

LSF Health Systems
Glossary of Contract Terms

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 Commission on Accreditation of Rehabilitation Facilities (CARF), The Joint Commission, and the Council on Accreditation (COA).

ADDENDUM

A document used to expand or more fully explain the terms of a solicitation which is incorporated as part of the original solicitation. This modification becomes a legal part of the solicitation. The addendum must be sent by certified mail, return receipt requested, to all persons or firms who returned the Notice of Intent to Submit a Solicitation and to other interested persons who requested, in writing, copies of information distributed regarding the solicitation. This term should not be confused with a contract amendment as it is not used to change the terms of a contract.

ADMINISTRATIVE STANDARDS

Criteria for evaluating a Network Service Provider's compliance with contract provisions.

ADVANCE PAYMENTS

A payment situation whereby under certain circumstances it is possible to make a portion of the contract funds available to a Network Service Provider prior to the delivery of services and/or expenditure of funds by the Network Service Provider. Advance payment(s) may be used only when authorized by the State's Appropriations Act or expressly authorized by other law. Advances may be made only to not-for-profit corporations or governmental agencies.

AMENDMENT

A document by which significant changes are made to the terms of an executed contract. Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and method of payment. The amendment is incorporated as part of the original contract.

ATTACHMENT I

The unique, program-specific part of the contract that contains the statement of work for each Network Service Provider. Required sections are services to be provided, manner of service provision, method of payment, and special provisions. See CFOP 75-2 for a discussion of the development of an Attachment I. The purpose of Attachment I is to ensure uniformity, inclusion of necessary contract terms, program compliance, etc., for appropriate Management Entity contracts.

AUDIT TRAIL

A recorded flow of transactions from initiation to finalization with supporting documentation to justify each transaction.

BEST VALUE

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

BID OPENING CLERK

The individual charged with the responsibility of receiving, logging, and opening bids.

BIDDER

See Offeror.

BIDDERS' CONFERENCE

See Offerors' Conference.

BREACH OF CONTRACT

A condition that results from the failure of a party to a contract to abide by all material terms or conditions of the contract such that one party loses the value of its bargain with the other party. A breach may be indicated by one or more findings contained in the final monitoring report and any other material reports that a Network Service Provider is not complying with the terms and conditions of the contract. Breach is a sufficient condition for contract termination but not an automatic reason.

BUDGET

A plan that outlines expected revenues and expenditures.

CATEGORY

A purchasing threshold established per subsection 287.017(1), F.S. See Appendix A of CFOP 75-2 for a chart of purchasing category threshold amounts.

CERTIFICATION OF ASSURANCES

A written and signed list of performance requirements and business conditions to which the potential vendor agrees to be bound.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

See the definition of Debarment and Suspension, Certification Regarding.

CERTIFIED MINORITY BUSINESS ENTERPRISE

A minority-owned business which has been certified by the certifying organization or jurisdiction in accordance with subsection 287.0943(1), F.S. (subsection 288.703(4), F.S.)

CIRCUIT

Circuit in which a Network Service Provider is physically located. (This term is primarily used in conjunction with Multi-Circuit Rate Contracts.)

CLARIFICATIONS

Written statements made during the negotiations process that are agreed upon by both parties and documented on the Memorandum of the Negotiations form.

CLIENT SERVICES

All contractual services with the exception of general services, legal services, administrative consulting, and information technology resource contracts.

COMMODITY

A tangible, specific item or product, such as: desk, toothbrushes, beds, etc. (subsection 287.012(5) F.S.)

COMPETITIVE SEALED BID/PROPOSAL/REPLY

The receipt of two or more sealed bids or proposals or replies submitted by responsive and qualified bidders or proposers, or persons responding to an ITN. (subsection 287.012(6), F.S.)

COMPLIANCE

The fulfillment of the terms and conditions of the contract in accordance with the Management Entity's policies, rules, and regulations.

CONFIDENCE INTERVAL

The range of error a sampler is willing to tolerate in a representative sample drawn from a population of records. Expressed as a percentage, usually as plus or minus as in +5%.

CONFIDENCE LEVEL

The possibility that the sample findings are within the certainty specified. For example, the 95% confidence level indicates that the sampler can be confident 95 of 100 times that the sample findings represent what would have been found in the whole population.

