

# I. Procurement

## i. Procurement of Service Partners

### A. Competitive Process for Awards to Service Partners

SFWIB competitive process is a set of rules that safeguard fair and objective decision-making when choosing Career Center Service Partners or awarding other grant funds to partners. These rules must comply with appropriate federal, state, and local requirements. Central to this process are the core values of *integrity*, accountability, and a *systems* perspective.

SFWIB complies with F.S. 287 and 2 CFR Part 200.

#### a.1 Records Management

In accordance with federal and state requirements, records are maintained for a minimum of three (3) years for each procurement process. These records include documentation for the purpose and rationale for the method of procurement, contractor selection or rejection, and a cost/price analysis.

#### a.2 Rationale for Procurement Method

For each competitive procurement, the method used for the procurement, (e.g., Request for Proposals, Invitation to Negotiate, etc.) is maintained on file. The rationale for all non-competitive procurements is documented according to applicable regulations, cost thresholds, type of service being procured and/or emergency procurement situations.

#### a.3 Contractor Rejection or Selection

The evaluation criteria are kept on file for each procurement effort, including the individual evaluation forms completed for each proposal submitted. In addition, copies of correspondence sent to Service Partners in regards to the procurement are kept, as is documentation of SFWIB actions concerning the selection or non-selection of partners.

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**a.4 Basis for Contract Price**

The cost/price analysis and proposed cost of service serve as the basis for negotiation and final price for the proposed service of the contract price. Any miscellaneous correspondence regarding the proposed costs will be maintained in the appropriate file.

**a.5 Code of Conduct/Standard of Conduct/Conflict of Interest-Award/Administration of Contracts**

SFWIB contract award and administration process follows Miami-Dade County's conflict of interest guidelines. In addition, SFWIB adheres to the standard of conflict/conflict of interest governing the performance of employees, officers, and contractors engaged in the award and administration of contract as prescribed by the Florida Commission on Ethics, Guide to the Sunshine Amendment and Code of Ethics for Public Officers.

No individual (SFWIB permanent or temporary staff, authorized agent, or SFWIB member) shall participate in or cast a vote in the selection of, or in the award of a contract if a conflict of interest, real or apparent, is involved. Such a conflict would arise when the individual (SFWIB permanent or temporary staff, authorized agent, or SFWIB member), or any member of the individual's immediate family, individual's partner, or on organization which employs or about to employ any of the above, has a financial or other interest in the agency or organization selected for the award.

Furthermore, for SFWIB staff, Miami-Dade County code requires any employee seeking to have outside employment or other outside income producing business involvement must first obtain written approval from the SFWIB Executive Director. In this way it is possible for the SFWIB to control conflicts of interests.

In addition, SFWIB procurement process exercises further control of conflict of interest. Responses to the solicitations are evaluated by a team, which includes staff and may contain individuals outside SFWIB with expertise in the particular area, SFWIB members, using a point system based on evaluation criteria published in each solicitation. The evaluation criteria scoring sheet requires evaluation team members to declare a conflict of interest, and if a conflict is declared by a member in regards to an agency, then the scores of that member are not considered in the development of a total point score for that procurement. Recommendations developed by the evaluation/rating team in the Sunshine are subject to the SFWIB Committee structure with the SFWIB making the final funding decisions.

**B. Method of Procurement and Procurement Process**

To the extent possible, Service Partners for Region 23 are selected through a competitive procurement process in accordance with F.S. 287 and 2 CFR Part 200. Non-competitive with sole source and emergency procurements, may be authorized in accordance with F.S. 287 and 2 CFR Part 200.

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#### **b.1 Legal Notices**

Notices of a solicitation are published in "The Miami Herald", "The Miami Times", "Diario Las Americas", and the "Key West Citizen." SFWIB maintains a bidders list that is updated on an on-going basis. Specialized or targeted solicitations may also be used. These solicitations are generally based on time requirements and/or specific expertise requirements. These specialized or targeted solicitations may be sent to limited mailings, for example current or specialized partners.

#### **b.2 Cone of Silence**

All parties to competitive procurements are limited by the "Cone of Silence" surrounding solicitations and prohibitions against ex parte communication. These policies prohibit communications regarding this solicitation between a current or potential contractor and any SFWIB staff, or any other person serving as a selection committee member during this procurement process. Respondents directly contacting Board members, staff, or selection committee members risk elimination of their response from consideration.

