STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
CIRCUIT 17/BROWARD COUNTY
COMMUNITY CARE FOR DISABLED ADULTS (CCDA)

REQUEST FOR PROPOSALS (RFP)

CCDA Program Services
Case Management Services
Home Delivered Meals
Homemaker Services
Personal Care Services

RFP# 17-AS-1415-01
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Other than during the Solicitation Conference Call, prospective Vendor questions will only be accepted if submitted in writing to the Procurement Manager specified in Section 1.4, via electronic mail, U.S. mail, or other delivery service, and received on or before the date and time specified in Section 2.5. No questions will be accepted by facsimile or telephone. Copies of the responses to all inquiries, and clarifications or addenda if made to the RFP, will be made available by the date and time specified in Section 2.5 through electronic posting on the VBS website at: http://www.myflorida.com/apps/vbs/vbs_www.main_menu. .................................................. 14

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3.5 Minimum Financial Specifications.

The contract resulting from this RFP will be funded by general revenue appropriation. The State of Florida’s performance and obligation to pay under any resulting contract is contingent upon an annual appropriation by the Legislature. A match of 10% of the contract amount is required. The match requirement may be satisfied by cash or in-kind funds. Allowable costs are those expenses that would be allowable by OMB Circular A-122 or appropriate circular, reasonable, and necessary to deliver the agreed upon services.

3.6 Invoicing and Payment of Invoices.

3.6.1 The total dollar amount for a contract resulting from this RFP, subject to the availability of funds, is to be $151,996.00 for each fiscal year depending on the number to be served, areas of service, and the types of services as determined by the Department. As funding is based on the availability of funds, the estimated amount may be increased or decreased at any time. Total contract amount for all three (3) years is estimated at $455,988.00.

3.6.2 The resulting contract will be a fixed rate and/or cost reimbursement contract. The Department agrees to pay the successful Vendor up to a total amount not to exceed the terms of the contract, subject to the availability of funds.

3.6.3 All successful Vendors expecting to negotiate a contract must have sufficient cash flow to permit their organization to function at full capacity for 60-90 days of program operation. There will be no advances.

3.6.4 Fixed Rate Contract Requirements.

3.6.4.1 All payments under any fixed rate contract awarded as a result of this RFP are associated with completion of one (1) or more of the service units defined in Section 3.2.9.

3.6.4.2 All service unit rates and service unit types will be provided in accordance with the terms and conditions of the awarded contract. The service units for which payment is being requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by the awarded contract. Where applicable, service units will be rounded to the nearest quarter hour.

3.6.4.3 The successful Vendor will request reimbursement on a monthly basis through the submission of a properly completed invoice Appendix VIII, along with supporting documentation within 15 days following the end of the month for which reimbursement is being requested. Payment due under the resulting contract will be withheld until the Department has confirmed delivery of negotiated services.

3.6.4.4 It is expressly understood by the successful Vendor that any payment due the provider under the terms of the resulting contract may be withheld pending the receipt and approval by the Department of all financial and program reports due from the provider as a part of the resulting contract and any adjustments thereto. Requests for payment, which cannot be documented with supporting evidence, will be returned to the provider upon inspection by the Department.

3.6.4.5 The successful Vendor must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the dates the services were provided so that an audit trail documenting service provision can be maintained.

3.6.5 Cost Reimbursement Contract Requirements. The successful Vendor shall request reimbursement for actual, allowable expenditures that are made within the limits of the approved line item budget submitted by the successful vendor through the submission of properly completed monthly invoices that include supporting documentation. Once approved, the Department will pay the invoice in accordance with Section 215.422, F.S.

3.7 Cost Proposals-The chart below provides an overview of task categories to be funded and the estimated funding available for each task category. Please note the estimated available funds for each task category is subject to change at time of contract negotiations.
Proposed Vendor Budget

Proposed Vendor budgets must be identified on the Proposed CCDA Annual Contract Budget found in Appendix V.

The local match requirement must be identified on the Proposed CCDA Annual Contract Budget found in Appendix V. The local match requirement must be supported by match commitment forms from the bidder or the donor.

The fixed price (hourly rate) part of the resulting contract denotes a flat fee or rate charged per service.

The individual unit rates and the total amount of the resulting contract will be based on the proposed Vendor’s budget as reflected in Appendix V. Please note the proposed Vendor budget is subject to change at time of contract negotiations.

A detailed budget narrative must be included which provides an explanation and justification of the proposed unit rates and Match/In-Kind Services identified in the proposed Vendor budget and any overall supports to the proposed Vendor budget as part of the provision of services through the CCDA Program. There is no format for the budget narrative and it shall at a minimum, include line items and narrative for:

Personnel- List position title and attach descriptions of each position to be funded in whole or in part by the Department if not already included in the proposal. If not explained in the programmatic narrative of the proposal, provide an explanation of the purpose of each position.

Fringe Benefits - List fringe benefits separately (i.e. FICA, Worker’s Compensation, Unemployment Compensation, Health Insurance, etc.). Please note the resulting contract will not pay for Fringe Benefits, but may used as Match/In-Kind Services.

Consultants – Explain in full the purpose and necessity of consultants or other professional staff. This is an unallowable expense under the resulting contract and can’t be used as a Local Match.

Office Expenses – List normal office expenses for this project (telephone, postage, utilities, supplies, etc.). These expenses should be based on prior history, or, if for a new agency, should be based on a reasonable estimate. A complete explanation for all expenses that are not self-explanatory must be given.

Operating Capital Outlay (OCO) – This can be defined as fixed assets, such as equipment, fixtures and other tangible personal property of a non-consumable and nonexpendable nature, with an acquisition value of $1000 or more per unit and an expected useful life of at least one year. Explain the need of each OCO item and describe how it will be used.

Rental or Use of Space – List locations of each space to be rented for this project and the cost of each rental space per month or the total cost for the rental or use of the space. If the space is owned by the Vendor, list the lease or ownership cost (depreciation plus general liability insurance). If depreciation is not booked, the provider may enter the prorated cost of space based on its use allowance (not to exceed two percent of the cost of acquisition) or develop and submit an inventory of assets show cost, date of purchase, general condition, etc. Depreciation methodology of assets not consistent with IRS guidelines must be explained in the narrative.

Rental of Equipment – Explain the need for equipment. Copies of leases or rental agreements or proofs of purchase will be required.

Maintenance Agreements – Explain the need for the agreements. Copies of agreements will be required.

Insurance – List types of insurance needed and explain the need for each. Proof of insurance will be required.
3.7.2.1.10 Membership Fees and Subscriptions – Explain the need for this/these membership(s) and explain why it/they is/are necessary for this project. ___________________________________________29

3.7.2.1.11 Client Educational and Training Tools – Explain the need for and how the education and training tools will be used in this project. ___________________________________________29

3.7.2.1.12 Other Allowable Costs – Explain the need for each of these items and how and for whom they will be used in the project. ___________________________________________29

3.7.3 Contract Renewals. The resulting contract may be renewed for one term not to exceed three years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract, including any amendments. ___________________________________________29

3.8 MYFLORIDAMARKETPLACE. ____________________________________________________________30

In order to be paid, each Vendor doing business with the state must register in the MyFloridaMarketPlace pursuant to Rule 60A-1.030(3), F.A.C. If the Vendor is already registered in MyFloridaMarketPlace prior to submitting a proposal, the Vendor may include a signed Certificate of Registration. Vendors who are not subject to registration requirements should include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the proposal, however, proof of registration or exemption must be provided prior to execution of a contract, if any. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to subsection 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the successful Vendor shall pay to the State. ___________________________________________30

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the successful Vendor. If automatic deduction is not possible, the successful Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, successful Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. ___________________________________________30

The successful Vendor shall receive a credit of any Transaction Fee paid by the successful Vendor for the purchase of any item(s) if such item(s) are returned to the successful Vendor through no fault, act, or omission of the successful vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the successful Vendor’s failure to perform or comply with specifications or requirements of the agreement. ___________________________________________30

Failure to comply with these requirements shall constitute grounds for declaring the successful Vendor in default and recovering procurement costs from the successful Vendor in addition to all outstanding fees. SUCCESSFUL VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE. ___________________________________________30

3.9 Performance Bond Not Required Prior to Contract Execution. ___________________________________________30

The selected Vendor is not required to submit a payment and performance bond, irrevocable letter of credit or cashier’s check prior to contract execution. ___________________________________________30

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All responsive proposals received at the Department of Children and Families, Circuit 17 office will be reviewed and rated for both Fatal Criteria and Qualitative Requirements by an evaluation committee of Departmental personnel. All proposals must be received at the Department of Children and Families, Circuit 17 by the time and date listed in Section 2.5, Schedule of Events and Deadlines.

A Chairperson will be selected to head up the evaluation committee. The committee will review and rate all proposals that meet the mandatory proposal submission requirements, known as FATAL CRITERIA, of this RFP.

5.1 Evaluation Criteria

5.1.1 The fatal criteria elements will be reviewed first to ensure compliance with all minimum requirements of the RFP. The fatal criteria items may be found in Appendix I of the RFP. If the fatal criteria are not fully met, the proposal will not be further considered.

5.1.2 Additional proposal requirements will be reviewed and items submitted will be rated. Up to five points will be awarded per item.

5.1.3 An evaluation of Response to Introduction, Approach to Performing Tasks, Staffing and Organizational Capacity, and Financial Capability will be conducted.

5.1.4 The Total possible score for the proposal is 720 points. The minimum score required for the overall RFP evaluation will be 511. The minimum score required in the financial information category will be 84. If the total points are less than the minimum required, the Vendor will be disqualified. If the total points in the financial information section is less than the minimum required for that section, the Vendor will be disqualified, even if the proposal otherwise meets the minimum overall score.

5.2 Fatal Criteria

5.5 Posting Notice of Award

PLEASE PRINT OR TYPE REQUESTED INFORMATION
SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement.

The Department of Children and Families (Department), Adult Protective Services program is issuing this solicitation to interested parties for the purpose of providing in home services to all eligible permanently disabled adults aged 18-59 who are in need of assistance to maintain reasonably independent lives in the community in Broward County.

This solicitation is issued in accordance with the provisions of Section 287.057, Florida Statutes (F.S.), Chapter 60A-1 of the Florida Administrative Code (F.A.C.), and applicable Department policies and procedures. Any person interested in responding to the solicitation must comply with any and all of the terms and conditions described in the solicitation. A failure to read, understand, or comply with the terms of the solicitation may result in the Department’s inability to accept or fully consider the response.