CONFIDENTIALITY

All materials obtained and compiled by the monitors are classified and not discussed with anyone except the Network Service Provider Point of Contact's supervisor during the period of monitoring. After the final report has been submitted, records which are restricted, such as client identification or location of domestic violence shelters, remain secret. Other working papers are public record.

CONFLICT OF INTEREST QUESTIONNAIRE

A questionnaire to be completed by those individuals taking part in any procurement which attests that none of the participants in the evaluation have a conflict of interest in the project. Note that Management Entity policy and statute require completion of this questionnaire for all procurements made without competition. (subsection 287.057(20), F.S.)

CONTACT PERSON

The Managing Entity staff person responsible for the solicitation is the Network Manager. The contact person's organizational unit, address, and telephone number should be listed in the solicitation. This person is also responsible for conducting the bidder's conference and answering inquiries concerning the solicitation.

CONTRACT

For the purposes of this document, a contract is a formal written agreement between Management Entity and an individual or organization for the procurement of services. A formal contract consists of the Standard Contract, Attachment I including special provisions, plus any other attachments or exhibits deemed necessary. Per Chapter 287, F.S., a contract must be signed by both parties prior to services being rendered.

CONTRACT CLAUSE

A provision or condition which is part of the contact.

CONTRACT CLOSEOUT

The final process or steps to be taken upon completion or termination of a contract. This may include, but is not limited to (1) processing the final payment; (2) recovering any overpayment; or (3) recovering all

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equipment purchased in accordance with the terms of the contract.

CONTRACT DEFAULT

The failure to perform or meet contract terms and conditions.

CONTRACT DURATION

The length of time for which a contract is legally binding on both parties. It is normally specified in the contract under "effective" and "ending" dates.

CONTRACT FILE

The official record for Management Entity which must be maintained for a period of five (5) years following contract closeout or resolution of pending action (e.g., legal, audit, etc.) whichever is later. This file is sometimes known as the Network Manager's file.

CONTRACT LOG

A log of contract numbers, maintained by the Management Entity, which is designed to prevent duplication of contract numbers. This log constitutes the Management Entity's contract inventory.

CONTRACT MONITOR

The Management Entity's employee responsible for acquiring and reporting information necessary to evaluate whether the Network Service Provider is in compliance with the terms and conditions of the contract is the Network Manager.

CONTRACT NUMBER

A unique five digit number assigned to each contract by the Management Entity.

CONTRACT RELATED DOCUMENTS

These documents include the Standard Contract, Attachment I, and other documents used in contracting.

CONTRACT RENEWALS

Except for those contracts initially obtained as emergency procurements pursuant to subsection 287.057(3)(a), F.S., or as single source procurements, pursuant to subsection 287.057(3)(c), F.S., contracts for commodities or contractual services may be renewed for a period that may not exceed three (3) years or the term of the original contract whichever period is longer. Renewal of the contract shall be by mutual consent in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the Management Entity. If the commodity or contractual service is purchased as a result of a solicitation, the cost of the contemplated renewals shall be included in the original solicitation.

CONTRACT SIGNER

The position authorized to sign contracts, Certifications of Emergency for Retroactive Payment, Certifications of Emergency Procurement, and Single Source Requests for the Management Entity.

CONTRACT TERMS

Conditions, obligations, rights, price, etc., as specified in a contract or instrument. Term is a word or phrase; an expression; a fixed and definite period of time.

CONTRACT YEAR

An accounting period of twelve consecutive months based on the terms and agreements on the contract.

CONTRACTOR

A person who contracts to sell contractual services or commodities to an agency. In its contracts and contract-related activities, Management Entity uses the term "Network Service Provider." (subsection 287.012(8), F.S.)

CONTRACTUAL SERVICES

The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors and such services may include, but are 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 thereunder, and professional, technical, and social services. "Contractual service" does not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, or portion of building, utility, park, parking lot, or structure or other improvements to real property entered into pursuant to Chapter 255 and rules adopted thereunder. (subsection 287.012(9), F.S.)