#### **b.3 Offerors Conference**

All competitive procurements issued by SFWIB contain the requirement to hold an Offerors Conference and encourages potential respondents to a solicitation to attend since this is the only venue at which questions of a substantive nature can be answered. No substantive questions can be answered by staff outside of this public session(s).

#### **b.4 Contract Terms**

Specific contract terms, conditions, and method of payment are a component of the contract negotiation process and a respondent to the specific solicitation shall negotiate the final contract in good faith. Language may be written into the solicitation that would allow for an option to renew contracts on a year-to-year basis, up to the period identified in the original procurement. Contract renewal language states the contract requirement for renewal, which may include but is not limited to: meeting contract performance requirements; a review of the effectiveness of the services delivered; and, any other criteria that may be pertinent to the specific solicitation and/or procurement.

#### **b.5 Evaluation Process and Selection of Service Partners**

The primary consideration in the selection of Service Partners is the effectiveness of the agency or organization in delivering comparable or related services. This consideration is based on the following criteria: merits and quality of the technical proposal; demonstrated effectiveness and performance: ability to meet performance standards

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within reasonable cost parameters: and, fiscal accountability and management capabilities. Contract awards are made to the most responsive respondents: those with proposals that are most advantageous to the SFWIB after considering price, technical factors and other applicable criteria.

SFWIB conducts a comprehensive review of all the responses to each solicitation. Responses are evaluated first to ensure that all information required is complete and responses satisfactorily address each and all requirements. Responses that are incomplete or do not satisfactorily address each and every requirement may be disqualified.

The evaluation process is designed to assess the respondent's ability to meet the SFWIB requirements and to identify those respondents most likely to satisfy them. The evaluation process is conducted in a thorough and impartial manner at a publicly noticed selection committee meeting held in the sunshine. All respondents to a particular solicitation are encouraged to attend this meeting.

While price is an important factor in selecting a respondent for an award, other factors in the competitive process may be considered and may take precedence over price. Those factors include but are not limited to: quality of service offered, operating characteristics, technical innovations, administrative capability, previous experience in providing the same or similar services and the ability to achieve the deliverables as specified in the solicitation.

#### **b.6 Reasonableness of Cost**

A cost or price analysis is performed for each procurement effort, in order for SFWIB to evaluate the reasonableness of the cost/price for the program. This analysis is done using a cost and/or price analysis worksheet that analyzes cost based on factors, i.e. units, amount, rates, etc.

#### **b.7 Procurement Files**

All documentation detailing the historical process of a specific procurement action is maintained in a procurement file for a minimum of three (3) years after the end of the contract.

#### **c. Appeal Procedures**

SFWIB Appeal Procedures, details the procedures in the event a respondent organization is not recommended for a funding award. A respondent organization that is not recommended for funding is formally notified of the non-funding recommendation and the reasons for this recommendation. There are two levels of appeal: 1) an Informal Resolution Conference, held before the SFWIB Executive Director and non-service provider members of the SFWIB. This informal process allows for clarification of issues

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and an initial decision as to whether any errors may have been made requiring revisions of the funding recommendations; and 2) the Formal Appeal Hearing before an appeal-hearing panel made up of representatives of the Board. Respondent organizations have the right to appeal to DEO, if the appeal is not successful at the local level.

#### **D. Contract Award**

##### **d.1 Contract Signature Authority**

The SFWIB Executive Director is the only individual authorized to sign and execute contractual agreements and modifications.

##### **d.2 Contract Management**

All organizations under contract with SFWIB receive ongoing support, technical assistance and quality assurance from SFWIB staff. Each contractual agreement requires the contractor to submit monthly invoices. SFWIB staff oversees contract performance, identifies continuous improvement opportunities and provides guidance to execute change.

##### **d.3 Contract Files**

A permanent contract file is maintained for each contract and will contain documentation of all actions relating to the administration of the contract. Each contract file contains at a minimum the following documentation: 1) original signed and executed copy of the contractual agreement, to include statement of work or scope of services and all attachments, and 2) original signed and executed copy of all approved contract modifications, if applicable. Contract files are maintained for a minimum of five (5) years.

##### **d.4 Contract Close-Out Report**

Each contractual agreement requires the contracted organization to submit to SFWIB a contract close-out report and program income report within thirty (30) days of contract termination. The close-out report summarizes all contract expenditures incurred during the contract period. It also provides an inventory of all property valued over \$500.00 acquired with SFWIB funds during the term of the contract period.

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