1.2 Statement of Purpose.

The Department is seeking to contract with one vendor to coordinate and provide in-home community-based services or one vendor to coordinate in-home services, while collaborating with home health agencies to provide in home community-based services in Broward County.

The goal of the Community Care for Disabled Adults (CCDA) Program is to prevent unnecessary institutionalization of disabled adults aged 18-59 through the provision of Case Management Services to coordinate such in-home community-based services as Homemaker Services, Personal Care Services and Home Delivered Meals because the program is designed to serve totally and permanently disabled persons who are not eligible for assistance from other programs and it fills the gap in the services for adults with disabilities. The services provided through this program are critical to preventing premature withdrawal of persons with disabilities from productive life and minimizing stagnation and further dependency due to deteriorating health problems.

The successful Vendor for this service must be able to provide both coordination and delivery of in-home community-based services. If the successful Vendor can only provide coordination, they will have to have the ability to coordinate with home health agencies the delivery of in-home community-based services.

Specific required tasks are outlined in Sections 3.2.9. The major components of this contract will include:

Case Management:

1.2.1 Create a plan of care based on client’s needs;
1.2.2 Calculate the cost of each service, know the total monthly and annual cost of services for each client and include it in the plan of care;
1.2.3 Identify and access other community resources and other funding sources to defer costs to the program;
1.2.4 Review and update the plan of care every three (3) months to ensure the appropriate services are provided at the level needed by the client by way of a face to face visit in the client’s home.

Home Delivered Meals

1.2.5 Ensure that the client has difficulty in shopping for groceries or preparing meals and has no caregiver capable of providing the services;
1.2.6 Ensure that the Home Delivered Meals provider gives the client a choice of meals from a menu provided in advance;

1.2.7 Ensure the Home Delivered Meals are appropriate for the client and the client is satisfied with the meals.

Homemaker Services

1.2.8 Ensure Homemaker Services described in the plan of care are specific to amount, duration and scope of services to be performed and are provided at the client’s residence;

1.2.9 Ensure the specific instructions are being followed and the client is satisfied with the service. Analyzing the local job market to determine the occupations available in the community.

Personal Care Services

1.2.10 Ensure Personal Care Services described in the plan of care are specific to amount, duration and scope of services to be performed and are provided at the client’s residence;

1.2.11 Provide assistance to the client to complete personal hygiene and bladder and bowel requirements;

1.2.12 Maintain emergency procedures in the event of a crisis during the course of Personal Care services.

1.3 Term of the Agreement.
The anticipated start date of the resulting contract is **July 1, 2014**. The contract shall end on **June 30, 2017**. The contract may be renewed for period(s) not to exceed three (3) years or for the term of the original contract. Such renewal(s) shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal(s) shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

The total estimated dollar range for the contract resulting from this Request for Proposal (RFP), subject to the availability of funds, will be **$151,996.00** for each fiscal year for the provision of CCDA services to eligible recipients which is approximately **16 individuals**, as determined by the Department. The total contract amount for all three (3) years is estimated to be no more than **$455,988.00**.

1.4 Contact Person and Procurement Manager.
This RFP is issued by the State of Florida, Department of Children and Families. The sole contact point for all communication regarding this RFP is:

Jeffrey A. Ferraro, MPA, Contract Manager
Mailing Address: Florida Department of Children and Families, Southeast Region
Adult Protective Services
1400 West Commercial Blvd., Suite 210K
Fort Lauderdale, FL 33309
Email: jeffrey_ferraro@dcf.state.fl.us

All contact with the Procurement Manager shall be in writing via electronic mail, U.S. mail, or other common courier. **No facsimiles or telephone calls will be accepted for any reason.**
1.5 Definitions.

1.5.1 Contract Terms.

Contract terms used in this RFP can be found in the Department’s Glossary of Contract Terms, which is hereby incorporated by reference and maintained at the following website:
http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf

1.5.2 Program or Service Specific Terms.

This contract falls under the Adult Protective Services Program, Community Care for Disabled Adults. Service specific terms used in this document are defined as follows:

1.5.2.1 Activities of Daily Living - Basic activities performed in the course of daily living, such as dressing, bathing, grooming, eating, using a commode or urinal, and ambulating around one’s own home.

1.5.2.2 Adult Protective Services - Adult Protective Services is the State agency that provides funding for the CCDA program.

1.5.2.3 CCDA – Community Care for Disabled Adults.

1.5.2.4 Case Management means a client centered series of activities which includes planning, arrangement for and coordination of appropriate community-based services for an eligible Community Care for Disabled Adult client and is an approved service. It includes intake and referral, comprehensive assessment, development of a service plan, arrangement for service and monitoring of client’s progress to assure the effective delivery of services and reassessment.

1.5.2.5 Client - Any person who is eligible and is at least eighteen (18) years through age fifty-nine (59), has one (1) or more permanent physical or mental limitations that restrict the client’s ability to perform normal activities of daily living, and impede the client’s capacity to live independently or with relatives or friends without the provision of community-based services.

1.5.2.6 Home Delivered Meals – Provide meals delivered to the home for those who have difficulty shopping for groceries or preparing nutritious meals.

1.5.2.7 Homemaker Service - Is the performance of or assistance in accomplishing household tasks including housekeeping, meal planning and preparation, shopping assistance, and routine household activities by a trained homemaker.

1.5.2.8 Personal Care Services - Individual assistance with or supervision of essential activities of daily living, such as bathing, dressing, ambulating, supervision of self-administered medication, eating, and assistance with securing health care from appropriate sources. Personal care services shall not be construed to mean the provision of medical, nursing, dental or mental health services by the personal care service staff.
1.6 **Supporting Documentation.**

The following references and resources provide additional information related to the policies, goals, services, and procedures applicable to the Community Care for Disabled Adults Program (CCDA) Program in Florida.

1.6.1 Department of Children and Families, CFOP 140-8 - Community Care for Disabled Adults Operating Procedure.

1.7 **Small, Minority, and Florida Certified Veteran Business Participation.**

Small Businesses, Certified Minority and Florida Certified Veteran Businesses are encouraged to participate in any conferences, conference calls, pre-solicitation, or pre-proposal meetings which are scheduled. All Vendors shall be accorded fair and equal treatment.

**SECTION 2. RFP PROCESS**

2.1 **General Overview of the Process.**

Proposals that meet the Mandatory Requirements of this RFP (see Section 5.1 and Appendix I) and are otherwise responsive will be eligible for evaluation. Following the evaluation and the Regional Managing Director’s decision regarding the recommended ranking, the Department will post a notice of intended contract award, identifying the Vendor(s) selected for award on the Vendor Bid System (VBS). Final contract terms will be established with the selected Vendor(s).

2.2 **Official Notices and Public Records.**

2.2.1 **Notices Regarding the RFP.**

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the Department of Management Services’ (DMS) Vendor Bid System (VBS) website located at: [http://vbs.dms.state.fl.us/](http://vbs.dms.state.fl.us/).

In order to find postings at such location:
1. Click on Search Advertisements
2. Under “Agency” select Department of Children and Families
3. Scroll down to the bottom of the screen and click on “Initiate Search”

It is the responsibility of prospective Vendors to check the VBS for addenda, notices of decisions and other information or clarifications to this RFP.

2.2.2 **Public Records.**

All electronic and written communications pertaining to this RFP, whether sent from or received by the Department, are subject to the Florida public records laws. Section 4.4 addresses the submission of trade secret and other information exempted from public inspection.

2.3 **Protests and Disputes.**

2.3.1 **Time Limits for Filing Protests.**

Any person who is adversely affected by the decision or intended decision made by the Department pursuant to this solicitation shall file with the Department a notice of protest in writing within 72 hours (Saturdays, Sundays, and state holidays excluded)
after the posting of the notice of decision, or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed.

2.3.2 Protests of Terms, Conditions and Specifications.

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for ranking proposals, awarding contracts, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the solicitation. For purposes of this provision, the term “the solicitation” includes any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed.

2.3.3 Protest Bond Requirement.

When protesting a decision or intended decision (including a protest of the terms, conditions and specifications contained in the solicitation), the protestor must post a bond equal to one percent (1%) of the Department’s estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, the Department shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays, and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to section 120.57(3), F.S. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST. In lieu of a bond the Department may accept a cashier check, official bank check, or money order in the amount of the bond.

2.3.4 Filing a Protest.

A notice of protest, formal protest, and bond are “filed”, when received by the contact person listed in Section 1.4 above. Filing may be achieved by hand-delivery, courier, US Mail or facsimile transfer. Filing by email will not be accepted. All methods of delivery or transmittal to the Department’s contact person shall remain the responsibility of the protestor and the risk of non-receipt or delayed receipt shall be upon the protestor. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.

2.4 Limitations on Contacting Department Personnel and Others.

2.4.1 General Limitation.

Prospective Vendors or persons acting on their behalf may not contact, between the release of this RFP and the end of the 72-hour period (Saturdays, Sundays and state holidays excluded), following the Department’s posting of the notice of intended award, Department personnel or any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the contact person identified in Section 1.4 above or as provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a
prospective Vendor, or an existing or prospective subcontractor to a prospective Vendor is assumed to be on behalf of a prospective Vendor unless otherwise shown.

2.4.2 Violation of Contact Limitations.

Violation of the provisions of Section 2.4 of this RFP will be grounds for rejecting a proposal, if determined by the Department to be material in nature.

