHMENT

The Financial and Compliance Audit attachment (**Appendix XIX**) is applicable if the successful vendor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised and amended from time to time.

7.4 GENERAL CONTRACT CONDITIONS, PUR 1000

The PUR 1000- General Contract Conditions, (**Appendix XX**) contains standard terms and conditions that apply to contracts that result from the ITN. In the event of any conflict between the PUR 1000 Form and any terms and conditions in the Department's Standard Contract or Attachment I, the terms and conditions in the contract shall take precedence over the conflicting terms in the PUR 1000 Form. However, if the contracting terms and conditions in the PUR 1000 Form are required by any section of the Florida Statutes the terms or conditions in the PUR 1000 Form shall take precedence.

APPENDIX I

NOTICE OF INTENT TO SUBMIT A REPLY

Child Protective Investigation Training Program

ITN # C918-2010-NC-005

This notice of Intent to Submit a Reply must be sent to:

Noel Campbell, Contract Manager
Department of Children and Families
400 W. Robinson Street, Suite S1118
Orlando, Florida 32801

Organization: _____

Mailing Address: _____

Telephone: _____

Instructions:

1. This Notice of Intent to Submit a Reply must be received by **April 21, 2010**, no later than 10:00 a.m.
2. An individual authorized to bind the Vendor must sign this Notice of Intent to Submit a Reply.

Signature of Authorized Individual: _____

Printed Name of Authorized Individual: _____

Title: _____ Date: _____

APPENDIX II

MANDATORY CRITERIA EVALUATION FORM

Child Protective Investigator Training Program

Vendor: _____

Procurement Manager: _____

Date: _____

Witness: _____

Date: _____

Instructions:

Mandatory Criteria.

The Procurement Manager will determine whether all of the mandatory criteria items were submitted by each prospective vendor. If any mandatory criteria documents were not submitted, the bid may be deemed “not eligible” for further consideration. The assignment of any individual rating of “yes” or “no” for each mandatory criterion should be based on the following:

“Yes” - Through submitted documentation, vendor has clearly fulfilled this requirement.

“No” - Through submitted documentation, vendor has not clearly fulfilled this requirement.

	Mandatory Evaluation Criteria	Yes	No
1	Was the reply received by the date, time and at the location specified in the ITN?	☐	☐
2	Did the vendor's response contain 1 original and 5 sealed replies appropriately marked in accordance with the instructions in the ITN?	☐	☐
3	Does the reply include a signed Appendix VI, <i>Required Vendor's Statements and Certifications</i> without alteration?	☐	☐
4	Does the reply include a signed Appendix VII, <i>Drug Free Workplace Statement</i> ?	☐	☐
5	Does the reply include a signed Appendix VIII, <i>Certification Regarding Suspension/Debarment</i> ?	☐	☐
6	Does the reply include a signed Appendix IX, <i>Certification Regarding Lobbying</i> ?	☐	☐
7	Does the reply contain at least 3 references regarding past/current customers per Appendix X, <i>Reference Sheet</i> ?	☐	☐
8	Does the reply contain documentation to support that the prospective vendor has existing/current general liability insurance?	☐	☐
9	Does the reply include documentation that indicates that the Vendor is registered in MyFloridaMarketPlace?	☐	☐
10	Does the reply include documentation that the University is accredited by the Southern Association of Colleges and Schools?	☐	☐

APPENDIX III

CONFIDENTIALITY STATEMENT

(To be on Providers Letterhead)

I, _____ (Employee Name Here) _____ hereby affirm the following:

I agree that during the term of my employment for (Provider Name Here) and thereafter, I shall not disclose or cause any third parties to disclose, any clients' information, or other information relating to the business, systems, procedures or interests of the State of Florida, Department of Children's and Families, hereinafter referred to as the "department", which is regarded by the department as secret, confidential and valuable, referred to as "Confidential Information".

I understand and agree that any disclosure of such Confidential Information shall be deemed a breach of this agreement and shall result in immediate termination of my employment with the department or its contracted provider, unless such disclosure is authorized in writing by an authorized department staff.

I acknowledge that I have read this agreement, understand it, and I agree to be bound by it.

Print Name

Signature

Date

APPENDIX IV



SECURITY AGREEMENT FORM

The Department of Children and Families has authorized you:

Employee's Name/Organization

to have access to sensitive data through the use of computer-related media (e.g., printed reports, microfiche, system inquiry, on-line update, or any magnetic media).

Computer crimes are a violation of the department's Standards of Conduct and, in addition to departmental discipline, the commission of computer crimes may result in Federal and/or State felony criminal charges.

I understand that a security violation may result in criminal prosecution according to the provisions of Federal and State statutes and may also result in disciplinary action against me according to the department's Standards of Conduct in the Employee Handbook.

By my signature below, I acknowledge that I have received, read, understand and agree to be bound by the following:

- The Computer Related Crimes Act, Chapter 815, F.S.
- Sections 7213, 7213A, and 7431 of the Internal Revenue Code, which provide civil and criminal penalties for unauthorized inspection or disclosure of Federal tax data.
- 6103(l)(7) of the Internal Revenue Code, which provides confidentiality and disclosure of returns and return information.
- It is the policy of the Department of Children and Families is that personal passwords are not to be disclosed.
- It is the policy of the Department of Children and Families that information is not to be obtained for my own or another person's personal use.
- I will only access or view information or data that I am authorized, and have a legitimate business reason in the course of the performance of my duties. I shall maintain the integrity of all confidential and sensitive information accessed.
- The "casual viewing" of employee or client data, even data that is not confidential or otherwise exempt from disclosure as a public record, constitutes misuse of access, is not acceptable, and will not be tolerated.
- It is the policy of the Department of Children and Families that database queries will be performed on a regular basis to identify misuse of access.

PRIVACY ACT STATEMENT: Disclosure of your social security number is voluntary, but must be provided in order to gain access to department systems. The number is requested pursuant to Section 282.318, Florida Statutes, the Security of Data and Information Technology Resources Act. The Department will request your social security number so that we may provide you secure access to data systems. This will prevent unauthorized access to confidential and sensitive information collected and stored by the Department and provides the Department a unique identifier in our systems.

Print Employee's Name

Signature of Employee

Date

Print Supervisor's Name

Signature of Supervisor

Date

CHAPTER 815: COMPUTER-RELATED CRIMES

815.01 Short title. The provisions of this act shall be known and may be cited as the "Florida Computer Crimes Act".
(History: s 1, ch.78-92.)

815.02 Legislative intent. The Legislature finds and declares that:

- (1) Computer-related crime is a growing problem in government as well as in the private sector.
 - (2) Computer-related crime occurs at a great cost to the public since losses for each incident of computer crime tend to be far greater than the losses associated with each incident or other white collar crime.
 - (3) The opportunities for computer-related crimes in financial institutions, government programs, government records, and other business enterprises through the introduction of fraudulent records into a computer system, the unauthorized use of computer facilities, the alteration or destruction of computerized information or files, and the stealing of financial instruments, data, and other assets are great.
 - (4) While various forms of computer crime might possible be the subject of criminal charges based on other provisions of law, it is appropriate and desirable that a supplemental and additional statute be provided which proscribes various forms of computer abuse.
- (History: s. 1 ch 78-92.)

815.03 Definitions. As used in this chapter unless context clearly indicates otherwise:

- (1) "Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network.
 - (2) "Computer" means an internally programmed, automatic device that performs data processing.
 - (3) "Computer contaminant" means any set of computer instructions designed to modify, damage, destroy, record, or transmit information within a computer, computer system, or computer network without the intent or permission of the owner of the information. The term includes, but is not limited to, a group of computer instructions commonly called viruses or worms which are self-replicating or self-propagating and which are designed to contaminate other computer programs or computer data; consume computer resources; modify, destroy, record, or transmit data; or in some other fashion usurp the normal operation of the computer, computer system, or computer network.
 - (4) "Computer network" means any system that provides communications between one or more computer systems and its input or output devices, including, but not limited to, display terminals and printers that are connected by telecommunication facilities.
 - (5) "Computer program or computer software" means a set of instructions or statements and related data which, when executed in actual or modified form, cause a computer, computer system, or computer network to perform specified functions.
 - (6) "Computer services" include, but are not limited to, computer time; data processing or storage functions; or other uses of a computer, computer system, or computer network.
 - (7) "Computer system" means a device or collection of devices, including support devices, one or more of which contain computer programs, electronic instructions, or input data and output data, and which perform functions, including, but not limited to, logic, arithmetic, data storage, retrieval, communication, or control. The term does not include calculators that are not programmable and that are not capable of being used in conjunction with external files.
 - (8) "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions. Data may be in any form, in storage media or stored in the memory of the computer or in transit or presented on a display device.
 - (9) "Financial instrument" means any check, draft, money order, certificate of deposit, letter of credit, bill of exchange, credit card, or marketable security.
 - (10) "Intellectual property" means data, including programs.
 - (11) "Property" means anything of value as defined in [s. 812.011](#) and includes, but is not limited to, financial instruments, information, including electronically produced data and computer software and programs in either machine-readable or human-readable form, and any other tangible or intangible item of value.
- (History.--s. 1, ch. 78-92; s. 9, ch. 2001-54.) ({Footnote 1] Note: Repealed by s. 16 ch 77-342.)

815.04 Offenses against intellectual property; public records exemption.

- (1) Whoever willfully, knowingly, and without authorization modifies data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, or computer network commits an offense against intellectual property.
 - (2) Whoever willfully, knowingly, and without authorization destroys data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, or computer network commits an offense against intellectual property.
 - (3) (a) Data, programs, or supporting documentation which is a trade secret as defined in [s. 812.081](#) which resides or exists internal or external to a computer, computer system, or computer network which is held by an agency as defined in chapter 119 is confidential and exempt from the provisions of [s. 119.07\(1\)](#) and [s. 24\(a\)](#), Part. I of the State Constitution. (b) Whoever willfully, knowingly, and without authorization discloses or takes data, programs, or supporting documentation which is a trade secret as defined in [s. 812.081](#) or is confidential as provided by law residing or existing internal or external to a computer, computer system, or computer network commits an offense against intellectual property.
 - (4) (a) Except as otherwise provided in this subsection, an offense against intellectual property is a felony of the third degree, punishable as provided in [s. 775.082](#), [s. 775.083](#), or [s. 775.084](#). (b) If the offense is committed for the purpose of devising or executing any scheme or artifice to defraud or to obtain any property, then the offender is guilty of a felony of the second degree, punishable as provided in [s. 775.082](#), [s. 775.083](#), or [s. 775.084](#).
- (History.--s. 1, ch. 78-92; s. 1, ch. 94-100; s. 431, ch. 96-406.)

815.045 Trade secret information.--The Legislature finds that it is a public necessity that trade secret information as defined in [s. 812.081](#), and as provided for in [s. 815.04\(3\)](#), be expressly made confidential and exempt from the public records law because it is a felony to disclose such records. Due to the legal uncertainty as to whether a public employee would be protected from a felony conviction if otherwise complying with chapter 119, and with [s. 24\(a\)](#), Art. I of the State Constitution, it is imperative that a public records exemption be created. The Legislature in making disclosure of trade secrets a crime has clearly established the importance attached to trade secret protection. Disclosing trade secrets in an agency's possession would negatively impact the business interests of those providing an agency such trade secrets by damaging them in the marketplace, and those entities and individuals disclosing such trade secrets would hesitate to cooperate with that agency, which would impair the effective and efficient administration of governmental functions. Thus, the public and private harm in disclosing trade secrets significantly outweighs any public benefit derived from disclosure, and the public's ability to scrutinize and monitor agency action is not diminished by nondisclosure of trade secrets.