CONVICTED VENDOR LIST

The Department of Management Services (DMS) is required by statute to maintain a convicted vendor list, which consists of persons and affiliates who are disqualified from the public contracting and purchasing processes because they have been found guilty of a public entity crime. Such a person or affiliate may not bid on a public contract or transact business in excess of the threshold amount for Category Two, with any public entity, for thirty-six (36) months after being placed on the list. The list is published quarterly in the FAW. Any public entity which receives information that a person has been convicted of a public entity crime shall transmit that information to DMS in writing within ten (10) days of receipt. (sections 287.132 and 287.133, F.S.)

CORRECTIVE ACTION PLAN

A written plan developed by the Network Service Provider that responds to findings of substantial deficiencies in contract compliance. The plan is submitted to the Network Manager for approval within thirty (30) calendar days from the time of Management Entity notification. Each deficiency is to be identified along with steps and time frames for correction.

CORRECTIVE ACTIONS

Required remedial revisions that the Network Service Provider is required to make resulting from findings of a reviewing entity.

COST PRINCIPLES

The explanation of contract pricing which includes provisions for allowable and unallowable costs.

COST REIMBURSEMENT

Method of payment used when the Management Entity reimburses the Network Service Provider for actual expenditures incurred in accordance with a line item budget.

DATA SECURITY

The protection of Management Entity information from unauthorized use, modification, destruction, or disclosure.

DEBARMENT AND SUSPENSION, CERTIFICATION REGARDING

The Management Entity is prohibited from contracting with a Network Service Provider for \$25,000 or more in federal moneys if the Network Service Provider has been debarred, suspended, declared ineligible, or voluntarily excluded from receiving federal funds. This prohibition is also true of Network Service Providers who audit federal programs, regardless of the amount of federal moneys involved in their contracts. The Certification Regarding Debarment and Suspension form must accompany RFPs and ITBs and states that the Network Service Provider is not ineligible to receive federal moneys. Note that all subcontractors are also subject to these requirements.

DEFAULT

Failure to perform to contract terms and conditions.

DEPARTMENT

Florida Department of Children and Families, unless otherwise stated.

DETAILED PROPOSAL

Written replies to the Request for Detailed Proposals (RDP).

DISCOVERY SAMPLING

A type of sampling used commonly by auditors. A sample is drawn to discover whether the records contain critical errors in an entity's internal control process.

DISPUTE

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

ELECTRONIC POSTING

The posting of solicitations, Management Entity decisions or intended decisions, or other matters relating to procurement on a centralized Internet website.

EMERGENCY PROCUREMENT

A procurement made without competition (see Paragraph 4-4 of CFOP 75-2) which is necessitated by a sudden, unexpected turn of events (e.g., act of God, riot, fire, flood, accident, or any circumstance or cause beyond the control of the agency in the normal conduct of its business) where an immediate danger to the public health, safety or welfare or substantial loss to the State requires emergency action. However, such emergency procurement shall be made with such competition as is practicable under the circumstances.

EVALUATION CRITERIA

A list of questions used in a competitive solicitation to determine which potential vendors are responsible in accordance with s. 287.012(24) F.S..

EVALUTATION TEAM

A group that includes at least three (3) persons with knowledge and experience in the program areas and service requirements for which contractual services are sought. The evaluation team is designated by the contract signer to review and evaluate the solicitations submitted. For an ITN the Secretary or designee shall appoint teams to evaluate replies. All evaluation team members shall complete a Conflict of Interest Questionnaire (Appendix D, CFOP 75-2).

EXCEPTIONAL PURCHASE

Any purchase of commodities or services excepted by law or rule from the requirements for competitive solicitation or acquisition, including, but not limited to, purchases from a single source, purchases upon receipt of less than two responsive bids or proposals, emergency purchases, and exceptions granted by the Division of Purchasing for a purchase of commodities from other than a State term contract vendor. Any purchase of commodities or services which is exempted by law or rule from the requirements of competitive solicitation or acquisition is an exceptional purchase. (subsection 287.012(13), F.S.)

EXECUTED CONTRACT

A contract that has been signed and dated by both parties (authorized representatives of the Management Entity and the Network Service Provider).

EXEMPT SERVICES

Those services which are not subject to the competitive sealed bid requirements of s. 287.057, F.S., but are subject to all other provisions of Chapter 287, F.S., and the laws relating to the State Comptroller's authority to audit expenditures for contractual services. (See Chapter 4 of CFOP 75-2)

NOTE: See Chapter 5 of CFOP 75-2 for a discussion of the requirements of subsection 402.73 F.S., which supersede subsection 287.057(3)(f), F.S., and requires competitive solicitation.

