




DEPARTMENT NAME: Utilization Management / Contract Management		
SUBJECT: Procurement Process		POLICY NUMBER: CON-003
APPROVAL: 	EFFECTIVE DATE: <i>11-3-2020</i>	REPLACES : CON-003, December 10, 2009

- I. **Purpose:** This policy furnishes the procedures to ensure that the Children's Network of Southwest Florida (CNSWFL), through its procurement process, is in compliance with applicable state and federal laws, rules, and regulations governing contracts for services. The policy provides guidelines for methods of procuring services.
- II. **Review History:** This policy replaces CFOP75-10 and CON-003 dated August 31, 2006 and CON-003 revised December 10, 2009.
- III. **Contact:** Utilization Management Director
- IV. **Persons Affected:** Lead agency staff and contracted providers
- V. **Policy:** The Children's Network of Southwest Florida utilizes a well-defined process to select contract providers. All contracted services shall support the CNSWFL mission of working with the community to protect children and preserve families. It is the responsibility of the Children's Network of Southwest Florida to ensure that the expenditure of these financial resources is in compliance with the Department of Children and Family's contract for services, state and federal regulations.
- VI. **Rationale:** This policy provides ongoing guidance and reference to assist in the daily functioning of the organization so that the CNSWFL can protect the funds it receives and disburses, derive the maximum return of services from those funds, and use the financial resources allocated by the Department of Children and Families and other resources to the fullest extent possible to provide mandated and needed services to the families it serves.
- VII. **Reference:** Federal Regulation 2 CFR 200, F.S.287.05, F.S. 409, F.A.C.60A-18, and the services contract between the CNSWFL and the Florida Department of Children and Families.

VIII. Definitions:

ACCREDITATION-Recognition issued by a national accrediting organization to behavioral healthcare and human services providers for their compliance with the established evaluation criteria for service

quality. Commonly known accrediting organizations include the Rehabilitation Accreditation Commission (CARF), the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), and the Council on Accreditation (COA).

BEST VALUE-The highest overall value to the CNSWFL or state based on objective factors that include, but are not limited to price, quality, design, and workmanship.

BIDDER-See Offeror.

BUDGET-A plan that outlines expected revenues and expenditures with a narrative to provide sufficient detail to ensure costs are allowable, reasonable, and necessary.

CASE MANAGEMENT ORGANIZATION-Contracted provider of the Children's Network of Southwest Florida which provides child welfare case management services.

CONTRACT MANAGER-The employee designated by the contract signer to serve as the primary point of contact, who is responsible for oversight of the contract.

CONTRACTOR-A person or organization who contracts to sell contractual services or commodities to an agency.

CONTRACTUAL-The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services and may include, but is not limited to: evaluations, consultations, maintenance, accounting, security, management systems, management consulting, educational training programs, research and development studies or reports on the findings of consultants engaged there under, and professional, technical, and social services.

COST ANALYSIS/COMPARISON – A formal review process to ensure the costs associated with the purchase are appropriate, reasonable, and necessary. CNSWFL shall document an assessment of the appropriateness and necessity of the costs. A detailed cost analysis is required for any purchase greater than \$150,000.00 annually, although it may be conducted for purchases of a lesser dollar amount. A detailed cost analysis involves a documented review/analysis of the Provider's budget and each line item (along with narrative detail of the line item) to determine if the costs are appropriate, reasonable and necessary. For competitive procurements, a cost analysis will be incorporated through the evaluation process.

DEPARTMENT-Florida Department of Children and Families, unless otherwise stated.

DISPUTE-A disagreement brought to the attention of the other party or parties to the terms of an agreement.

EMERGENCY PROCUREMENT- When a valid emergency exists that presents an immediate danger to the public health, safety, or welfare, or substantial losses necessitated by an unexpected turn of events (acts of God, riot, fires, floods, accidents, etc.) emergency procedures can be implemented to ensure necessary goods and services can be procured, waiving some aspects of the agency's purchasing policies.

EVALUATION CRITERIA-A list of questions used in a competitive solicitation to determine which potential vendors are responsive.

FISCAL YEAR-An accounting period of twelve consecutive months.

INFORMAL SOLICITATION-Either a written or oral quotation not requiring a public opening of such solicitation at a specific time or date. Written evidence of oral quotations shall be maintained in the Contract Manager's File.

INFORMATION TECHNOLOGY RESOURCES-Information technology resources (ITRs) are defined as data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities.