(History.--s. 2, ch. 94-100.) (Note Former s. 119.165)

815.06 Offenses against computer users.

(1) Whoever willfully, knowingly, and without authorization: (a) Accesses or causes to be accessed any computer, computer system, or computer network; (b) Disrupts or denies or causes the denial of computer system services to an authorized user of such computer system services, which, in whole or part, is owned by, under contract to, or operated for, on behalf of, or in conjunction with another; (c) Destroys, takes, injures, or damages equipment or supplies used or intended to be used in a computer, computer system, or computer network; (d) Destroys, injures, or damages any computer, computer system, or computer network; or (e) Introduces any computer contaminant into any computer, computer system, or computer network, commits an offense against computer users.

(2) (a) Except as provided in paragraphs (b) and (c), whoever violates subsection (1) commits a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#); (b) Whoever violates subsection (1) and: 1. Damages a computer, computer equipment, computer supplies, a computer system, or a computer network, and the monetary damage or loss incurred as a result of the violation is \$5,000 or greater; 2. Commits the offense for the purpose of devising or executing any scheme or artifice to defraud or obtain property; or 3. Interrupts or impairs a governmental operation or public communication, transportation, or supply of water, gas, or other public service, commits a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#). (c) Whoever violates subsection (1) and the violation endangers human life commits a felony of the first degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

(3) Whoever willfully, knowingly, and without authorization modifies equipment or supplies used or intended to be used in a computer, computer system, or computer network commits a misdemeanor of the first degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(4) (a) In addition to any other civil remedy available, the owner or lessee of the computer, computer system, computer network, computer program, computer equipment, computer supplies, or computer data may bring a civil action against any person convicted under this section for compensatory damages. (b) In any action brought under this subsection, the court may award reasonable attorney's fees to the prevailing party.

(5) Any computer, computer system, computer network, computer software, or computer data owned by a defendant which is used during the commission of any violation of this section or any computer owned by the defendant which is used as a repository for the storage of software or data obtained in violation of this section is subject to forfeiture as provided under ss. [932.701](#)-932.704.

(6) This section does not apply to any person who accesses his or her employer's computer system, computer network, computer program, or computer data when acting within the scope of his or her lawful employment.

(7) For purposes of bringing a civil or criminal action under this section, a person who causes, by any means, the access to a computer, computer system, or computer network in one jurisdiction from another jurisdiction is deemed to have personally accessed the computer, computer system, or computer network in both jurisdictions.

(History.--s. 1, ch. 78-92; s. 11, ch. 2001-54.)

815.07 This chapter not exclusive. The provisions of this chapter shall not be construed to preclude the applicability of any other provision of the criminal law of this state which presently applies or may in the future apply to any transaction which violates this chapter, unless such provision is inconsistent with the terms of this chapter. (History: s. 1, ch 78-92.)

SECTION 7213 – UNAUTHORIZED DISCLOSURE OF INFORMATION

(a) RETURNS and RETURN INFORMATION –

(1) **FEDERAL EMPLOYEES AND OTHER PERSONS** - It shall be unlawful for any office or employee of the United States or any person described in section 6103(n)(or an officer or employee of any such person), or any former officer or employee, willing fully to disclose to any person except as authorized in this title, any return or return information [as defined in section 6103(b)]. Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any office or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.

(2) **STATE AND OTHER EMPLOYEES** – It shall be unlawful for any person [not described in paragraph (1)] willfully to disclose to an person, except as authorized in this title, any return or return information [as defined in section 6103(b) acquired by him or another person under subsection (d),(i)(3)(i),(1)(6),(7),(8),(9),(10),(12),(15) or (16) or (m),(2), (4), (5), (6), or (7) of section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

(3) **OTHER PERSONS** – It shall be unlawful for any person to whom any return or return information [as defined in section 6103(b) is disclosed in a manner unauthorized by this title thereafter willingly to print or publish in any manner not provided by law any such return or return of information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

(4) **SOLICITATION** – It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information [as defined in 6301(b)] and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

(5) **SHAREHOLDERS** – It shall be unlawful for any person to whom return or return information [as defined in 6103(b) is disclosed pursuant to the provisions of 6103(e)(1)(d)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

SECTION 7213A – UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION

(a) PROHIBITIONS -

(1) **FEDERAL EMPLOYEES AND OTHER PERSONS** - It shall be unlawful for -

(A) any officer or employee of the United States, or

(B) any person described in s6103(n) or an officer willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2).

(2) **STATE AND OTHER EMPLOYEES** - It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of section [6103](#) referred to in section [7213](#) (a)(2).

(b) PENALTY -

(1) **IN GENERAL** - Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

- (2) **FEDERAL OFFICERS OR EMPLOYEES** - An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.
- (c) **DEFINITIONS** - For purposes of this section, the terms "inspect", "return", and "return information" have the respective meanings given such terms by section [6103 \(b\)](#).

SECTION 7431 – CIVIL DAMAGES FOR UNAUTHORIZED DISCLOSURE OF RETURNS AND RETURN INFORMATION

(a) **IN GENERAL-**

(1) **INSPECTION OR DISCLOSURE BY EMPLOYEE OF UNITED STATES** - If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section [6103](#), such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) **INSPECTION OR DISCLOSURE BY A PERSON WHO IS NOT AN EMPLOYEE OF UNITED STATES** -

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section [6103](#), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) **EXCEPTIONS** - No liability shall arise under this section with respect to any inspection or disclosure —

(1) which results from a good faith, but erroneous, interpretation of section [6103](#), or

(2) which is requested by the taxpayer.

(c) **DAMAGES** - In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of —

(1) the greater of —

(A) \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or

(B) the sum of—

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus

(ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the costs of the action, plus

(3) in the case of a plaintiff which is described in section [7430 \(c\)\(4\)\(A\)\(ii\)](#), reasonable attorneys fees, except that if the defendant is the United States, reasonable attorneys fees may be awarded only if the plaintiff is the prevailing party (as determined under section [7430 \(c\)\(4\)](#)).

(d) **PERIOD FOR BRINGING ACTION** - Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

SECTION 6103 – CONFIDENTIALITY AND DISCLOSURE OF RETURNS AND RETURN INFORMATION

(1) **DISCLOSURE OF RETURNS AND RETURN INFORMATION FOR PURPOSES OTHER THAN TAX ADMINISTRATION**

(7) Disclosure of return information to Federal, State, and local agencies administering certain programs under the Social Security Act, the Food Stamp Act of 1977, or title 38, United States Code, or certain housing assistance programs

(A) Return information from Social Security Administration - The Commissioner of Social Security shall, upon written request, disclose return information from returns with respect to net earnings from self-employment (as defined in section [1402](#)), wages (as defined in section [3121 \(a\)](#) or [3401 \(a\)](#)), and payments of retirement income, which have been disclosed to the Social Security Administration as provided by paragraph (1) or (5) of this subsection, to any Federal, State, or local agency administering a program listed in subparagraph (D).

(B) Return information from Internal Revenue Service - The Secretary shall, upon written request, disclose current return information from returns with respect to unearned income from the Internal Revenue Service files to any Federal, State, or local agency administering a program listed in subparagraph (D).

(C) Restriction on disclosure - the Commissioner of Social Security and the Secretary shall disclose return information under subparagraphs (A) and (B) only for purposes of, and to the extent necessary in, determining eligibility for, or the correct amount of, benefits under a program listed in subparagraph (D).

(D) Programs to which rule applies - The programs to which this paragraph applies are:

(i) a State program funded under part A of title IV of the Social Security Act;

(ii) medical assistance provided under a State plan approved under title XIX of the Social Security Act or subsidies provided under section 1860D–14 of such Act;

(iii) supplemental security income benefits provided under title XVI of the Social Security Act, and federally administered supplementary payments of the type described in section 1616(a) of such Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93–66);

(iv) any benefits provided under a State plan approved under title I, X, XIV, or XVI of the Social Security Act (as those titles apply to Puerto Rico, Guam, and the Virgin Islands);

(v) unemployment compensation provided under a State law described in section [3304](#) of this title;

(vi) assistance provided under the Food Stamp Act of 1977;

(vii) State-administered supplementary payments of the type described in section 1616(a) of the Social Security Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93–66);

(viii)

(i) any needs-based pension provided under chapter [15](#) of title [38](#), United States Code, or under any other law administered by the Secretary of Veterans Affairs;

(ii) parents' dependency and indemnity compensation provided under section [1315](#) of title [38](#), United States Code;

(iii) compensation paid under chapter [11](#) of title [38](#), United States Code, at the 100 percent rate based solely on unemployability and without regard to the fact that the disability or disabilities are not rated as 100 percent disabling under the rating schedule; and

(ix) any housing assistance program administered by the Department of Housing and Urban Development that involves initial and periodic review of an applicant's or participant's income, except that return information may be disclosed under this clause only on written request by the Secretary of Housing and Urban Development and only for use by officers and employees of the Department of Housing and Urban Development with respect to applicants for and participants in such programs.

Only return information from returns with respect to net earnings from self-employment and wages may be disclosed under this paragraph for use with respect to any program described in clause (viii)(IV). Clause (viii) shall not apply after Sep 30, 2008.

APPENDIX V

State of Florida PUR 1001 General Instructions to Respondents

Contents

1. Definitions.
2. General Instructions.
3. Electronic Submission of Responses.
4. Terms and Conditions.
5. Questions.
6. Conflict of Interest.
7. Convicted Vendors.
8. Discriminatory Vendors.
9. Respondent's Representation and Authorization.
10. Manufacturer's Name and Approved Equivalents.
11. Performance Qualifications.
12. Public Opening.
13. Electronic Posting of Notice of Intended Award.
14. Firm Response.
15. Clarifications/Revisions.
16. Minor Irregularities/Right to Reject.
17. Contract Formation.
18. Contract Overlap.
19. Public Records.
20. Protests.
21. Limitation on Vendor Contact with Agency During Solicitation Period

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" mean the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten

(10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, nor they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - o Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are

not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code requires that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

APPENDIX VI

REQUIRED VENDOR'S STATEMENTS OR CERTIFICATIONS

(For Vendor Use Only)

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

If we should be awarded this contract, we will comply with all the terms and conditions specified in the ITN and in the resulting contract.

Signature and Title of Authorized Official

Date

STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of _____, certify that no member of this firm or any person having interest in this agency/firm has been:

1. Awarded a contract by the Department of Children and Families on a noncompetitive basis to perform a feasibility study concerning the scope of work contained in this Solicitation, or
2. Participated in drafting this Solicitation, or
3. Developed a program for future implementation with specific subject matter contained in this Solicitation.

Signature and Title of Authorized Official

Date

CONFLICT OF INTEREST STATEMENT **(NON-COLLUSION)**

I hereby certify, that all persons, companies, or parties interested in the reply as principals are named therein, that the reply is made without collusion with any other person, persons, company or parties submitting a reply; that it is in all respects made in good faith; and as the signer of the reply, I have full authority to legally bind the vendor to the provisions of this reply.

Signature and Title of Authorized Official

Date

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

APPENDIX VII

CERTIFICATION OF A DRUG FREE WORKPLACE

In accordance with:

Chapter 287.087 Florida Statute. Preference to businesses with drug-free workplace programs.

Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

We hereby certify that we currently maintain a drug-free workplace environment in accordance with Chapter 287.087 F.S., and will continue to promote this program through implementation of this statute in our daily operation.

Signature and Title of Authorized Official

Date

APPENDIX VIII

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

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

INSTRUCTIONS

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

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature

Date

Print Name: _____

Title: _____

APPENDIX IX

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 office or an employee or 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 office 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 sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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

Printed Name of Authorized Individual

Name of Organization

Address of Organization

ITN #: C918-2010-NC-005

APPENDIX X

REFERENCE SHEET

Child Protective Investigator Training Program

Please provide a minimum of three (3) current or recently served clients as references, who have utilized the services of the University to develop, train, monitor or coordinate any type of Child Welfare, Family Safety or related social services programs for agencies within the State of Florida or outside the State of Florida.

The Department reserves the right to contact and interview these references as necessary.