2.5 Schedule of Events and Deadlines.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
<th>TIME</th>
<th>ADDRESS</th>
<th>Section Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP advertised and released on Florida VBS:</td>
<td>April 18, 2014</td>
<td>1:00 PM</td>
<td>Electronic Posting site: <a href="http://www.myflorida.com/apps/vbs/vbs_www.main_menu">http://www.myflorida.com/apps/vbs/vbs_www.main_menu</a></td>
<td>2.2</td>
</tr>
<tr>
<td>Notice of Intent to Submit a Proposal to be received by the Department:</td>
<td>April 23, 2014</td>
<td>1:00 PM</td>
<td>Attn: Jeffrey A. Ferraro, MPA Dept. of Children and Families Adult Protective Services 1400 W. Commercial Blvd. Suite 210K Ft. Lauderdale, FL 33309 <a href="mailto:jeffrey_ferraro@dcf.state.fl.us">jeffrey_ferraro@dcf.state.fl.us</a></td>
<td>2.6</td>
</tr>
<tr>
<td>Hold Solicitation Conference</td>
<td>April 24, 2014</td>
<td>11:00 AM</td>
<td>Dept. of Children and Families Adult Protective Services 1400 W. Commercial Blvd. Suite 203 Ft. Lauderdale, FL 33309 <a href="mailto:jeffrey_ferraro@dcf.state.fl.us">jeffrey_ferraro@dcf.state.fl.us</a></td>
<td>2.7</td>
</tr>
<tr>
<td>Submission of written inquiries must be received by:</td>
<td>April 25, 2014</td>
<td>4:00PM</td>
<td>Attn: Jeffrey A. Ferraro, MPA Dept. of Children and Families Adult Protective Services 1400 W. Commercial Blvd. Suite 210K Ft. Lauderdale, FL 33309 <a href="mailto:jeffrey_ferraro@dcf.state.fl.us">jeffrey_ferraro@dcf.state.fl.us</a></td>
<td>2.8</td>
</tr>
<tr>
<td>Anticipated date for posting Department’s Response to Inquiries:</td>
<td>April 29, 2014</td>
<td>5:00PM</td>
<td>Electronic Posting site: <a href="http://www.myflorida.com/apps/vbs/vbs_www.main_menu">http://www.myflorida.com/apps/vbs/vbs_www.main_menu</a></td>
<td>2.8</td>
</tr>
<tr>
<td>Sealed Proposals must be received by the Department:</td>
<td>May 2, 2014</td>
<td>2:00PM</td>
<td>Attn: Jeffrey A. Ferraro, MPA Dept. of Children and Families Adult Protective Services 1400 W. Commercial Blvd. Suite 210K Ft. Lauderdale, FL 33309 <a href="mailto:jeffrey_ferraro@dcf.state.fl.us">jeffrey_ferraro@dcf.state.fl.us</a></td>
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<tr>
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<tr>
<td>*Proposal Opening and Review of Mandatory Requirements:</td>
<td>May 2, 2014</td>
<td>2:01PM</td>
<td>Dept. of Children and Families Adult Protective Services 1400 W. Commercial Blvd. Suite 210A Ft. Lauderdale, FL 33309 <a href="mailto:jeffrey_ferraro@dcf.state.fl.us">jeffrey_ferraro@dcf.state.fl.us</a></td>
<td>2.9, 4.1, 4.2, 5.1</td>
</tr>
<tr>
<td>Anticipated Effective Date of Contract:</td>
<td>July 1, 2014</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*All Vendors are hereby notified that the meetings noted with an asterisk above (*) are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from Vendors or other members of the public (except for the Solicitation Conference, in which comments and questions will be taken from Vendors).

**NOTE:** All times in the event schedule are local times for the Eastern Time Zone. Although the Department may choose to use additional means of publicizing the results of this RFP, posting on the VBS is the only official notice recognized for the purpose of determining timeliness in the event of protest.

### 2.6 Notice of Intent to Submit a Proposal.

Vendors who are interested in responding to this RFP are encouraged to send a Notice of Intent to Submit a Proposal ([Appendix II](#)) to the Contract Manager specified in Section 1.4, on or before the date and time specified in Section 2.5. Submission of a Notice of Intent is **not** a pre-requisite for acceptance of proposals from prospective Vendors.

### 2.7 Solicitation Conference.

The purpose of the Solicitation Conference is to review the RFP with interested Vendors so that areas of misunderstanding or ambiguity are clarified. The Department encourages all prospective Vendors to participate in the solicitation conference, during which Vendors may pose questions. The Solicitation Conference for this RFP will be held at the time and date specified in Section 2.5
2.7.1 Official Department Responses.

Only responses posted on the VBS website are to be considered official Department responses to questions whether the question is presented during the Solicitation Conference Call or submitted in accordance with Section 2.8 below.

2.7.2 Participation is not a Pre-requisite.

Participation in the Solicitation Conference Call is not a pre-requisite for acceptance of proposals from prospective Vendors.

2.8 Written Inquiries.

Other than during the Solicitation Conference Call, prospective Vendor questions will only be accepted if submitted in writing to the Procurement Manager specified in Section 1.4, via electronic mail, U.S. mail, or other delivery service, and received on or before the date and time specified in Section 2.5. No questions will be accepted by facsimile or telephone. Copies of the responses to all inquiries, and clarifications or addenda if made to the RFP, will be made available by the date and time specified in Section 2.5 through electronic posting on the VBS website at: http://www.myflorida.com/apps/vbs/vbs_www_main_menu.

2.9 Receipt of Proposals.

2.9.1 Proposal Deadline. Proposals must be received by the Department no later than the date and time and at the address provided in Section 2.5. All methods of delivery or transmittal to the Department's contact person remain the responsibility of the prospective Vendor and the risk of non-receipt or delayed receipt shall be exclusively the risk of the prospective Vendor.

2.9.2 Binding Proposals. By submitting a proposal, each Vendor agrees that its proposal shall remain a valid offer for at least 90 days after the proposal opening date and that, in the event the contract award is delayed by appeal or protest, such 90-day period is extended until entry of a final order in response to such appeal or protest.

2.9.3 Bid Bond Not Required. A bid bond or equivalent security is not required in order to submit a proposal to this RFP.

2.9.4 Payment and Performance Bond Not Required. A payment and performance bond is not required for this contract and submission of evidence of the Vendor’s ability to do so is not required in order to submit a proposal to this RFP.

2.9.5 Changes to Proposals After Submission Prohibited. Once the proposal opening deadline has passed, no changes, modifications, or additions to the proposal submitted will be accepted by or be binding upon the Department. The Department reserves the right to correct minor irregularities as provided in Section 2.13.1, but is under no obligation to do so.

2.9.6 Receipt Statement. Proposals that are not received at the specified address, by the specified date and time, will be rejected and returned unopened to the Vendor by the Department. The Department will retain one unopened original for use in the event of a dispute.

2.10 Request to Withdraw Proposal.

A written request to withdraw a proposal, signed by the Vendor, may be considered if received by the Department within 72 hours after the proposal opening date and time as specified in Section 2.5 above. A request received in accordance with this provision may be granted by the Department.
2.11  **Cost of Preparation of Proposal.**

By submitting a proposal, a Vendor agrees that the Department is not liable for any costs incurred by the Vendor in responding to this RFP.

2.12  **Form PUR 1001.**

The standard “General Instructions to Respondents” Form PUR 1001 (11/06) is hereby incorporated into this solicitation by reference as if fully recited herein. Sections 3, 4, 5, 14, and 17 of the Form PUR 1001 are not applicable to this solicitation. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the term contained in Form PUR 1001 shall take precedence. The Form PUR 1001 form is available at: [http://dms.myflorida.com/index.php/content/download/1907/8062/version/9/file/1001.doc](http://dms.myflorida.com/index.php/content/download/1907/8062/version/9/file/1001.doc)

2.13  **Department’s Reserved Rights.**

2.13.1  **Waiver of Minor Irregularities.** The Department reserves the right to waive minor irregularities when doing so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this RFP which does not affect the price of the proposal or give the Vendor a substantial advantage over other Vendors and thereby restrict or stifle competition and does not adversely impact the interest of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so. When correcting minor irregularities, the Department may request the Vendor to provide clarifying information or additional materials to correct the minor irregularity. However, the Department will not request and the Vendor shall not provide additional materials that affect the price of the proposal, or give the Vendor an advantage or benefit not enjoyed by other Vendors.

2.13.2  **Rejection of All Proposals.** The Department reserves the right to reject all proposals at any time, including after an award is made when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any Vendor.

2.13.3  **Withdrawal of RFP.** The Department reserves the right to withdraw the RFP at any time, including after an award is made when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any Vendor.

2.13.4  **Reserved Rights After Notice of Award.** The Department reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award and reopen discussions with any Vendor at any time prior to execution of a contract.

2.13.5  **Other Reserved Rights.** The Department reserves all rights described elsewhere in this RFP.

**SECTION 3. MINIMUM SPECIFICATIONS**

Specifications relevant to the Vendor’s preparation of a response to this solicitation can be found in **Section 4** that focuses on the formatting of proposals. **Section 4.2** focuses on the content of the proposal.

The selected Provider shall also perform the tasks and be compensated in the manner set forth in the draft Attachment I in accordance with all terms thereof. The draft Attachment I is posted on the VBS along with this solicitation, and is herein incorporated by reference. The final Attachment I will be negotiated with the successful Vendor(s).
3.1 Vendor Qualifications.

3.1.1 The Vendor will be required to specify at a minimum specific or essential qualifications as it relates to the proposed services of this RFP. These qualifications may include, but are not limited to, size, experience, required licenses, staffing levels, facilities, legal status, organizational type, financial qualifications, governance structures, or mandatory relationships or affiliations.

3.1.2 The Vendor submitting a proposal must comply with all the Mandatory Requirements in order to be considered for selection under this RFP. The mandatory requirements for this RFP are set forth in Appendix I.

3.1.3 Vendors must provide thorough and specific responses for how they propose to address each of the programmatic specifications, cost allocations, and required Financial Stability Documentation as outlined in Sections 4.1 through 4.2.10, of this RFP.

3.1.4 Vendors must comply with completion of the Proposed CCDA Annual Contract Budget, Appendix V and Agency Budget Appendix VI.

3.1.5 Vendors must comply with Section 4.2.6 in demonstrating financial stability through financial documentation and/or certified financial reports in support of the Vendor’s Financial Stability.

3.1.6 Vendor Disqualification Under PUR Form 1001. Persons or affiliates placed on the Convicted Vendor List or the discriminatory Vendor list is disqualified pursuant to sections 7 and 8 of the PUR Form 1001, incorporated by reference.

3.1.7 Vendor Disqualification for Previous Failure to Perform. In addition to other criteria set forth herein, failure to have performed any previous contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for disqualification or termination. To be disqualified as a Vendor under this provision, the Vendor must have:

3.1.7.1 Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department;

3.1.7.2 Had a contract terminated by the Department for cause; or

3.1.7.3 Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (Appendix IV).

3.2 Minimum Programmatic Specifications.

3.2.1 General Statement.

The CCDA Program is designed to assist disabled adults, age eighteen (18) through fifty-nine (59), in utilizing available community and personal resources enabling them to remain in their own homes, and preventing their premature or inappropriate institutionalization. Service providers will ensure that appropriate community-based services are provided to clients in a manner designed to meet the client’s changing needs, to assist the client in avoiding or reducing unnecessary dependence on the delivered service(s), and to increase the client’s self-reliance. The Care Plan/DCF Form 1025 (Appendix VII) must be used to identify all formal and informal services provided to the CCDA client.
3.2.2 Programmatic Authority.