INVITATION TO BID (ITB): A written solicitation for competitive sealed bids. The ITB is normally used when goods or services can be specifically defined and the selection of the vendor is based solely on price.

INVITATION TO NEGOTIATE: A written solicitation for competitive replies, used primarily when negotiations surrounding the qualifications of the vendor and the scope of work designed to achieve the goal of the contract are more critical to the success of the contract than the price.

LICENSING-As defined by subsection 120.52(10), F.S., the issuance, denial, renewal, revocation, suspension, annulment, withdrawal, or amendment of license or imposition of terms for the exercise of a license.

PRIMARY POINT OF CONTACT-For the CNSWFL, the primary point of contact is the contract manager who is responsible for enforcing the performance of the contract terms and conditions and serving as liaison with the contractor.

PROCUREMENT FILE-The official record for the CNSWFL of all pre-award activities.

PROVIDER-An organization or individual providing services or materials to the CNSWFL in accordance with the terms of the contract. This term is also known as "contractor."

PUBLIC ENTITY CRIME-A violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. [10-22.3(4), F.A.C.]

PURCHASE-An acquisition made by contracting in any manner for services. All such contracts and agreements shall be in writing.

PURCHASE ORDER-A purchasing document to formalize a purchase transaction executed with a

vendor. Purchase orders should be numbered consecutively and contain statements regarding the quantity, description, and price of goods and services ordered.

RATE AGREEMENT / WORKING AGREEMENT– A written signed agreement between the Children's Network of Southwest Florida and another party that determines a specific rate that will be reimbursed for a specific service. Provider rates are compared with similar services and negotiated individually with each provider.

REQUEST FOR APPLICATIONS (RFA): An informal procurement process to secure applications to deliver specified service for an amount not to exceed \$250,000.00.

REQUEST FOR PROPOSAL (RFP): A written solicitation for competitive sealed proposals, used when it is necessary to consider factors other than price when awarding the contract.

SELECTION TEAM-A group of at least three persons who have knowledge and experience in the program areas and service requirements for which contractual services are sought. The selection team is designated by the contract signer to review and evaluate the bids/proposals submitted.

SINGLE SOURCE: The purchase of a contractual service or commodity that is available from only one vendor, or from a unique partnership between community providers created to provide a specific service under a specific proposal.

UNALLOWABLE EXPENDITURES-Expenses that are not included in the contractual agreement, or not allowed according to OMB circulars, and therefore, are deemed inappropriate for payment.

VENDOR-A person who sells or offers to sell commodities or contractual services. A vendor typically provides services as part of their normal business operations, provide a similar service to different purchasers, and operates in a competitive environment.

WRITTEN AGREEMENT: A binding written agreement between two parties to establish specific rates for specific services.

- IX. Procedures:** Fair and open competition, to the extent as practical and consistent with the mission of CNSWFL, will be utilized to ensure the highest quality services at the lowest cost. Regardless of the method of procurement used, all procurements will encourage competition and shall be in the best interest of the agency and the children and families served. CNSWFL will conduct a detailed cost analysis for all subcontracts in excess of \$150,000.00 and any contract exempt from competitive procurement procedures as defined in this policy.

The following factors will be considered in determining the appropriate method of procurement:

- Established purchasing thresholds
- Type of service
- Approved exemptions to competitive procurement
- Providers experience in the community
- If currently contracting with CNSWFL, meeting performance measures and complying with the terms

and conditions of the contract. This would include multi-year contracts where annual reviews demonstrate successful delivery of services and the provider is meeting performance measures within 80% and demonstrate substantial compliance with the terms and conditions of the contract.

A. Methods of Procurement

1. Competitive Solicitations: All contracts initially valued in excess of \$35,000.00 that are not exempt under exemptions, exceptional purchases, or some provision specified in this policy are to be competitively awarded. Any contracts may be competitively procured if deemed appropriate by CNSWFL.

a. Methods of Competitive Procurement:

- 1) A Request for Proposal (RFP) is a written solicitation for competitive sealed proposals that is used when the scope of work has been generally defined; however, services can be provided in different ways and qualifications of the provider and quality of work is more important than price.
- 2) An Invitation to Negotiate (ITN) is a written solicitation for competitive sealed proposals used when the scope of work has not been completely defined and the requirements of the solicitation may be accomplished in more than one way. When the qualifications of the provider and the scope of work designed to achieve the goals of the contract are more critical to the success of the contract than the price, an ITN may be used. The ITN process is essentially a means of allowing the prospective provider to propose methods for accomplishing work. As a result, factors other than price, such as experience, organizational capacity and work methodology may be considered in the selection of a provider
- 3) An Invitation to Bid (ITB) is a written solicitation for competitive sealed bids used when the scope of service is clearly defined or when precise specifications define the service required. ITBs include instructions prescribing all terms and conditions for bidding. The requirements of the procurement are defined in sufficient detail to allow the selection of the vendor to be based exclusively on price.
- 4) Informal Competitive Procurement utilizes a Request for Applications process whereby CNSWFL advertises for a needed service under \$250,000.00 and requests applications from community providers. This allows CNSWFL to determine the level of services available in the community and assess the need for further competitive processes.