Name and Address of Customer	Contact Person	Telephone Number + Fax	Date(s) of Service	Type of Service
Sample: Acme Non-Profit, Inc 123 Main Street Anytown, FL 33333	John Doe	321-555-5555 321-555-1111	09/12/08	Family Safety Training
(1)				
(2)				
(3)				

APPENDIX XI

LINE ITEM BUDGET AND BUDGET NARRATIVE (sample)

Child Protective Investigator Training Program

CONTRACT #: TBD

Provider Name: _____

Provider Address: _____

Provider City, State, Zip _____

FEID #: _____

NOTE: This is a suggested format. The provider may modify this format to adequately display its budget data.

CPI Training Program	Fiscal Year 2010-2011	Fiscal Year 2011-2012	Fiscal Year 2012-2013	Fiscal Year 2013-2014
Salary:				
CourseDirector (.5 FTE)				
Lead Trainer (.5 FTE)				
Trainers (2.0 FTE)				
Administrative Coordinator (1 FTE)				
Curriculum Developer (.05 FTE)				
Salary SubTotal				
Expenses:				
Training and Office Space				
Travel				
Supplies and Office Approximate Costs				
Photocopying and binding				
Office Phone & Long Distance service				
Equipment				
Training materials				
Postage and Shipping				
Other				
Expenses Sub Total				
Salary Sub Total				
Expenses Sub Total:				
Total				

Please see Budget Narrative for further explanation.

SAMPLE BUDGET NARRATIVE

Course Director. Principal investigator, supervises Lead Trainer, manages training program and the contract. (5% FTE for ____ months).

Lead Trainer. Principal trainer, responsible for course development and curriculum coordination with Circuit Operations Manager. Provides the lead for Trainers in classroom presentations. (100% FTE for 12 months per fiscal year).

Trainer. Provides in-service classroom training and field work. Classroom training will take precedence over job coaching. (1 FTE for 12 months per fiscal year).

Administrative Coordinator. Coordinates and supervises administrative services, provides grant management, supervises Accountant and Office Assistant, assists instructors provides liaison with DCF contract manager and provider sponsored research. (10%)

Direct Support. Includes portions of FTE for office assistant, accountant, and other provider support services. (2 months)

Training Classrooms: Provided by Circuit 9 at no cost to the Vendor.

Travel. General travel - Approximately an average of 20 mi/week x 2. FTE @ current state rate.

Supplies and Office Approximate Costs. Training Supplies \$10/trainee (15 trainees May - June 2010). Office and Trainer Supplies at (\$45/month X 2.3 FTE X 2 months). Include general use and special items such as: professional development materials and training; folders, pens, paper, markers, flip chart pads, paper, binders, flash drives, floppy disks, staples, desk or Photocopying - general copying for conducting business and documentation (avg \$40/month). Postage and shipping - general for conducting business (avg \$40/mo).

In-Service Training Curriculum Photocopying and Binding.

Orange and Brevard County Office Phones and Long Distance Telephone Service.

Equipment.

NOTE: The verbiage provided is for illustration only. Vendors may propose budget categories and budget narrative to best fit their own accounting systems.

APPENDIX XII

EVALUATION CRITERIA SUMMARY AND EVALUATION CRITERIA

Child Protective Investigator Training Program

Members of the evaluation team will independently review each reply that successfully passed the Mandatory Criteria review. In evaluating vendor replies, evaluators will assign raw scores to each criterion utilizing the point range of 0 – 4 from the table provided below. Raw scores will be recorded beside the block selected by the evaluator and points assigned to each of the evaluated criterion will be written in the “Score” section at the bottom of each page.

Evaluators may provide ratings in quarter-point increments for criterion items where responses fall between the lowest and highest of two whole number increments. This is done to refine the rating to the greatest and most manageable degree possible.

ITN RATING SCALE AND POINT VALUES

Each of the considerations for this ITN has a score value from 0-4, with 4 being superior and 0 being no value according to the following scale:		
Superior	4 points	Vendor demonstrated extensive competency, superior capabilities and provided an outstanding approach to the delivery of services.
Good	3 points	Vendor demonstrates clear competency, consistent capabilities and a reasoned approach to the delivery of services.
Adequate	2 points	Vendor demonstrated adequate competency, adequate capability and a basic approach to the delivery of services.
Poor	1 point	Vendor demonstrated little competency, minimal capability and did not adequately address an approach to the delivery of services.
Omitted	0 points	Vendor has so poorly responded or has not responded at all, that a clear understanding of the response is not possible.

Once the raw scores are recorded for each criterion, the evaluator will transfer those raw scores from the bottom of each page to the Evaluation Criteria Summary table where weighted values have been assigned to various criteria. Evaluators will multiply raw point scores by the assigned weight factor to arrive at the “Weighted Value” for each criterion. The evaluator will then calculate the maximum points awarded for each vendor’s reply by adding all criterion “Weighted Value” point scores to arrive at the “Total Weighted Score” for that vendor.

Following completion of the independent evaluations for each vendor reply, the Procurement Manager will hold a debriefing meeting with all evaluators to record all team members’ evaluation scores. Total Weighted Scores for each vendor will be based on the formula: Score x Weight factor = Weighted Value. Then total all Weighted Values using the following formula: Weighted Value C1 + Weighted Value C2 + Weighted Value C3 + Weighted Value C4 + Weighted Value C5 + Weighted Value C6 + Weighted Value C7 = Total Weighted Score.

The Procurement Manager will add up all Total Weighted Scores for each vendor and divide by the number of evaluators to produce a Final Score for each vendor's proposal.

Minimum and Maximum Points

Criterion Number	Possible Points	Weighted Value	Minimum Acceptable Points	Maximum Possible Points
1	0-4	1x	2	4
2	0-4	2x	4	8
3	0-4	4x	8	16
4	0-4	3x	6	12
5	0-4	2x	4	8
6	0-4	3x	6	12
7	0-4	2x	4	8
8	0-4	1x	2	4
			36	72

The minimum acceptable point score for each reply is **36 points**

The maximum point score for each reply is **72 points**

If the Score for the reply does not meet the minimum acceptable score, then it will not be considered.

ITN EVALUATION CRITERIA SUMMARY

ITN #: C918-2010-NC-005

Child Protective Investigator Training Program

VENDOR NAME: _____

Criteria		Score	Weight	Weighted Value
1	5.4.1 Organizational Approach and Philosophy		1X	
2	5.4.2 History of Developing and Delivering Similar Training Programs		2X	
3	5.4.3 Concept of Overall Course Design and Delivery		4X	
4	5.4.4 Outline of Courses and Sequence of Delivery		3X	
5	5.4.5 Concept of Quality Assurance and Quality Improvement		2X	
6	5.4.6 Recruitment, Training and Supervising of Qualified Staff		3X	
7	5.4.7 Administrative Support, Reports and Record Keeping		2X	
8	5.5.1 Line Item Budget and Budget Narrative		1X	
Total Weighted Score				

Evaluator's Name: _____

Date: _____

EVALUATION CRITERIA**Vendors Name:** _____**CRITERION # 1 5.4.1 ORGANIZATIONAL APPROACH AND PHILOSOPHY**

To what extent has the University presented a description of their overall organizational structure, and the department responsible for developing and delivering a well coordinated Child Protective Investigator (CPI) training program? Did the University provide an organizational chart showing the clear lines of authority? The response to this criterion should include the Universities mission statement, guiding principles, core values, vision and history within the community. Did the University describe how the mission and service delivery experiences will support the development of a CPI training program? Did the University describe and support the University's assertion that their approach represents the best value to the state.

RATING		NOTES
The University's organizational approach and philosophy response demonstrated extensive competency, superior capabilities and indicated that they could have an outstanding approach to delivery of services, AND, their response to this criterion clearly demonstrates why their approach to service delivery represents the best value and would be in the best interest of the State. (SUPERIOR)	4 Points	
The University's organizational approach and philosophy response demonstrates clear competency, consistent capabilities and presents a reasoned approach to the delivery of services. (GOOD)	3 Points	
The University's organizational approach and philosophy response demonstrated adequate competency and presents a basic approach to the delivery of services. (ADEQUATE)	2 Points	
The University's organizational approach and philosophy response demonstrated little competency, minimal capability and does not adequately address an adequate approach to the delivery of services. (POOR)	1 Point	
The University either responded so poorly, or not at all so that a clear evaluation of the response not possible.	0 Points	

SCORE: _____ EVALUATOR'S NAME/SIGNATURE: _____ Date: _____

EVALUATION CRITERIA

Vendors Name: _____

CRITERION # 2 5.4.2 HISTORY OF DEVELOPING/DELIVERING SIMILAR TRAINING PROGRAMS

To what extent does the University's reply address and describe the University's history of developing and delivering similar Family Safety/Child Welfare training programs either within the State of Florida and/or outside the State of Florida. Did the discussion address a summary of the overall programs and the successes and/or shortcomings of each course/class developed and presented by the University? Did the University describe the complexity and diversity of the types of course curriculums developed, average class sizes, and frequency of course delivery? The discussion should include examples of previous or current collaboration including "best practices" applied to the delivery of similar training programs. Did the University provide evidence that shows significant achievement of critical performance outcomes in the delivery of such services? Did the University demonstrate that they have extensive previous experience in developing and delivering similar training programs?

RATING		NOTES
The University's history of developing/delivering similar training programs response demonstrated extensive competency, superior capabilities and indicated that they have an outstanding record of developing and delivering training programs, AND, their response to this criterion clearly demonstrates why their approach to service delivery represents the best value and would be in the best interest of the State. (SUPERIOR)	4 Points	
The University's history of developing/delivering similar training programs response demonstrates clear competency, consistent capabilities and presents a reasoned approach to the delivery of services. (GOOD)	3 Points	
The University's history of developing/delivering similar training programs response demonstrates adequate competency and presents a basic approach to the delivery of services. (ADEQUATE)	2 Points	
The University's history of developing/delivering similar training programs response demonstrates little competency, minimal capability and does not adequately address an adequate approach to the delivery of services. (POOR)	1 Point	
The University either responded so poorly, or not at all so that a clear evaluation of the response not possible.	0 Points	

SCORE: _____ EVALUATOR'S NAME/SIGNATURE: _____ Date: _____

EVALUATION CRITERIA**Vendors Name:** _____**CRITERION # 3 5.4.3 CONCEPT OF OVERALL COURSE DESIGN AND DELIVERY**

To what extent did the University provide a detailed description of their approach to the overall course design and delivery? Did the University address how they will solicit input from the department on course design and delivery? Was there a discussion of the process of validating pilot or prototype courses/modules for any type enhanced training? Did they explain the proposed adult learning techniques and their benefits and advantages? Did the University address how the Child Welfare Core Competencies, Family Centered Practice theories, and FSN familiarization will be incorporated into the course delivery? Was there a discussion on creative ways to deliver instructional platform teaching techniques, testing methodologies, on-line distant learning opportunities for non-core curriculum, incorporation of third party training events, and the development and validation of student and instructor materials and training aids? The reply should have addressed what to do with struggling or failing students as well as how to recognize successful graduates. Did the University discuss how the each module will be integrated with previous and future modules so that the whole course curriculum will be teaching the same consistent message? Was there a discussion on the process for developing and validating learning and performance objectives and incorporation into the training program? Did they discuss plans to include any in-service curriculum for credit hours within the University's social work graduate program? Did they discuss plans to facilitate credit hours within the University's social work undergraduate program by "life experience," "CLEP or similar course testing alternative, and did they address the transfer of credits earned from another institution as well as designing the certification program to earn credit for the University's social work graduate program? Did the University discuss their concept for delivering different training opportunities to Orange and Brevard counties, including reserving classrooms and computer labs for this project? Did the University present a well defined concept for developing and delivering a professional CPI Training program?