The successful Vendor must comply with applicable Federal and state laws, regulations, actions transmittals, program instructions, review guides and similar documentation. The authority to conduct this solicitation is provided in the following reference:

Services to be delivered through the CCDA program in accordance with CFOP 140-8.

3.2.3 Scope of Service.

Services are to be provided to eligible adults who reside in Broward County, Florida.

3.2.4 Major Program Goals.

Community-based services provided under this contract are designed to prevent inappropriate institutionalization of disabled adults aged 18-59.

3.2.5 Contract Limits.

3.2.5.1 The total annual actual or estimated cost for an individual receiving CCDA services, shall not exceed the average annual general revenue portion of a Medicaid nursing home bed within the circuit area.

3.2.5.2 Clients must not be receiving comparable services from any other entity. In order to prevent duplication of services, client files must contain documentation verifying that all comparable community services and funding sources have been explored and exhausted.

3.2.5.3 The Vendor shall deliver services only to those persons who meet program eligibility criteria, and only to the extent that funds are available.

3.2.5.4 The number of clients to be served referenced in Section 1.3 is a planning estimate only and the Department reserves the right to alter or adjust the locations and number of affected clients by any amount.

3.2.5.5 Medicaid and Medicare must be utilized prior to spending CCDA funding. Documentation must be in the client’s file verifying third party benefits have been exhausted. If Medicaid/Medicare/other insurance is funding services in the home CCDA funding may cover additional hours as medically needed.

3.2.6 Client Eligibility.

Applicants must have one or more permanent physical or mental limitations that restrict the ability to perform normal activities of daily living, as determined through the initial functional assessment and medical documentation of disability. Determination of a permanent disability must be established and evidenced in one of the following manners:

3.2.6.1 An applicant may present a check, awards letter or other proof showing receipt of Social Security Disability Income or some other disability payment (e.g., Worker’s Compensation); or

3.2.6.2 An applicant may present a written statement from a licensed physician, licensed nurse practitioner or mental health professional, which meets the circuit’s criteria for evidence of a disability. This written statement must, at a minimum, include the applicant’s diagnosis, a broad explanation of level of functioning and the interpretation of need for services based on identified functional barriers caused by the applicant’s disabling condition.

3.2.6.3 Applicants must have an individual income at or below the prevailing Medicaid Institutional Care Program (MICP) eligibility standard in order to receive free CCDA. Applicants with incomes above the standard may be assessed a fee for a share of costs or may provide volunteer services in lieu of payment.
3.2.7 **Client Determination.**

Applicants will be assessed for eligibility determination and prioritized for services by the Department’s wait list policy, in accordance with subsection 410.604 (2), F.S.

In the event of any dispute regarding the eligibility of clients, the determination made by the Department is final and binding on all parties.

3.2.8 **Service Priorities.** Service priorities may change based on the funding requirements. The priorities for clients who are to be served under this contract shall be outlined in the Attachment I as it is finalized with the successful Vendor.

3.2.9 **Service Components Task List.** Details of services to be provided under this contract, including descriptions and minimum requirements for each service requested, are found in CFOP 140-8. The successful Vendor shall perform and ensure the following tasks are provided to each client based on the client specific plan of care:

3.2.9.1 **Case Management Services:** The Vendor shall assist the client in gaining access to needed in-home services and needed medical, social educational and other services regardless of the funding source. The Case Manager will identify, organize, document, coordinate, monitor and modify services needed by the client.

3.2.9.2 **Home Delivered Meals:** The Vendor shall verify the meals are appropriate for the client and the client is satisfied with the meals and adjust when appropriate to meet the client’s needs.

3.2.9.3 **Homemaker Services:** The Vendor shall verify the service is appropriate for the client and the client is satisfied with the homemaker services and adjust when appropriate to meet the client’s needs.

3.2.9.4 **Personal Care Services:** The Vendor shall verify the service is appropriate for the client and the client is satisfied with the personal care services and adjust when appropriate to meet the client’s needs.

3.2.10 **Task Limits.**

3.2.10.1 Personal Care Services will not substitute for the care usually provided by a registered nurse, licensed practical nurse, therapist, or home health aid. The personal care aide will not change sterile dressings, irrigate body cavities, administer medications, or perform other activities prohibited by Chapter 59A-8, F.A.C.

3.2.10.2 Homemaker Service time does not include time spent in transit to and from the clients place of residence except when providing shopping assistance, performing errands or other tasks on behalf of a client.

3.2.10.3 Several restrictions apply to persons providing Homemaker service activities. Persons providing services must not:

3.2.10.3.1 engage in work that is not specified in the Homemaker assignment;
3.2.10.3.2 accept gifts from clients;
3.2.10.3.3 lend or borrow money or articles from clients;
3.2.10.3.4 handle client money, unless authorized in writing by a supervisor or case manager ( documented in the personnel file) and unless bonded or insured by the employer;
3.2.10.3.5 transport clients
3.2.10.4 Home Delivered Meal Services are meals delivered to the client’s residence. In order to receive this service, clients must be identified by the case manager as having difficulty in shopping or preparing appropriate, nutritious meals. Clients will be given a choice of meals from a menu provided in advance. All meals will provide each participating older individual a minimum of 33 1/3% of the current Dietary Reference Intake (DRI).

The parameters of service delivery, by type of service, are detailed in “The CFOP 140-8, Community Care for Disabled Adults Operating Procedures”.

Prospective Vendors are not authorized by the Department to perform any tasks related to the project other than those described in the Task List without the express written consent of the Department.

3.2.11 Staffing Levels.

The successful Vendor shall include their proposed staffing for technical, Certified Nursing Assistant (CNA) support, administrative, and clerical support. The successful Vendor shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the Department determines that the successful Vendor’s staffing levels do not conform to those promised in the proposal, it shall advise the successful Vendor in writing and the successful Vendor shall have 30 days to remedy the identified staffing deficiencies.

The successful Vendor shall replace any employee on the project whose continued presence would be detrimental to the success of the project as determined by the Department with an employee of equal or superior qualifications. The Department’s contract manager will exercise exclusive judgment in this matter.

The successful Vendor will ensure that staff meets the professional qualifications for each service, including Level Two Background Screenings as specified in the CFOP 140-8, Community Care for Disabled Adults Operating Procedures and Adult Protective Services Operating Policies.

3.2.12 Staffing Changes.

The successful Vendor shall staff the project with key personnel identified in the Vendor’s proposal which are considered by the Department to be essential to this project. Prior to substituting any of the proposed individuals, the successful Vendor shall notify and obtain written approval from the Department of the proposed substitution. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. The Department, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with Department staff.

3.2.13 Subcontractors.

The provisions of Section 4.2 of the 2014 Standard Contract shall apply to the successful Vendor. Subcontracting will be permitted upon approval by the resulting contract’s contract manager after consultation with the Adult Protective Services Regional Program Specialist.

Subcontractors known at the time of proposal submission and the amount of the subcontract shall be identified in the Vendor’s response to this Request for Proposal. No subcontract, which the Vendor enters into with respect to performance under the contract resulting from this Request for Proposal, shall in any way relieve the Vendor of
any responsibility for performance of its duties. All payments to subcontractors shall be made by the Vendor.

3.2.14 Service Delivery Location.
CCDA services will be delivered in the client’s home. Service providers will meet the minimum service location and time requirements as specified in CFOP 140-8. Authorized weekly hours shall be provided to the client unless the client is hospitalized or refuses. The case manager shall be notified.

3.2.15 Changes in Location
The successful Vendor shall request approval from the Department, in writing, a minimum of thirty (30) calendar days prior to making changes in location, or any change which will affect the Department’s ability to contact the successful Vendor by telephone, electronic mail, or facsimile transmission. In the event of an emergency, temporary changes in location may necessitate waiver of this designated standard by the circuit’s program office. Such a waiver will take into consideration the continuity, safety, and welfare of the Department’s clients, and is at the Department’s sole discretion.

3.2.16 Service Times.
The successful Vendor’s administrative office shall be open and staffed from 8:00 AM through 5:00 PM Monday through Friday, except for approved holidays as negotiated with the Department. Client services may be provided outside of the specified office hours according to client need. Emergency contact numbers must be submitted to the Department and be maintained current at all times.

3.2.17 Equipment.
The successful Vendor will be responsible for supplying, at its own expense, all equipment necessary to perform under, conduct and complete the contract, including but not limited to computers, telephones, copier and fax machine including supplies and maintenance, as well as needed office supplies.

3.2.18 Deliverables.
3.2.18.1 The Tasks described in Section 3.2.9 shall be used to establish service units in any resulting contract(s). Deliverables will be further negotiated with the successful Vendor.
3.2.18.2 If more than one contract is awarded, which is not the Department’s preference, the services that each successful Vendor may be required to render may differ from the other successful Vendors and the determination of services each successful Vendor is required to perform shall be at the sole discretion of the Department.

3.2.19 Records, Documentation, and Electronic Management Information Systems.
3.2.19.1 **Client Records.** The successful Vendor shall maintain records documenting the total number of eligible clients and names (or unique identifiers) of clients to whom services were provided under the terms of any resulting contract and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained. The successful Vendor shall also furnish, upon request, such information as may be required to verify that the client’s eligibility was determined in accordance with Community Care for Disabled Adults requirements.
3.2.19.2 **Format Requirements.** Submission of documents produced by the successful Vendor to satisfy the requirements of this section must be submitted to the Department in a readable format or in a format currently used by the Department at the time of submission, currently MS Project 4.0 or newer version, MS Word 6.0 or newer version, MS Excel 5.0 or newer version.

3.2.19.3 **Retention Period of Records.** The successful Vendor is required to retain all documents related to this program, unless a greater retention period is required by state or Federal law, for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract.

3.2.19.4 **Confidentiality of Records.** The successful Vendor shall maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. Except as provided by law, the successful Vendor further agrees to hold the Department harmless from any claim or damage, including reasonable attorney(s) fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the successful Vendor of confidential records, whether public record or not, and promises to defend the Department against the same at its expense.

3.2.19.5 **Access to Records.** The successful Vendor shall maintain all records required to be maintained pursuant to any resulting contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

3.2.19.6 **Separation of Client Records.** Client records for any resulting contract must be maintained separately from client records of other projects. Inactive or closed client records must be maintained separately from active client records. Client records must not be taken from the service site without written Departmental approval.