b. Advertising Competitive Procurements - CNSWFL will post announcements for formal competitive procurement on its website at www.childnetswfl.org. This will be the official notification site and sole official posting. CNSWFL may notify providers of the existence of a posting and use other methods of advertising as deemed appropriate; however, no other method shall supersede the electronic posting.

c. Competitive Solicitation Document: All solicitation documents shall contain at a minimum, the following information:

1) Statement of Need - Describes the circumstances which contribute to the necessity for the project to exist and in general terms what the CNSWFL is seeking to buy. This statement should include references to target populations and performance indicators.

2) Statement of Purpose - Briefly describes what the project must accomplish. Content of this statement must relate to the statement of need.

3) Term of Agreement - Describes the length of the contract that will result from this solicitation.

4) Definitions - Include definitions for all terms that are unfamiliar, unusual or unique including those for contract terminology, program or service specific terminology, standards definitions, performance definitions and acronyms.

5) Contact Person- A CNSWFL contact person responsible for the project is identified. His or her address and telephone number should be listed.

6) Schedule of Events and Deadlines -A schedule containing dates of all relevant deadlines for proposals prior to execution of the contract.

7) Inquiries -The document directs prospective offerors on making inquiries. A specific statement must be developed to include the following:

a) Acceptable method for inquiry submission;

b) Date and time of deadline (after which no inquiries will be accepted) for acceptance of inquiry; and,

c) Name, title and address of contact person.

8) Acceptance of Proposal -The following language is recommended for use in this component of the Document:

All proposals must be received by the CNSWFL no later than (enter time, date, and place as indicated in the preceding deadline schedule).

Any proposal submitted shall remain a valid offer for at least 90 days after the proposal submission date.

No changes, modifications or additions to the proposals submitted, will be accepted by or binding on the CNSWFL after the deadline for proposal opening has passed.

- 9) **Fatal criteria** – Those items in a proposal which must be completed timely and correctly in order for the proposal to be considered further.
- 10) **Notice of Award of Contract** - This explains how the notice of intended contract award is to be made. The award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous, taking into consideration the price and the other criteria set forth in the document.
- 11) **General Statement** - This component provides the prospective offeror with a general description of the services to be performed under the resulting contract and what will be expected of the successful offeror. An ITN document will have much less specifications as the intent is for the prospective provided to be creative in their response.
- 12) **Standard contract** –The basic contract used for all contracts used by the Children's Network of Southwest Florida.
- 13) **Scope of Service** -This component provides the prospective offeror a general description of the limits or boundaries (e.g., districts, counties, etc.) within which the services will be delivered, and the amount and frequency of service that is expected.
- 14) **Staffing level** – The number of staff needed to perform the tasks if the procurement method is a RFP. Optional for ITNs.
- 15) **Staff qualifications** – The minimum education, training and experience needed to perform the jobs if the procurement method is a RFP. Optional for ITNs.
- 16) **Client General Description** -This component provides the prospective offeror with a general description of the clients who will receive services under the contract including, as appropriate, the estimated size(s) of the client population(s) to be served.
- 17) **Client Eligibility** - This component provides the prospective offeror with specific criteria or client characteristics which will be used to determine whether a client will receive the contracted services. Such criteria may include, but are not limited to, age, sex, medical condition, economic status, previous history, referral source, potential prognosis, or city/county of residence.
- 18) **Task List** - This component of the solicitation document advises the prospective offeror of the specific tasks, e.g., counseling, transportation, day care, case management, etc., which will be performed under the contract along with a description of the task, and any specific elements which are included or must be considered in task performance
- 19) **Performance Measures** -This component advises the prospective offeror as to the benefits to client, public, and state which should result from the contracted

services. Specify what constitutes completion of a task or completion of an episode of service. Specify what constitutes task completion with respect to an individual client. Include specific standards for outputs and for the completion of client service.