EXHIBIT

An attachment to an Attachment I or any other contract attachment. The use of the word "Exhibit" avoids confusion and allows for clearer referencing. All Exhibits to an Attachment I must be referenced in that Attachment I.

EXTENSION

An increase in the time allowed for the contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being executed, with or without a proportional increase in the total dollar amount, with any increase to be based on the method and rate previously established in the contract. Extension of a contract shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the Network Service Provider's control. (subsection 287.012(14), F.S.)

FACE-TO-FACE

Personal contact. In contract monitoring, face-to-face interviews are to be conducted with Network Service Provider staff, board members (where appropriate), clients, and client families or guardians.

FACTORS

The pre-established selection criteria used in a risk assessment instrument to rank Network Service Providers' contracts according to the level of risk assumed by the Management Entity.

FEDERAL FISCAL YEAR

An accounting period of twelve consecutive months starting on October 1 and ending on the last day of September.

FINAL REPORT

The monitoring report and transmittal letter submitted to the Network Service Provider detailing the

results of the monitoring review and specifying any required corrective actions.

FINDINGS

Material results and observations derived from the contract monitoring that identify the Network Service Provider's failure to comply with specific terms and conditions of the contract which relate to the Network Service Provider's service delivery, operations, and financial stability. A finding requires a recommendation for corrective action.

FISCAL YEAR

An accounting period of twelve (12) consecutive months ending on the last day of any month except December.

FIXED PRICE

Method of payment used when the service provided can be broken down into unit cost (e.g., hours, client days, etc.), or a fixed fee (e.g., payment based on delivery of a complete service).

FORMAL SOLICITATION

A written, approved competitive solicitation instrument used in the RFP, ITN, ITB, or ASPM process.

FORMAL WRITTEN AGREEMENT

A formal written agreement is defined as a Standard Contract and Attachment I, and other necessary attachments.

FUNDING PARTNERS

Entities (either public or private) which have contractual arrangements with the same Network Service Provider.

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 Network Manager's file.

INITIAL SCREENING CRITERIA

A list of "fatal" or mandatory criteria used to screen replies to the ITN to determine which potential vendors are responsive.

INSTRUCTIONS TO BIDDERS RESPONDING TO A SOLICITATION

Specific instructions to parties responding to the solicitation describing the content, format, and manner of submission for their responses. See Chapter 5 of CFOP 75-2.

INSTRUMENTALITY OF GOVERNMENT

An instrumentality of government as defined by 45 CFR Part 74, and Chapter 60A-1, F.A.C., includes all units of State, Local, and Federal government, including government institutions of higher education and government hospitals.

INVITATION TO BID (ITB)

A written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and specifically defining the commodity, group of commodities, or contractual services for which bids are sought with values above the threshold amount for Category Two. ITB includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously.

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The ITB is used when the Management Entity is capable of specifically defining the scope of work for which a contractual service is required or when the Management Entity is capable of establishing precise specifications defining the actual commodity or group of commodities required. The contract is awarded to the bidder who conforms to all the material terms and conditions of the Invitation To Bid and is the lowest price. (subsection 287.012(16), F.S.)

INVITATION TO NEGOTIATE (ITN)

A written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of contractual services. (subsection 287.012(17), F.S.)

JOINT MONITORING

Administrative and programmatic oversight and review shared among funding partners.

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.

LICENSING AGENCY

As defined by subsection 435.02 (3), F.S., any state or county agency which grants licenses or registration permitting the operation of an employer or is itself an employer. When there is no state licensing agency or the county licensing agency chooses not to conduct employment screening, "licensing agency" means the Department of Children and Family Services.

MAJOR ERRORS

Contractual performance discrepancies that indicate the interruption of service delivery and/or the receipt of public funds for program services not delivered. These discrepancies require a corrective action plan or penalties.

MANAGERIAL DATA

The Network Service Provider's internal budget, personnel, inventory, policies, and procedural records.

MATCH

Refers to a specified percentage of program or project costs, cash or in-kind, that must be contributed by a grantee in order to be eligible for funding. This requirement may either be stated as a specified minimum percentage of total allowable costs or a maximum percentage of participation in such costs.