3.2.20 **Reporting.**

3.2.20.1 **Required Reporting.** The successful Vendor shall submit the following reports at a minimum, according to the requirements specified. In the case of an anticipated delay in meeting this requirement, the successful Vendor shall submit a written request for an extension to the Department prior to the expiration of the submission deadline. All due dates not specifically identified are calendar days. The contract manager will furnish the report formats and instructions to the successful Vendor(s)
<table>
<thead>
<tr>
<th>Report Title</th>
<th>Reporting Frequency</th>
<th>Report Due Date</th>
<th># of Copies Due</th>
<th>DCF Office to Receive Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Cumulative Summary Reports</td>
<td>Monthly</td>
<td>15&lt;sup&gt;th&lt;/sup&gt; day of each month immediately following the month being reported</td>
<td>1 to Each Person May be Sent via e-mail</td>
<td>Contract Manager &amp; APS Program Office 1400 West Commercial Blvd. Suite 210K Fort Lauderdale, Fl. 33309 <a href="mailto:jeffrey_ferraro@dcf.state.fl.us">jeffrey_ferraro@dcf.state.fl.us</a></td>
</tr>
<tr>
<td>Invoice</td>
<td>Monthly</td>
<td>15&lt;sup&gt;th&lt;/sup&gt; day of each month immediately following the month being reported</td>
<td>1 Each to each Person May be Sent via e-mail</td>
<td>Contract Manager &amp; APS Program Office 1400 West Commercial Blvd. Suite 210K Fort Lauderdale, Fl. 33309 <a href="mailto:jeffrey_ferraro@dcf.state.fl.us">jeffrey_ferraro@dcf.state.fl.us</a></td>
</tr>
<tr>
<td>Emergency Preparedness Plan</td>
<td>One Time or Annually when updated</td>
<td>Within 30 days of contract execution.</td>
<td>1 electronic and 1 hard copy</td>
<td>Contract Manager &amp; APS Program Office 1400 West Commercial Blvd. Suite 210K Fort Lauderdale, Fl. 33309 <a href="mailto:jeffrey_ferraro@dcf.state.fl.us">jeffrey_ferraro@dcf.state.fl.us</a></td>
</tr>
<tr>
<td>Civil Rights Compliance Checklist</td>
<td>Annually</td>
<td>Within 30 days of contract execution and annually thereafter</td>
<td>1 electronic and 1 hard copy</td>
<td>Contract Manager 1400 West Commercial Blvd. Suite 210K Fort Lauderdale, Fl. 33309 <a href="mailto:jeffrey_ferraro@dcf.state.fl.us">jeffrey_ferraro@dcf.state.fl.us</a></td>
</tr>
<tr>
<td>Proof of Liability Insurance</td>
<td>Annually</td>
<td>Within 30 days of contract execution and annually thereafter</td>
<td>1 electronic and 1 hard copy</td>
<td>Contract Manager 1400 West Commercial Blvd. Suite 210K Fort Lauderdale, Fl. 33309 <a href="mailto:jeffrey_ferraro@dcf.state.fl.us">jeffrey_ferraro@dcf.state.fl.us</a></td>
</tr>
<tr>
<td>Support of the Deaf and Hard of Hearing as specified in Exhibit A-1, Section 7 of the 2014 Standard Contract</td>
<td>Monthly</td>
<td>15&lt;sup&gt;th&lt;/sup&gt; day of each month immediately following the month being reported</td>
<td>The Office of Civil Rights Form Site: <a href="http://fs16.formsite.com/dfcfuser/form3/index.html">http://fs16.formsite.com/dfcfuser/form3/index.html</a></td>
<td>E-Mail to Contract Manager of Verification E-Mail Receipt. <a href="mailto:jeffrey_ferraro@dcf.state.fl.us">jeffrey_ferraro@dcf.state.fl.us</a></td>
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### 3.2.20.2 Additional Reporting Requirements

The successful Vendor shall provide additional reports pertaining to the services rendered in any resulting contract should the Department determine this to be necessary.

### 3.2.20.3 Acceptance of Reports

Where any resulting contract requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance in writing of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to
the parameters set forth in any resulting contract. The Department, at its option, may allow additional time within which the successful Vendor may remedy the objections noted by the Department or the opportunity to complete, make adequate, or acceptable, or declare any resulting contract to be in default.

3.2.21 **Electronic Data.** Not Applicable

3.2.22 **Performance Measures.** The Vendor may propose other performance measures which may benefit the quality of service delivery. Below are sample performance measures for a contract resulting from this RFP. The Department may negotiate different minimum acceptable performance standards and/or additional or fewer performance measures. The following measures are to be based on unduplicated clients served within the contract period:

3.2.22.1 At least ninety percent (90%) of active clients with disabilities receiving services will not be placed in a nursing home.

3.2.22.2 At least ninety percent (90%) of active clients will be satisfied with service delivery.

3.2.22.3 One-hundred percent (100%) of active clients who are suspected of being a victim of abuse, neglect or exploitation will be reported to the Abuse Hotline and an incident report will be sent to the case manager and copied to the Adult Protective Services Specialist.

3.2.22.4 One-hundred percent (100%) of active clients served through this contract will be provided case management and at least one other CCDA in-home service.

3.2.23 **Performance Evaluation Methodology.** The calculation of the performance standards shall be determined quarterly and yearly for each Fiscal Year (FY) within the contract period. For any and all performance measures suggested in the proposal, the following format shall be used:

3.2.23.1 The calculation for the sample performance standard detailed in Section 3.2.22.1 is:

\[
\frac{\text{# of active clients not admitted to nursing home}}{\text{# of active clients receiving services}} \geq 90\%
\]

3.2.23.2 The calculation for the sample performance standard detailed in Section 3.2.22.2 is:

\[
\frac{\text{# of active clients satisfied with service delivery}}{\text{# of active client receiving services}} \geq 90\%
\]

3.2.23.3 The calculation for the sample performance standard detailed in Section 3.2.22.3 is:

\[
\frac{\text{# of active clients suspected of being abused, neglected or exploited reported to the Abuse Hotline}}{\text{# of active clients receiving services}} = 100\%
\]
3.2.23.4 The calculation for the sample performance standard detailed in Section 3.2.22.4 is:

| # of clients provided case management and one other CCDA in-home service | = 100% |
| # of active client receiving services |

3.2.24 Performance Standards Statement. By execution of any contract resulting from this RFP, the successful Vendor hereby acknowledges and agrees that its performance under the contract must meet the standards as negotiated with the Department and shall be bound by the conditions set forth in the contract. If the successful Vendor fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed 6 months, for the successful Vendor to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the successful Vendor to the Department’s satisfaction, the Department must terminate the contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances.

The Department may conduct random surveys or contract with an outside entity to conduct random or structured surveys during the term of the contract to gauge a variety of factors including client satisfaction, location, provider responsiveness, professionalism, and cultural and linguistic accommodations.

3.2.25 Vendor Unique Activities.

Direct Service Provider Unique Activities:

3.2.25.1 Use volunteers to the fullest extent feasible in the provision of services and program operations. The successful Vendor is required to train, supervise and appropriately support all volunteers with insurance coverage.

3.2.25.2 Maintain an accurate and current active caseload list.

3.2.25.3 Maintain a current monthly billing ledger of all provider claims submitted to the case management agency and/or Department (Adult Protective Services local office), including all corrected claims and adjustments to claims for services that were delivered to clients being served through the resulting contract.

3.2.25.4 Notify the case management agency and/or Department (Adult Protective Services local office) of all service terminations and/or suspensions, service increase/decrease requests and monthly expenditure trends with regards to the terms of the resulting contract.

3.2.25.5 Notify the Department (Adult Protective Services program office) of critical incidents as identified in CF-OP 215-6.

3.2.25.6 Explain to each individual requesting consideration for CCDA services that the program maintains a centralized waiting list on which the individual will be placed according to their score received through an Adult Protective Services Screening Tool conducted by an Adult Protective Services Counselor.
3.2.26 Case Management Provider Unique Activities.

3.2.26.1 The successful Vendor will accept all Circuit Program Office referrals through the Adult Protective Services Program Office.

3.2.26.2 The successful Vendor will complete all ongoing face to face assessments on all pre-screened individuals referred by the Circuit Program Office for service consideration and program application, using the Adult Protective Services Client Assessment, CF-AA 3019.

3.2.26.3 The successful Vendor will maintain an accurate and current active caseload list.

3.2.26.4 The successful Vendor will maintain a current monthly billing ledger of all provider claims submitted to the agency or the local Adult Protective Services Office, including all corrected claims and adjustment to claims for services that were delivered to consumers being served through this contract.

3.2.26.5 The successful Vendor will notify the local Adult Protective Services office of all service terminations, service increase/decrease requests and monthly expenditure trends with regards to the terms of this contract within two weeks immediately following identification of such action.

3.2.26.6 The successful Vendor will explain to each individual requesting consideration for CCDA services that the program maintains a centralized waiting list on which the individual will be placed according to their score received through an Adult Protective Services Screening Tool conducted by an Adult Protective Services Counselor.

3.2.27 Coordination With Other Entities.

3.2.27.1 The successful Vendor must coordinate, as necessary, with the Agency for Person with Disabilities, the Department of Children and Families, the Department of Education, the Department of Health and the Florida Statewide Advocacy Council to serve those clients who are eligible for services through two (2) or more service delivery continuums.

3.2.27.2 The Department may undertake or award other contracts for additional or related work, and the successful Vendor shall fully cooperate with other such Vendors, Department employees and other in-home services based organizations that provide services to disabled adults aged 18-59. The failure of other successful Vendors or entities to cooperate or properly perform service does not relieve the successful Vendor of any accountability for tasks or services that the successful Vendor is obligated to perform pursuant to any contract that may result from this RFP.

3.2.28 E-Verify. Pursuant to Executive Order 11-116 issued by the Governor’s Office, the successful Vendor, if not already registered, will be required to register for the Federal E-verify system as specified in the resulting contract.

3.2.29 Department Obligations.

3.2.29.1 The Department will supply the successful Vendor with a copy of the Community Care for Disabled Adults Operating Procedures, CFOP 140-8. The Department will also provide CCDA technical assistance to the successful Vendor, relative to the negotiated terms and conditions of this contract and instructions for submission of required data.
3.2.30 Monitoring Requirements.

3.2.30.1 The successful Vendor will be monitored in accordance with Children and Families Operating Procedure (CFOP) 75-8, Contract Monitoring Operating Procedures, a copy of which may be obtained from the contact person listed in Section 1.4.

3.2.30.2 The successful Vendor will be monitored on its performance of all tasks and special provisions of any resulting contract.

3.2.30.3 The successful Vendor’s actual expenditure report may be monitored for accuracy and compliance with federal or state financial regulations.