20) Cost Proposal - This component of the RFP instructs the prospective offeror about any requirements that must be followed in the preparation of the cost proposal, budget or rate justification. This component directly relates to the evaluation criteria that addresses cost proposals.

21) Subcontractors – A solicitation document will indicate whether or not the bidder may use subcontractors to deliver the proposed service.

22) Instructions To Prospective Offerors - General instructions on the content and format requirements of the offeror's proposal. This section should also inform the offeror of mandatory requirements or fatal criteria that must be satisfied in the proposal.

23) Statement of Assurances – Offerors must sign the certification regarding debarment, suspension, ineligibility and voluntary exclusion, certification regarding lobbying form, acceptance of contract terms and conditions/statement of no involvement, conflict of interest statement, and certification of drug-free workplace.

24) Instructions to evaluators – These instructions include roles and responsibilities for the evaluation team selected by the Children's Network of Southwest Florida. Instructions include how to tabulate bids and process for scoring using rating sheets.

25) Protest policy – The solicitation document shall include a procedure and instructions for the prospective offeror in the event that the offerer feels that they have been adversely affected by a decision or intended decision concerning a solicitation or notice to contract.

26) Vendor disqualifications – The solicitation document shall state that the Children's Network of Southwest Florida is not permitted to contract for services with any person or entity which:

a) is barred, suspended, or otherwise prohibited from doing business with any government entity within the last 5 years;

b) is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds;

c) is currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a

conflict of interest to the department, the state or its subdivisions, or federal entity providing funds to the department;

d) has had a contract terminated by the department and/or Children's Network of Southwest Florida for a failure to satisfactorily perform or for cause; or

e) has failed to implement a corrective action plan approved by the department or any other governmental entity, after having received due notice.

27) Withdrawal of bid – instructions to potential bidders of the process to use to withdraw a bid after it has been submitted.

d. Review of Competitive Procurement Responses:

1) An evaluation team will be selected to review and evaluate responses submitted from potential vendors. This team will consist of subject matter experts within the lead agency and/or community stakeholders with a knowledge and experience in both programmatic and fiscal areas.

2) Evaluation of the responses will follow written guidelines established prior to the posting of the procurement and included in the solicitation document. Additional factors to be considered in the selection process include:

a) Expertise demonstrated by historical provision of the service being requested, or a closely related service;

b) Financial stability and condition, including a cost analysis / comparison for the selected provider to ensure the costs associated with the services are reasonable, allowable, and necessary.

c) Accreditation from a nationally recognized accrediting body;

d) Accessibility demonstrated by hours of availability and general accessibility to the service population.

e) Longevity of service in the community

f) Reputation for performance and service

g) Cultural competence reflected in a service approach and employee make-up that reflects the geographic, cultural, and linguistic diversity of the population to be served.

h) The program is documented as a best, promising, or evidence-based service.

3) Upon final review and scoring of the proposals, the evaluation team will make a recommendation to CNSWFL's Chief Executive Officer who will make the final determination of contract award.

2. Non-Competitive Procurements - The following types of non-competitive procurement methods may be utilized as appropriate.

- a. Single Source procurement is defined as procurement of a contractual service that is available from only one source. In the event services are available only from a single source and such determination is documented, the services are exempt from the competitive sealed proposal/bid requirement.
- b. Emergency purchases for the procurement of contractual services without competition (or with limited competition) as necessitated by an immediate danger to public health, safety, or welfare, or substantial loss to the state caused by an unexpected turn of events (fires, floods, riots, etc.) pursuant to Section 287.057 (5)(a), F.S.

3. Exemptions to Competitive Procurement: Contracted services that are exempt from competitive procurement must be approved by the Chief Operating Officer and fully documented in the procurement file. The following services may be considered for exemption:

- a. Health Services: Health services include Mental Health services, involving examination, diagnosis, treatment, prevention, medical consultation, or administration.
- b. Prevention Services: Prevention services related to mental health, to include drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations are exempt from competitive procurement requirements. However, in acquiring such services, the agency shall consider the ability of the provider, past performance, willingness to meet time requirements, and price.
- c. Governmental Agencies Services/Commodities: services or commodities provided by governmental agencies are exempt from the competitive procurement process.
- d. Examinations: Examinations approved by the boards governing professions, trades, and health related services are exempt from competitive procurement requirements.
- e. College/University Services: The acquisition of services from any independent, non-profit college or university which is located within the state and is accredited by the Southern Association of Colleges and Schools are exempt from competitive procurement requirements. **NOTE:** These purchases may be made on the same basis as those made with any state university or college.
- f. Adoption Placement Services: Adoption placement services licensed by the Department of Children and Families are exempt from competitive procurement requirements.
- g. Artistic Services
- h. Academic Program Reviews: a structured evaluation of the relative merits of an established educational program
- i. Lectures by Individuals
- j. Auditing Services
- k. Legal Services: Includes attorney, paralegal, expert witness, appraisal, or mediator

services

- l.** Continuing Education Events: Programs that are offered to the general public and for which fees have been collected that pay for the expenses associated with the event

