

Florida Department of Elder Affairs

**REQUEST FOR PROPOSAL
Consumer Directed Care Plus Program Payroll Processing Subagent**

RFP #10-07-10

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SECTION 1: PURPOSE AND GENERAL INFORMATION

1.1 PURPOSE

This Request for Proposals has been issued by the Florida Department of Elder Affairs (DOEA) for the selection of a vendor to act as the payroll provider/subagent for the Department's Consumer Directed Care Plus (CDC+) program. DOEA is seeking a responsive and responsible Medicaid service provider to perform the functions of payroll processing and subagent in support of the Department's role as Fiscal Employer Agent.

1.2 BACKGROUND

The CDC+ Program operates within the Department's Division of Statewide and Community-Based Services. The program is a Medicaid program in Florida that gives the consumer the opportunity to hire workers and vendors to help with daily needs such as house cleaning, cooking and getting dressed. The paid workers may be family members or friends of the enrollee. At the time of this posting, approximately 455 clients participate in this self-directed program. The program is open for new enrollment, and a conservative estimate of the rate of future program growth is 120 new enrollees per year, ongoing, after adjusting for attrition. The Department serves as the Fiscal Employer Agent for the participants in the following programs:

- Department of Elder Affairs Aged and Disabled Adult Medicaid Waiver (elders age 60 and over)
- Department of Children and Families Aged and Disabled Adult Medicaid Waiver (adults age 18-59 with disabilities)
- Agency for Health Care Administration Aged and Disabled Adult Medicaid Waiver (technologically dependent adults formerly served through Children's Medical Services)
- Department of Health Traumatic Brain and Spinal Cord Injury Medicaid Waiver
- Various Area Agencies on Aging serving Veterans with disabilities (non-Medicaid program)

1.3 GLOSSARY

ACCOUNT RECONCILIATION (or RECONCILIATION): The process of matching and comparing payroll information against those checks presented on the CDC+ program's bank statement. The balance of the accounting ledger should reconcile (match) to the balance of the bank statement. The purpose of this process is to uncover and resolve any discrepancies.

ACTIVE PARTICIPANT: is any CDC+ participant for whom the Provider has received funding from the Medicaid Fiscal Intermediary (MFI) or from an Area Agency on Aging (AAA) to support Veterans Administration-funded clients participating in the program.

ADMINISTRATIVE EXPENSES FUNDS: Funds provided by the Department or the various participating Area Agencies on Aging for the specific purpose of paying for incidental administrative costs associated with operating the program. These funds are to be held by the Provider in a commercial checking account and not commingled with funds from any other source. These funds are to be used, when authorized in writing by Department staff, to pay for incidental costs such as overnight postage, employment background screening or the cost of providing emergency checks.

AREA AGENCY ON AGING (AAA): One of eleven independent non-profit agencies throughout the state of Florida that administer a variety of services for elders, individuals with disabilities, and veterans funded through the Veterans Health Administration. For the purposes of this RFP, the AAAs administer the Veteran Directed Home and Community Based Services program under an agreement with local Veterans Medical Centers.

AREA AGENCY ON AGING LINE OF CREDIT: The provider must make available to participating Area Agencies on Aging a line of credit to fund client accounts for a period up to ninety (90) days to assist the AAAs in pre-funding client accounts. Payments from the Veterans Health Administration to the AAAs are paid 30 – 90 days after receipt of the AAA invoice. The purpose of the Area Agency on Aging Line of Credit is to reduce the financial hardship for the AAAs related to pre-funding of client accounts and delayed payment by the Veterans Health Administration.

AREA AGENCY ON AGING/VETERANS ADMINISTRATION PARTICIPANTS (AAA/VA PARTICIPANTS): Non-Medicaid clients served under this contract. AAA/VA clients are funded through the Veterans Health Administration and their care is managed by various Area Agencies on Aging, with the Florida Department of Elder Affairs subcontracted to serve as a Fiscal Employer Agent.

BACKGROUND SCREENING: Refers to a mandatory criminal background check performed on potential and existing employees of CDC+ participants.

BUDGET ALLOCATION: The amount of money made available each month to a participant to purchase needed long-term care services, based on the results of a functional needs assessment.

BUDGET PLAN: A monthly expenditure plan of approved services and supports developed by a CDC+ participant or representative.

CALENDAR DAY: 24 hour period of time on standard calendar, including Saturdays, Sundays and holidays – as opposed to “business days” which are Monday through Friday, excluding holidays.

CASH CHECK: An advance payment to a participant or participant’s representative based on the participant’s approved budget plan that is to be used to purchase approved local goods and services that require an immediate outlay of cash. This payment is not taxable, nor is it considered income to the participant or the participant’s representative. Cash checks shall be released to participants along with the payroll that occurs as close to the beginning of the month as possible, so that the participants will have the funds available for use during the month in which that cash is budgeted.

CDC+ PROGRAM BANK ACCOUNT: the bank account opened and maintained by the Provider to be the repository for all funds received from the program either from AHCA per the Department’s invoicing or an Area Agency on Aging for distribution via journal entry to each individual CDC+ participant.

CONSULTANT: As defined in section 409.221, F.S., the term means an individual who has been specially trained in CDC+ program policy and operations to provide technical assistance to participants in meeting their responsibilities under the CDC+ program.
Consumer Directed Care Plus CDCFEA IT Web-based Payroll System (CDC+ Websystem solution) – the system that provides the interface for Department users to authorize and adjudicate timesheets from employees and invoices from business vendors and independent contractors.

CONSUMER OR PARTICIPANT: The term means a person who has chosen to participate in the CDC+ program, has met the enrollment requirements, and has received an approved budget allowance. For the purpose of this RFP, all reference to “consumer” or “participant” means individuals participating in the CDC+ program operated by the Department of Elder Affairs. The consumer/participant is the Common Law Employer; i.e., the employer of record. The consumer/participant is preferably referred to as the participant. See also “participant.”

CONSUMER-DIRECTED CARE PLUS PROGRAM (CDC+): A Self-Directed Home and Community Based Services program for persons directing their own home and community based services under one of several programs for which the Department serves as the Fiscal Employer Agent (FEA). The program is based upon the belief that informed participants or their representatives can best determine their own service needs, determine how and by whom these service needs will be met, and monitor the quality of services received. Participants and their representatives use a FEA to assist them

with payroll and invoice payment. Consultants assist participants in assessing their needs and train participants in how to develop and implement their Purchasing Plans.

CONTINUANCE OF OPERATIONS PLAN (COOP): A plan that establishes policy and guidance to ensure the execution of an organization's mission-essential functions in any event that requires the relocation of selected personnel and functions to an alternate facility.

CONTRACT: The award issued by the Department of Elder Affairs (DOEA) to the successful Respondent to this RFP, which shall incorporate, among other provisions, the contents of this RFP and the successful Respondent's proposal.

DATA BREACH: A data breach is an incident in which confidential, protected, or controlled information is compromised or accessed, or reasonably believed to have been compromised or accessed, by an unauthorized individual. A data breach may also be an incident in which confidential, protected, or controlled information falls into circumstances in which it is reasonably possible for that information to be compromised or accessed by an unauthorized individual.

DEPARTMENT: Refers to the Florida Department of Elder Affairs which is responsible for providing fiscal employer agent services to the following populations participating in Consumer Directed Care Plus: elders over 60, adults with disabilities under the age of 60, participants in the Traumatic Brain and Spinal Cord Injury Waiver, and the Veteran Directed Home and Community Based Services project administered by local Florida Area Agencies on Aging.

DEPARTMENT INFORMATION SECURITY MANAGER: Is responsible for the management and supervision of security measures and controls to protect data and ensure standards compliance and conduct of personnel and contractors in relation to the protection of data and systems owned by or contracted for the Department.

DISASTER RECOVERY (DR): Part of an overall contingency plan, a Disaster Recovery Plan is a process whereby an enterprise/business/entity would restore any loss of data and access to that data in the event of fire, flood, vandalism, natural disaster, terrorism or system failure.

DISENROLLED PARTICIPANT: an individual who is no longer participating in the CDC+ program.

ELECTRONIC FUNDS TRANSFER (EFT): refers to the financial institutions' computer-based systems used to perform financial transactions electronically.

ELECTRONICALLY OR ELECTRONIC TRANSMISSION: A HIPAA compliant format over an encrypted communications channel, SSL 2.0 or higher, or in a data file that meets or exceeds the standards of State and Federal agencies for HIPAA related data encryption; i.e., AES-192 or AES-256.

EMERGENCY CHECK: A payment to a participant's employee, independent contractor, or business vendor authorized by the Department via email that is part of neither a regular payroll nor a supplemental payroll that must be issued by the Provider within 1 business day of having received notice from the Department.

EMPLOYEE: An individual who is directly hired by a participant to provide care services. Under common law rules, anyone who performs services for an employer is the employer's employee if the employer can control what will be done and how it will be done. Even when the employer gives the employee freedom of action, the employer has the right to control the details of how the services are performed. Working relationship to the participant meets the IRS criteria and is considered a directly hired employee. Both the employer (participant) and employee pays taxes and the employees are paid from a timesheet.

EMPLOYER: Under CDC+, this term refers to the participant, who is the employer of record.

FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE): The statewide Florida Department that is responsible for administration of a variety of law enforcement functions. With regard to this contract, FDLE serves as the entity that performs employee background screenings and is paid by the provider based on a monthly invoice submitted to the provider by the Department.

GOVERNMENT FISCAL EMPLOYER AGENT WITH SUBAGENT: In accordance with Section 3504 of the IRS Code and IRS Revenue Procedures 80-4, 1980-1 C.B. 581 and as modified by IRS Proposed Notice 2003-70, a state or local government entity that acts as an "employer agent" for participants, performing all that is required of an employer for wages paid on the employer's behalf and all that is required of the payer for requirements of back-up withholding, as applicable. The FEA receives, disburses and tracks public funds based on participants' approved service plans and budgets; assists participants with completing FEA enrollment and employee employment forms; conducts criminal background checks of prospective workers; and verifies workers' information (i.e., social security numbers, citizenship or legal alien verification documentation) and qualifications. It also prepares and distributes payroll including the withholding, filing and depositing of Federal and state income tax withholding and employment taxes; processes and pays vendor invoices for approved goods and services; supports consultants and participants; and may arrange and process payment for workers' compensation and health insurance, when appropriate. The Government FEA may or may not choose to delegate employer agent tasks to a reporting or subagent per IRS Proposed Notice 2003-70.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): the Federal law (42 U.S.C. 1320d; 45 CFR 160,162 and 164) that establishes standards for the privacy and security of health information, as well as standards for electronic transmission of data interchange of health information.

INDEPENDENT CONTRACTOR: An individual who is the self-employed, sole proprietor of a business, or an individual who, by virtue of the working relationship to the participant, meets the IRS criteria (as established by IRS form SS-8) for an independent contractor and is therefore not considered an employee. The employer pays no taxes on behalf of independent contractors; independent contractors are responsible for filing their own taxes and are paid from an invoice rather than a timesheet.

MEDICAID FISCAL INTERMEDIARY (MFI): For Department of Health, Department of Elder Affairs, and Department of Children and Families participants, the entity contracted by AHCA that is responsible for disbursing Medicaid funding to the FEA or subagent monthly based on the total monthly budget allowance of Medicaid Waiver-funded participants.

MONTHLY ACCOUNT STATEMENT: A statement provided by the FEA to the participants, consultants, and the Department on a monthly basis that shows the beginning and ending balance of the participant's account along with the detail of all deposits into and expenditures from the account during the month.

OFFEROR/PROPOSER/RESPONDENT/VENDOR: Any firm or person who submits a proposal to the Department in response to this RFP.

Pay Period – The official time frame covered by each regular payroll. For CDC+, the pay period is two weeks, beginning on Sunday and ending on Saturday.

Payee – The participant's employee, independent contractor and vendor where payment is being made. CDC+ refers to the payee also as a provider or provider ID. /Provider number.

Payment – Check or direct deposit; i.e., electronic funds transfer (EFT).