3.2.31 Dispute Resolution. It is desired that the selected successful Vendor and Department shall agree to cooperate in resolving any differences concerning performance or in interpreting the resulting contract. Within five (5) business days of the execution of a contract for services, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person’s name and business address and telephone number. Within five (5) business days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make written recommendations to the Secretary who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action shall be Leon County, Florida and all parties shall consent to jurisdiction in all courts of competent jurisdiction in Leon County, Florida.

3.3 Composition of the Contract.

The contract awarded as a result of this RFP will be composed of:

3.3.1 Standard Contract. The Department’s Standard Contract contains additional general contract terms and conditions required by the Department for all Vendors. The Department’s Standard Contract is available as a separate document on VBS along with the advertisement for this RFP.

3.3.2 Exhibits and Attachments to the Standard Contract. The Department’s Exhibits and Attachments contain contract terms and conditions governing the performance of the work, the clients to be served, required deliverables and performance standards, and compensation. The Exhibit and Attachments will be part of the contract resulting from the RFP and its terms and conditions are binding upon all Vendors. It will be inserted into the contract after all terms and conditions have been finalized.

3.3.3 Form PUR 1000. The Form PUR 1000 is incorporated by reference into the Department’s Standard Contract, and is available at:

3.4 Order of Precedence. In the event of conflict in terms among the foregoing, the following order of precedence will apply. The proposal submitted in response to this RFP and any additional submittals may be incorporated into or attached to the contract but will not change the provisions of the below documents.

3.4.1 All Exhibits and Attachments to the Standard Contract
3.4.2 The Department’s Standard Contract
3.4.3 Form PUR 1000
3.4.4 The Vendor’s proposal
3.5 Minimum Financial Specifications.

The contract resulting from this RFP will be funded by general revenue appropriation. The State of Florida’s performance and obligation to pay under any resulting contract is contingent upon an annual appropriation by the Legislature. A match of 10% of the contract amount is required. The match requirement may be satisfied by cash or in-kind funds. Allowable costs are those expenses that would be allowable by OMB Circular A-122 or appropriate circular, reasonable, and necessary to deliver the agreed upon services.

3.6 Invoicing and Payment of Invoices.

3.6.1 The total dollar amount for a contract resulting from this RFP, subject to the availability of funds, is to be **$151,996.00** for each fiscal year depending on the number to be served, areas of service, and the types of services as determined by the Department. As funding is based on the availability of funds, the estimated amount may be increased or decreased at any time. Total contract amount for all three (3) years is estimated at **$455,988.00**.

3.6.2 The resulting contract will be a fixed rate and/or cost reimbursement contract. The Department agrees to pay the successful Vendor up to a total amount not to exceed the terms of the contract, subject to the availability of funds.

3.6.3 All successful Vendors expecting to negotiate a contract must have sufficient cash flow to permit their organization to function at full capacity for 60-90 days of program operation. There will be no advances.

3.6.4 Fixed Rate Contract Requirements.

3.6.4.1 All payments under any fixed rate contract awarded as a result of this RFP are associated with completion of one (1) or more of the service units defined in Section 3.2.9.

3.6.4.2 All service unit rates and service unit types will be provided in accordance with the terms and conditions of the awarded contract. The service units for which payment is being requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by the awarded contract. Where applicable, service units will be rounded to the nearest quarter hour.

3.6.4.3 The successful Vendor will request reimbursement on a monthly basis through the submission of a properly completed invoice Appendix VIII, along with supporting documentation within 15 days following the end of the month for which reimbursement is being requested. Payment due under the resulting contract will be withheld until the Department has confirmed delivery of negotiated services.

3.6.4.4 It is expressly understood by the successful Vendor that any payment due the provider under the terms of the resulting contract may be withheld pending the receipt and approval by the Department of all financial and program reports due from the provider as a part of the resulting contract and any adjustments thereto. Requests for payment, which cannot be documented with supporting evidence, will be returned to the provider upon inspection by the Department.

3.6.4.5 The successful Vendor must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the dates the services were provided so that an audit trail documenting service provision can be maintained.
3.6.5 Cost Reimbursement Contract Requirements. The successful Vendor shall request reimbursement for actual, allowable expenditures that are made within the limits of the approved line item budget submitted by the successful vendor through the submission of properly completed monthly invoices that include supporting documentation. Once approved, the Department will pay the invoice in accordance with Section 215.422, F.S.

3.7 Cost Proposals- The chart below provides an overview of task categories to be funded and the estimated funding available for each task category. Please note the estimated available funds for each task category is subject to change at time of contract negotiations.

<table>
<thead>
<tr>
<th>Funding Category</th>
<th>Program Category</th>
<th>Task Category</th>
<th>Estimated Available Funds FY14-15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Protective Services</td>
<td>Community Care for Disabled Adults</td>
<td>Case Management</td>
<td>$12,672.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Homemaker Services</td>
<td>$54,912.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Personal Care Services</td>
<td>$68,640.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Home Delivered Meal Services</td>
<td>$15,772.00</td>
</tr>
</tbody>
</table>

3.7.1 Proposed Vendor Budget

3.7.1.1 Proposed Vendor budgets must be identified on the Proposed CCDA Annual Contract Budget found in Appendix V.

3.7.1.2 The local match requirement must be identified on the Proposed CCDA Annual Contract Budget found in Appendix V. The local match requirement must be supported by match commitment forms from the bidder or the donor.

3.7.1.3 The fixed price (hourly rate) part of the resulting contract denotes a flat fee or rate charged per service.

3.7.1.4 The individual unit rates and the total amount of the resulting contract will be based on the proposed Vendor's budget as reflected in Appendix V. Please note the proposed Vendor budget is subject to change at time of contract negotiations.

3.7.2 Detailed Budget Narrative

3.7.2.1 A detailed budget narrative must be included which provides an explanation and justification of the proposed unit rates and Match/In-Kind Services identified in the proposed Vendor budget and any overall supports to the proposed Vendor budget as part of the provision of services through the CCDA Program. There is no format for the budget narrative and it shall at a minimum, include line items and narrative for:

3.7.2.1.1 Personnel- List position title and attach descriptions of each position to be funded in whole or in part by the Department if not already included in the proposal. If not explained in the programmatic narrative of the proposal, provide an explanation of the purpose of each position.

3.7.2.1.2 Fringe Benefits - List fringe benefits separately (i.e. FICA, Worker’s Compensation, Unemployment Compensation, Health
Insurance, etc.). Please note the resulting contract will not pay for Fringe Benefits, but may used as Match/In-Kind Services.

3.7.2.1.3 **Consultants** – Explain in full the purpose and necessity of consultants or other professional staff. This is an unallowable expense under the resulting contract and can’t be used as a Local Match.

3.7.2.1.4 **Office Expenses** – List normal office expenses for this project (telephone, postage, utilities, supplies, etc.). These expenses should be based on prior history, or, if for a new agency, should be based on a reasonable estimate. **A complete explanation for all expenses that are not self-explanatory must be given.**

3.7.2.1.5 **Operating Capital Outlay (OCO)** – This can be defined as fixed assets, such as equipment, fixtures and other tangible personal property of a non-consumable and nonexpendable nature, with an acquisition value of $1000 or more per unit and an expected useful life of at least one year. Explain the need of each OCO item and describe how it will be used.

3.7.2.1.6 **Rental or Use of Space** – List locations of each space to be rented for this project and the cost of each rental space per month or the total cost for the rental or use of the space. If the space is owned by the Vendor, list the lease or ownership cost (depreciation plus general liability insurance). If depreciation is not booked, the provider may enter the prorated cost of space based on its use allowance (not to exceed two percent of the cost of acquisition) or develop and submit an inventory of assets show cost, date of purchase, general condition, etc. Depreciation methodology of assets not consistent with IRS guidelines must be explained in the narrative.

3.7.2.1.7 **Rental of Equipment** – Explain the need for equipment. Copies of leases or rental agreements or proofs of purchase will be required.

3.7.2.1.8 **Maintenance Agreements** – Explain the need for the agreements. Copies of agreements will be required.

3.7.2.1.9 **Insurance** – List types of insurance needed and explain the need for each. Proof of insurance will be required.

3.7.2.1.10 **Membership Fees and Subscriptions** – Explain the need for this/these membership(s) and explain why it/they is/are necessary for this project.

3.7.2.1.11 **Client Educational and Training Tools** – Explain the need for and how the education and training tools will be used in this project.

3.7.2.1.12 **Other Allowable Costs** – Explain the need for each of these items and how and for whom they will be used in the project.

3.7.3 **Contract Renewals.** The resulting contract may be renewed for one term not to exceed three years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract, including any amendments.
3.8 MYFLORIDAMARKETPLACE.

In order to be paid, each Vendor doing business with the state must register in the MyFloridaMarketPlace pursuant to Rule 60A-1.030(3), F.A.C. If the Vendor is already registered in MyFloridaMarketPlace prior to submitting a proposal, the Vendor may include a signed Certificate of Registration. Vendors who are not subject to registration requirements should include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the proposal, however, proof of registration or exemption must be provided prior to execution of a contract, if any. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to subsection 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the successful Vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the successful Vendor. If automatic deduction is not possible, the successful Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, successful Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The successful Vendor shall receive a credit of any Transaction Fee paid by the successful Vendor for the purchase of any item(s) if such item(s) are returned to the successful Vendor through no fault, act, or omission of the successful vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the successful Vendor’s failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the successful Vendor in default and recovering procurement costs from the successful Vendor in addition to all outstanding fees. SUCCESSFUL VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

3.9 Performance Bond Not Required Prior to Contract Execution.

The selected Vendor is not required to submit a payment and performance bond, irrevocable letter of credit or cashier’s check prior to contract execution.

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE RFP

4.1 How to Submit a Proposal.

4.1.1 Mandatory Proposal Deadline.

All proposals must be received by the Procurement Manager by the deadline, and at the address set forth in Section 2.5. The Vendor must choose the appropriate means for delivery, and is exclusively responsible for receipt of the proposal by the Procurement Manager. Late proposals will not be evaluated. See also Section 2.9.1.

4.1.2 Electronic Transmittal of Proposals Not Acceptable.

Facsimile or electronic transmissions of proposals will not be accepted.

4.1.3 Proposal Amendments.

Any amendments to the proposal as originally submitted by the Vendor, not required by the Department, must comply with the requirements of this section and must be received by the deadline specified in Section 2.5.
4.1.4 Number of Copies Required.