RATING		NOTES
The University's concept of the overall course design and delivery response demonstrated extensive competency, superior capabilities and indicated they have an outstanding approach to delivery of services, AND, their response to this criterion clearly demonstrates why their approach to service delivery represents the best value and would be in the best interest of the State. (SUPERIOR)	4 Points	
The University's concept of the overall course design and delivery response demonstrates clear competency, consistent capabilities and presents a reasoned approach to the delivery of services. (GOOD)	3 Points	
The University's concept of the overall course design and delivery response demonstrated adequate competency and presents a basic approach to the delivery of services. (ADEQUATE)	2 Points	
The University's concept of the overall course design and delivery response demonstrated little competency, minimal capability and did not adequately address an adequate approach to the delivery of services. (POOR)	1 Point	
The University either responded so poorly, or not at all so that a clear evaluation of the response not possible.	0 Points	

SCORE: _____ **EVALUATOR'S NAME/SIGNATURE:** _____ **Date:** _____

EVALUATION CRITERIA**Vendors Name:** _____**CRITERION # 4 5.4.4 OUTLINE OF COURSES AND SEQUENCE OF DELIVERY**

To what extent did the University provide an outline of the proposed core courses (i.e. Phase I, Phase II, Recertification, Pre-Service, In-Service, etc), which will comprise the CPI training program for newly hired CPI's, refresher training for existing CPI's and their supervisors? Did the University discuss the process of creating and publishing an Annual Training Calendar and they provide an outline for the sequence of delivery, the length of each course/module and the learning objectives for each course/module? Did their reply discuss the integration of formal classroom platform instruction with FSFN training and supervised field training opportunities (with selected case loads), as well as on-line distant learning opportunities? Did the University's reply address other aspects of the CPI Training program such as one-on-one consultation, technical assistance, third party training opportunities which could be coordinated into the department's individual development plan (IDP) program? Did the reply address the concept for the "Supervising for Excellence" program, and/or an "On-line Distance Learning program"? Did the University present a well defined outline of proposed courses and delivery sequence for the CPI Training program?

RATING		NOTES
The University's outline of courses and sequence of delivery response demonstrated extensive competency, superior capabilities and indicated that they could have an outstanding approach to delivery of services, AND, their response to this criterion clearly demonstrates why their approach to service delivery represents the best value and would be in the best interest of the State. (SUPERIOR)	4 Points	
The University's outline of courses and sequence of delivery response demonstrates clear competency, consistent capabilities and presents a reasoned approach to the delivery of services. (GOOD)	3 Points	
The University's outline of courses and sequence of delivery response demonstrated adequate competency and presents a basic approach to the delivery of services. (ADEQUATE)	2 Points	
The University's outline of courses and sequence of delivery response demonstrated little competency, minimal capability and did not adequately address an adequate approach to the delivery of services. (POOR)	1 Point	
The University either responded so poorly, or not at all so that a clear evaluation of the response not possible.	0 Points	

SCORE: _____ EVALUATOR'S NAME/SIGNATURE: _____ Date: _____

EVALUATION CRITERIA**Vendors Name:** _____**CRITERION #5 5.4.5 CONCEPT OF QUALITY ASSURANCE AND QUALITY IMPROVEMENT**

To what extent did the University describe their approach and plans to implement a quality assurance and quality improvement program? Did the University discuss performance measurement outcomes and student satisfaction queries? Did the University describe how they will participate in and ensure compliance with the department's statewide requirements and processes for quality assurance and quality improvement; including quality management planning, quality reviews, reporting, measurement, analysis, and performance improvement? Did the University explain how they will protect the States FSFN system and how they will ensure accurate and timely entry of data into the FSFN system during training? Did the University describe their approach to protecting and maintaining confidentiality of sensitive client information relative to paper and computer-based file systems? Did the University adequately describe their proposed plans for a quality assurance and quality improvement program for the CPI Training program?

RATING		NOTES
The University's concept of quality assurance and quality improvement response demonstrated extensive competency, superior capabilities and indicated that they could have an outstanding quality assurance program incorporated into their delivery of services, AND, their response to this criterion clearly demonstrates why their approach to service delivery represents the best value and would be in the best interest of the State. (SUPERIOR)	4 Points	
The University's concept of quality assurance and quality improvement response demonstrates clear competency, consistent capabilities and presents a reasoned approach to the delivery of services. (GOOD)	3 Points	
The University's concept of quality assurance and quality improvement response demonstrated adequate competency and presents a basic approach to the delivery of services. (ADEQUATE)	2 Points	
The University's concept of quality assurance and quality improvement response demonstrated little competency, minimal capability and did not adequately address an adequate approach to the delivery of services. (POOR)	1 Point	
The University either responded so poorly, or not at all so that a clear evaluation of the response not possible.	0 Points	

SCORE: _____ EVALUATOR'S NAME/SIGNATURE: _____ Date: _____

EVALUATION CRITERIA**Vendors Name:** _____**CRITERION #6 5.4.6 RECRUITMENT, TRAINING & SUPERVISION OF QUALIFIED STAFF**

To what extent did the University's reply discuss their approach and policies for the recruitment, training, retention and supervising qualified key staff needed for this project? Did the University discuss minimum educational requirements needed for each proposed position, and outline the amounts and types of previous experience needed for key positions such as: Course Director, curriculum designers, senior level instructors, field training supervisors and any other proposed instructional staff? Did the University provide proposed position descriptions and/or actual resumes, curriculum vitae of proposed incumbents as examples? Did the vendor discuss the number and types of FTE's needed, did they provide proposed organizational tables and discuss who reports to whom? Did the vendor discuss its hiring and employment screening procedures for its employees? Did the vendor discuss its internal training and certification programs for its employees/instructors? Did the vendor discuss compliance with the requirement to have all instructors/trainers complete the mandatory "Trainer Certification Program"? Did the University provide a well defined outline of proposed recruitment, training and supervision plans of qualified staff?

RATING		NOTES
The University's recruitment, training & supervision of qualified staff demonstrated extensive competency, superior capabilities and indicated that they have a clear understanding and approach to delivery of services, AND, their response to this criterion clearly demonstrates why their approach to service delivery represents the best value and would be in the best interest of the State. (SUPERIOR)	4 Points	
The University's recruitment, training & supervision of qualified staff response demonstrates clear competency, consistent capabilities and presents a reasoned approach to the delivery of services. (GOOD)	3 Points	
The University's recruitment, training & supervision of qualified staff response demonstrated adequate competency and presents a basic approach to the delivery of services. (ADEQUATE)	2 Points	
The University's recruitment, training & supervision of qualified staff response demonstrated little competency, minimal capability and did not adequately address an adequate approach to the delivery of services. (POOR)	1 Point	
The University either responded so poorly, or not at all so that a clear evaluation of the response not possible.	0 Points	
SCORE: _____ EVALUATOR'S NAME/SIGNATURE: _____ Date: _____		

EVALUATION CRITERIA

Vendors Name: _____

CRITERION #7 5.4.7 ADMINISTRATIVE SUPPORT, REPORTS AND RECORD KEEPING

To what extent did the University's reply describe the University's operational approach for providing administrative support for the CPI Training program? Did the University provide a detailed discussion of their proposed processes for: record keeping, tracking students' progress, course graduates, course failures, retesting procedures, certification and recertification, inputting data into *SkillNet* or some similar system, booking and scheduling classrooms/computer labs, performance measurement tracking and reporting, graduation ceremonies, diplomas and certificates, publication of training materials? Did the administrative support discussion include the logistical challenges of conducting training programs in 3 different counties and delivering training materials and course supporting documents to those locations? Were other administrative support tasks included and discussed? Did the University provide a detailed discussion that addressed the proposed types of reports, the frequency and the required data that should be submitted to the department on a regular (monthly, quarterly, annual) basis? Did the University provide a well defined outline of their proposed administrative support, reporting and record keeping program for a professional CPI Training program?

RATING		NOTES
The University's administrative support, reports and record keeping response demonstrated extensive competency, superior capabilities and indicated that they have an outstanding approach to delivery of services, AND, their response to this criterion clearly demonstrates why their approach to service delivery represents the best value and would be in the best interest of the State. (SUPERIOR)	4 Points	
The University's administrative support, reports and record keeping response demonstrates clear competency, consistent capabilities and presents a reasoned approach to the delivery of services. (GOOD)	3 Points	
The University's administrative support, reports and record keeping response demonstrated adequate competency and presents a basic approach to the delivery of services. (ADEQUATE)	2 Points	
The University's administrative support, reports and record keeping response demonstrated little competency, minimal capability and did not adequately address an adequate approach to the delivery of services. (POOR)	1 Point	
Vendor either responded so poorly, or not at all so that a clear evaluation of the response not possible.	0 Points	
SCORE: _____ EVALUATOR'S NAME/SIGNATURE: _____ Date: _____		

EVALUATION CRITERIA**Vendors Name:** _____**CRITERION #8 5.5.1 LINE ITEM BUDGET AND BUDGET NARRATIVE**

To what extent did the University provide a proposed four (4) year line item budget and budget narrative that addressed the various cost categories and projected dollar amounts for each category? Does the proposed budget complement the requirements of the proposed CPI Training program? Did the cost categories included in the proposed line item budget present a complete itemized list of budget requirements? Does the budget narrative clearly support the budget figures? Does the narrative discuss the necessity for all positions included in the personnel detail? Do the salary rates proposed for these positions appear reasonable and appropriate? Do the proposed fringe benefits appear to be reasonable and appropriate? Do the proposed travel costs appear reasonable and appropriate? Are all other costs such as furniture, equipment, printing costs, and training aids appear to be reasonable and appropriate? Does the budget narrative clearly support the necessity for any other allowable costs? Are there obvious math errors? When completed, the vendor's discussion of this criterion requirement should fully demonstrate that the vendor understands financial requirements needed to support this program. Did the University provide a well prepared line item budget and budget narrative that appears to support a professional CPI Training program?

RATING		NOTES
The University's line item budget and budget narrative response demonstrated extensive competency, superior capabilities and indicated that they have an outstanding approach to delivery of services, AND, their response to this criterion clearly demonstrates why their approach to service delivery represents the best value and would be in the best interest of the State. (SUPERIOR)	4 Points	
The University's line item budget and budget narrative response demonstrates clear competency, consistent capabilities and presents a reasoned approach to the delivery of services. (GOOD)	3 Points	
The University's line item budget and budget narrative response demonstrated adequate competency and presents a basic approach to the delivery of services. (ADEQUATE)	2 Points	
The University's line item budget and budget narrative response demonstrated little competency, minimal capability and did not adequately address an adequate approach to the delivery of services. (POOR)	1 Point	
Vendor either responded so poorly, or not at all so that a clear evaluation of the response not possible.	0 Points	
SCORE: _____ EVALUATOR'S NAME/SIGNATURE: _____ Date: _____		

APPENDIX XIII

STANDARD CONTRACT

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

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."

I. THE PROVIDER AGREES:

A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

B. Requirements of Section 287.057, Florida Statute (F.S.)

The provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment. 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 are permitted in this contract, 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. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., and 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. 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 the contract.

C. Governing Law, Jurisdiction and Venue

1. State of Florida Law

This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be as provided in PUR 1000. (see Section I.BB).

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 Code of Federal Regulations (CFR), Part 74, 45 CFR, Part 92, and other applicable regulations.

b. That if this contract contains over \$100,000 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 United States Code (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 (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. No federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, 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 _____**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

d. Unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department.

e. 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 and 45 CFR, Part 92, if applicable.

f. If this contract contains federal funds and 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 and/or the imposition of an administrative compliance order on the responsible entity, or both.

D. Audits, Inspections, Investigations, Records and Retention

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.

2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by 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.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section I, Paragraph D.2.
4. These records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.
5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), 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.
6. A financial and compliance audit shall be provided to the department as specified in this contract and in **Attachment _____**.
7. 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.).

E. Monitoring by the Department

The provider shall permit persons 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 will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

1. Except to the extent permitted by section 768.28, F.S. or other Florida Law, Paragraph F, is not applicable to contracts executed between the department and state agencies or subdivisions defined in subsection 768.28(2), F.S.
2. That to the extent permitted by Florida Law, the provider shall indemnify, save, defend, and hold the department harmless from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the provider is not required to indemnify the department for claims, demands, actions or causes of action arising solely out of the department's negligence.