Payroll – The act of processing payments to participants' employees, vendors, and independent contractors, and issuing payments (checks or direct deposit) for cash purchases and reimbursements to the

participant or the participant's representative. Such processing entails receipt of an electronic file from the Department that identifies each payee or provider ID to be paid, encumbering federal withholding taxes, FICA taxes, and other legal withholdings from an payee's wages, and mailing or direct depositing the resulting checks or direct deposit statements.

PROPOSAL: All information and materials submitted by a Respondent in response to this RFP.

PROTECTED HEALTH INFORMATION (PHI): any individual's personally identifiable health information (as established by 45 CFR 160 and 164). Personally identifiable refers not only to data that is explicitly linked to a particular individual. It also includes health information with data items which reasonably could allow identification of an individual.

PROVIDER: the business entity to which the contract, which may result from this RFP, is awarded.

READINESS REVIEW: This includes the testing and validation of successful payroll processing of test payrolls and reporting results back to the Department, as determined by the Department.

REGULAR PAYROLL: A payroll that is run every two weeks at the end of every pay period.

REPRESENTATIVE: As defined in section 409.221, F.S., the term means an uncompensated individual designated by the participant to assist in managing the participant's budget allowance and needed services. Although the representative acts on behalf of the participant in all CDC+ matters, the participant remains the employer of record.

SUBAGENT: A business entity designated by the FEA to perform specific functions that are the responsibility of an FEA. This business entity assumes the same liability for performance of the specified duties as the FEA. The offeror who is awarded the contract is the subagent.

SUPPLEMENTAL PAYROLL: A payroll that is run between regular payrolls on an as-needed basis. Any supplemental payrolls must be requested in writing by the Department Contract Manager who will be identified in any contract which results from this RFP.

TIMELY: on or before a due date.

TRANSACTION: An action that results in deposits to or withdrawals from a participant's account. This definition does not apply to the MyFloridaMarketPlace Transaction Fee.

VENDOR: For the purposes of this RFP, this term encompasses all the business entities that provide services and supports to a participant under the CDC+ program including for profit and not-for-profit agencies, point-of-sale retail stores, and companies that sell supplies, who have an issued Federal Employer Identification Number (FEIN) and are registered as a corporation with the Florida Department of State.

VENDOR BID SYSTEM (VBS): This is the name of the area of the MyFlorida.com website where all documents related to State of Florida Requests for Proposals are posted at this URL: http://vbs.dms.state.fl.us/vbs/search.criteria_form.

VETERANS HEALTH ADMINISTRATION (VHA): The Federal entity responsible for providing health services to Veterans and their dependents.

WORK WEEK: The official CDC+ work week for participants' employees begins at 12:00 a.m. on Sunday and ends on Saturday at 11:59 p.m. The work week determines an employee's regular and overtime pay.

1.4 ISSUING OFFICER

The Issuing Officer shall be the sole point of contact from the date of the release of this RFP until a notice of intended award or decision is posted by the Department. All questions and requests for clarification should be in writing (includes fax and email) and directed to the Issuing Officer below.

Marianne Moody
Florida Department of Elder Affairs
4040 Esplanade Way
Tallahassee, Florida 32399-7000
(850) 414-2003 - Fax
Email moodym@elderaffairs.org

Pursuant to s. 287.057(24), F.S., 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.

1.5 CALENDAR OF EVENTS

RFP Posted and available on the Florida Vendor Bid System (VBS) at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu	On or about October 7, 2010
Due date for receipt of written questions	5:00 p.m. EST October 14, 2010
Post answers to written questions on the VBS at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu	On or about October 22, 2010
Deadline to submit letter of interest via email to Procurement Officer	5:00 p.m. EST October 28, 2010
Respondent shall request payroll files CD by email to the Procurement Officer	5:00 p.m. EST November 1, 2010
Procurement officer sends CD files to Respondents via overnight carrier for Monday delivery.	On or about November 4, 2010
Checks from test payroll mailed via overnight carrier and postmarked no later than 6:00 P.M. November 16 for delivery to the Procurement Officer no later than Friday, November 19.	6:00 p.m. EST November 16, 2010
Proposal due to the Issuing Officer (Paragraph 1.4 of this RFP) and opened in room 215P, 4040 Esplanade Way, Tallahassee, FL 32399-7000	2:00 p.m. EST November 30, 2010
Post Notice of Intent to Award on the VBS at: http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu	On or about December 16, 2010

1.6 ACCESSIBILITY FOR DISABLED PERSONS

If a special accommodation is needed, please advise the Issuing Officer no later than five (5) working days prior to the event.

SECTION 2: SPECIAL CONDITIONS

2.1 RESPONSIVENESS

The Department reserves the right to determine which proposals meet the material requirements of this RFP and which Respondents are responsive.

2.2 COSTS OF DEVELOPING, SUBMITTING PROPOSAL, AND OWNERSHIP

Neither the Department nor the State is liable for any of the costs incurred by a Respondent in preparing and submitting a proposal. All proposals become the property of the Department upon receipt and will not be returned to the Respondents once opened. The Department shall have the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

2.3 ADDENDA

Any and all addenda to this RFP will be issued in writing and posted on the Florida Vendor Bid System at:

http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu

2.4 RESPONDENTS INQUIRIES

Inquiries concerning the RFP must be addressed to the Issuing Officer **in writing only**. Inquiries via FAX and EMAIL are acceptable. Telephone calls will not be accepted. Any inquiries must be submitted no later than the date specified in the Calendar of Events (Paragraph 1.5). All written responses to questions will be prepared and posted on the Vendor Bid System as an addendum on or about the date specified in the Calendar of Events. No individual responses will be provided.

2.5 CONFLICT OF INTEREST AND DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Department, the State of Florida, or any of its agencies. All Respondents must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Department, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under s.112.3215, F.S., in seeking to influence the actions of the Department in connection with this procurement.

2.6 CONTRACT

The contract between the Department and the successful Respondent shall incorporate this RFP, addenda to this RFP, and the Respondent's proposal. In the event of a conflict in language among any of the documents referenced herein, the provisions and requirements of the contract shall govern. The contract shall be awarded in accordance with Rule 60A-1.002(9), Florida Administrative Code (FAC), and all applicable state and federal statutes. The initial awarded contract term shall be for five (5) years. Upon mutual agreement, the Department and the successful Respondent may renew the contract award for an additional five (5) years without competitive procurement subject to the same conditions of the original contract; each contract is contingent upon satisfactory performance and subject to the availability of funds. The Department shall not be liable for any costs incurred by the Respondent for any work performed before a contract is signed by both parties.

As provided in s.287.042(16)(a), F.S., other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the contractor may, at its discretion,

sell these commodities or services to additional agencies, upon the terms and conditions contained herein. The contract resulting from this RFP may be identified as an Alternate Contract Source by the Department of Management Services (DMS) and, if so, will be posted on the DMS website for use by other agencies in accordance with Rule 60A-1.047, FAC. The DMS website is <http://dms.myflorida.com>.

- 2.7 SUBCONTRACTING:** The contractor is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Department deems necessary. The contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Department against any such claims.
- 2.8 DIVERSITY:** The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority, women, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority, women, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority, women, and service-disabled veteran business enterprises participate in the state's procurement process as both contractors and subcontractors in this solicitation. Small, minority, women, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation. Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

The contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority, women, and service-disabled veteran business enterprises.

The Department, when considering two or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one of which is from a ***certified service disabled veteran business enterprise***, that are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified service-disabled veteran business enterprise.

Notwithstanding s.287.057(12), F.S., if a service-disabled veteran business enterprise entitled to the vendor preference under this section and one or more businesses entitled to this preference or another vendor preference provided by law submit bids, proposals, or replies for procurement of commodities or contractual services that are equal with respect to all relevant considerations, including price, quality, and service, then the state agency shall award the procurement or contract to the business having the smallest net worth.

(For information on Certification Procedures for Vendor Preference programs, contact Thad Fortune, Certification Administrator, Office of Supplier Diversity, (850) 487-9863 or email: Thad.Fortune@dms.myflorida.com.)

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE contractors (agents or subcontractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime contractor on an Agency by Agency (or other eligible user) level.

2.9 VENDOR REGISTRATION

Each vendor doing business with the State for the sale of commodities or contractual services as defined in s287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), Florida Administrative Code. Information about the registration is available and registration may be completed at the MyFloridaMarketPlace website (link under Business on the state portal at www.myflorida.com <http://www.myflorida.com>). Those lacking internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, Department of Management Services, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

2.10 GENERAL CONDITIONS AND INSTRUCTIONS

The standard "General Contract Conditions" Form PUR 1000, and the standard "General Instructions to Respondents" Form PUR 1001, are hereby incorporated by reference. The forms are available on the internet at <http://dms.myflorida.com/purchasing>.

SECTION 3: PROVISION OF SERVICES

3.1 SCOPE OF SERVICES

The Department requires a Medicaid Provider to serve as payroll processor and subagent to provide administrative program support services. These services shall include, but not be limited to, the receipt of Medicaid funds from the Agency for Health Care Administration (AHCA) as well as from multiple Area Agencies on Aging. Additional administrative support services shall include the maintenance and reconciliation of the CDC+ program bank account balances; processing payroll in accordance with the Department's authorization; withholding, reporting and filing federal and state employer and employee taxes; issuing W-2 and 1099-Misc statements to payees; and reporting the results of each transaction to the Department.

Additionally, the successful Respondent must provide the following subtasks:

- Offer lines of credit for up to 90 days at a time to Area Agencies on Aging with clients participating in the Veterans Directed Home and Community Based Services program, who enter into separate contracts with the provider, for a total statewide amount of up to \$400,000 at any given time. Refer to price sheet for maximum allowable fees for funds advance. Specific terms of the funds advance will be negotiated prior to contract execution.
- Withhold the cost of background screening from certain designated employees' payroll and pay FDLE for completed background screens based on a monthly FDLE invoice provided by the Department, based on the Department's specific direction.
- Establish separate accounts for the Administrative Expense Funds associated with this contract, use funds from these accounts to pay incidental costs such as overnight mailing for participants as authorized in writing by the Department, and track all authorizations and expenditures related to this account. Funds in this account belong to the Department and the AAAs, as applicable, and shall be returned upon request. There will be no payment to the successful Respondent for any development or start-up costs.

3.2 PROGRAMMATIC AUTHORITY

The successful Respondent must comply with all applicable Federal and State laws, regulations, and program instructions governing the Consumer Directed Care Plus Program including, but not limited to:

- (1) Section 409.221, F.S., Consumer Directed Care Act; and

- (2) Chapter 430, F.S., Department of Elderly Affairs.

3.3 MAJOR PROGRAM GOALS

The primary goal of this RFP is to procure payroll and subagent services from the successful Respondent resulting in accurate and timely payments to CDC+ participants' employees, vendors and independent contractors. These payments shall be authorized through electronic data provided by the Department to permit timely and accurate processing and filing of State and Federal taxes.

3.4 TASKS LIST

The Respondent shall address all areas of work within this task list. The Respondent's technical approach will demonstrate thorough understanding and insight into this project. At a minimum this section should address the project management and operational approach and processes to ensure the timely and accurate completion of the following tasks:

3.4.1 Tasks

- (1) Processing of Payroll, Vendor and Consumer Payments;
- (2) Filing and Payment Federal and State Tax Documents and Obligations;
- (3) Receipt and Disbursement of Funds and Reconciliations of Bank Accounts;
- (4) Dis-enrollment of Common Law Employers, Recoupment of Funds; and
- (5) Record-keeping, Data Transmission and Reporting.

3.4.1.1 Processing of Payroll, Vendor and Consumer Payments

The contractor shall be responsible for the timely processing of all payroll, vendor and consumer payment data into the CDC+ web-based system. Timeliness for each of the respective tasks shall be noted as below.

(1) Payroll

For payroll processing, timeliness shall be construed as completing the following work tasks within three business days of the receipt of electronic payroll information from the Department.