Vendors shall submit one (1) original and four (4) copies of the Proposal. The original copy of the Proposal submitted to the Department must contain an original signature of an official who is authorized to bind the Vendor to their proposal. The Vendor is also required to send two (2) electronic versions of the proposal, each identical to the hard copies and must also be submitted with the hard copies (see Section 4.3 for formatting instructions).

4.1.5 Proposals to be in Sealed Envelopes.

The original and each copy of the Proposal and the electronic versions must be individually sealed in separate envelopes. The outside of each envelope must be clearly marked with the title of the proposal, the RFP number and the Vendor's name for the Hard Copy, while the Electronic Copy of Proposal shall include the same information on the outside of each envelope. The original proposal must be clearly marked as such, and the copies identified and numbered (i.e., original, copy #1 of 3, etc.).

All individually sealed envelopes must be placed in an appropriate sealed mailing container. Clearly mark the exterior of the mailing container “RFP# 17-AS-1415-01 Community Care for Disabled Adults.”

4.2 Content of the Proposal.

4.2.1 Title Page. The first page of the proposal shall be a Title Page that contains the following elements:

4.2.1.1 Title of the proposal;
4.2.1.2 RFP# 17-AS-1415-01;
4.2.1.3 Prospective Vendor’s name and federal tax identification number;
4.2.1.4 Name, title, telephone number and address of person who can respond to inquiries regarding the proposal; and
4.2.1.5 Name of project director (if known).

4.2.2 Vendor’s Cross Reference Table.

Vendor proposals must include a cross-reference between the proposal and the RFP requirements. The Programmatic cross-reference table must be directly behind the title page in the Programmatic Proposal. The Cost Proposal cross-reference table must be directly behind the title page in the Cost Proposal. Both cross-reference tables must be formatted as follows:
4.2.3 TAB 1: Programmatic Proposal.

4.2.3.1 Required Vendor’s Statements and Certifications – Mandatory Requirements.

The proposal must include all of the Mandatory Requirements, described below, and must be received by the date and time and at the address specified in Section 2.5. The Procurement Manager will examine each proposal to determine whether the proposal meets the Mandatory Requirements described on the RFP Mandatory Requirements checklist (Appendix I). A proposal that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

4.2.3.2 Certificate of Signature Authority.

The proposal must include a signed certificate, completing either Section A (or providing a corporate resolution or other duly executed certification issued in the Vendor’s normal course of business) or Section B, demonstrating that the person signing the proposal and its statements and certifications is authorized to make such representations and to bind the Vendor. (Appendix III).

4.2.3.3 Acceptance of Contract Terms and Conditions.

The proposal must include a Mandatory Certifications - Master Certification (Appendix IV) signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor and the “true” box must be checked next to each of the Certifications (a) through (k).

4.2.3.4 Tie Breaking Certifications.

The proposal may include the Master Certification - Tie Breaking Certifications (also in Appendix IV). The Vendor may check the “true” box for any or all Tie Breaking Certifications identified in Appendix IV (i) through (o) for which a Vendor qualifies. Completion of the Tie Breaking Certifications is optional for qualifying Vendors, however, a Vendor waives all rights to consideration of a “tie breaker” if it fails to timely submit the certification for a “tie breaker”.

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4.2.4 TAB 2: Understanding the Statement of Purpose.

The proposal must provide a brief narrative that evidences the Vendor understands the need, purpose, scope, and goals of the project as presented in this RFP. The proposal shall also include how the Vendor will adopt or implement information found within Sections 1.1, 1.2, and 3.2.

4.2.4.1 Statement of Purpose. Provide a brief explanation describing the need for Community Care for Disabled Adult Services. The Vendor must demonstrate an understanding of the need for the services the project will provide.

4.2.4.2 Major Program Goal. Provide an overview of the project’s service delivery model and how the project will attain the program’s primary goal of maintaining individuals in the least restrictive setting.

4.2.4.2.1 Identify the hours of operation for the service site(s). If the Vendor proposes differing hours of operation than specified in Section 3.2.16, explain how these hours are convenient for the individual.

4.2.4.2.2 Describe how the Vendor will coordinate services and reporting between the various sites from where service will be rendered.

4.2.4.2.3 Describe how the Vendor will render services in an area where the Vendor currently does not have an office.

4.2.4.3 Clients to be Served.

4.2.4.3.1 Describe the process which the Vendor will use to ensure that only eligible clients will be served as required by Sections 3.2.6-3.2.7. Describe internal/administrative reviews used to assess accuracy of eligibility.

4.2.5 TAB 3: Service Delivery Model.

The proposal must explicitly describe the Vendor’s approach to performing the tasks described in Sections 3.2.9, and 3.2.25 – 3.2.27 and how they will meet all of the Department’s detailed requirements.

4.2.6 TAB 4: Description of Client Case Files.

Describe in detail the process the Vendor will use to maintain up-to-date individual client case files (Sections 3.2.19 and 3.2.23) including detailed case notes and closed case documentation. Indicate where the case records will be located.

4.2.7 TAB 5: Description of Deliverables and Performance Measures.

The proposal must explicitly describe the Vendor’s proposed deliverables and performance measures and explain how they meet the Department’s requirements including any limitations imposed on services based on Sections 3.2.5-3.2.10

4.2.7.1 Performance Measures. The sample performance measures are indicated in Sections 3.2.22 – 3.2.24 of this RFP. The Vendor may propose additional performance measures. The Vendor’s proposal should include the following for the sample performance measures and any other measures which the Vendor develops:
4.2.7.1.1 The percent that can be achieved by the Vendor for each performance measure;

4.2.7.1.2 How the Vendor will monitor service delivery to ensure the required performance standards are met;

4.2.7.1.3 The Vendor’s experience tracking performance and adjusting program service delivery to ensure performance standards are met;

4.2.7.1.4 The Vendor’s method for collecting and analyzing data to ensure credible documentation of service delivery; and

4.2.7.1.5 Historical evidence of the Vendor’s ability to meet the required performance standards.

4.2.7.1.6 Describe any quality improvement activities and initiatives that the Vendor will perform in order to ensure proper documentation and improved outcomes.

The final performance measures may be negotiated with the successful Vendor.

4.2.8 TAB 6: Description of Staffing and Organizational Capacity.

The proposal must explicitly describe the Vendor’s organizational capacity and explain how they meet the Department’s requirements.

4.2.8.1 Staffing.

4.2.8.1.1 The number and type of staff referenced in Section 3.2.11 who will provide specific services.

4.2.8.1.2 The professional qualifications for staff referenced in Section 3.2.11, including education and experience, with an overview of knowledge, skills and abilities relevant to this project.

4.2.8.1.3 A current table of organization indicating how project staff fit into the total provider organization, and how each member of the project staff relates to each other.

4.2.8.2 Organizational Capacity

4.2.8.2.1 A description of the Vendor’s experience serving the proposed population.

4.2.8.2.2 A synopsis of corporate qualifications, indicating the Vendor’s ability to manage and complete the proposed project.

4.2.8.2.3 Any evaluations of projects similar to this project.

4.2.8.2.4 A list of all other organizations that has purchased services from the Vendor within the preceding two state fiscal years that may be used as references to further evaluate the Vendor’s corporate and organizational capacity. This list
must include the name of the organization, address, phone number and area code, nature of the business transaction and the name of a current contact person.

4.2.8.2.5 Hours of operation and staff coverage per work shift for each administrative site location.

4.2.8.3 Previous Experience. Describe the Vendor’s experience providing similar services for the past five years. Include information about caseload and previous experience in providing services to the population. Emphasis shall be on experience during the previous two years.

4.2.8.4 Past Audits and Reviews. Provide a summary of past audits, reviews, and monitoring results, as well as the Vendor’s response to addressing any issues revealed by them.

4.2.8.5 Liability Insurance Coverage. Provide a copy of the Vendor’s verification of Liability Insurance Coverage as provided in Section 9 of the Standard Contract. The Department’s Standard Contract is available as a separate document on the Vendor Bid System along with the advertisement for this RFP.

4.2.8.6 Evidence of Authority to Do Business in the State of Florida. Any Vendor, other than a governmental entity or public health trust organized pursuant to Part II of Chapter 154, F.S. must provide evidence of each corporation’s, partnership’s, firm’s, and person’s ability to do business in the State of Florida. Domestic and foreign profit and nonprofit corporations, limited liability companies, General Partnerships, limited liability partnerships, and limited partnerships must furnish evidence of current registration with the Florida Department of State. A current Certificate of Status from the Florida Department of State’s office is preferred, but a printout from the Department of State’s website showing current registration of the entity will be accepted. To access and print the Certificate of Status online, log on to www.sunbiz.org. Choose the link for “Electronic Certification,” and then choose the link for “Certificate of Status.” Vendors may telephone the Department of State’s office at 850-245-6053 to obtain a current Certificate of Status or evidence of registration. A copy of the current Certificate of Status or evidence of registration must be included in the Vendor’s proposal.

4.2.8.7 Emergency Operations Plan. The successful Vendor must submit an emergency operations plan within 30 days of the execution of a contract resulting from this RFP, but may submit a plan with the proposal to this RFP. Any Emergency Operations Plan shall at the minimum include contingency plans and procedures to ensure the safety and well being of clients served and continuity of services in the event of a disaster. A disaster shall include both natural events such as flood, tornadoes and hurricanes, as well as events such as destruction to the Vendor’s facilities such as fire, vandalism, et cetera

4.2.9 TAB 7: Cost Proposal & Financial Stability Documentation.

The Vendor must submit a detailed Cost Proposal. The Cost Proposal must contain all the information required as identified in Section 3.7. to include the Proposed CCDA Annual Contract Budget provided in the RFP as Appendix V.
Additionally, all sources of revenue must be listed in the response to this section. An agency budget is provided in the RFP as Appendix VI.

In addition, a copy of the most recent agency financial audit must be submitted with the proposal. If a financial audit is not required by state or federal governments, the proposal should clearly state so. A financial statement completed by a Certified Public Accountant can be substituted in place of a financial audit.

4.3 Proposal Format.

4.3.1 Proposals to be Thorough.

Vendors must provide thorough and specific proposals for how they propose to address each of the programmatic requirements as specified in Section 4.2.3 through 4.2.8 of this solicitation, and must include all the documentation required in Section 4.2.9 of the Cost Proposal, as well as Financial Stability Documentation required in Section 4.2.9. Vendor proposals must follow the format described below.

4.3.2 Proposal Clarity Essential.

Vendors are advised that the Department’s ability to conduct a thorough review of proposals is dependent on the Vendor’s ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential, and is the responsibility of the Vendor.