G. Insurance

Continuous adequate liability insurance coverage shall be maintained by the provider during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

H. Confidentiality of Client Information

The provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

I. Assignments and Subcontracts

1. The provider shall not assign the responsibility for this contract to another party without prior written approval of the department, upon the department's sole determination that such assignment will not adversely affect the public interest; however, in no event may the provider assign or enter into any transaction having the effects of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall not be unreasonably withheld.
2. To the extent permitted by Florida Law, and in compliance with Section I.F. of this Standard Contract, the provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or 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. The provider, at its expense, will defend the department against such claims.
3. 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 (.005) 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. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department.
5. The provider shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.

J. Return of Funds

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 pursuant to the terms and conditions of this contract. In the event that the provider or its independent auditor discovers that an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

K. Client Risk Prevention and Incident Reporting

1. 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 or circuit or region operating procedures.
2. The provider shall immediately report 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.

L. Purchasing

1. 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.
2. To 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, and 287.045, F.S.

M. Civil Rights Requirements

1. 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 their of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the provider agrees not to 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. These requirements shall apply to 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.
2. Complete the Civil Rights Compliance Checklist, CF 946, in accordance with CFOP 60-16 and 45 CFR Part 80. This is required of all providers that have fifteen (15) or more employees.
3. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of section 287.134, F.S.

N. Independent Capacity of the Contractor

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 its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.
2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. The provider shall take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. 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.
5. 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.

O. 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.

P. 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 affiliate or any officer or employee of the State, 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.

Q. Final Invoice

The final invoice for payment to the department no more than ____ days after the contract ends or is terminated. If the provider fails to do so, all 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 all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of 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.

S. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, 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 to provide any goods or services to a public entity for the construction or 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 submit a bid, proposal, or reply on a contract with a public entity to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

T. Gratuities

The provider agrees that it will not offer to give or give any gift to any department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. 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.

U. Patents, Copyrights, and Royalties

1. It is agreed that 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, and that neither the provider or 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 contracts, or in anyway 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.

2. 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 without exceptions that 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.

3. 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.

V. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least 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, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

W. Information Security Obligations

1. An appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the department's security staff and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request or have access to any departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated provider employees.

2. The provider shall provide the latest departmental security awareness training to its staff and subcontractors who have access to departmental information.

3. All provider employees who have access to departmental 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.

4. The department shall make every effort protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the provider shall assure that unencrypted personal and confidential department data will not be stored on unencrypted storage devices. The provider shall require the same of all subcontractors.

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 breach or potential breach of personal and confidential departmental data. The provider shall require the same notification requirements of all subcontractors.

6. The provider shall provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data provided in section 817.5681, F.S. The provider shall require the same notification requirements of all subcontractors.

X. 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 our providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

Y. Provider Employment Opportunities

1. **Agency for Workforce Innovation and Workforce Florida:** The provider understands that the department, the Agency for Workforce Innovation, 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 Agency for Workforce Innovation and Workforce Florida.
2. **Transitioning Young Adults:** The provider understands the department's Operation Full Employment initiative to assist young adults ageing 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.

Z. Health Insurance Portability and Accountability Act

The provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

AA. Emergency Preparedness

1. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the provider shall, within 30 days of the execution of this contract, submit 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 the responsibility of the department, or its contracted agents to ensure the safety, permanency and well-being of 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.
2. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.
3. An updated emergency preparedness plan shall be submitted by the provider no later than 12 months following the acceptance of an original plan or acceptance of an updated plan. The department agrees to respond in writing within 30 days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

BB. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including the department's Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

CC. Notification of Legal Action

The provider shall notify the department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the provider's ability to deliver the contractual services, or adversely impact the department. The department's contract manager will be notified within 10 day of provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

DD. Whistleblower's Act Requirements

In accordance with subsection 112.3187(2), 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 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, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

EE. Proprietary or Trade Secrets Information

1. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by provider of proprietary or trade secret confidentiality for any information contained in provider's documents (reports, deliverables or workpapers, etc. in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with paragraph 2 below.
2. 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 proprietary or 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.
3. 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 confidential or trade secret in accordance with paragraph 2 above. Accompanying the submission shall be an updated version of the justification under paragraph 2, correlated specifically to redacted information. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the provider fails to promptly submit a redacted copy and updated justification in accordance with this paragraph, the department is authorized to produce the records sought without any redaction of proprietary or trade secret information.
4. The department is not obligated to agree with the provider's claim of exemption on the basis of proprietary or trade secret confidentiality and the provider shall be responsible for defending its claim that each and every portion of the redactions or proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

FF. Support to the Deaf or Hard-of-Hearing

The provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services Persons with Hearing Impairment."

1. If the provider or any of its subcontractors employ 15 or more employees, the provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the provider's Single-Point-of-Contact shall be furnished to the department's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.
2. The provider shall, within 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.
3. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-4, Chapter 4. This attestation shall be maintained in the employee's personnel file.
4. 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 providers and subcontractors. The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>.
5. 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 submit Compliance Reports monthly, not later than the 15th day of each month, to the department's Grant or Contract Manager. 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.
6. 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.

II. THE DEPARTMENT AGREES:

A. Contract Amount

The department shall pay for contracted services according to the terms and conditions of this contract in an amount not to exceed _____ or the rate schedule, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

Pursuant to 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 specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment 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, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422, F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

D. Notice

Any notice that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on _____, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in _____, Florida, on _____.

B. Financial Penalties for Failures to Comply with Requirement for Corrective Action

1. In accordance with the provisions of Section 402.73(1), F.S., and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

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. The penalty, if imposed, shall not exceed ten percent (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. Noncompliance that is determined 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.

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

4. 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.

C. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.

2. 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. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be 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.

4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

D. Renegotiations or 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.

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

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

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

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

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

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

F. All Terms and Conditions Included

This contract and its attachments, _____ and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of 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.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III. F. above.

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

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature:

Signature:

Print/Type Name

Print/Type

Name:

Title:

Title:

Date:

Date:

STATE AGENCY 29 DIGIT FLAIR CODE: _____

Federal Tax ID # (or SSN): _____

Provider Fiscal Year Ending Date: ____ / ____ .

APPENDIX XIV

ATTACHMENT I (DRAFT)

A. SERVICES TO BE PROVIDED

1. Definition of Terms

a. Contract Terms

Refer to the Glossary in the Department of Children and Families' Operating Procedure 75-2 (CFOP 75-2), *Contract Management System for Contractual Services*, hereinafter referred to as CFOP 75-2, which can be found at the following web site and incorporated herein by reference:

<http://www.dcf.state.fl.us/publications/policies/075-2.pdf>

b. Program Specific Terms

- (1) **Agency** – The Department, or specific county Sheriff's Office's or Community-Based Care (CBC) providers who are providing child welfare services to their local community.
- (2) **Central Region** – The sixteen counties that comprise the geographical area of the Department of Children and Families – Central Region. These counties are: Brevard, Citrus, Marion, Martin, Hardee, Hernando, Highlands, Indian River, Lake, Polk, Seminole, Okeechobee, Orange, Osceola, St. Lucie, and Sumter. The Central Region is further subdivided into multiple circuits aligned to coincide with the local judicial circuit court system.
- (3). **Certification** – Certification is the formal recognition process whereby an individual has demonstrated the knowledge, skills, abilities, values and attitudes necessary to competently discharge the duties of a Florida Child Protection Professional, as evidenced by the successful completion of all applicable classroom instruction, field training, testing, and job-performance requirements of his or her position classification. Unless accommodations are made by the employing agency to address an individual's special or other circumstances, each individual in a position requiring certification must be certified within one (1) year of the date of having successfully completed the post-test or the waiver test. Absent special circumstances, certification is valid for a period of no longer than three (3) years.
- (4) **Certification Cycle** – The period of time from when Child Welfare staff takes the Child Welfare written Pre-Test until they complete all certification requirements and pass the Field-Based Performance Assessment.
- (5) **Certification Program** – For the purposes of this contract, the certification program refers to the Florida's Child Welfare Professional Certification and Trainer Certification Program. This programs curriculum is designed to train individuals charged with the responsibility to investigate child abuse and neglect, supervise abused and neglected children, and when necessary, secure permanent adoptive homes.

- (6) **Child Protective Investigator (CPI)** – An authorized agent in a professional position within the Department or designated sheriff's office with the authority and responsibility of investigating reports of child abuse, neglect, or abandonment received by the Florida Abuse Hotline as defined in Section 39.01(61).F.S.
- (7) **Child Protection Professional** – Any Department or designated sheriff's office or contracted service provider employee who conducts, supervises, trains, or is in any capacity responsible for either the performance, oversight or the quality assurance review of investigations of reports of child abuse, neglect or abandonment. Child Protection Professionals are categorized into 10 certification categories (i.e. Child Protective Investigator, Child Protection Case Manager, Child Protection Licensing Counselor).
- (8) **Child Welfare Certification Program** – The combination of curriculum, written tests and performance evaluation tasks necessary for child welfare staff to earn Child Protection Professional Certification, Child Protection Professional Supervisor Certification and/or Child Protection Professional Specialist Certification.
- (9) **Child Welfare Services** – As defined in 402.40(2) (a), F.S. is any intake, protective investigation, pre-protective services, protective services, foster care, shelter and group care, adoption and related services, support services, supervision, and legal services provided to children who are alleged to have been abused, abandoned, or neglected, or who are at risk of becoming, are alleged to be, or have been found dependent pursuant to Chapter 39, Florida Statutes.
- (10) **Circuit 9** – The specific geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 9 includes Orange and Osceola counties.
- (11) **Circuit 18** – The specific geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 18 includes Brevard and Seminole counties, but for the purposes of this solicitation and subsequent contract, only Brevard County will require training services.
- (12) **Community Based Care (CBC)** – A not-for-profit lead service agency with local community ownership ties in which the Department contracts for the delivery of foster care and other related child welfare services.
- (13) **Core Competencies** – As described in Section 402.40(5)(a), F.S., "core competencies" refer to the range of fundamental and essential knowledge, skills, abilities, values and attitudes as determined by the Department of Children and Families, that every Child Protection Professional must achieve, demonstrate and maintain in order to competently perform his or her work responsibilities.
- (14). **Corrective Action Plan** – An individualized, time-limited written contract between the individual, his or her supervisor, that supervisor's supervisor, and a Certified Child Welfare Instructor (as well as any other appropriate individuals), which, at the discretion of the department, may be developed when the

individual has failed to successfully carry out his or her job responsibilities or has otherwise failed to meet the department's job performance expectations, absent special or other circumstances accommodated by the department.

- (15) **Department** – The Department of Children and Families (DCF).
- (16). **Field-Based Performance Assessment** – A standardized, on-the-job, competency-based evaluation tool used to determine if a trainee can perform the essential job responsibilities to the minimum acceptable standards.
- (17). **Field Training** – A portion of the pre-service training curriculum whereby the trainee is under the direct and constant supervision of a Certified Child Protection Professional supervisor and he/she is placed in the field to conduct “hands-on” training and familiarization (i.e. accompanying certified staff on home visits, court appearances or reviewing case record documentation).
- (18) **In-Service Curriculum** – The aggregate of courses of study and testing, in a particular sequence, using specified instructional strategies to learn the basic knowledge, skills and abilities necessary to perform child welfare protective investigation and/or protective services duties.
- (19) **In-Service Training** – A program designed to provide refresher training to existing child welfare staff to ensure that they have the job knowledge and skills necessary to perform their responsibilities in a satisfactory manner. In-Service training also consists of training existing staff on new rules, procedures and/or statutes as they are developed and presented by the department's Family Safety Program office.
- (20) **On Line Training** – On-line training or “distance learning” is the process by which technology is used for education in ways where the trainee does not have to be physically be in the classroom. Access to the instructor is gained through technology such as the internet, interactive videoconferencing, or teleconferencing methods. On-line training may be self-paced or a timed learning experience.
- (21). **Phase One Training** – The initial or Phase One of the pre-service training consists of classroom training with intermittent days of field work.
- (22). **Phase Two Training** – The Phase Two section of the training is primarily field based. During this time the employee begins their job with close supervision by the team, the team supervisor, and with consultation by a trainer.
- (23) **Post-Test** – The administration of a competency-based criterion-referenced, proctored, written test which is administered at the conclusion of the formal per-service training program. The purpose of this test is to measure the level of each trainee's basic knowledge of the Florida child protection laws, principles and policies and to gauge each individual's ability to apply these rules in the appropriate conditions. Successful passing of this test will allow the trainee to proceed with Phase II.
- (24) **Pre-Service Training** – Basic classroom and field training provided to new hired child welfare staff to ensure that they have the job knowledge and skills necessary to perform their responsibilities in a satisfactory manner.