- a. Provide one (1) regular payroll every two weeks in accordance with a payroll schedule to be provided by the Department prior to contract execution. *NOTE: Payroll files will be transmitted to the successful Respondent no later than Tuesday at 1:00 pm Eastern Time on bi-weekly payroll weeks, and pay dates are always the Friday immediately following to the Tuesday of the file transmission.*
- b. Process the payroll for each consumer's employee(s). Processing shall include but not be limited to:
 1. Encumbering the employer's Florida Unemployment (SUTA) Insurance payment in accordance with data provided by the Department.
 2. Encumbering the employer's Federal Unemployment Tax (FUTA) payment in accordance with data provided by the Department.
 3. Encumbering the employer's share of FICA (Medicare and Social Security) taxes for each employee who is not exempt from such taxes.
 4. Deducting from each employee's payment federal income tax withholding based upon W-4 data supplied by the Department.

5. Deducting from the employee's payment FICA (Medicare, and Social Security) taxes based upon data supplied by the Department.
 6. Deducting from the employee's payment any garnishments, liens, or levies against employee wages based upon information supplied by the Department.
 7. Processing payment information for all employees for whom direct deposit data has been provided by the Department.
- c. Mailing to the consumer or the consumer's representative all employee check(s) generated during payroll and the pay stubs detailing gross pay, hours worked, pay period, all deductions, and year-to-date amounts of each, using the address provided by the Department. If the employee uses direct deposit, the pay stub or its equivalent will be sent to the consumer or the consumer's representative. The return address on envelopes will be that of the Florida Department of Elder Affairs CDC+ program.

(2) Vendor Payments

For vendor payments, timeliness shall be construed as completing the following work tasks within three business days of the receipt of electronic payroll information from the Department.

- a. Process the payroll for each of the consumer's vendors and independent contractors. Processing shall include but not limited to:
 1. Accumulating for each independent contractor cumulative payment data for each calendar year beginning with the effective date of this contract through the ending date of this contract in order to file 1099-MISC for those independent contractors who are paid more than \$600 in a calendar year.
 2. Processing payment information for all vendors and independent contractors for whom direct deposit data has been provided by the Department.
- b. Mailing to the consumer's or the consumer's representative all check(s) for vendors and independent contractors generated during payroll and the pay stubs showing amount paid and year-to-date amount paid, using the address provided by the Department. If the vendor or independent contractor uses direct deposit, the pay stub or its equivalent will be sent to the consumer or the consumer's representative. The return address on envelopes will be that of the Florida Department of Elder Affairs CDC+ program.

(3) Consumer Payments

For consumer payments, timeliness shall be construed as completing the following work tasks within three business days of the receipt of electronic payroll information from the Department.

- a. Issue a payment to the consumer or the consumer's representative, as specified by the Department. Such payments may be made for either of the following purposes, are not taxable, and shall not be considered income to the payee:
 1. To enable the consumer or the consumer's representative to purchase approved goods and services locally.

2. To reimburse the consumer or the consumer's representative for having paid a vendor with his or her own funds.
- b. Such processing shall include but not limited to:
1. Processing payments for all consumers or representatives for whom direct deposit data has been provided by the Department.
 2. Mailing to the consumer's or the consumer's representative all such checks generated during payroll and the pay stubs specifying the amount and purpose (i.e., "Cash Check" or "Reimbursement"), using the address provided by the Department. If the consumer or consumer's representative uses direct deposit, the pay stub or its equivalent will be mailed instead of the check. The return address on envelopes will be that of the Florida Department of Elder Affairs CDC+ program.
- (4) Confirmation of Payroll, Vendor and Consumer Payments
Upon receipt of the respective electronic data files from the Department (payroll, vendor, consumer) for each of the above task categories, the contractor shall return to the Department, within ten (10) business days an updated transaction report. The report shall be submitted as part of the Department's electronic file that includes the following:
- Check numbers;
 - Amounts paid;
 - Payee;
 - Pay period; and/or
 - Other designated values specified by the Department.

3.4.1.2 Filing and Payment of Federal and State Tax Documents and Obligations

The contractor shall ensure the timely payment and filing of all required federal and state tax documents associated with payments and obligations made through the CDC+ web-based system. This responsibility shall encompass the following actions:

- (1) Staying current with all federal and state laws and regulations related to the subagent responsibilities under this contract. The contractor will be responsible for unfulfilled federal/state tax obligations, including penalties and interest, unless said unfulfilled obligations, penalties and interest were due to errors or omissions on the part of the Department.
- (2) On behalf of each consumer, the contractor shall file IRS Form 941, Employer's Quarterly Federal Tax Return, and make the appropriate FICA (Medicare and Social Security) and withheld federal income tax payments for each consumer and each consumer's employees.
- (3) After filing the IRS Form 941 with the federal government, the contractor shall provide to the Department in the immediate subsequent transaction report, a summary of the data on the 941 filing.
- (4) On behalf of each consumer, the contractor shall file IRS Form 940, Employer's Annual Federal Unemployment (FUTA) Tax Return and make appropriate payments.

- (5) After filing the IRS Form 940 with the federal government, the contractor shall provide to the Department in the immediate subsequent transaction report, a summary of the 940 filing.
- (6) On behalf of each consumer, the contractor shall file electronically UCT-6, Employer's Quarterly Report of State Unemployment Insurance (SUI) and make appropriate payments to the Florida Department of Revenue (DOR).
- (7) After filing UCT-6 data electronically with the Florida Department of Revenue, the contractor shall provide to the Department in the immediate subsequent transaction report, the amount of SUI paid, the date of filing and the payment.
 - a. Calculate the amount of SUI due from each consumer to the State of Florida in accordance with data provided by the Department, which is based on Form UCT-20, Unemployment Tax Rate Notice, received from the Florida Department of Revenue.
 - b. The contractor may choose to use the UCT-7 (SUI annual filing and payment) rather than the UCT-6 (SUI quarterly filing and payment).
 - c. Notify the Department electronically within 15 calendar days of the end of a calendar quarter when a consumer exceeds \$1,000 per quarter per employee payments (pre-tax wages) so the Department may file necessary SUI documents with the Florida Department of Revenue.
- (8) On behalf of each consumer, recover any overpayment for the employer portion of FICA using either an IRS Form 843 or the fourth quarter IRS Form 941 and deposit any refunds and credit the appropriate consumer's account.
 - a. Use the fourth quarter IRS Form 941 to process refunds unless the FICA refunds are processed after the filing of the fourth quarter 941. Refunds processed after the fourth quarter require use of the IRS Form 843.
 - b. After processing the FICA overpayment, in the immediate subsequent transaction report, include the total FICA refunded and the date of the refund.
- (9) End of year filing requirements
 - a. On behalf of each consumer, process and distribute IRS W-2 forms to the consumer's employees and submit them to IRS electronically according to IRS Form W-2 instructions;
 - b. Within ten (10) business days of filing W-2s with the IRS, provide all W-2 information electronically to the Department;
 - c. On behalf of each consumer, process and distribute IRS Forms 1099-MISC to the consumer's independent contractors and submit this form to the IRS electronically according to IRS Form 1099 instructions; and
 - d. Provide all 1099 information in an electronic summary to the Department.

3.4.1.3 Receipt and Disbursement of Funds and Reconciliations of Bank Accounts

The contractor shall ensure the receipt and disbursement of funds and the timely and accurate bank reconciliation of consumer funds, including the following key tasks:

(1) Funds Receipt and Disbursement

- a. Upon receipt of the EFT from the MFI or for Veteran's Administration participants, the Area Agencies on Aging, deposit the funds into the consumers' bank account;
- b. Upon receipt of the 835 file (consumer remittance advice report provided in standard X12 format) from the MFI, disburse the funds into each consumer's general ledger account in accordance with the amounts specified on the 835 file;
- c. Provide to the Department as part of the transaction report an electronic data file that includes the primary account deposit and withdrawal information and debits and credits made to each consumer's account; and
- d. Provide to the Department as part of the transaction report an electronic data file that includes any other credits into and debits from a consumer's account.

(2) Bank Reconciliations

- a. Conduct a monthly bank reconciliation of the bank account established for consumers' funds;
- b. Within 20 calendar days of the bank statement date, the contractor shall provide to the Department a copy of the bank statement and the bank reconciliation for the bank account established for consumers' funds. This documentation shall be provided in a paper or electronic format;
- c. Provide to the Department as part of the transaction report an electronic file that includes all direct deposit EFT returns, cancelled checks, stop payments, and corrected checks processed on behalf of consumers or their employees, vendors and independent contractors; and
- d. If the cash balance provided by the contractor on the bank reconciliation does not reconcile back to the overall general ledger balances (taking into consideration encumbrances, etc.), the contractor will assign staff to work with Department personnel, if needed, to resolve discrepancies.

3.4.1.4 Dis-enrollment of Common Law Employers, Recoupment of Funds

Upon receipt of information from the Department that a consumer has been dis-enrolled, the contractor shall ensure the following tasks are completed:

- (1) Make the final quarterly 941 FICA filing and payment indicating this is a final filing;
- (2) Make the final 940 FUTA payment;
- (3) Make final quarterly UCT-6 or annual UCT-7 filing and payment;
- (4) File the last UCT-6 even when wages are zero; and
- (5) Return unexpended funds in the dis-enrolled consumer's account to the Department upon request of the Contract Manager, following the directions of the Contract Manager regarding transmission of funds.

Upon receipt of information from the Department that funds from consumers' accounts are to be returned to the MFI for reasons other than dis-enrollment, the contractor shall return the specified funds to the Department, as follows:

- (1) Make a check out to the designated MFI in the amount authorized by the Department indicating the consumer ID number with the pay stub indicating the reason provided by the Department;
- (2) Send an e-mail to the contract manager advising when the check is being mailed; and mail the check to the Department's Contract Manager.

3.4.1.5 Record-keeping, Data Transmission and Reporting

Upon receipt of required information from the Department, the contractor shall establish HIPAA compliant, consumer, employee, independent contractor, and vendor electronic files.

(1) Consumer Files

Upon receipt of the following information from the Department for all current and new consumers for paying and reporting employer taxes, the contractor shall establish HIPAA compliant, consumer, employee, independent contractors, and vendor electronic files.

- a. Consumer's CDC+ ID number
- b. Consumer's CDC+ FEIN
- c. Consumer's Florida UT Account Number
- d. Consumer's Mailing Address
- e. Representative payee name and address, if applicable

(2) Employee Files

Upon receipt of the following information from the Department, the contractor shall establish electronic employee files for all current and new employees for processing payroll and filing IRS Form W-2:

- a. Employee Name
- b. Employee's CDC+ ID number
- c. Employee Social Security Number
- d. W-4 information for tax withholding
- e. Employee's Mailing Address

(3) Independent Contractor Files

Upon receipt of the following information from the Department for all current and new independent contractors, the contractor shall establish electronic independent contractor files for processing payroll and filing IRS Form 1099-MISC.

- a. Independent Contractor's Name
- b. Independent Contractor's CDC+ ID Number
- c. Independent Contractor's Social Security Number or FEIN
- d. Independent Contractor's Mailing Address

(4) Vendor Files

Upon receipt of the following information from the Department for all current and new vendors, the contractor shall establish electronic vendor files for processing vendor payments.

- a. Vendor Name
- b. Vendor's CDC+ ID Number
- c. Vendor's FEIN

3.4.2 Material Provisions and Use

Ownership of all data, materials, and reports originated with and prepared exclusively for the Department pursuant to any contract resulting from this RFP shall belong to the Department. In addition, the successful Respondent will conduct evaluations and revise all materials as necessary throughout the term of the awarded contract.

3.5 TASK LIMITS

The successful Respondent shall not perform any tasks related to the project other than those described in **Paragraph 3.4** without the express written consent of the Department. Such consent can only be authorized by a formal contract amendment.

3.6 COMMUNICATION

Frequent communication between the Department and the successful Respondent will be required under this project. The successful Respondent must select a project manager to act as a primary point of contact.

3.7 SUBCONTRACTORS

The successful Respondent will be required to assume responsibility for all services performed or produced by it and its subcontractors. The Department will consider the primary successful Respondent to be the sole point of contact and responsible for contractual matters, including invoicing and payment of any and all charges resulting from the contract. All payments shall be made to the contractor and under no circumstances shall the Department make payments to any subcontractor.

3.8 DEPARTMENT DETERMINATIONS

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

3.9 REPORTS

The Department requires expeditious performance of the services sought by this RFP. As a monitoring tool, the Respondent shall provide the Department with frequent and regular informative interim progress reports. The format and frequency of all reports including the interim progress reports must be defined in the proposal subject to Department's acceptance. A mixture of informal and formal communication methods may be proposed.