MEMORANDUM OF NEGOTIATION

A document (memorandum) signed and dated by both parties, listing all points discussed and agreed to during negotiations.

METHOD OF PAYMENT

Specifies the total or maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted to the Management Entity, and any special conditions pertaining to payment of contract invoices.

MINIMUM PROGRAMMATIC REQUIREMENTS

A narrative which details the Statement of Work. It includes what services are to be provided, specific eligibility requirements to be used in determining who can be served, concrete objectives that are to be accomplished, and any other special requirements which affect how the program will operate.

MINOR ERRORS

Unintentional and non-systematic mistakes that do not result in reduced or substandard program service nor are fraudulent transactions. Minor errors can be readily adjusted without the need of a corrective action plan or penalties.

MINORITY BUSINESS ENTERPRISE

Any small business enterprise which is organized to engage in commercial transactions and which is at least 51 percent owned and controlled by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an underrepresentation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. (subsection 288.703(2), F.S.)

MINORITY PERSON

A lawful, permanent resident of Florida who is: An African-American, a Hispanic-American, an Asian-American, a Native American, or an American woman. See subsections 288.703(3)(a) through (d), F.S., for further definitions of these terms. (subsection 288.703(3), F.S.)

MONITORING

The acquisition, review, and reporting of information about the Network Service Provider's compliance with the terms and conditions of the contract. (CFOP 75-8)

MONITORING LEVELS

The intensity of compliance review (low, medium, or high) assigned to each Network Service Provider according to the amount of risk assumed by the Management Entity with each contract.

MONITORING PLAN

The activities to be conducted and instruments to be used for each monitoring. Also referred to as a work plan.

MULTI-CIRCUIT RATE CONTRACT

A Multi-Circuit Rate Contract occurs when two or more circuits purchase the same or similar services from the same Network Service Provider under a single rate contract. The Standard Contract document is used for Multi-Circuit Rate Contracts.

MULTIPLE YEAR CONTRACTS

One (1) contract which covers more than twelve (12) months. Multiple year contracts shall be dependent upon satisfactory performance evaluations by the Management Entity and may be written for "exempt" and competitively bid contracts. Specific language shall be included in the original contract stating: "...this is a multiple year contract for ____ years."

NATIONAL STANDARDS

Criteria established by national accrediting organizations, (i.e., the Council on Accreditation, the Commission on Accreditation of Rehabilitation Facilities, The Joint Commission, the National Committee for Quality Assurance, and the Utilization Review Accreditation Commission) to evaluate organizational and service delivery quality.

NETWORK MANAGER

For the Management Entity, the primary point of contact is the Network Manager who is responsible for enforcing the performance of the contract terms and conditions and serving as liaison with the contractor (s. 287.057(15), F.S.). The Network Service Provider's Point of Contact is the employee delegated to serve as the Network Service Provider's representative and liaison to the Management Entity.

NETWORK MANAGER'S FILE

The official record for the Management Entity that must be maintained for a period of five (5) years following contract closeout or resolution of pending action (e.g., legal, audit, etc.) whichever is later. The file consists of two (2) sub files, the procurement and the contract files. See Chapter 11 of CFOP 75-2.

NETWORK SERVICE PROVIDER

An organization or individual providing services or materials to the Management Entity in accordance with the terms of the contract. This term is also known as 'Subcontractor.'

NETWORK SERVICE PROVIDER'S FISCAL YEAR

An accounting period of twelve consecutive months.

NON-COMPLIANCE, CERTIFICATION OF

The Management Entity is said to be in non-compliance when service delivery is initiated prior to the execution of a contract and there is no valid emergency. Certification by the contract signer, as to the specific circumstances leading to the failure to have the contract signed prior to the rendering of services, is required no later than thirty (30) days after services were initiated and must describe activities taken to prevent the recurrence of such non-compliance. See Chapter 10 of CFOP 75-2 for additional information.

NOTICE OF AWARD

A purchase order or other written notice to the most responsive bidder with the lowest or best offer for contractual services. See Chapter 5 of CFOP 75-2 for more information.