- m.** Services provided to persons with mental or physical disabilities by not-for-profit corporations which have obtained exemptions under the provisions of s. 501(c)(3) of the United States Internal Revenue Code

- n.** When a funder of CNSWFL authorizes non-competitive procurements

- o.** When competition is attempted but no responses are received, the service will be procured as a single source.

- p.** Other contractual services may be exempted from the competitive procurement process if justification is made in writing and approved by Executive management. Circumstances warranting consideration to exempt services include:
 - 1)** Partnerships with faith based providers that promote collaboration with special populations in the community to further the mission of CNSWFL.

 - 2)** Innovative proposals for unique services delivered in partnership with more than one community based provider.

 - 3)** Purchasing from procurements made by governmental agencies or a Community Based Care Agency. A service may be purchased from a competitive procurement made by another CBC for the same goods or services.

 - 4)** It is determined the circumstances and funding levels where the level of effort and cost required to competitively procure a service outweighs the benefits of such a process.

4. Small Purchases – Requirements for purchasing commodities and services will be as follows:

Micro Purchases (procure without competition) – Aggregate purchases not exceeding \$3,500 which may be awarded without soliciting competitive quotations - if price is reasonable. District must document assurance of reasonable and necessary costs; purchases are distributed equitably among qualified suppliers; Buy American applies; documentation required.

Small Purchases – Aggregate purchases not exceeding Federal Small Purchase Threshold (\$3,501 to \$149,999) Minimum of two (2) quotes and assurance of open and free competition, Buy American; documentation required.

B. Disputes and Protests of Competitive and Non-Competitive Procurements

- 1.** CNSWFL will ensure a public notice is made available at www.childnetswfl.org which

provides information on how an individual or agency may make an inquiry or file a protest or dispute for any competitive or non-competitive procurements or awards.

2. The Chief Operating Officer or designee will keep a log that dates receipt of all inquiries and protests concerning advertising, the competitive procurement solicitation document, or the contract award; receipt of responses to the competitive procurement solicitation document and supporting documentation and all CNSWFL responses. The Chief Operating Officer, or designee, will send reply letters affirming receipt of any written communication as soon as possible after such receipt.

3. The process for handling inquiries and protests will be to seek resolution with the sender according to the following steps:

a . The Chief Operating Officer or designee will request the inquiring or protesting party designate one person to act as the party's representative for resolution purposes, and the Chief Operating Officer or designee will also inform the inquiring or protesting party's representative of CNSWFL's designated representative as well.

b. Within 5 working days of receipt of a protest or inquiry and identification of representatives for each party, the representatives will conduct a face to face meeting for the purpose of resolving the disagreement amicably.

c. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Chief Executive Officers of the respective parties. Upon referral to this second step, the Chief Executive Officers shall confer in an attempt to resolve the issue.

d. The parties shall use binding arbitration, in accordance with the Florida Arbitration Code, to resolve any unresolved issues. Both parties will split the costs of such arbitration equally.

C. Debarred or Suspended Providers

1. Federal regulations (45 CFR Part 74) prohibit the CNSWFL from contracting with a potential provider for \$25,000 or more in federal moneys if that provider is debarred, suspended, declared ineligible, or voluntarily excluded from receiving federal funds. This can be verified at the following location:

<http://www.epls.gov>.

This prohibition is also true of providers who audit federal programs, regardless of the amount of federal moneys in their contracts.

2. These potential providers must sign a **Debarment Attestation form (Exhibit B)** whereby they attest that they are not debarred, suspended, or otherwise excluded from federal financial assistance.

D. Minority Purchasing: CNSWFL is committed to providing small businesses and minority vendors every opportunity to compete for its business. Efforts will be made to identify minority vendors and solicit quotes from these vendors when practical to do so.