3.10 PAYMENT

Payment will be in the form of per Member per Month fees charged against client accounts and reflected in transaction files returned to the Department.

3.11 COST PROPOSAL

The Respondent shall prepare a cost proposal (**ATTACHMENT I**) for all program requirements as listed in Paragraph 3.4.1, Tasks.

3.12 DATA REQUIREMENTS

The successful Respondent shall create, or make available for the use of the Department and the services under any contract created as a result of this RFP, a secure website and shall submit the following to the Department:

- (1) The disaster recovery plan with stated time frames for restoring software and master files and hardware back-up if the Respondent's information systems are disabled to ensure continuation of payment of employees', vendors' and others' claims. Said disaster recovery plan must be approved by the Department in writing.
- (2) The policy on how they shall ensure that all the data submitted to the Respondent from the Department will be protected from non authorized parties and how that data will be transferred to other sites or users.
- (3) A statement of proposed data handling and data transfer services no later than ten days after the executed date of the resulting contract to the Department Contract Manager for transmittal to the Department's Information Security Manager and Chief Information Officer describing in detail the processes involved in the transfer of data between the Department and the Provider, and the Provider's handling of the data. Technical details shall be listed as thoroughly outlining all aspects of the data, its handling throughout the Provider's processes and its transmission method.

The Department Information Security Manager and Chief Information Officer will review the statement of proposed services and methods. Following this review, any modifications to the proposed services required by the Department Information Security Manager and Chief Information Officer will be made by the successful Respondent within 5 business days and a new statement of proposed services shall be delivered to the Department for review. Only upon written approval by the Department will the services and methods proposed by the Provider be considered acceptable.

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

3.13 PERFORMANCE MEASURES

The successful Respondent shall be held to the following Performance Measures:

- (1) 100% of the time, provide to the Department in the immediate subsequent transaction report, accurate information regarding the primary account deposit and withdrawal information and all deposits to and withdrawals from each participant's general ledger account based on the 835 file received monthly from the MFI or AAA/VA.
- (2) 100% of the time payroll is processed within 3 business days of receipt of an electronic transmission containing employee, vendor, independent contractor, cash check and reimbursement payment information from the Department. To evaluate this performance measure, the Department will track the length of time it takes to process each payroll to ensure that posted pay dates are met. In the event that the Department provides payroll files to the vendor late, the three business day clock shall begin upon receipt of the files from the Department.
- (3) 95% of the time during each 6 month period, a transaction report is returned to the Department within 10 business days of processing each payroll. To evaluate this performance measure, the Department will track the length of time it takes to submit a transaction report to the Department after each payroll is processed during each 6 month period. The number of transaction reports received within 10 business days of payroll processing shall be added together and divided by the total number of payrolls in the 6 month period to give the percentage of transaction reports received within the required time.
- (4) 100% of all Federal quarterly tax reports are filed timely and accurately. This measure shall be evaluated by comparing the dates filed with the dates due.
- (5) 100% of all State quarterly unemployment tax reports are filed timely and accurately. This measure shall be evaluated by comparing the dates filed with the dates due.

- (6) 100% of all IRS Form W-2s are accurate and timely mailed to employees. This measure shall be evaluated annually by comparing a 10% sample of employees' wages, cumulative federal income tax withholding, FICA withholding, and Social Security and Medicare withholding authorized by the Department to the amounts reported on their W-2s. The timely measure shall be evaluated by comparing the dates mailed with the mailing date required by the IRS.
- (7) 100% of all IRS Forms 1099-Misc are accurate and timely mailed to independent contractors. The accuracy measure shall be evaluated annually by comparing a 10% random sample of independent contractors' cumulative pay authorized by the Department to the amounts reported on their 1099-Misc. The timely measure shall be evaluated by comparing the dates mailed with the mailing date required by the IRS.
- (8) 100% of the time W-2 information shall be filed accurately and timely to the IRS.
- (9) 100% of the time, UCT-6 information shall be filed accurately and timely to the Florida Department of Revenue.
- (10) 95% of the time during each 12 month period, a copy of the bank statement and formal bank reconciliation is provided to the Department within 20 calendar days of the bank statement date. This measure shall be evaluated by counting the number of days after the statement date that the statement and reconciliation are received, dividing that number by the total number of possible statements that could be received during the 12 month period.
- (11) 100% of the time, handle requests for emergency checks from receipt of request to posting and notification of the Department, within 24 hours.

SECTION 4: INSTRUCTIONS FOR PROPOSAL

4.1 PROPOSAL:

Interested proposers shall submit a proposal by the date and time set forth in Paragraph 1.5, "Calendar of Events." Proposals must contain:

- 4.1.1 **Transmittal Letter and Entity Information Form.** On letterhead stationery, identify the proposal as " Proposal to the State of Florida Department of Elder Affairs for the Consumer Directed Care Plus Subagent RFP." Identify the name, address, telephone number of Respondent, name and title of Chief Executive Officer or authorized representative submitting the proposal, names of any and all joint proposing firms or subcontractors, and the name, address, telephone number of the person the Department may contact for information if needed. The Respondent shall complete and attach the Entity Information Form (**ATTACHMENT III**)
- 4.1.2 **Title Page.** Each copy of the proposal shall have a title page, which shall contain the RFP number; title of the proposal; Respondent's name (person, organization, firm); name, title, phone number and address of person who can respond to inquiries regarding the proposal; and the name of the Respondent's project director (if known).
- 4.1.3 **A Narrative Discussion** of the proposal and how the Respondent will meet or exceed the specifications in Section 3, Provision of Services, specifically addressing the following:
 - (1) **Introductory Statement** - This section should be an introductory statement of the general strategy and methodology that will be used to achieve the project goals.
 - (2) **Management Capability Services** - This section of the proposal shall:
 - a. Identify the Respondent's company structure as to whether the Respondent is a partnership, corporation, limited liability corporation, sole proprietorship, etc., and the for profit or not-for-profit status of the company.
 - b. Identify the status of the company proposing; if the Respondent is a parent company with subsidiaries, a subsidiary, a "DBA" entity, branch or division.

- c. Provide proof that the Respondent is registered to do business in Florida as evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida, Office of the Secretary of State). In addition, the Respondent's corporate charter number or fictitious name file number, if applicable, shall be provided.
- d. Reasonably and logically identify the management approach to plan, control, and manage the program, in accordance with requirements identified in Section C, Minimum Programmatic Requirements.
- e. Provide a profile of all personnel positions to be assigned to the resulting contract. The specific duties of each position shall be outlined in the proposal.
- f. Identify how the Respondent's organizational structure provides the capability to perform the services required.
- g. Include an organizational chart for the Respondent and one for the program to be operationalized as a result of this RFP, if the Respondent is successful, shall be included.

(3) Management Capability Facility - The Respondent is responsible for providing a facility from which to provide the services specified in this RFP. Space for maintaining confidential records is required.

(4) Program Services – This section shall include a detailed description of the Respondent's approach to providing the services required by this RFP. The Respondent shall explicitly address all Department requirements specified in this RFP. PLEASE NOTE THAT IT IS INSUFFICIENT FOR PROPOSALS TO MERELY RECITE OR REITERATE THE SCOPE OF SERVICES.

(5) Past Performance – The purpose of this section is for the Respondent to demonstrate its knowledge and experience in providing similar services. The Respondent shall provide a client list of all current clients for which the Respondent serves as fiscal agent, subagent or processes XML files. The list shall include the time frame of each contract, the details of the contract (number of staff, duration, specifying the services provided), the duties performed under the contract and the name, title, address, telephone number and email address of a CURRENT contact for the client. The Respondent shall provide a narrative of the specifics of their expertise with XML files in producing a payroll.

(6) Test Payroll Run – The Respondent shall run a test payroll using dummy data to determine the reliability of the proposed system and its compatibility with the Department's payroll systems and procedures. The data shall be provided by the Department or its designee and the results shall be evaluated on a pass/fail basis. If a Respondent is determined to have failed, its proposal may be rejected by the Department. The Department reserves the right to work with a Respondent to correct what it considers to be minor test errors. The Department reserves the right to utilize contracted external consultants to assist in the evaluation of the test payroll materials. **ATTACHMENT II** provides additional information regarding the test payroll procedures.

4.1.4 Cost Proposal (ATTACHMENT D). All costs associated with the services to be provided pursuant to this RFP. The Department will assign a maximum of 100 evaluation points for the responsive Respondent with the lowest cost.

4.1.5 PUR Form 7033, RFP Acknowledgement Form. This form is attached to this RFP.

NOTE: (1) Above should be typed single-sided on 8.5 X 11 inch white paper, with a Times New Roman, 12 font size, and should not exceed 60 single-spaced pages. The proposal should be submitted with Respondent's name and page number on each page. (2) Do not include attachments such as reports, brochures, or other media. It will not be possible for Department reviewers to review media attachments.

4.2 LABELING

The face of the envelope or other container shall contain the following information as applicable:

RFP NUMBER
Title of RFP
Name of Proposer

4.3 COPIES OF PROPOSALS

Respondents shall deliver an **ORIGINAL AND FIVE COPIES OF THE PROPOSAL** to the Department no later than 2:00 p.m. on November 30, 2010, to the Issuing Officer. See **Paragraphs 1.4 and 1.5.**

4.4 DOCUMENT DELIVERY

It is the Respondent's responsibility to ensure that its proposal is delivered by the proper time at the office identified in **Paragraph 1.4** of this RFP. Proposals, which for any reason are not timely received, may not be considered. Late proposals may be declared non-responsive, and may not be scored. **Unsealed and/or unsigned proposals and those submitted by telegram, telephone, or facsimile transmission or other electronic means are not acceptable.**

4.5 INSPECTION OR EXAMINATION OF PROPOSALS

Proposals are exempt from the provisions of s.119.071(1)(b), F.S., until such time as the Department provides notice of a decision or intended decision pursuant to s.120.57(3)(a), F.S., or within 10 days after bid or proposal opening, whichever is earlier.

4.6 EXECUTION OF PROPOSAL

Each proposal must contain the Respondent's name and F.E.I.D. number or Social Security number and the original signature of an authorized representative of the Respondent.

SECTION 5: EVALUATION OF PROPOSALS

5.1 DEPARTMENT REVIEW

The Department will appoint an Evaluation Committee which will evaluate all responsive proposals in accordance with the criteria contained below. The Department may also have the proposals or portions of them reviewed and evaluated by independent third parties or other personnel with technical or professional experience that relates to the work or to a criterion in the evaluation process.

5.2 FATAL CRITERIA

Failure to provide the following will render proposal non-responsive, and the proposal will not be evaluated.

Transmittal Letter and Entity Information Form. On letterhead stationery, identify the proposal as "Proposal to the State of Florida Department of Elder Affairs for the Consumer Directed Care Plus Subagent RFP." Identify the name, address, telephone number of Respondent, name and title of Chief Executive Officer or authorized representative submitting the proposal, names of any and all joint proposing firms or subcontractors, and the name, address, telephone number of the person the Department may contact for information if needed. The Respondent shall complete and attach the Entity Information Form (ATTACHMENT III)	__Yes__No
Introductory Statement. Respondents shall provide an introductory statement of the general strategy and methodology that will be used to achieve the project goals.	__Yes__No
Performance of Test Payroll Run (PASS/FAIL). Respondents shall run a test payroll using dummy data to determine the reliability of the proposed system and its compatibility with the Department’s payroll systems and procedures. The data shall be provided by the Department or its designee and the results shall be evaluated on a pass/fail basis. If a Respondent is determined to have failed, its proposal may be rejected by the Department. The Department reserves the right to work with a Respondent to correct what it considers to be minor test errors. ATTACHMENT II provides additional information regarding the test payroll procedures.	__Yes__No
Cost Proposal (ATTACHMENT I). All costs associated with the services to be provided pursuant to this RFP. See Paragraph 4.1.4 of this RFP for a description of what should be provided in this section.	__Yes__No
PUR Form 7033, RFP Acknowledgement Form. This form is attached to this RFP.	__Yes__No

5.3 PROPOSAL EVALUATION:

Responsive proposals will be evaluated on the following basis:

The maximum number of points a proposal may receive for all elements is 100.