NOTICE OF INTENT TO SUBMIT PROPOSAL

A response from a prospective bidder indicating interest in a Request For Proposal. See Chapter 5 of CFOP 75-2 for more information.

OFFEROR

An individual, organization, or entity submitting competitive proposals to an RFP, ITN, ASPM, or ITB to the Management Entity pursuant to section 287.057, F.S.

OFFERORS' CONFERENCE

A meeting held by the Management Entity with interested bidders to answer questions concerning a Request For Proposal (RFP) or Invitation to Bid (ITB). Each contracting entity will include a statement in bid solicitation documents that encourages minority business enterprises to participate in bidders' conferences. (10-22.003(4), F.A.C.)

PARAMETERS

Values used to determine an acceptable confidence interval (error percentage rate) of the sample findings.

PEER SPECIALIST

A Peer Specialist is an individual who self-identifies as a person who has direct personal experience living in recovery from mental health and/or substance use conditions and has been trained and certified to help their peers gain hope and move forward in their own recovery.

PERFORMANCE-BASED CONTRACT

A contract which contains quantitative or qualitative indicators (performance measures) used to assess a Network Service Provider's performance against a specified level of performance of an output or outcome (performance standard). Examples of performance measures include: improved scores on achievement tests, increased level of function or ability, increased quality of water, and reduced requirements for subsequent services. Examples of performance standards include: a target number of clients to be served (output), a target number of activities completed on time (output), a 25% reduction in the child abuse/neglect reports for the population served (outcome), and a 10% increase in level of function or ability of the clients served (outcome).

PERFORMANCE SPECIFICATION

The section in the Attachment I that specifies the Management Entity's approved performance standards, definitions of performance measurement terms, and information about evaluating each performance measure.

PERFORMANCE STANDARDS

Quantitative statements that specify the level of accomplishment of an outcome or output measure contained in the Attachment I of the standard contract.

POLICIES AND PROCEDURES

The evaluation and validation of the Network Service Provider's internal and external processes used to assure program compliance.

POPULATION

The aggregate of all cases that conform to a designated set of specifications.

PROBABILITY SAMPLE

A subset of the population selected by a process in which units are chosen by chance methods such as flipping coins or drawing from random number tables. A probability sample makes it possible to estimate the extent to which the findings of one sample are likely to differ from what would have been found by studying the entire population.

PROCUREMENT

The acquisition, by Management Entity, of goods or services in exchange for money.

PROCUREMENT FILE

The official record for Management Entity of all pre-award activities.

PROCUREMENT LEAD

The Network Manager designated to take the lead and serve as the single point of contact for the procurement process, who is responsible for overseeing, scheduling, and expediting the procurement from creation of the solicitation document through advertisement, evaluation, and negotiation (if applicable), until contract award and execution.

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PROCUREMENT PROTEST BOND FORM (PUR 7062)

The form submitted to the Procurement Lead Manager with a bond when a protest is filed.

PROCUREMENT-RELATED DOCUMENTS

The following are procurement related documents: contracts, contract exceptions, single source requests, waivers of legal advertisements, waivers of competitive bids/proposals, certifications of emergency, and noncompliance.

PROGRAMMATIC

Referring to the services and activities carried out by the Network Service Providers to improve the lives of the Department's clients.

PROGRAMMATIC MONITORING

The review, evaluation and validation of the Network Service Provider's actual program performance against the specific program goals and expected outcomes required by the contract.

PROPOSAL DEADLINES

See Schedule of Events and Deadlines.

PROTEST

An objection by any person or firm who has, or considers they have, been adversely affected by a decision or intended decision concerning a bid solicitation, or by a notice of contract award. An official protest must be raised in writing within the timeframe prescribed by Chapter 120, F.S. At the time of filing the formal written protest, the official protest must be accompanied by a bond payable to the Management Entity as described in Chapter 6 of CFOP 75-2.

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 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. Applicable terms as to payment, discount, date of performance, transportation, and other factors or suitable references pertinent to the purchase, such as bid number or contract number should be included. The purchase order should be signed by the purchaser.

PURCHASING CATEGORY THRESHOLD AMOUNTS

Section 287.017, F.S., establishes purchasing category threshold amounts which are referenced throughout this document. The current threshold dollar amounts are found in Appendix A of CFOP 75-2.