- (25) **Pre-Test** – A Child Welfare Written Test which is administered at the beginning of the pre-service training curriculum. The pre-test is designed to record baseline data on each trainee's basic understanding of child protection issues prior to formal training and to provide the trainee with an opportunity to gain familiarity with the testing instrument as well as some of the curriculum course content.
- (26) **Re-Certification** – The Process whereby the certification of a currently Certified Child Protective Investigations Professional or Child Protection Case Management Professional must be renewed every three (3) years, based upon the individual's continuing ability to satisfy on-going training requirements, and meet both the demands of the job and the expectations of the department. Unless accommodations are made by the department to address an individual's special or other circumstances, each individual in a position requiring certification must either be recertified within three (3) years of the date of the most recent (current) certification, or enter into a Recertification Plan.
- (27) **Remedial Training Plan** – An individualized, time-limited written contract between the trainee, his or her supervisor, and a Certified Child Welfare Trainer, which shall be developed when the trainee has failed to successfully complete his or her first attempt of the post-test, absent special or other circumstances accommodated by the department.
- (28) **Re-Test** – The second administration of the Child Protection Written Test for those trainees who score between 75% through 79% on their post-test.
- (29) **SACWIS** – "Statewide Automated Child Welfare Information System" (i.e., FSFN), means the department's statewide automated system containing all reports, investigations, special conditions referrals, child-on-child sexual abuse reports and related child safety assessments and safety actions or plans and cases regarding child abuse, neglect or abandonment and pertinent information regarding all activities involved in investigative and some case management functions, including the Child's Resource Record. The SACWIS is the state's primary record for each investigation and case and all documentation requirements of the system shall be met.
- (30) **SkillNET System** – The department's official Learning Management System used to track trainees' progress in ongoing training programs. This system is the official electronic training database record for state reporting purposes.
- (31) **Supervising for Excellence** – This program refers to the department approved curriculum for Child Welfare/Child Protection supervisors which address a certification process for CPI supervisors. The supervisors' participation in this training is subsequent to successful completion of all certification activities, including the Performance Assessment. Not to be confused with the Department's Human Resource department's initiative for all supervisors employed by the department.
- (32) **Trainee** - A participant in the State of Florida Child Welfare Training Program. A trainee remains in this status during the entire period of time he or she is in pre-service training. During this time, the trainee may only assist Child Protection staff in the performance of their job duties, if he or she is accompanied by and under the direct and constant supervision of a Certified Child Protection Professional. Upon successful completion of the Phase I post-

test, the trainee is eligible to progress to Phase II, and may assume the role and responsibilities of a Child Protection Professional.

- (33) **Training Activity** – Delivery of Child Welfare In-Service curriculum training programs such as the administration of the Child Welfare Written Test for pre-test, post-test, re-test and certification waiver test purposes, and Field-Based Performance Assessment evaluation services.
- (34) **Training Delivery** – Any method of transferring course offerings to trainees. Variants are instructor-led training, web-based distance learning, self-paced learning, and structured on-the-job training.
- (35) **Waiver Test** – The competency-based, criterion-referenced, proctored, written (or on-line) test which, at the discretion of the department, may be administered to an individual whose credentials and qualifications meet the minimum educational and experiential criteria of a Child Protection Professional as outlined in Rule 65C-33.011, F.A.C. The waiver test is designed to measure the level of the individual's basic knowledge of Florida child protection laws, principles and policies, and to assess the individual's ability to appropriately integrate and apply fundamental child welfare/child protection concepts in his or her decision-making, when determining how best to meet the safety, permanence and well-being needs of a child.
- (36) **Written Test** – A competency-based, criterion-referenced test designed to measure the basic knowledge required for trainees.

2. General Description

a. General Statement

The Provider shall design, develop and deliver a comprehensive annual Child Welfare Child Protective Investigation (CPI) training program for designated Circuit 9 and Circuit 18 department employees. This training program will successfully prepare, support and certify child welfare professional certification candidates who are charged with the responsibility to investigate child abuse and neglect, supervise abused and neglected children in their own homes/foster care, and when necessary, secure permanent adoptive placements. This is accomplished through a series of classroom instruction, field training, observation, feedback, one-on-one consultation, formal testing techniques, technical assistance and training coordination.

b. Authority

- (1) Chapter 39, Part III, F.S. Proceedings Relating to Children, dated July 1, 2009 and as amended from time to time.
- (2) Section 402.40 F.S. Child Welfare Training, and as amended from time to time.
- (3) Rule 65C-33.001 through 65C-33.013 F.A.W. and as amended from time to time.
- (4) Chapter 287, Part I, F.S. Procurement of Personal Property and Services, and as amended from time to time.
- (5) Section 20.19(1)(c), F.S. Department of Children and Families, Mission and Purpose. This legislation authorizes the department to contract for these services.

c. Scope of Service

- (1) The successful vendor shall be required to develop and deliver a comprehensive professional Child Protective Investigation (CPI) training program whose curriculum will train assist, support and certify child welfare professionals (including supervisors) who are charged with the responsibility to investigate alleged incidents of child abuse. This program shall be accomplished on an annual basis and shall be through a series of classroom instruction, field training, on-line distance learning (for non-core subjects), observation, formal testing, feedback, one-on-one consultation, technical assistance and shall be coordinated and supported utilizing the department Individual Development Plan (IDP) program.
- (2) The anticipated initial four (4) year contract period is from July 1, 2010 through June 30, 2014. The anticipated four (4) year renewal contract period is July 1, 2014 through June 30, 2018.

d. Major Program Goals

- (1) Ensure that designated Circuit 9 and Circuit 18 child protective investigators and their supervisors obtain the knowledge, skills, abilities, values and attitudes to professionally and competently carry out their work responsibilities to adequately protect children from abuse, abandonment, neglect or those who are at risk.
- (2) Positively influence the quality of decisions made regarding children and families who require assistance from child welfare services.
- (3) Positively influence the quality of care provided to children who are at risk of being or have been removed from their home due to abuse, abandonment or neglect.
- (4) Ensure that Child Welfare Professionals performing protective investigation services understands his/her obligation to continuously assess child safety, permanency and well-being needs throughout the life of each child protection case.
- (5) Ensure that each person delivering child welfare services is exposed to the principles of Family Centered Practice theory as espoused by the National Resource Center for Family-Centered Practice (NRCFCP).
- (6) Ensure that each person delivering child welfare services is presented with the current knowledge of all applicable federal law, state statutes, rules and Department policies related to child welfare protective investigation services.

3. Clients to be Served

a. General Description

Not applicable for this contract.

b. Client Eligibility

Not applicable for this contract.

c. Client Determination

Not applicable for this contract.

d. Contract Limits

The Department agrees to the delivery of service units in accordance with the terms of this contract for a total dollar amount not to exceed **\$1,426,680.00**, subject to the availability of funds.

B. MANNER OF SERVICE PROVISION

1. Service Tasks

a. Task List

- (1) TBD
- (2). TBD
- (3). TBD
- (4). TBD

b. Task Limits

The Provider shall not perform any tasks related to the project other than those described in Section B.1.a., without the express written consent of the Department. The following task limits apply:

- (1) Tasks are limited by the total contract amount, subject to the availability of funds.
- (2) TBD
- (3) TBD

2. Staffing Requirements

a. Staffing Levels

- (1) The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event that the Department determines that the Provider's staffing levels do not conform to those promised in the Invitation to Negotiate reply and subsequent negotiations, it shall advise the Provider in writing and the Provider shall have 30 calendar days to remedy the identified staffing deficiencies.
- (2) As determined by the Department, the Provider shall replace any employee whose continued presence would be detrimental to the success of the project, and shall provide a replacement employee of equal or superior qualifications.

b. Professional Qualifications

- (1) TBD, but instructional staff must have a minimum of two (2) years of documented child protective investigation experience.
- (2) TBD
- (3) TBD
- (4) TBD

c. Staffing Changes

The Provider shall staff the project with key administrative personnel in a timely manner as vacancies arise. The Provider shall notify the contract manager of changes in any key management position within seven (7) working days of key personnel vacancy occurrence.

d. Subcontractors

- (1) With prior consent from the Department, the Provider may enter into written subcontracts for performance of certain specific functions under this contract. Functions specifically prohibited from being subcontracted are: platform instruction.
- (2) Written requests by the Provider to subcontract shall be routed through the contract manager for prior Department approval. All subcontracting is subject to the provisions of Section I.I. of the Standard Contract.
- (3) Payments to subcontractors shall be made by the Provider. No payment to the Provider will be processed until the Department approves all subcontracts, in writing.
- (4) Subcontracting does not relieve the Provider of any responsibility for complying with all of the duties and obligations set forth in this contract.

3. Service Location & Equipment

a. Service Delivery Location

- (1) The service delivery locations shall be the service sites identified in Orange and Brevard counties as identified by the Provider.
- (2) The Provider shall be available during normal business hours and routine delivery of services Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. excluding state holidays unless the Department approves other arrangements on a case-by-case basis.
- (3) The Providers' administrative office is located at:

Agency Name
Attn: General Manager
Street Address
State, City and Zip Code
Phone: 800-xxx-XXXX
Email: xxxxxxx@aol.com

b. Service Times

- (1) The Providers administrative hours shall be during normal department business hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. excluding state holidays unless the Department approves other arrangements on a case-by-case basis.
- (2) Starting and ending times for formal classroom training will be different for each training course but will typically start no earlier than 9:00 a.m. and shall not go beyond 4:30 p.m., Monday through Friday (excluding state holidays).
- (3) Dates and times for various training courses/modules will vary throughout the fiscal year depending on the course curriculum. Training dates and times shall be coordinated in advance with the Circuit 9 and Circuit 18 Operations Managers and/or Circuit Administrators.

c. Changes in Location

- (1) The Provider shall notify the contract manager in writing thirty (30) calendar days in advance of any changes in the street or mailing address, telephone number, electronic mail address or facsimile number that affects the Departments ability to contact the Provider.
- (2) As the mission of the Department changes throughout the life of the contract, adjustments to service site locations within each Circuit may be necessary. In all instances of a change in services sites, the Provider will be advised in writing at least seven (7) calendar days prior to any change of service site location.

d. Equipment

The Provider will be responsible for supplying, at its own expense, all equipment necessary to perform and complete the contract including, but not limited to: computers, printers, Xerox machines, fax machines, cell phones and other similar equipment.