PARAGRAPH 4.1.3—NARRATIVE DISCUSSION	POSSIBLE POINTS	TOTAL POINTS
Management Capability (<i>Paragraph 4.1.3(2) & (3)</i>)	20	
Program Services (<i>Paragraph 4.1.3(4)</i>)	40	
Past Performance (<i>Paragraph 4.1.3(5)</i>)	20	

PARAGRAPH 4.1.4 — COST PROPOSAL	POSSIBLE POINTS	TOTAL POINTS
<p>Cost Proposal (ATTACHMENT I). All costs associated with the services to be provided pursuant to this RFP. See Paragraph 4.1.1 of this RFP for a description of what should be provided in this section.</p> <p>(Lowest Bid/Proposer's Bid) x ____ = Number of points awarded</p>	20	

SECTION 6: AWARD NOTICE

6.1 THE NOTICE OF INTENT TO AWARD will be posted on or about December 16, 2010 on the Vendor Bid System at:

http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu

SECTION 7: DISCLAIMER

The Department of Elder Affairs reserves the right to reject all proposals submitted at any time if the Department deems it to be in the best interest of the State of Florida.

SECTION 8: RIGHT TO NEGOTIATE

If the Department and the selected Respondent are unable to reach agreement on contract content and price and the Statement of Work within a period acceptable to the Department, the Department reserves the right to invite another Respondent to enter negotiations with the Department.

SECTION 9: PROTESTS

Pursuant to s. 120.57(3)(b), F.S., with respect to a protest of 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, a notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2)(c) of the Florida Statutes and Chapter 28-110 of the Florida Administrative Code. Questions to the Issuing Officer shall not constitute formal notice of a protest. It is the Department'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.

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.

COST PROPOSAL

A. Maximum monthly allowable rate for each active participant

CHARGE FOR EACH ACTIVE PARTICIPANT	MONTHLY RATE FOR EACH PARTICIPANT
0 – 1,500 participants	\$35.00
1,501 – 2,500 participants	\$34.00
2,501 and more participants	\$32.00

- B. Cost per hour of extraordinary research (Department Request ONLY) \$ _____
- C. Cost per unit for emergency checks (any in excess of 15/month) \$ _____
- D. Cost for overnight mailing (Department request ONLY) \$ _____
- E. Cost for AAA/VA funds advance up to 90 days, per member per month for monthly budgets of \$1,000 or less \$ _____
- F. Cost for AAA/VA funds advance up to 90 days, per member per month for monthly budgets of \$1,001 to \$2,500 \$ _____
- G. Cost for AAA/VA funds advance up to 90 days, per member per month for monthly budgets over \$2,500 \$ _____

IF ANY MAXIMUM MONTHLY ALLOWABLE RATES STATED ABOVE ARE EXCEEDED BY THE OFFEROR, THE ENTIRE PROPOSAL WILL BE REJECTED.

(THE RENEWAL TERM IS THE SAME NUMBER OF YEARS AS THE TERM OF THE ORIGINAL CONTRACT AND SHALL NOT EXCEED THE AMOUNTS STATED FOR THE INITIAL TERM OF THE CONTRACT.)

By submission of and signature on this form, the Respondent states that the signer has the authority to bind the Respondent and that the Respondent agrees to all terms and conditions of this RFP and commits the Respondent to the prices stated above.

NAME: _____

TITLE: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT): _____

E-MAIL ADDRESS: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

INSTRUCTIONS FOR TEST RUN PAYROLL

Respondents shall email the Department's Procurement Officer, Marianne Moody (Moodym@elderaffairs.org), to request the CD for the data for the dummy/test payroll. Emails should be sent during the timeframe specified in the Calendar of Events, and should provide the contact name and phone number for Department staff to provide user id's and passwords.

Respondents shall download all files on the CD. They shall include eight (8) files that demonstrate the formats of actual payroll files that shall be transmitted by the Department for the dummy payroll. Additionally, the desired format and content for checks and check stubs shall be provided on the file.

On or about the date specified on the Calendar of Events, the Department will send, via overnight mail, a CD which contains eight files, in the same format as the sample files provided, that contain dummy payroll data. Respondents shall use these eight (8) files to produce a payroll that may include up to 1,500 "dummy" provider payments, and generate all checks and check stubs. All tasks shall be accomplished according to the timeframes included in the Calendar of Events.

Entity Information Form

Official Entity Name: _____

Federal Employer Identification Number (including the State of Florida Offeror Sequence Number): _____

Physical Address: _____

Mailing Address (if different): _____

Telephone Number: _____ Fax Number: _____

Name of Contracting Officer: _____ Title: _____

(This individual must have the authority to bind the Respondent, as evidenced by submission of documentation from the governing board if this individual is not the owner or Chief Executive Officer/President of the company)

Respondent’s Contract Manager Name: _____ Title: _____

Mailing Address: _____

Telephone Number : _____ Email Address: _____

Is the Proposing Entity a “DBA” or “Doing Business As” Yes No

If yes, please explain why: _____

Certifications

On behalf of _____, this document certifies that the _____:

- Agrees to all terms and conditions contained in the Request for Proposals for which this proposal is submitted.
- Has met all conditions and requirements of this RFP, including that neither it nor its principals are presently debarred, suspended, or proposed for debarment, or have been declared ineligible or voluntarily excluded from participation in this procurement/contract by any federal or state department or agency. If the Respondent is unable to certify to any part of this statement, such Respondent shall include an explanation in the transmittal letter.
- Neither anyone acting on its behalf has contacted anyone, between the release of the solicitation and due date of this solicitation, 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.
- Neither anyone acting on its behalf or with an interest in the Respondent’s firm has:
 - Had a contract that was not competitively procured to perform a feasibility study for the potential implementation of a subsequent contract, or
 - Participated in the drafting of this solicitation,
 - Developed a program for future implementation dealing with the specific subject matter of this solicitation.

Signature

Date

Official Title

**FLORIDA DEPARTMENT OF ELDER AFFAIRS
STANDARD CONTRACT**

(INSERT PROGRAM NAME)

THIS CONTRACT is entered into between the State of Florida Department of Elder Affairs, hereinafter referred to as the “Department,” and Contractor hereinafter referred to as the “Contractor”, and collectively referred to as the “Parties.” The term contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in **ATTACHMENT III, Exhibit-2** as necessary.

WITNESSETH THAT:

WHEREAS, the Department has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent contractor of the Department.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

2. Incorporation of Documents within the Contract

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant department handbooks, manuals or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the Proposal(s) or other general materials not specific to this contract document and identified attachments.

3. Term of Contract

This contract shall begin on January 1, 2011 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 Tallahassee, Florida, on December 31, 2015.

4. Contract Amount

The department agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed Contract Amount, or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals

By mutual agreement of the parties, in accordance with s. 287.058(1)(f), F.S., the department may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the department and the availability of funds.

6. Compliance with Federal Law

6.1. If this contract contains federal funds the following shall apply:

6.1.1 The provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over \$100,000.00, the contractor shall comply with all applicable

standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 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 Environmental Protection Agency regulations 40 CFR 30. The contractor shall report any violations of the above to the department.

- 6.1.3** The contractor, or agent acting for the contractor, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000.00, the contractor must, prior to contract execution, complete the Certification Regarding Lobbying form, **ATTACHMENT II**. 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.
- 6.1.4** That if this contract contains \$10,000.00 or more of federal funds, the contractor 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 60 and 45 CFR 92, if applicable.
- 6.1.5** That if this contract contains federal funds and provides services to children up to age 18, the contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
- 6.1.6** That a contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor will comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The contractor shall complete and sign **ATTACHMENT V** prior to the execution of this contract.
- 6.2** The contractor shall not employ an unauthorized alien. The department shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation of this contract by the department.
- 6.3** If the contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the contractor must notify the department in writing within thirty (30) days of receiving the IRS notice of revocation.

7. Compliance with State Law

- 7.1** That 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, including Florida provisions for conflict of laws.
- 7.2** Requirements of s. 287.058, F.S. as amended.
 - 7.2.1** The contractor will provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).
 - 7.2.2** The contractor will submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
 - 7.2.3** If itemized payment for travel expenses is permitted in this contract, the contractor will submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.

- 7.2.4** The contractor will allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The contractor's refusal to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.
- 7.3** If clients are to be transported under this contract, the contractor shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, F. A. C.
- 7.4** Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.
- 7.5** The contractor will comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 8. Background Screening**
The contractor shall ensure that, prior to providing services, all persons having access to vulnerable elders and children, their living area, funds or personal property, or protected health information pertaining to such individuals, shall pass a Level II criminal background screening in accordance with the requirements of s. 430.0402 and ch. 435, F.S., as amended. These provisions shall apply to employees, subcontractors, consultants, direct service providers and volunteers. Consequently, any commitment for employment, purchase of services, or volunteer program participation shall be contingent upon the passing of a Level II background check. The background screening shall include employment history checks as provided in s. 435.03(1), F.S., and both local and national criminal record checks coordinated through law enforcement agencies.
- 8.1** For purposes of this section, the term "direct service provider" means a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property. This term includes coordinators, managers, and supervisors of residential facilities and volunteers.
- 9. Grievance Procedures**
The contractor shall develop and implement, and ensure that its subcontractors have established grievance procedures to process and resolve client dissatisfaction with or denial of service(s), and address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, should provide for notice of the grievance procedure and an opportunity for review of the subcontractor's determination(s).
- 10. Audits, Inspections, Investigations, Public Records and Retention**
- 10.1** To 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.
- 10.2** To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after 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.
- 10.3** Upon demand, at no additional cost to the department, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 10.2.
- 10.4** To assure that the records described in Paragraph 10 shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.
- 10.5** At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR 92.36(i)(10), shall be allowed full access to and the right to examine any of the contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in

which kept.

10.6 To provide a financial and compliance audit to the department as specified in this contract and in **ATTACHMENT III** and to ensure that all related party transactions are disclosed to the auditor.

10.7 To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.

11. Nondiscrimination-Civil Rights Compliance

11.1 The contractor will execute assurances in **ATTACHMENT VI** that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

11.2 The contractor will retain, on file, during the term of this agreement a timely, complete and accurate Civil Rights Compliance Checklist (**ATTACHMENT B**).

11.3 The contractor agrees to establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

11.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the contractor understands that the department may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

12. Provision of Services

The contractor will provide services in the manner described in **ATTACHMENT I**.

13. Monitoring by the Department

The contractor will permit persons duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the contractor 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 contractor a written report of its findings and request for development, by the contractor, a corrective action plan where appropriate. The contractor hereby agrees to timely correct all deficiencies identified in the corrective action plan.

14. Coordinated Monitoring with Other Agencies

If the contractor receives funding from one or more of the State of Florida other human service agencies, in addition to the Department of Elder Affairs, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to s. 287.0575, F.S. as amended, Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the contractor shall comply and cooperate with all monitors, inspectors, and/or investigators.

15. Indemnification

The contractor shall indemnify, save, defend, and hold harmless the department and its agents and employees 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.

15.1 Except to the extent permitted by s. 768.28, F.S., or other Florida law, paragraph 15 is not applicable to contracts executed between the department and state agencies or subdivisions defined in s. 768.28(2), F.S.

16. Insurance and Bonding

16.1 To provide continuous adequate liability insurance coverage 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 contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the contractor do not limit the contractor's liability and obligations under this contract. The contractor shall ensure that the department has the most current written verification of insurance coverage throughout the term of this contract. 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.

16.2 Throughout the term of this agreement, the contractor agrees to maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the contractor authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

17. Confidentiality of Information

The contractor 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.

18. Health Insurance Portability and Accountability Act

Where applicable, the contractor will comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164).

19. Incident Reporting

19.1 The contractor shall notify the department immediately, but no later than forty-eight (48) hours from the contractor's awareness or discovery of conditions that may materially affect the contractor or subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made orally to the contract manager (by telephone) with an email to immediately follow.

19.2 To 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 contractor and its employees.

20. New Contract(s) Reporting

The contractor shall notify the department within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) contract manager name and number. In complying with this provision, and pursuant to s. 287.0575, F.S. as amended, the contractor shall complete and provide the information in **ATTACHMENT D**.