QUALITY ASSURANCE

A process by which the Management Entity reviews the effectiveness and the quality of its service provisions and deliveries in order to meet the need of its clients.

RANDOMIZED SAMPLE

A subset of the population selected by a method in which each unit in the population has an equal chance of being chosen.

RATE CONTRACT

A contract between the Management Entity and an individual or an organization that establishes a rate of payment for a specified unit of service.

RATIOS

Measurement tools to evaluate and validate a Network Service Provider's financial performance.

RECORDS RETENTION

The requirement to keep all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

REFERENCE AND CROSS REFERENCE

The use of an index to track all work papers developed or obtained during monitoring.

REGULATED EXEMPTIONS

See Exempt Services.

RENEWAL

Contracting for the same services with the same Network Service Provider for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal. Except for emergency or single source procurements, a renewal may be used in any contract for services or commodities. A competitively bid contract cannot be renewed unless there was a renewal provision in the RFP or ITB. (subsection 287.012(20), F.S.)

REQUEST FOR PROPOSALS (RFP)

RFP is a written solicitation for competitive sealed proposals with the title, date, and hour of the public opening designated. The RFP is used when the agency is incapable of specifically defining the scope of work for which the contractual services, commodity, or group of commodities is required, and when the Managing Entity is requesting that a qualified offeror propose a contractual service, commodity, or group of commodities to meet the specifications of the solicitation document. An RFP includes, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposal instructions, and evaluation criteria. RFPs designate the date and time of the public proposal opening, a statement of the services sought, all contractual terms and conditions applicable to the procurement of contractual services, and specific instructions for submitting proposals, such as: required format and budget information, applicable laws and rules, and deadline for submittal. RFPs shall state the relative importance of price and any other evaluation criteria. (s. 287.012(22), F.S.)

REQUEST FOR PROPOSALS (RFP) EVALUATION SHEET

The plan prepared by the Management Entity, and included in the RFP, for evaluating proposals and bids submitted for consideration for a proposed contract. The evaluation sheet must identify the most important aspects of the RFP and contain a methodology for evaluating and comparing the bids.

RESPECT

Rehabilitative Enterprises Services and Products. This is the non-profit corporation for the blind and severely handicapped which is established under Chapter 413, F.S.. (See CFOP 75-1 for procurement procedures.)

RESPONSIBLE OFFEROR

A responsible offeror is one who is capable of providing the service as outlined in the competitive solicitation.

RESPONSIVE BID

See Responsive Proposal.

RESPONSIVE BIDDER

A person who has submitted a proposal or bid which conforms in all material respects to the solicitation. Also known as a "responsive offeror."

RESPONSIVE PROPOSAL

A proposal submitted by a responsive and responsible, qualified bidder or offeror which conforms in all material respects to the solicitation. (subsection 287.012(25), F.S.) Also known as a "responsive bid" or "responsive reply."

RESULTS

All the documentation reviewed, observations conducted, and interviews completed during a contract monitoring; used to determine whether or not the Network Service Provider is complying with the terms and conditions of the contract.

RISK ASSESSMENT

The systematic method used for determining the intensity of monitoring by assigning pre-established criteria to each contract or Network Service Provider.

SAMPLING

Selection and evaluation of a limited number of records to validate the Network Service Provider's compliance with the terms and conditions of the contract.

SCHEDULE OF EVENTS AND DEADLINES

A schedule containing dates of all relevant events/deadlines for the RFP/ITB prior to execution of 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. All selection team members must complete a Conflict of Interest Form.

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SELF-EVALUATION SURVEY

A required monitoring instrument that must be completed by the Network Service Provider and returned to the Managing Entity.

SERVICE PROVIDER POINT OF CONTACT

The employee designated by the contract signer to serve as the primary point of contact, who is responsible for the success of the contract. The Network Service Provider Point of Contact's responsibilities are detailed in Chapter 11 of CFOP 75-2.

SERVICES TO BE PROVIDED

It is the part of the document which provides a detailed expression of the services to be provided and is the appropriate place for incorporation of the Statement of Work. If the contract is to be for multiple years, all terms and conditions (for each year of the multi-year contract) must be specified in this section of the original contract document.

SINGLE SOURCE PROCUREMENT

The purchase of a contractual service that is available from only one source.