E. Documentation: The assigned Contract Manager is responsible for maintaining a file describing the actions taken and decisions made during the procurement process. At a minimum, the file should contain the following documentation:

1. Documentation of services to be provided
2. Justification of the type of procurement used with approvals

F. 2 CFR 200 STANDARDS

1. All staff must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach to the purchase.
2. To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the State of Florida, CNSWFL is encouraged to enter into state and local intergovernmental agreements or inter-CBC agreements where appropriate for procurement or use of common or shared goods and services.
3. All staff are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. Please visit website as follows: <http://www.gsa.gov/portal/category/21045>
4. CNSWFL will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
5. All procurements must have records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
6. CNSWFL must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements.
7. Staff may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk and awarding such a contract one must assert a high degree of oversight in order to

obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

8. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements.

9. Geographical preferences are prohibited in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

10. All solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured.

11. CNSWFL must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period

G. Documentation: The assigned Contract Manager is responsible for maintaining a file describing the actions taken and decisions made during the procurement process. At a minimum, the file should contain the following documentation:

1. Documentation of services to be provided
2. Justification of the type of procurement used with approvals
3. Documentation of all individuals involved in process (writing solicitation, evaluating and awarding)
4. Conflict of Interest questionnaires for all individuals involved in process
5. Documentation of all posting activities and legal advertising
6. Copy of the solicitation document
7. All correspondence related to the procurement (including official questions and answers)
8. Record of the evaluation/scoring
9. Award notifications and any subsequent protests with outcomes
10. Proof of all legal advertising

H. Employee Ethics:

1. Every Children's Network of Southwest Florida employee shall use his/her best efforts to comply with applicable state, federal and administrative rules and regulations, and shall diligently strive to ensure Children's Network of Southwest Florida's compliance with such requirements.
2. Employees of the Children's Network of Southwest Florida must abide by the company policy in regard to acceptance of gifts and other items.
3. The CNSWFL will be sensitive to conflicts of interest that interfere with the exercise of professional discretion and impartial judgment. All persons involved in the procurement, writing, signing, monitoring or management of a contract for a services will complete a **Conflict of Interest Statement (Exhibit A)**.
4. The CNSWFL staff, clients, client caretakers, third-party entities, foster/professional parents, consulting/contractual professionals of the CNSWFL staff may identify ethical issues or concerns. Initially, these issues or concerns should be discussed with their immediate supervisor. Unresolved issues or concerns, if any, may then be brought to the attention of the CEO to resolve the issue or concern. If the issue or concern is not resolved at that level, then it shall be referred to a panel consisting of the appropriate members of the Board of Directors.

X. Exhibits:

- A. Exhibit A** Conflict of Interest Questionnaire
- B. Exhibit B** Debarment Attestation

Exhibit A

Conflict of Interest Questionnaire

(Title of Contract)

(Provider)

- | | | YES | NO |
|---|--|--------------------------|--------------------------|
| 1 | Do you, your immediate family, or business partner have financial or other interests in any of the Provider listed? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | Have gratuities, favors, or anything of monetary value been offered to you or accepted by you from any of the Provider listed? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | Have you been employed by any of the Provider listed within the last 24 months? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | Do you plan to obtain a financial interest, e.g., stock, in any of the Provider listed? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | Do you plan to seek or accept future employment with any of the Provider listed? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 | Are there any other conditions which may cause a conflict of interest? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered "yes" to any of the above questions, attach to this questionnaire a written explanation of your answer below.

I declare all of the above questions are answered truthfully and to the best of my knowledge.

Name (type or print)

Signature/Date



Exhibit B

In accordance with our contract with the Department of Children and Families (the department), the Children's Network of Southwest Florida (CNSWFL) is not permitted to subcontract for child welfare services with any person or entity which falls under certain categories. By signing, you are attesting that to the best of your knowledge that the following statement is true.

1. The Provider certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently, or have been within the past 5 years, barred, suspended, proposed for debarment, declared ineligible, otherwise prohibited, or voluntarily excluded from doing business with any government entity;
 - b. Have not within a three-year period preceding this contract been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Is not under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds;
 - d. Is not currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to CNSWFL, the department, the state or its subdivisions, or a federal entity providing funds to this contract;
 - e. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification;
 - f. Has not failed to implement a corrective action plan approved by CNSWFL, the department or any other governmental entity, after having received due notice; and
 - g. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the provider is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Certifying Official	Signature	Date
Title	Name of Organization	
Address of Organization		

Sworn to and subscribed before me this _____ day of _____, _____	
My commission expires _____	NOTARY PUBLIC, STATE OF FLORIDA
My Signature as a Notary Public, verifies the affiant's identification has been validated by _____	