Bankruptcy Notification

If, at any time during the term of this contract, the contractor, its assignees, subcontractors or affiliates files a claim for bankruptcy, the contractor must immediately notify the Department of Elder Affairs. Within ten (10) days after notification, the contractor must also provide the following information to the Department of Elder Affairs: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e. g., Northern District of Florida, Tallahassee Division); and, (4) the address, and telephone number of the bankruptcy attorney.

22. Sponsorship and Publicity

22.1 As required by s. 286.25, F.S., if the contractor 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 (contractor's name) and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

22.2 The contractor shall not use the words "The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless, specific authorization has been obtained by the department prior to use.

23. Assignments

23.1 The contractor shall not assign the rights and responsibilities under this Contract without the prior written approval of the department, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the department will constitute a material breach of the contract.

23.2 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 contractor. In the event the State of Florida approves transfer of the contractor's obligations, the contractor remains responsible for all work performed and all expenses incurred in connection with the contract.

23.3 This contract shall remain binding upon the successors in interest of either the contractor or the department.

24. Subcontracts

24.1 The contractor is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the department deems necessary. The contractor further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the department against any such claims.

24.2 The contractor shall promptly pay any subcontractors upon receipt of payment from the department or other state agency. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the contractor and subcontractor, will result in a penalty as provided by statute.

25. Independent Capacity of Contractor

It is the intent and understanding of the parties that the contractor, or any of its subcontractors, are independent contractors and are not employees of the department and shall not hold themselves out as employees or agents of the department without specific authorization from the department. It is the further intent and understanding of the parties that the department does not control the employment practices of the contractor and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the contractor or its subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the contractor shall be the sole responsibility of the contractor.

26. Payment

Payments will be made to the contractor pursuant to s. 215.422, F.S., as services are rendered and invoiced by the contractor. The department's Contract Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the contractor has met all terms and conditions of the contract, unless the bid

specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the department's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5665.

27. Return of Funds

The contractor will return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the contractor by the department. In the event that the contractor or its independent auditor discovers that an overpayment has been made, the contractor shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the Contract Manager, on behalf of the department, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after department notification or contractor discovery.

28. Data Integrity and Safeguarding Information

The contractor shall insure an appropriate level of data security for the information the contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to insure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The contractor shall insure all subcontractors maintain written procedures for computer system backup and recovery. The contractor shall complete and sign **ATTACHMENT IV** prior to the execution of this contract.

29. Conflict of Interest

The contractor will establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the contractor or subcontractor shall participate in selection, or in the award of an agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The contractor or subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The contractor's board members and management must disclose to the department any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The contractor's employees and subcontractors must make the same disclosures described above to the contractor's board of directors. Compliance with this provision will be monitored.

30. Public Entity Crime

Pursuant to s. 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. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

31. Purchasing

- 31.1** To purchase articles which are the subject of or are required to carry out this contract 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 contractor 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.
- 31.2** 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 s. 403.7065, F.S.
- 32. Patents, Copyrights, Royalties**
If any discovery, invention or copyrightable material is developed or produced in the course of or as a result of work or services performed under this contract, the contractor shall refer the discovery, invention or material to the department to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to s. 287.0571 (5) (k) 1 and 2 as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in the contract.
- 32.1** If the primary purpose of this contract is the creation of intellectual property, the state shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 32.
- 33. Emergency Preparedness and Continuity of Operations**
- 33.1** If the tasks to be performed pursuant to this contract, include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the contractor shall notify the department of emergency provisions.
- 33.2** In the event, a situation results in a cessation of services by a subcontractor, the contractor will retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.
- 34. 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 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.
- 35. Use of State Funds to Purchase or Improve Real Property**
Any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.
- 36. Dispute Resolution**
Any dispute concerning performance of the contract shall be decided by the Contract Manager, who shall reduce the decision to writing and serve a copy on the contractor.
- 37. Financial Consequences of Non-Performance**
If the contractor fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then the department must apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to contract suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of contract and reacquiring services from an alternate source.
- 37.1** The contractor shall not be charged with financial consequences, when a failure to perform arises out of causes that

were the responsibility of the department.

38. No Waiver of Sovereign Immunity

Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

39. Venue

If any dispute arises out of this contract, the venue of such legal recourse will be Leon County, Florida.

40. Entire Contract

This contract contains all the terms and conditions agreed upon by the parties. No oral agreements or representations shall be valid or binding upon the department or the contractor unless expressly contained herein or by a written amendment to this contract signed by both parties.

41. Force Majeure

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

42. Severability Clause

The parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

43. Condition Precedent to Contract: Appropriations

The parties agree that the department's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

44. Addition/Deletion

The parties agree that the department reserves the right to add or to delete any of the services required under this contract when deemed to be in the State's best interest and reduced to a written amendment signed by both parties. The parties shall negotiate compensation for any additional services added.

45. Waiver

The delay or failure by the department to exercise or enforce any of its rights under this contract shall not constitute or be deemed a waiver of the department'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.

46. Compliance

The contractor agrees to abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The parties agree that failure of the contractor to abide by these laws shall be deemed an event of default of the contractor, and subject the contract to immediate, unilateral cancellation of the contract at the discretion of the department.

47. Final Invoice

The contractor shall submit the final invoice for payment to the department as specified in Paragraph 3.2.1 (date for final request for payment) of **ATTACHMENT I**. If the contractor fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the department may 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 contractor and necessary adjustments thereto have been approved by the department.

48. Renegotiations or Modifications

Modifications of the 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.

49. Termination

- 49.1** 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 contractor responsible for administration of the contract.
- 49.2** 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 contractor. 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 contractor responsible for administration of the contract. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed prior to the date of termination.
- 49.3** This contract may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. 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 or the contractor's rights to remedies at law or in equity.
- 49.4** 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 contractor under this provision, the contractor 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.

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

a.	The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Contractor Address City State ZIP
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Fiscal Agent Address City State ZIP
c.	The name, address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:	Executive Director Name Address City, State ZIP Phone
d.	The section and location within the department where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Department of Elder Affairs Division of Financial Administration 4040 Esplanade Way, Suite 215 Tallahassee, FL 32399-7000

e.	The name, address, and telephone number of the Contract Manager for the department for this contract is:	<p style="text-align: center;">Contract Manager 4040 Esplanade Way Office Number Tallahassee, FL 32399-7000 (850) 414-2000</p>
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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.

51. All Terms and Conditions Included

This contract and its Attachments, I – __, A, B, and D 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 written or verbal between the parties.

By signing this contract, the parties agree that they have read and agree to the entire contract.

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

Contractor: **Contractor**

**STATE OF FLORIDA,
DEPARTMENT OF ELDER AFFAIRS**

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: CHARLES T. CORLEY

TITLE: _____

TITLE: INTERIM SECRETARY

DATE: _____

DATE: _____

Federal Tax ID: **FEID NUMBER**

Fiscal Year Ending Date: **Fiscal Year End**

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

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-contractors 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

Signature

Date

Name of Authorized Individual

Application or Agreement Number

Name and Address of Organization

FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

In the event that the provider expends \$500,000.00 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Elder Affairs by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Elder Affairs. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the provider expends less than \$500,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Elder Affairs shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Elder Affairs shall be fully disclosed in the audit report with reference to the Department of Elder Affairs agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Elder Affairs in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

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

In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000.00 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department

of Elder Affairs by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Elder Affairs, 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 Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the provider expends less than \$500,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Elder Affairs shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Elder Affairs shall be fully disclosed in the audit report with reference to the Department of Elder Affairs agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Elder Affairs in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Elder Affairs retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

The Department of Elder Affairs at each of the following addresses:

Department of Elder Affairs
Attn: _____
4040 Esplanade Way Office _____
Tallahassee, FL 32399-7000

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

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

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

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

Department of Elder Affairs
Attn: _____
4040 Esplanade Way Office _____
Tallahassee, FL 32399-7000

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

The Department of Elder Affairs at each of the following addresses:

Department of Elder Affairs
Attn: _____
4040 Esplanade Way Office _____
Tallahassee, FL 32399-7000

The Auditor General's Office at the following address:

State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street
Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Department of Elder Affairs pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to the Department of Elder Affairs for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

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

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL FEDERAL AWARD			

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			

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

PART I: AUDIT RELATIONSHIP DETERMINATION

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

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 69I-5.006, FAC, provider has been determined to be:

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

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

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the Department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR Part 225 Cost Principles for State, Local and Indian Tribal Governments (Formerly OMB Circular A-87)*

OMB Circular A-102 – Administrative Requirements

OMB Circular A-133 – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR Part 230 Cost Principles for Non-Profit Organizations (Formerly OMB Circular A-122 – Cost Principles)*

2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)
Requirements)

OMB Circular A-133 – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

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

2 CFR Part 220 Cost Principles for Educational Institutions OMB (Formerly Circular A-21 – Cost Principles)*

2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)

OMB Circular A-133 – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

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

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

Section 215.97, Fla. Stat.

Chapter 69I-5, Fla. Admin. Code

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

**CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE
FOR AGREEMENTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENTS**

The undersigned, an authorized representative of the contractor named in the contract or agreement to which this form is an attachment, hereby certifies that:

- (1) The contractor and any sub-contractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
- (2) Management Information Systems used by the contractor, sub-contractor(s), or any outside entity on which the contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, contractor(s) will take immediate action to assure data integrity.
- (3) If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the contractor (represented by the undersigned) and purchased by the State will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the State, and without interruption to the ongoing business of the state, time being of the essence.

- (4) The contractor and any sub-contractor(s) of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

The contractor shall require that the language of this certification be included in all subagreements, subgrants, and other agreements and that all sub-contractors shall certify compliance 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 OMB Circulars A-102 and 2 CFR Part 215 (formerly OMB Circular A-110).

Name and Address of Contractor

Signature

Title

Date

Name of Authorized Signer
(Revised June 2008)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective contractor certifies, by signing this certification, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or agency.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

Signature

Date

Title

Agency/Organization

(Certification signature should be same as Contract signature.)

Instructions for Certification

1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," and "voluntarily excluded," as used herein, have the meanings set out in the sections of rules implementing Executive Order 12549. (2 CFR 180.5-180.1020, as supplemented by 2 CFR 376.10-376.995). You may contact the Contract Manager for assistance in obtaining a copy of those regulations.
2. This certification is a material representation of facts upon which reliance was placed when the parties entered into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department may pursue available remedies, including suspension and/or debarment.
3. The contractor will provide immediate written notice to the Contract Manager if at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The contractor may decide the method and frequency by which it determines the eligibility of its principals. Each participant to a lower tier covered transaction may, but is not required to, check the Excluded Parties List System (EPLS).
4. The contractor will include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" in all its lower tier covered transactions and in all solicitations for lower tier covered transactions.
5. The contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation, unless otherwise authorized by the federal government.
6. If the contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Department may pursue available remedies, including suspension, and/or debarment.
7. The contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

(Revised June 2008)

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

PAY SCHEDULE

Pay dates are on Fridays, bi-weekly. Work weeks run from Saturday through Friday. In case of Friday holidays, pay dates may be early but may not be late. A specific pay calendar will be provided by the Department prior to contract execution.