4. Deliverables

a. Service Units

This is a fixed price/unit cost contract. A service unit is defined as:

- One month of CPI Training services.
- Transactions - Individual events conducted in the curriculum development stage such as successful pilot course presentation, approved training materials package, etc.
- The Provider agrees to deliver the service units and prices specified in **Exhibit D, Line Item Budget and Budget Narrative.**

b. Records and Documentation

- (1) The Provider shall maintain record keeping information on CPI Training program services. Documentation includes, but is not limited to the following:
 - (a) Documentation of all enrollments.
 - (b) Documented trainee attendance.
 - (c) Documentation of trainee's progress, graduation and failures.
 - (d) Documentation of any disciplinary actions due to trainee misconduct.
 - (e) Documentation for input into the *SkillNet* training system.
 - (f) Documentation of any file/record destroyed as directed by the Department.
 - (g) Documentation of on-line distance learning program data.
 - (h) Documentation and accountability of equipment bought with Department funds.
- (2) To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public records" as defined in Section 119.011, F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119.01(2)(f), F.S., or otherwise. It is expressly understood that the successful vendor's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract, which results from this ITB that entitles the Department to unilaterally cancel the contract agreement. The successful vendor will be required to promptly notify the Department of any requests made for public records.
- (3) Unless a greater retention period is required by state or federal law, all documents pertaining to these record storage services and record management program shall be retained by the Provider for a period of six (6) years after the termination of the contract or longer as may be required by any renewal or extension of the contract. During the record retention period, the Provider agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the department's standard word processing format (currently Microsoft Word 6.0). If this standard should change, it will be at no cost to the Department. The Department will provide data files in a readable format.
- (4) The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records whether public record or not and promises to defend the department against the same at its expense.
- (5) The Provider shall maintain all records required to be maintained pursuant to the contract in such a manner as to be accessible by the Department upon demand.

c. Reports

- (1) The Provider agrees to submit to the Department reports as specified in this contract, but mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall require a separate act in writing. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The Department, at its option, may allow additional time within which the successful vendor may remedy the objections noted by the Department or the Department may, after having given the successful vendor a reasonable opportunity to complete, make adequate or acceptable, and declare this agreement to be in default.
- (2) The Provider shall submit to the Department the following reports/invoices in the format, frequency and number of copies as specified in the following table:

	Report Title	Reporting Frequency	Report Due Date	Number of Copies	DCF Office to Receive Reports
1	TBD	TBD	TBD	1 each	Contract Manager
2	TBD	TBD	TBD	1 each	Contract Manager
3	Monthly Invoice	Monthly	15 th of the month immediately following the month being reported on	1 each	Contract Manager
4	TBD	TBD	TBD	1 each	Contract Manager
5	TBD	TBD	TBD	1 each	Contract Manager

- (3) Submit documents to the following addresses:

Department of Children and Families
Contract Management Unit
Attn: Noel Campbell, Contract Manager
400 W. Robinson Street, Suite S1118
Orlando, Florida 32801

- (4) Description of Reports:

(a) TBD

(b) TBD

(c) **Monthly Invoice (Exhibit E)**

The Provider's representative must sign the monthly invoice. The invoice should show line items for the total billed from the Monthly Invoice summary and for the cumulative expenses.

(d) TBD

(e) TBD

5. Performance Specifications

a. Performance Measures

- (1) **90%** of the trainees will successfully complete Pre-Service training as evidenced by a score of 80% or higher on the written post-test exam.
- (2) **90%** of the trainees employed 12 consecutive months, post hire date, will successfully complete the field based assessment and obtain certification.
- (3) **100%** of the trainees who scored between 75% and 79% on the Pre-Service written post-test exam will be assigned a trainer who will conduct remedial training and mentor the trainee to improve his/her skills prior to re-taking the written post-test exam.
- (4) **98%** of the trainees re-taking the written Pre-Service written post-test exam shall pass with a score of 80% or higher.
- (5) **98%** of the trainees will successfully complete In-Service training as evidenced by a score of 80% or above on the written post-test exam.
- (6) **98%** of Child Protective Investigators eligible for certification will maintain a current certification certificate.

b. Description of Performance Measurement Terms

- (1) Outcomes - Quantitative indicators that can be used by the Department to objectively measure performance toward a stated goal.
- (2) Outputs - Process which measures the quality of services.
- (3) Performance Measures - Quantitative indicators, outcomes and outputs that can be used by the Department to objectively measure the Providers performance.

c. Performance Evaluation Methodology

Measurement of Outcomes. The Department will calculate the performance measurement outcomes as follows:

- (1) For the performance measure listed in Paragraph B.5.a.(1):
- Numerator* – The number of Pre-Service trainees who successfully complete the Pre-Service training module and passed the written post-test exam with a score of 80% or higher.
-
- Denominator* – The total number of Pre-Service trainees enrolled in the training session at the time the written post-test exam is taken.
- (2) For the performance measure listed in Paragraph B.5.a.(2):
- Numerator* – The number of trainees who passed the field based assessment test.
-
- Denominator* – The total number of trainees employed 12 consecutive months, post hire date.
- (3) For the performance measure listed in Paragraph B.5.a.(3):
- Numerator* – The number of Pre-Service trainees that scored between 75% and 79% on the written post-test exam.
-
- Denominator* – The number of Pre-Service trainees that scored between 75% and 79% on the written post-test exam after being assisted by a mentor.
- (4) For the performance measure listed in Paragraph B.5.a.(4):
- Numerator* – The number of Pre-Service trainees retaking the exam who scored 80% or higher on the written post-test exam.
-
- Denominator* – The total number of Pre-Service trainees retaking the written post-test exam.
- (5) For the performance measure listed in Paragraph B.5.a.(5):
- Numerator* – The number of In-Service trainees who successfully complete the In-Service training module who scored 80% or higher on the written post-test exam.
-
- Denominator* – The number of In-Service trainees enrolled in the training session at the time the written post-test exam is given.
- (6) For the performance measure listed in Paragraph B.5.a.(6):
- Numerator* – The number of CPI employees who maintain a current certification certificate.
-
- Denominator* – The total number of CPI employees eligible for certification.
- (7) 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. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow up to six (6) months for the Provider to achieve compliance with the standards. If the Department affords the Provider an opportunity to achieve compliance and the Provider fails to achieve compliance within the specified time frame; the Department must cancel the contract in the absence of any extenuating or mitigating

circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

6. Provider Responsibilities

a. Responsibilities.

- (1) The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in the resultant contract. By accepting the contract the successful vendor recognizes the singular responsibility for the tasks, activities and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting the accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance whether performed by the vendor or its subcontractors.
- (2) The successful vendor 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 the contract.
- (3) The successful vendor may request written technical assistance from the contract manager when deemed necessary to facilitate compliance with the contract requirements. The departments' failure to provide such technical assistance does not relieve the Provider of its responsibilities to ensure compliance with all state and federal laws, rules, and regulations or performance under the terms of this contract.
- (4) During the term of the contract, the Provider shall be responsible for ensuring that its employees and agents, whenever on the department's premises, obey and comply with all rules, policies, orders and/or requests relating to performance, rules of behavior, work schedule, safety, appearance, conduct, including without limitation, those related to alcohol, drugs, safety, security, smoking, controlled substances, and/or weapons and any other standards and procedures which must be adhered to by Department employees and successful vendor employees as in effect from time to time. It is expressly understood that the Department may require the execution of agreements acknowledging compliance with Department policies prior to allowing employees, agents and representatives of the successful vendor to access Department facilities.

b. Security of Department Records and Information

- (1) Confidentiality Statement. Due to the sensitivity of the Department information and data, the successful vendor shall require all employees to read and sign a **Confidentiality Statement, Exhibit B**, prior to performing any duties under this contract. A copy of such statement shall be maintained in the staff members employment file and made available to the contract manager upon request.
- (2) Background Screening. As a condition of employment or continued employment, the successful vendor shall, in accordance with 110.1127(3)(a) F.S. and 435.04 F.S., conduct a Level II security background investigation for each employee or potential employee who has or will have access to FSFN data or other department data. The successful vendor will take appropriate action against any employee or potential employee whose background check reveals significant negative responses.

(3) Security Awareness.

- a) Security Agreement Form – Each instructional faculty member having access to Department generated data (i.e. FSFN) shall complete and sign a **Security Agreement Form (CF-114), Exhibit C**, within thirty (30) days of contract execution and every twelve months thereafter until contract expiration or termination. Completed forms shall be submitted to the contract manager.
- b) Security Awareness Training – Each instructional staff member employed under the provisions of the resultant contract who has access to confidential department information shall complete the department's annual security awareness training program and provide a copy of the training certificate to the department's contract manager.

(4) Provider Identification Badges. When accessing Department service sites, the successful vendor's employees shall wear and display an official Vendor Identification Badge.

c. Health Insurance Portability and Accounting Act.

If required by 45 CFR Parts 160, 162 and 164, the following provisions shall apply [45 CFR 164.504(e) (2)(ii)]:

- (1) The Provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.
- (2) The Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.
- (3) The Provider agrees to report to the Department any use or disclosure of the information not provided for by this contract or applicable law.
- (4) The Provider hereby assures the Department that if any PHI received from the Department, or received by the Provider on the Department's behalf, is furnished to Provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the Provider with respect to such information.
- (5) The Provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.
- (6) The Provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.
- (7) The Provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the Department or created or received by the Provider on behalf of the Department available for purposes of determining the provider's compliance with these assurances.
- (8) The Provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the Department or received by the Provider on behalf of the Department, that the Provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.
- (9) A violation or breach of any of these assurances shall constitute a material breach of this contract

d. Coordination with Other Providers/Entities

- (1) Upon the effective date of the contract, the Provider may be required to coordinate some tasks with external entities and/or organizations in order to fully implement the requirements of the CPI Training program. By providing integrated services, working agreements with these entities may help clarify roles and responsibilities and establish a shared vision for improving outcomes for the CPI Training program.
- (2) The failure of other providers, entities, or subcontractors to cooperate or properly perform service does not relieve the successful vendor of any accountability for tasks or services that the successful vendor is obligated to perform.

7. Department Responsibilities

a. Department Obligations

- (1) The Department shall actively participate in curriculum and course design and shall assist with coordinating training schedules and providing feedback on course and training materials improvement initiatives.
- (2) Upon request, the Department shall provide technical assistance and expertise in an expeditious manner when problems and/or issues arise regarding policy questions, timeframes, and other related topics.
- (3) The Department, utilizing the state wide Child Welfare Training Academy contract, to assist with the development of the approved training curriculum.
- (4) The Department is responsible for ensuring that selected trainees will attend each scheduled training course in order to maximize class size and participation.
- (5) The Department is responsible for maintaining and providing access to the *SkillNet* system and FSFN system.
- (6) The Department is responsible for making available the annual security awareness training to all applicable Provider employees.

b. Department Determinations

The Department reserves the right to determine satisfactory performance of the Provider in carrying out tasks and completing deliverables specified in this contract through review of status reports, deliverables and Department monitoring.

c. Monitoring Requirements

- (1) The Department will monitor the Provider's compliance with the terms and conditions of this contract in accordance with CFOP 75-8, *Contract Monitoring Operating Procedures*. The Provider will receive a written report from the Department within thirty (30) working days from the exit interview for an on-site monitoring, and within thirty (30) working days from completion for a desk review monitoring.
- (2) If the report indicates a need for corrective action, the Provider must develop and submit to the Department for approval, a corrective action plan within thirty

(30) calendar days from the receipt of the Department's notification of the need for a corrective action plan.

- (3) The corrective action plan must be documented on the corrective action plan document, which is issued by the Department to the Provider concurrently with the final monitoring report. **The plan must include a timeline and identify the position responsible for correcting the deficiency.** Upon full implementation of all corrective actions, the Provider will be required to certify such to the Department. The determination of the adequacy of the provider's corrective action and the elements of the plan rests solely with the Department.

