Text

Description automatically generated

**Appendix G – Statement of Mandatory Assurances**

|  |  |
| --- | --- |
| **Infrastructure:** The Applicant shall possess equipment and Internet access necessary to participate fully in this solicitation. | **\_\_\_\_\_\_\_\_\_**  **Initial** |
| **Site Visits:** The Applicant will cooperate fully with the SFBHN in coordinating site visits, if desired by SFBHN. | **\_\_\_\_\_\_\_\_**  **Initial** |
| **Non-discrimination:** The Applicant agrees that no person will, on the basis of race, color, national origin, creed or religion be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by the requirements of, (a) Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in employment or any program or activity that receives or benefits from federal financial assistance on the basis of handicaps; (d) Age Discrimination Act 1975, as amended which prohibits discrimination on the basis of age, (e) Equal Employment Opportunity Program (EEOP) must meets the requirements of 28 CFR 42.301. | **\_\_\_\_\_\_\_\_\_**  **Initial** |
| **Lobbying and Integrity:** The Applicant (Contractor) shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Applicant (Contractor) shall not, in connection with this or any other agreement with SFBHN, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any SFBHN employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any SFBHN employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of an authorized SFBHN employee, the Applicant (Contractor) shall provide any type of information SFBHN deems relevant to the Applicant’s (Contractor’s) integrity or responsibility. Such information may include, but shall not be limited to, the Applicant’s (Contractor’s) business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Applicant (Contractor) shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Applicant (Contractor) agrees to reimburse SFBHN for the reasonable costs of investigation incurred by SFBHN for investigations of the Applicant’s (Contractor’s) compliance with the terms of this or any other agreement between the Applicant (Contractor) and SFBHN which results in the suspension or debarment of the Applicant (Contractor). Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Applicant (Contractor) shall not be responsible for any costs of investigations that do not result in the Applicant’s (Contractor’s) suspension or debarment.  The Applicant is prohibited by Title 31, USC, Section 1352, entitled “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions,” from using Federal funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal funds if grants and/or cooperative agreements exceed $100,000 in total costs (45 CFR Part 93). | **\_\_\_\_\_\_\_\_\_**  **Initial** |
| **Drug-Free Workplace Requirements:** The Applicant agrees that it will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76. | **\_\_\_\_\_\_\_\_\_**  **Initial** |
| **Smoke-Free Workplace Requirements:** Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library projects to children under the age of 18, if the projects are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children’s projects provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. | **\_\_\_\_\_\_\_\_**  **Initial** |
| **Non-Collusion Declaration:**  The applicant declares:  That all statements of fact in such bid/proposal are true;  That such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;  That such bid/proposal is genuine and not collusive or sham;  That the applicant has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of South Florida Behavioral Health Network, or of any other applicant or anyone else interested in the proposed contract; and further  That prior to the public opening and reading of bids/proposals, the applicant:  a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;  b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from bidding or withdraw his or her bid/proposal;  c. Did not, in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to raise or fix the bid/proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit, or cost element of the bid/proposal price, or of that of anyone else;  d. Did not, directly or indirectly, submit his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, or to any individual or group of individuals thereof to effectuate a collusive or sham bid, except South Florida Behavioral Health Network, and has not paid, and will not pay, any person or entity for such purpose or to any person or persons who have a partnership or other financial interest with the applicant in his or her business  Any person executing this declaration on behalf of an applicant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the applicant.  I certify under penalty of perjury of the laws of the State of Florida California that the above information is correct. | \_**\_\_\_\_\_\_\_**  **Initial** |
| **Compliance and Performance:** The Applicant understands that the renewal of resulting contracts is contingent upon compliance with the requirements of this procured program and demonstration of performance towards completing the activities and meeting the contract objectives. | **\_\_\_\_\_\_\_\_\_**  **Initial** |
| **Certification of Non-supplanting:** The Applicant certifies that funds awarded under this solicitation will not be used for programs currently being paid for by other funds or programs where the funding has been committed. | **\_\_\_\_\_\_\_\_\_**  **Initial** |
| **Warranty of Ability to Perform**. The Applicant warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Applicant’s ability to satisfy its Contract obligations. The Applicant warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Applicant shall immediately notify the SFBHN in writing if its ability to perform is compromised in any manner during the term of the Contract. | **\_\_\_\_\_\_\_\_\_**  **Initial** |
| **Assignment.** The Applicant (Contractor) shall not sell, assign or transfer any of its rights, duties or obligations under the resulting Contract(s), or under any purchase order issued pursuant to the Contract, without the prior written consent of the SFBHN. In the event of any assignment, the Applicant remains secondarily liable for performance of the contract, unless the SFBHN expressly waives such secondary liability. | **\_\_\_\_\_\_\_\_\_**  **Initial** |
| **Submission of Data:** The Applicant agrees to provide data and other information requested by SFBHN. | **\_\_\_\_\_\_\_\_**  **Initial** |
| **Submission of Reports:** The Applicant agrees to submit progress reports and any fiscal reports to SFBHN. | **\_\_\_\_\_\_\_\_\_**  **Initial** |
| **Annual Appropriation:** The SFBHN’s performance and obligation to pay under the resulting contract is contingent upon an annual appropriation by the Florida Department of Children and Families. | **\_\_\_\_\_\_\_\_\_**  **Initial** |

**By signing and submitting this agreement, the Applicant certifies that it will comply with all the above requirements.**

Applicant Signature Title Date