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations 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 response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied Respondents has a drug free workplace program. 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 proposal 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 proposal, 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 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BUSINESS NAME

RESPONDENT'S SIGNATURE

DATE

EXAMPLE OF EMPLOYEE PAYROLL CHECK AND STUB AND FORMAT

Logo

Street Address

Check #

City, ST ZIP Code

Phone (509) 555-0190 Fax (509) 555-0191

Employee Code

Four Hundred Ninety One Dollars and 6/100

Pay Date: _____

491.69

Pay Employee Name _____
 To The Address _____
 Order
 Of

Employee Code:	Employee Name: _____			Pay Period		
REG	CUR HRS	CUR WAGES	YTD WAGES		CUR W/H	YTD W/H
	46.50	622.50	3,157.00	FED	83.18	407.49
				MED	9.03	45.78
				NOSTATE	-	
				SS	38.60	195.74

Current Reimb	Cur Wages	Cur Deds	Net Pay	YTD Wages	YTD Deds	YTD Net
0.00	622.50	130.81	491.69	3,157.00	649.01	2,507.99

**EXAMPLE OF VENDOR AND INDEPENDENT CONTRACTOR
DIRECTDEPOSIT STATEMENT FORMAT**

CDC+ LOGO

AP Eft Stub

EFT Date	EFT Amount	Vendor Code	Vendor Name		Vendor Account Number	
3/31/2009	539.00	XXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXX	
	Invoice Number	Date	Amount Paid			
	200903 3/31/09	3/4/2009	539.00			

Example of AP EFT Stub

RETURN XML TRANSACTION REPORT RETURN FROM PROVIDER (FORMAT)

```

<?xml version="1.0" encoding="UTF-8"?>
<xsd:schema xmlns:xsd="http://www.w3.org/2001/XMLSchema" xmlns:od="urn:schemas-microsoft-com:officedata">
<xsd:element name="dataroot">
<xsd:complexType>
<xsd:sequence>
<xsd:element ref="FEA_x0020_Import_x0020_2008-03_x0020_BR" minOccurs="0" maxOccurs="unbounded"/>
</xsd:sequence>
<xsd:attribute name="generated" type="xsd:dateTime"/>
</xsd:complexType>
</xsd:element>
<xsd:element name="FEA_x0020_Import_x0020_2008-03_x0020_BR">
<xsd:annotation>
<xsd:appinfo>
<od:index index-name="costcentercode" index-key="costcentercode" primary="no" unique="no" clustered="no" order="asc"/>
<od:index index-name="entryID" index-key="entryID" primary="no" unique="no" clustered="no" order="asc"/>
<od:index index-name="payorcode" index-key="payorcode" primary="no" unique="no" clustered="no" order="asc"/>
<od:index index-name="PrimaryKey" index-key="ID" primary="yes" unique="yes" clustered="no" order="asc"/>
<od:tableProperty name="Orientation" type="2" value="0"/>
<od:tableProperty name="OrderByOn" type="1" value="1"/>
<od:tableProperty name="NameMap" type="11" value="CswOVQAAAAAgcQ10czUqTIOOn++Weeh27AAAAAB6QrCv2X+NAAACRAAEvADBGAEUA
QQAgAEKAbQBwAG8AcgB0ACAAMgAwADAAOAAAtADAAMwAgAEIAUgAAAAAAAAAA3W0IG
IMjKTpxWR/gQmJXSBwAAACBxDXRzNSpMg6f75Z56HbtJAEQAAAAAAAAAAOUfGLQxd
WkyrbGl/ysf6igcAAAAgcQ10czUqTIOOn++Weeh27ZQBwAHQAcgB5AEkARAAAAAAAA
AAAV/0SecQiKQqxMv18ULakcBwAAACBxDXRzNSpMg6f75Z56HbtKGEAdABIAAAA
AAAAAFaEzp1hdC1D12v/3RRQnigHAAAAIHENdHM1KkyDp/vlnnodu2QAZQBzAGMA
cgBpAHAAdABpAG8AbgAAAAAAAAACfzahCp0EMQbOF6qMrMQIoBwAAACBxDXRzNSpM
g6f75Z56HbtPAHIAaQBnAGkAbgAAAAAAAAADkOUIPFBJsTr2/fIIDHIoDBwAAACBx
DXRzNSpMg6f75Z56HbtYAGUAZgBIAHIAZQBwAGMAZQBwAHUAbQBIAGUAcgAAAAAA
AABhPfq/VGbxTLc+tofa99U9BwAAACBxDXRzNSpMg6f75Z56HbtSAGUAZgBIAHIA
ZQBwAGMAZQBwOAGEAbQBIAAAAAAAAAAANSQ3f07/cFAiiMWTSxP8MIHAAAAIHENdHM1
KkyDp/vlnnodu2EAYwBjAG8AdQBwAHQAbgB1AG0AYgBIAHIAAAAAAAAAAL7/ZfJyi
qEy7sut5qX67KgcAAAAgcQ10czUqTIOOn++Weeh27YwBvAHMAdABjAGUAbgB0AGUA
cgBjAG8AZABIAAAAAAAAAAEZpGDwqYwZJoCE64LkhsSQHAAAAIHENdHM1KkyDp/vl
nnodu2QAZQBIAgkAdABhAG0AbwB1AG4AdAAAAAAAAADXxEo78XDUT4unaFNRwsgH
BwAAACBxDXRzNSpMg6f75Z56HbtjAHIAZQBkAgkAdABhAG0AbwB1AG4AdAAAAAAAA
AAAsIiERH7gmQ6eKlwOde0eIBwAAACBxDXRzNSpMg6f75Z56HbtwAGEAeQBvAHIA
YwBvAGQAZQAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAADAAAAAMAAAAAAAAAAAAAAAA
AAAAAA==
"/>
<od:tableProperty name="DefaultView" type="2" value="2"/>
<od:tableProperty name="GUID" type="9" value="IHENdHM1KkyDp/vlnnoduw==
"/>
</xsd:appinfo>
</xsd:annotation>
</xsd:complexType>
<xsd:sequence>
<xsd:element name="ID" minOccurs="1" od:jetType="autonumber" od:sqlSType="int" od:autoUnique="yes" od:nullable="yes" type="xsd:int">
<xsd:annotation>
<xsd:appinfo>
<od:fieldProperty name="ColumnOrder" type="3" value="0"/>
<od:fieldProperty name="ColumnWidth" type="3" value="-1"/>
<od:fieldProperty name="ColumnHidden" type="1" value="0"/>
<od:fieldProperty name="GUID" type="9" value="N1tCBiDIyk6cVkf4EJiV0g==
"/>
</xsd:appinfo>
</xsd:annotation>
</xsd:element>
<xsd:element name="entryID" minOccurs="0" od:jetType="double" od:sqlSType="float" type="xsd:double">
<xsd:annotation>
<xsd:appinfo>
<od:fieldProperty name="ColumnWidth" type="3" value="-1"/>
<od:fieldProperty name="ColumnOrder" type="3" value="0"/>
<od:fieldProperty name="ColumnHidden" type="1" value="0"/>

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<od:fieldProperty name="DecimalPlaces" type="2" value="255"/>
<od:fieldProperty name="Required" type="1" value="0"/>
<od:fieldProperty name="DisplayControl" type="3" value="109"/>
<od:fieldProperty name="GUID" type="9" value="OUfGLQxdWkyrbGl/ysf6ig=="
"/>
</xsd:appinfo>
</xsd:annotation>
</xsd:element>
<xsd:element name="date" minOccurs="0" od:jetType="datetime" od:sqlSType="datetime" type="xsd:date" time">
<xsd:annotation>
<xsd:appinfo>
<od:fieldProperty name="ColumnWidth" type="3" value="-1"/>
<od:fieldProperty name="ColumnOrder" type="3" value="0"/>
<od:fieldProperty name="ColumnHidden" type="1" value="0"/>
<od:fieldProperty name="Required" type="1" value="0"/>
<od:fieldProperty name="IMEMode" type="2" value="0"/>
<od:fieldProperty name="IMESentenceMode" type="2" value="3"/>
<od:fieldProperty name="GUID" type="9" value="Ff9EnnEIikKsTL9fFC2pHA=="
"/>
</xsd:appinfo>
</xsd:annotation>
</xsd:element>
<xsd:element name="description" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:annotation>
<xsd:appinfo>
<od:fieldProperty name="ColumnWidth" type="3" value="2970"/>
<od:fieldProperty name="ColumnOrder" type="3" value="0"/>
<od:fieldProperty name="ColumnHidden" type="1" value="0"/>
<od:fieldProperty name="Required" type="1" value="0"/>
<od:fieldProperty name="AllowZeroLength" type="1" value="1"/>
<od:fieldProperty name="DisplayControl" type="3" value="109"/>
<od:fieldProperty name="IMEMode" type="2" value="0"/>
<od:fieldProperty name="IMESentenceMode" type="2" value="3"/>
<od:fieldProperty name="UnicodeCompression" type="1" value="0"/>
<od:fieldProperty name="GUID" type="9" value="VoTONWF0LUOXa//dFFCeKA=="
"/>
</xsd:appinfo>
</xsd:annotation>
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="255"/>
</xsd:restriction>
</xsd:simpleType>
</xsd:element>
<xsd:element name="Origin" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:annotation>
<xsd:appinfo>
<od:fieldProperty name="ColumnWidth" type="3" value="-1"/>
<od:fieldProperty name="ColumnOrder" type="3" value="0"/>
<od:fieldProperty name="ColumnHidden" type="1" value="0"/>
<od:fieldProperty name="Required" type="1" value="0"/>
<od:fieldProperty name="AllowZeroLength" type="1" value="1"/>
<od:fieldProperty name="DisplayControl" type="3" value="109"/>
<od:fieldProperty name="IMEMode" type="2" value="0"/>
<od:fieldProperty name="IMESentenceMode" type="2" value="3"/>
<od:fieldProperty name="UnicodeCompression" type="1" value="0"/>
<od:fieldProperty name="GUID" type="9" value="n82oQqdBDEGzheqjKzEJa=="
"/>
</xsd:appinfo>
</xsd:annotation>
<xsd:simpleType>
<xsd:restriction base="xsd:string">
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</xsd:restriction>
</xsd:simpleType>
</xsd:element>
<xsd:element name="referencenumber" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:annotation>

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<xsd:appinfo>
<od:fieldProperty name="ColumnWidth" type="3" value="-1"/>
<od:fieldProperty name="ColumnOrder" type="3" value="0"/>
<od:fieldProperty name="ColumnHidden" type="1" value="0"/>
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<od:fieldProperty name="AllowZeroLength" type="1" value="1"/>
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<od:fieldProperty name="IMESentenceMode" type="2" value="3"/>
<od:fieldProperty name="UnicodeCompression" type="1" value="0"/>
<od:fieldProperty name="GUID" type="9" value="5DICDxQSbE69v3yCAxyKAw==
"/>
</xsd:appinfo>
</xsd:annotation>
<xsd:simpleType>
<xsd:restriction base="xsd:string">
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</xsd:restriction>
</xsd:simpleType>
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<od:fieldProperty name="ColumnHidden" type="1" value="0"/>
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<od:fieldProperty name="IMESentenceMode" type="2" value="3"/>
<od:fieldProperty name="UnicodeCompression" type="1" value="0"/>
<od:fieldProperty name="GUID" type="9" value="YT36v1Rm8Uy3PraH2vfVPQ==
"/>
</xsd:appinfo>
</xsd:annotation>
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="255"/>
</xsd:restriction>
</xsd:simpleType>
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<xsd:element name="accountnumber" minOccurs="0" od:jetType="double" od:sqlSType="float" type="xsd:double">
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<xsd:appinfo>
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<od:fieldProperty name="ColumnHidden" type="1" value="0"/>
<od:fieldProperty name="DecimalPlaces" type="2" value="255"/>
<od:fieldProperty name="Required" type="1" value="0"/>
<od:fieldProperty name="DisplayControl" type="3" value="109"/>
<od:fieldProperty name="GUID" type="9" value="2xDd/Tv9wUCKIxZNLE/wwg==
"/>
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</xsd:annotation>
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<od:fieldProperty name="ColumnOrder" type="3" value="0"/>
<od:fieldProperty name="ColumnHidden" type="1" value="0"/>
<od:fieldProperty name="DecimalPlaces" type="2" value="255"/>
<od:fieldProperty name="Required" type="1" value="0"/>
<od:fieldProperty name="DisplayControl" type="3" value="109"/>
<od:fieldProperty name="GUID" type="9" value="L7/ZfJyiqEy7sut5qX67Kg==
"/>
</xsd:appinfo>