C. METHOD OF PAYMENT

1. Project Funding

This is a cost reimbursement contract. The Provider shall refer to OMB Circular A-21, Cost Principles for Institutions of Higher Education dated May 10, 2004. The Department shall reimburse the Provider for allowable expenditures incurred pursuant to the terms of the contract as outlined in **Exhibit D, Line Item Budget and Budget Narrative**. This is a multi-year contract, and the total dollar amount will not exceed **\$1,426,680.00**, subject to the availability of funds. The following is a list of scheduled funding by fiscal year:

FY 2010 - 2011:	\$356,670.00, subject to the availability of funds.
FY 2011 - 2012:	\$356,670.00, subject to the availability of funds.
FY 2012 - 2013:	\$356,670.00, subject to the availability of funds.
<u>FY 2013 - 2014:</u>	<u>\$356,670.00, subject to the availability of funds.</u>
Total:	\$1,426,680.00, subject to the availability of funds

2. Line Item Budget and Budget Transfers

- a. The Provider shall submit **Exhibit D, Line Item Budget and Budget Narrative** to the contract manager who shall incorporate said exhibit into this contract. It is understood by both parties that the format for this exhibit is used as an "example" only and that both parties may mutually agree upon a revised format which better serves both parties.
- b. The Provider is authorized to transfer, without a contract amendment, expenditure authority from one line item to another for an amount not to exceed ten-percent (10%) or less of the line item into which the expenditure authority is being transferred, only if the following conditions are met:
 - (1) The change does not decrease or increase the original dollar amount of each state fiscal year's contract budget;
 - (2) There is another line item in the budget from which funds can be shifted without affecting the overall scope of the work; and,
 - (3) The change does not involve establishing a new line item.
- c. The Provider shall notify the contract manager in writing of the necessity and the details of the budget transfer prior to submitting an invoice that reflects the expenditure authority transfer. Any modification to any line items that exceed ten- percent (10%) during the contract period shall require a formal contract amendment prior to incurring such expenditures.
- d. The approved **Exhibit D, Line Item Budget and Budget Narrative** except as noted above, may be modified only through an amendment to this contract which shall be initiated by a request from the Provider to the contract manager which includes

justification supporting the need for the modification. Budget amendments cannot be made retroactive to a date prior to the execution date of the formal amendment.

3. Invoice Requirements

a. Monthly Invoice

- (1) The Provider shall request payment through submission of a properly completed invoice utilizing **Exhibit E, Monthly Invoice**, along with any supporting documentation within fifteen (15) days following the end of the month for which payment is being requested. Payment due under this contract will be withheld until the Department has confirmed delivery of negotiated services.
- (2) Payment shall be authorized only for service units and negotiated unit prices as listed in Exhibit D. Any service unit not previously listed in this exhibits shall not be provided or invoiced.

b. Invoice Processing Timeline

- (1) The Department will have up to five (5) working days from receipt of the invoice to approve, disapprove in its entirety, or disallow certain proposed expenditures listed. Approved invoices will be processed expeditiously for prompt payment. Disapproval of proposed expenditures will result in rejection of the entire invoice. The Department will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by the Provider in order to process the invoice for payment.
- (2) The Provider will have five (5) days from the date of rejection of the initial invoice to correct and resubmit for payment.
- (3) At the Departments discretion, it may elect to disallow certain proposed expenditures and process the balance of the invoice for prompt payment, with the proviso that when the Provider corrects the disallowed portion, they may resubmit a revised invoice for review and approval.

c. Supporting Documentation

- (1) It is expressly understood by the Provider, that any payments due to the Provider under the terms of this contract may be withheld pending the receipt and approval by the Department of all required reports due from the Provider as a part of this contract and any adjustments thereto. The Department will return requests for payment, which cannot be documented with supporting evidence, to the Provider.
- (2) **Restriction of Expenditures**
The following items are expressly prohibited from purchase with these contract funds: flowers, awards or plaques, entertainment, promotional items and meals to include bottled water, snacks and refreshments excluding meals associated with travel per Chapter 112, F.S.
- (3) **Salaries**
A payroll register or similar documentation shall be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. A document reflecting the hours worked times the rate of pay will be acceptable when reimbursement is being requested for individuals being

paid by the hour. Time sheets for all employees shall be retained by the Provider to support the payroll register entries.

(4) **Fringe Benefits**

Fringe benefits shall be supported by the pay register detail showing the amount paid on the behalf of the employee (e.g. insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

(5) **Professional Services Fees on a Time/Rate Basis**

The invoice shall include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate times the number of hours worked, shall be stated. Supporting documentation shall be included detailing the hours represented on the invoice. Such documentation should include time sheets or a time log and check warrant numbers. The State's Chief Financial Officer reserves the right to require further documentation on an as needed basis.

(6) **Postage and Reproduction Expenses**

Purchases made from outside Providers shall be supported by paid invoices and/or receipts. Purchases for all in-house postage (e.g., postage meter) and reproduction expenses must be supported by usage logs or similar documentation.

(7) **Expenses**

Receipts or other payment documentation are required for all expenses incurred, (e.g., office supplies, printing, long distance telephone calls, etc.). Receipts or other payment documentation are required for all expenses of this nature.

(8) **Travel**

For all travel expenses, a Department travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) (previously numbered C-676) must be submitted. Copies of original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with section 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.

(9) **Conference Travel**

Prior approval is required in accordance with section 112.061, F.S., and must be certified on Form DFS-AA-13 (State of Florida Authorization to Incur Travel Expense) (previously numbered C-676C) with a copy of the program or agenda of the conference attached. Reimbursement is in accordance with the provisions of the clause above entitled *Travel*. See CFOP 40-1 for further explanation, clarification, and instruction.

(10) **Service Delivery Documentation**

The Provider shall maintain records documenting the total number of recipients

of services and names (or unique identifiers) of recipients to whom services were provided and the date(s) on which services were provided so that an audit trail documenting services provision is available.

(11) **Auditing**

Expenditures and supporting documentation shall meet the minimum requirements established by the Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing, Reference Guide for State Expenditures, which is available at the Department of Financial Services website.

(12) **MyFloridaMarketPlace (MFMP) Transaction Fee**

This contract/item is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with 60A-1.032(1)(e), F.A.C.

D. SPECIAL PROVISIONS

1. Contract Renewal

This contract may be renewed for one term not to exceed four (4) years, or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

2. Court Venue

Venue for any court action pertaining to this contract shall be in Leon County, Florida.

3. Confidentiality

The Provider shall instruct its employees to use the degree of care as is required of State employees to keep confidential information concerning the clients of the State, its financial affairs, its relationships with its citizens and its employees, as any other information which is confidential in accordance with the State and Federal Law. (Chapter 393.13 F.S.)

Information contained within files/reports stored within the Providers storage facility is confidential. The Provider agrees to maintain the confidentiality of all information, which is not a public record pursuant to Section 119.07 of the Florida Statutes. The Provider will not release any information to any individual without prior written permission from the Department. The Provider acknowledges that violation of applicable state and federal confidentiality restrictions may result in civil or criminal penalties.

It will be required to have each Provider employee read and sign **Exhibit B, Confidentiality Statement** as a condition of employment.

4. Dispute Resolution

It is expected that the Provider and the Department will agree to cooperate in resolving any differences concerning performance or in interpreting a contract. Within five (5) working days of the execution of a contract for services, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name, business address and telephone number. Within five (5) working days from

delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make recommendations to the Secretary who has final authority to resolve the dispute. The parties reserve all their rights and remedies under Florida Law.

5. Accommodations for Disabilities

To comply with the *Americans With Disabilities Act*, the Provider shall include the following notice on all training materials for each training day offered:

*“Persons with a documented disability requesting reasonable accommodations should contact **(enter name)**, Department of Mental Health Law and Policy, 13301 Bruce B. Downs Blvd., Tampa, FL 33612, at **(enter phone number)** or electronic mail **(enter email address)** at least 10 days in advance of the event. Persons with hearing or speech impairments should contact, **(enter name)**, Department of Mental Health Law and Policy, by using the Florida Relay System at 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).”*

E. LIST OF EXHIBITS

EXHIBIT A – Child Welfare Core Competencies

EXHIBIT B – Confidentiality Statement

EXHIBIT C – Security Agreement Form – CF-114

EXHIBIT D – Line Item Budget and Budget Narrative

EXHIBIT E – Monthly Invoice

APPENDIX XV

EXHIBIT A (Draft)

CHILD WELFARE CORE COMPETENCIES

Child Protective Investigator Training Program

TO BE DETERMINED

APPENDIX XVI

EXHIBIT B (Draft) CONFIDENTIALITY STATEMENT Child Protective Investigator Training Program

I, _____ (Employee Name Here) hereby affirm the following:

I agree that during the term of my employment for (Provider Name Here) and thereafter, I shall not disclose or cause any third parties to disclose, any clients' information, or other information relating to the business, systems, procedures or interests of the State of Florida, Department of Children's and Families, hereinafter referred to as the "department", which is regarded by the department as secret, confidential and valuable, referred to as "Confidential Information".

I understand and agree that any disclosure of such Confidential Information shall be deemed a breach of this agreement and shall result in immediate termination of my employment with the department or its contracted provider, unless such disclosure is authorized in writing by an authorized department staff.

I acknowledge that I have read this agreement, understand it, and I agree to be bound by it.

Print Name

Signature

Date

APPENDIX XVII

EXHIBIT C (Draft)



SECURITY AGREEMENT FORM

The Department of Children and Families has authorized you:

Employee's Name/Organization

to have access to sensitive data through the use of computer-related media (e.g., printed reports, microfiche, system inquiry, on-line update, or any magnetic media).

Computer crimes are a violation of the department's Standards of Conduct and, in addition to departmental discipline, the commission of computer crimes may result in Federal and/or State felony criminal charges.

I understand that a security violation may result in criminal prosecution according to the provisions of Federal and State statutes and may also result in disciplinary action against me according to the department's Standards of Conduct in the Employee Handbook.

By my signature below, I acknowledge that I have received, read, understand and agree to be bound by the following:

- The Computer Related Crimes Act, Chapter 815, F.S.
- Sections 7213, 7213A, and 7431 of the Internal Revenue Code, which provide civil and criminal penalties for unauthorized inspection or disclosure of Federal tax data.
- 6103(l)(7) of the Internal Revenue Code, which provides confidentiality and disclosure of returns and return information.
- It is the policy of the Department of Children and Families is that personal passwords are not to be disclosed.
- It is the policy of the Department of Children and Families that information is not to be obtained for my own or another person's personal use.
- I will only access or view information or data that I am authorized, and have a legitimate business reason in the course of the performance of my duties. I shall maintain the integrity of all confidential and sensitive information accessed.
- The "casual viewing" of employee or client data, even data that is not confidential or otherwise exempt from disclosure as a public record, constitutes misuse of access, is not acceptable, and will not be tolerated.
- It is the policy of the Department of Children and Families that database queries will be performed on a regular basis to identify misuse of access.

PRIVACY ACT STATEMENT: Disclosure of your social security number is voluntary, but must be provided in order to gain access to department systems. The number is requested pursuant to Section 282.318, Florida Statutes, the Security of Data and Information Technology Resources Act. The Department will request your social security number so that we may provide you secure access to data systems. This will prevent unauthorized access to confidential and sensitive information collected and stored by the Department and provides the Department a unique identifier in our systems.

Print Employee's Name

Signature of Employee

Date

Print Supervisor's Name

Signature of Supervisor

Date

APPENDIX XVIII

EXHIBIT D (Draft)

LINE ITEM BUDGET AND BUDGET NARRATIVE

Child Protective Investigator Training Program

To Be Determined

EXHIBIT E (Draft)

Child Protective Investigator Training Program

Invoice Date: _____

Contract #: _____

Contract Amt: \$XXX,000.00

FEID: _____

PERIOD OF SERVICE PROVIDED: _____

DESCRIPTION OF SERVICES		MONTHLY EXPENDITURES	CUMULATIVE EXPENDITURES TO DATE	BALANCE AVAILABLE
1				
2:				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
	TOTAL			

I hereby certify that the above invoice is a true, accurate and correct reflection of the activities of this period; and that these expenditures reported are made only for items that are allowable and directly relate to the purposes of this referenced contract. Support documentation is provided as attached.

Date: _____

Title: _____

APPENDIX XX

FINANCE AND COMPLIANCE AUDIT

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 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, limited scope audits as defined by OMB Circular A-133, as revised 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 OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 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 OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, 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 Subpart C of OMB Circular A-133, as revised.

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.

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

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 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. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 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 (2 copies)

Contract Managers Name
Address
City, State and Zip Code

B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: single_audit@dcf.state.fl.us

C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

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

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 OMB Circular A-133 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.

APPENDIX XXI

State of Florida PUR 1000 General Contract Conditions

Contents

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor’s control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dls.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure

to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be

amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course

of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms

of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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