SMALL BUSINESS

An independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth shall include both personal and business investments. (subsection 288.703(1), F.S.)

SMALL PURCHASE

The various procedures described in Chapter 3 of CFOP 75-2 used for purchasing contractual services which will cost less than or equal to the threshold amount for Category Two.

SOLICITATION CONFERENCE

A meeting held by the Management Entity (used for ITBs and RFPs) with interested parties to answer questions concerning the solicitation. Each contracting entity will include a statement in solicitations that encourages minority business enterprises to participate in Solicitation Conferences. (Rule 10-22.003(4), F.A.C.)

SOLICITATION DOCUMENT

A written, approved competitive instrument used as an RFP, ITN, ASPM, or ITB.

SOLICITATION EVALUATION SHEET

The plan prepared by the Management Entity and included in the solicitation for evaluation of documents submitted for consideration for a proposed contract. The evaluation sheet must identify the most important aspects of the solicitation and contain a methodology for evaluating and comparing the offers.

SOLICITATION OPENING CLERK

The individual charged with the responsibility of receiving, logging, and opening solicitation documents.

SPECIAL PROVISIONS

This section of the Attachment I is designed to contain any special requirements not covered elsewhere

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in the contract, e.g., licensing requirements, federal/state laws, rules, and regulations with which the Network Service Provider and/or the Managing Entity must comply, reporting requirements, etc. The recommended language for some of the most commonly used special provisions and the appropriate use of the clauses is included in Chapter 9, CFOP 75-2.

STANDARD CONTRACT

The approved Management Entity model contract. This document contains general administrative, financial, and non-programmatic terms and conditions usually mandated by federal, state, and/or Department policy for use in procurement of services. Use of the Standard Contract is mandatory.

STATEMENT OF NEED

A narrative describing the circumstances which contribute to the necessity for the project to exist.

STATEMENT OF PURPOSE

A narrative relating to the Statement of Need describing what the project must accomplish.

STATEMENT OF WORK

A narrative describing what services are to be provided, how the services are to be provided, measurable objectives, products to be delivered, and schedules of performance. A Statement of Work is required for all solicitations and is encompassed by the Attachment I in the final contract. (See Work Statement Format, Chapter 7, paragraph 7-6, CFOP 75-2.)

STATE'S FISCAL YEAR

An accounting period of twelve (12) consecutive months starting of July 1, and ending on the last day of June.

SUBCONTRACT

A written contract between the Network Service Provider and another entity to deliver program services. The subcontract must contain all required terms and conditions of the original contract and prior approval was obtained from the Management Entity for the use of subcontractors in performing services under the contract.

TERM CONTRACT

An indefinite quantity contract wherein a party agrees to furnish commodities or contractual services during a prescribed period of time, the expiration of which concludes the contract. (subsection 287.012(28), F.S.)

TERMS AND CONDITIONS OF CONTRACT

Administrative and programmatic requirements that are mandated for the signers of a mutual agreement.

TRADE SECRETS

The whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The Trade Secrets clause is required to be included in RFPs and ITBs. (subsection 812.081(1)(c), F.S.)

UNALLOWABLE EXPENDITURES

Expenses that are not included in the contractual agreement and, therefore, are deemed inappropriate for payment.

UNSCHEDULED VISITS

On-site monitoring visits conducted by the Management Entity that are not pre-arranged with the Network Service Provider.

VARIABLE

A factor that can be assigned a weight value. For use in CFOP 75-8, a variable refers to a factor that is relevant to the risk assumed by the Management Entity in contracting with external Network Service Providers.

VENDOR

A person who sells or offers to sell commodities or contractual services.

VENDOR OMBUDSMAN

Advocate for Network Service Providers who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman has been established within the Department of Banking and Finance and may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, (800) 848-3792.

WEIGHT

The value applied to each factor used in the risk assessment instrument.

WORK PAPERS

The major reference materials used to document the Managing Entity's review and also used to enable other appropriate parties to see the evidence that supports the Managing Entity's conclusions and determinations.

WORK PLAN

See Monitoring plan.

WORK STATEMENT FORMAT

The format for a work statement to be included in the services to be provided and manner of service provision sections of an Attachment I. This format may also be referred to as the Statement of Work. (CFOP 75-2, Chapter 7, paragraph 7-6)