```

```

</xsd:annotation>
</xsd:element>
<xsd:element name="debitamount" minOccurs="0" od:jetType="double" od:sqlSType="float" type="xsd:double">
<xsd:annotation>
<xsd:appinfo>
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<od:fieldProperty name="ColumnHidden" type="1" value="0"/>
<od:fieldProperty name="DecimalPlaces" type="2" value="255"/>
<od:fieldProperty name="Required" type="1" value="0"/>
<od:fieldProperty name="DisplayControl" type="3" value="109"/>
<od:fieldProperty name="GUID" type="9" value="RmkYPCpjBkmgITrgsqGxJA==" />
</xsd:appinfo>
</xsd:annotation>
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<od:fieldProperty name="ColumnHidden" type="1" value="0"/>
<od:fieldProperty name="DecimalPlaces" type="2" value="255"/>
<od:fieldProperty name="Required" type="1" value="0"/>
<od:fieldProperty name="DisplayControl" type="3" value="109"/>
<od:fieldProperty name="GUID" type="9" value="18RKO/Fw1E+Lp2hTUcLIIQ==" />
</xsd:appinfo>
</xsd:annotation>
</xsd:element>
<xsd:element name="payorcode" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:annotation>
<xsd:appinfo>
<od:fieldProperty name="ColumnWidth" type="3" value="-1"/>
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<od:fieldProperty name="ColumnHidden" type="1" value="0"/>
<od:fieldProperty name="Required" type="1" value="0"/>
<od:fieldProperty name="AllowZeroLength" type="1" value="1"/>
<od:fieldProperty name="DisplayControl" type="3" value="109"/>
<od:fieldProperty name="IMEMode" type="2" value="0"/>
<od:fieldProperty name="IMESentenceMode" type="2" value="3"/>
<od:fieldProperty name="UnicodeCompression" type="1" value="0"/>
<od:fieldProperty name="GUID" type="9" value="LCIhER+4JkOnipcDnXtHiA==" />
</xsd:appinfo>
</xsd:annotation>
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="255"/>
</xsd:restriction>
</xsd:simpleType>
</xsd:element>
</xsd:sequence>
</xsd:complexType>
</xsd:element>
</xsd:schema>

```

DOEA PAYROLL VENDOR FILE SENT TO PROVIDER

```

<?xml version="1.0" encoding="UTF-8"?>
<xsd:schema xmlns:xsd="http://www.w3.org/2001/XMLSchema" xmlns:od="urn:schemas-microsoft-com:officedata">
<xsd:element name="dataroot">
<xsd:complexType>
<xsd:sequence>
<xsd:element ref="CDCPLUS_COMPANYNAME_VENDOR_ALL_x0020_2009-12-14" minOccurs="0" maxOccurs="unbounded"/>
</xsd:sequence>
<xsd:attribute name="generated" type="xsd:dateTime"/>
</xsd:complexType>
</xsd:element>
<xsd:element name="CDCPLUS_COMPANYNAME_VENDOR_ALL_x0020_2009-12-14">
<xsd:annotation>
<xsd:appinfo/>
</xsd:annotation>
<xsd:complexType>
<xsd:sequence>
<xsd:element name="EMPLOYER_ID" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="98"/>
</xsd:restriction>
</xsd:simpleType>
</xsd:element>
<xsd:element name="TIN" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="255"/>
</xsd:restriction>
</xsd:simpleType>
</xsd:element>
<xsd:element name="NAME" minOccurs="0" od:jetType="memo" od:sqlSType="ntext">
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="536870910"/>
</xsd:restriction>
</xsd:simpleType>
</xsd:element>
<xsd:element name="SORT_NAME" minOccurs="0" od:jetType="memo" od:sqlSType="ntext">
<xsd:simpleType>
<xsd:restriction base="xsd:string">
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</xsd:restriction>
</xsd:simpleType>
</xsd:element>
<xsd:element name="ADDRESS_1" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="255"/>
</xsd:restriction>
</xsd:simpleType>
</xsd:element>
<xsd:element name="ADDRESS_2" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="255"/>
</xsd:restriction>
</xsd:simpleType>
</xsd:element>
<xsd:element name="CITY" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="255"/>
</xsd:restriction>

```

```

</xsd:simpleType>
</xsd:element>
<xsd:element name="STATE" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="255"/>
</xsd:restriction>
</xsd:simpleType>
</xsd:element>
<xsd:element name="ZIP" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="255"/>
</xsd:restriction>
</xsd:simpleType>
</xsd:element>
<xsd:element name="HAS_1099" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="3"/>
</xsd:restriction>
</xsd:simpleType>
</xsd:element>
<xsd:element name="ACCOUNT_NUMBER" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="50"/>
</xsd:restriction>
</xsd:simpleType>
</xsd:element>
<xsd:element name="BANK_ROUTING_NUMBER" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="255"/>
</xsd:restriction>
</xsd:simpleType>
</xsd:element>
<xsd:element name="BANK_ACCOUNT_NUMBER" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="255"/>
</xsd:restriction>
</xsd:simpleType>
</xsd:element>
<xsd:element name="BANK_ACCT_TYPE_ID" minOccurs="0" od:jetType="text" od:sqlSType="nvarchar">
<xsd:simpleType>
<xsd:restriction base="xsd:string">
<xsd:maxLength value="255"/>
</xsd:restriction>
</xsd:simpleType>
</xsd:element>
<xsd:element name="VENDOR_CREATE_DATE" minOccurs="0" od:jetType="datetime" od:sqlSType="datetime" type="xsd:dateTime"/>
<xsd:element name="PROVIDER_CREATE_DATE" minOccurs="0" od:jetType="datetime" od:sqlSType="datetime" type="xsd:dateTime"/>
</xsd:sequence>
</xsd:complexType>
</xsd:element>
</xsd:schema>

```

DOEA PAYROLL EMPLOYEE FILE SENT TO PROVIDER

```

<?xml version="1.0" encoding="UTF-8"?>
<xsd:schema xmlns:xsd="http://www.w3.org/2001/XMLSchema" xmlns:od="urn:schemas-microsoft-com:officedata">
<xsd:element name="dataroot">
<xsd:complexType>
<xsd:sequence>
<xsd:element ref="CDCPLUS_COMPANYNAME_EMPLOYEE_x0020_2009-12-14" minOccurs="0" maxOccurs="unbounded"/>
</xsd:sequence>
<xsd:attribute name="generated" type="xsd:dateTime"/>
</xsd:complexType>
</xsd:element>
<xsd:element name="CDCPLUS_COMPANYNAME_EMPLOYEE_x0020_2009-12-14">
<xsd:annotation>
<xsd:appinfo/>
</xsd:annotation>
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DOEA PAYROLL EMPLOYERS FILE SENT TO PROVIDER

```

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<xsd:schema xmlns:xsd="http://www.w3.org/2001/XMLSchema" xmlns:od="urn:schemas-microsoft-com:officedata">
<xsd:element name="dataroot">
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<xsd:appinfo/>
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DOEA PAYROLL INVOICE FILE SENT TO PROVIDER

```

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<xsd:complexType>
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<xsd:appinfo/>
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DOEA PAYROLL TIMESHEET FILE SENT TO PROVIDER

```

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DOEA PAYROLL CONTROL FILE SENT TO PROVIDER

File	Records	Amount
Employees File	1319	
Employers File	999	
Invoice File	521	416913.7
Timesheet File	3059	912375.7
Vendor File	465	

SUBMIT PROPOSAL TO:

STATE OF FLORIDA
REQUEST FOR PROPOSAL
 CONTRACTUAL SERVICES
 Bidder Acknowledgment

Telephone Number:

Page 1 of <i>pages</i>	PROPOSALS WILL BE OPENED and may not be withdrawn within _____ days after such date and time.	PROPOSAL NO.
AGENCY MAILING DATE:	PROPOSAL TITLE:	

STATE PURCHASING SUBSYSTEM (SPURS) VENDOR NUMBER

VENDOR NAME	REASON FOR NO PROPOSAL
VENDOR MAILING ADDRESS	
CITY - STATE - ZIP	POSTING OF BID TABULATIONS <small>Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), 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. Posting will be on or about:</small>
AREA CODE	PHONE NUMBER
	FREE NUMBER

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.

 AUTHORIZED SIGNATURE (MANUAL)

 AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

SEALED PROPOSALS: All proposal sheets and this original acknowledgment form must be executed and submitted in a sealed envelope. **(DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.)** The face of the envelope shall contain, in addition to the above address, the date and time of the proposal opening and the proposal number. Proposal prices not submitted on attached proposal price sheets when required shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- 1. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal price must be initialed. The company name and SPURS vendor number shall appear on each page of the bid as required. Complete ordering instructions must be submitted with the proposal. If you are not a registered vendor with the Department of Management Services, contact State Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950 immediately.
- 2. NO PROPOSAL SUBMITTED:** If not submitting a proposal, respond by returning only this proposer acknowledgment form, marking it "NO PROPOSAL" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the proposal mailing list. **NOTE:** To qualify as a respondent, proposer must submit a "NO PROPOSAL", and it must be received no later than the stated proposal opening date and hour.
- 3. PROPOSAL OPENING:** Shall be public, on the date, location and the time specified on the acknowledgment form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A proposal may not be altered after opening of price proposals. **NOTE:** Proposal tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope and payment of a predetermined fee. Proposal files may be examined during normal working hours by appointment. Proposal tabulations will not be provided by telephone.
- 4. PRICES, TERMS AND PAYMENT:** Firm prices shall be proposed and include all services rendered to the purchaser.
 - (a) TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, F. S.
 - (b) DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.
 - (c) MISTAKES:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the proposer's risk. Unit prices bid will govern in award.

- (d) INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. The final payment shall not be made until after the contract is complete unless the State has agreed otherwise. Invoices for fees or other compensation for services or expenses submitted in accordance with the rates at or below those specified in Sections 112.061 and 287.058, F.S. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which states the contractor's rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR RESPONSE SYSTEM:** To access an interactive Voice Response System for vendor payment inquiry, Vendors may call (850) 413-7269 between 7 a.m. and 6 p.m. Monday through Friday to check on the status of payments by State agencies. The system can accommodate English and Spanish speaking callers. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods and services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03 F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate of vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted a (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. State Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, State Purchasing may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.
- (e) ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- 5. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all proposers must disclose the name of any State employee who owns, directly or indirectly, an interest of five (5%) or more in the proposer's firm or any of its branches. In accordance with Chapter 287, F.S., no person or firm receiving a contract that has not been procured pursuant to Section 287.057(2) or (3), F.S., to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a request for proposals, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and proposers must disclose with their proposal any such conflict of interest.

6. **AWARDS:** As the best interest of the State may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. All awards made as a result of this proposal shall conform to applicable Florida Statutes
7. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by a State Purchasing decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Chapter 28-110, Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.57(3), F.S. or failure to post the bond other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.
8. **NOTICE OF BID PROTEST BONDING REQUIREMENT:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by State Purchasing or a State agency pursuant to Section 120.57(3), F. S., shall post with State Purchasing or the State agency at the time of filing the formal written protest, or within the 10 day period allowed for filing the formal written protest, a bond payable to the State Purchasing or the State agency in an amount equal to 1 percent of State Purchasing or State agency's estimate of the total volume of the contract or \$5,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of State Purchasing pertaining to agencies' requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$5,000, whichever is less. In lieu of a bond State Purchasing or the State agency may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE REQUIRED TIME WILL RESULT IN A DENIAL OF THE PROTEST.**
9. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.
10. **DEFAULT:** Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprourement costs may be charged against your firm. Any violations of these stipulations may also result in:
 - a) Contractor's name being removed from State Purchasing vendor mailing list.
 - b) all State agencies being advised not to do business with the contractor without written approval of State Purchasing.
11. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.
12. **ADVERTISING:** In submitting a proposal, proposer agrees not to use the results therefrom as a part of any commercial advertising.
13. **ASSIGNMENT:** Any Purchase Order issued pursuant to this request for proposal and the monies which may become due hereunder are not assignable except with the prior written approval purchaser.
14. **LIABILITY:** On any contract resulting from this proposal the proposer shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.
15. **FACILITIES:** The State reserves the right to inspect the proposer's facility at any time with prior notice.
16. **CANCELLATION:** The State shall have the right of Unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the contractor in conjunction with the contract.
17. **PUBLIC RECORDS:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, defective after opening pursuant to Section 119.07, F.S.

NOTE:

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THIS SHEET AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE STATE OF FLORIDA, AN AUTHORIZED REPRESENTATIVE OF THE AGENCY SHALL AFFIX HIS SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES.

STATE OF FLORIDA, DEPARTMENT OF: _____

BY: _____ Contract Number _____
Authorized Agency Signature

Effective _____

(Date)