4.3.3 Proposals to be Concise.

The proposal should be prepared concisely and economically, providing a straightforward description of services to be provided and clearly describing the Vendor’s capability to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content. Unless the context clearly indicates otherwise, the terms “shall”, “will” and “must” used within the RFP identify items that are required to be submitted as part of the proposal. A failure to comply with the submission of a required item may result in the proposal being rejected at the Department’s discretion.

4.3.4 Hard-copy Proposal Format

Proposals must be typed, single-spaced, on 8 1/2” x 11” paper. Pages must be numbered in a logical, consistent fashion. Figures, charts, and tables should be numbered and referenced by number in the text. The proposal must be bound in 3-ring binders, labeled and submitted in Tabbed Sections in the order listed in Sections 4.2.3 through 4.2.9 for the programmatic and cost section of the proposal, and Section 4.2.9 bound separately for the Financial Stability Documentation.

4.3.5 Electronic Copy Format

The required electronic format of the proposal must be on non-rewritable CD-ROM. The software used to produce the electronic files must be Adobe portable document format (“pdf”), version 6.0 or higher. Proposals must be able to be opened and viewed by the Department utilizing Adobe Acrobat, version 9.0. The electronic copies must be identical to the original proposal submitted, including the format, sequence and section headings identified in this solicitation. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked “original” shall take precedence over the electronic version(s) of the proposal and all non-“original” hard copy versions of the proposal in the event of any discrepancy. If a discrepancy is found between the
hard copy proposal marked “original” and any of the electronic versions submitted on CD-ROM, the Department reserves the right, at its sole discretion, to reject the entire proposal.

4.4 Public Records and Trade Secrets

4.4.1 Proposals and Other Submissions Are Property of the State.

These provisions apply in lieu of Section 18 of PUR 1001. All materials submitted in proposal to this RFP become the property of the State of Florida and will be a public record subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any proposal without cost or charge. Selection or rejection of a proposal will not affect this right.

4.4.2 Proposals and Other Submissions Are Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida’s Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a proposal and other submittals pursuant to section 119.071(1)(b), F.S. Once that exemption expires, all contents of a proposal and other submittals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Vendor’s proposal or other submittal to this solicitation will be waived upon opening of the proposal or other submittal by the Department, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Vendor’s proposal or other submittal outside of the separately bound document described below.

4.4.3 How to Claim Trade Secret Protection

If the Vendor considers any portion of the documents, data or records submitted in its proposal to be trade secret and exempt from public inspection or disclosure pursuant to Florida’s Public Records Law, the Vendor must submit all such information in a separately bound document (or in the case of electronic media, a separate CD, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Proposal, RFP #17-AS-1415-01 – Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the proposal submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the proposal, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its proposal to be trade secret the Vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include “Trade Secret” in the relevant file names).

4.4.4 Vendor’s Duty to Respond to Public Records Requests

In response to any notice by the Department that a public records request received by the Department encompasses any portion of the separately bound part of the Vendor’s proposal or other submissions labeled as “trade secret,” the Vendor shall expeditiously provide the Department with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the particular redacted information.
The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Department is authorized to produce the records sought without any redaction.

4.4.5 Department Not Obligated to Defend Vendor Claims

The Department is not obligated to agree with the Vendor’s claim of exemption and, by submitting a proposal or other submission; the Vendor agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida’s Public Records Law. Further, the Vendor agrees that it shall protect, defend, and indemnify, including attorney(s) fees and costs, the Department for any and all claims and litigation (including litigation initiated by the Department) arising from or relating to Vendor’s claim that the redacted portions of its proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the provider’s redaction.

SECTION 5. THE SELECTION METHODOLOGY FOR RANKING

All responsive proposals received at the Department of Children and Families, Circuit 17 office will be reviewed and rated for both Fatal Criteria and Qualitative Requirements by an evaluation committee of Departmental personnel. All proposals must be received at the Department of Children and Families, Circuit 17 by the time and date listed in Section 2.5, Schedule of Events and Deadlines.

A Chairperson will be selected to head up the evaluation committee. The committee will review and rate all proposals that meet the mandatory proposal submission requirements, known as FATAL CRITERIA, of this RFP.

5.1 Evaluation Criteria

5.1.1 The fatal criteria elements will be reviewed first to ensure compliance with all minimum requirements of the RFP. The fatal criteria items may be found in Appendix I of the RFP. If the fatal criteria are not fully met, the proposal will not be further considered.

5.1.2 Additional proposal requirements will be reviewed and items submitted will be rated. Up to five points will be awarded per item.

5.1.3 An evaluation of Response to Introduction, Approach to Performing Tasks, Staffing and Organizational Capacity, and Financial Capability will be conducted.

5.1.4 The Total possible score for the proposal is 720 points. The minimum score required for the overall RFP evaluation will be 511. The minimum score required in the financial information category will be 84. If the total points are less than the minimum required, the Vendor will be disqualified. If the total points in the financial information section is less than the minimum required for that section, the Vendor will be disqualified, even if the proposal otherwise meets the minimum overall score.

5.2 Fatal Criteria

Fatal criteria are requirements without which the responses will be determined to be non-responsive and ineligible for further review. These items require the same response from all prospective Vendors.

5.2.1 The proposal must be received by the time and date, and at the location specified in Section 2.5, Schedule of Events and Deadlines.
5.2.2 The proposal must include Vendor’s Certification as identified in Appendix IV.

5.2.3 The proposal must contain verification to support that the prospective Vendor is registered in MyFloridaMarketPlace, unless exempted by Rule 60A-1.030(3), F.A.C.

5.2.4 The number of copies and electronic copies must be submitted as identified in Section 4.1.4-4.1.5.

5.2.5 An initial determination that a proposal meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

5.3 Evaluation Methodology.

5.3.1 Each proposal will be evaluated and scored individually by each member of an evaluation team. The evaluation team will be comprised of at least three persons. The scores of the team members shall be averaged to arrive at the official score.

5.3.2 Fatal Criteria: These items require the same response from all prospective Vendors and if not met in full, the proposal will not be considered further.

5.3.3 Additional Proposal Requirements: These items are required responses from each Vendor, but are not fatal to consideration of the proposal.

5.3.4 Other Evaluation Criteria: These items can be responded to differently by each Vendor. The items in this section rate the merits of the proposal and the Vendor’s capabilities as represented in the proposal. The scores in this section may be multiplied by a weighted value of 4.0 or 6.0. Point values for the criteria in this section are assigned on a 0-5 scale as described in the Proposal Evaluation Sheet.

5.3.5 Minimum Score: The rating instrument identifies a total minimum score and a minimum financial information category score. Proposals that fail to attain both minimum scores will not be considered.

5.4 Department’s Reserved Rights Relating to Contract Award.

The Department reserves the right to:

5.4.1 Select one or more Vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;

5.4.2 Divide the work among Vendors by type of service or geographic area, or both; and

5.4.3 Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.

5.5 Posting Notice of Award.

The Department will post a Notice of Intent to Award Contract, stating its intent to enter into one (1) or more contracts with the Vendor or Vendors identified therein, on the DMS VBS website (http://vbs.dms.state.fl.us/vbs/main_menu). Any negotiations to finalize terms and conditions of the contract after such notice will involve a Department designee and not the Department’s negotiation team, although members of the team may assist the designee in such negotiations.
APPENDIX I

Mandatory Requirement Checklist

FATAL CRITERIA
Vendor: ______________________________ Reviewer:_______________________

FATAL CRITERIA (if not met in full, the proposal cannot be considered further)

(CIRCLE APPROPRIATE RATING BELOW)

2. An original and four copies submitted and separately sealed?
   YES        NO

3. Was the proposal received by the time and date and at the location specified in the RFP?
   YES        NO

4. Does the proposal include a signed acceptance of contract terms & conditions?
   YES        NO

5. Does the proposal include a signed statement of no involvement?
   YES        NO

6. Does the proposal include a signed certification regarding debarment?
   YES        NO

7. Does the proposal include a signed certification of good standing?
   YES        NO

8. Does the proposal contain verification to support that the prospective Vendor is registered in MyFloridaMarketPlace, unless exempted by Rule 60A-1.030(3)?
   YES        NO

9. Does the proposal include a signed certification of A Drug-Free Workplace Program?
   YES        NO

Did the proposal meet all of the Fatal Criteria? ________________
NOTICE OF INTENT TO SUBMIT A PROPOSAL

____________________________________________________
(Vendor name) wishes to inform the Florida Department of Children and Families of its intent to respond to the solicitation entitled “Community Care for Disabled Adults”, RFP # 17-AS-1415-01.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

Name of Authorized Official: ____________________________________________________________

Title of Authorized Official: __________________________________________________________

Signature of Authorized Official: ______________________________________________________

Date: _____________________________________________________________________________

Address: __________________________________________________________________________

__________________________________________________________________________________

Telephone No: _____________________________________________________________________

FAX No: __________________________________________________________________________

E-mail Address: ____________________________________________________________________
CERTIFICATE OF SIGNATURE AUTHORITY

<table>
<thead>
<tr>
<th>Check below and complete Section A or Section B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor is not a sole proprietorship (Complete Section A)</td>
</tr>
<tr>
<td>Vendor is a sole proprietorship (Complete Section B)</td>
</tr>
</tbody>
</table>

**Section A**

I, _______________________________ (name), hold the office or position of _______ ______________________ (title) with __________________________________________ (legal name of Vendor) and have authority to make official representations by said Vendor regarding its official records and hereby state that my examination of the Vendor’s records show that __________________________ (name) currently holds the office or position of __________________________ (title) with the Vendor and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named Vendor in response to RFP # ________, and, in so doing, to bind the named Vendor to the statements made therein.

Dated:

Signature:

Printed Name:

Title:

NOTE: In lieu of the above, the Vendor may submit a corporate resolution or other duly executed certification issued in the Vendor’s normal course of business to prove signature authority of the named Authorized Representative.

**Section B**

I, ____________________________(name) am a sole proprietor, personally doing business in the name of ________________________________________ (name of Vendor), and will be personally bound by the Proposal submitted in response to RFP # 17-AS-1415-01.

Dated:

Signature:

Printed Name:
## VENDOR’S CERTIFICATIONS

### MANDATORY CERTIFICATIONS

#### MASTER CERTIFICATION

As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, __________________________ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of RFP # 17-AS-1415-01, the facts regarding the Proposal submitted by the Vendor in response to the RFP and the truth of each statement contained in Certifications (a) through (k) and certify, by checking the applicable “true” or “false” box below and affixing my signature hereto, that each statement in each checked certification is “true” or “false” as indicated.

Check the applicable box next to the title to each certification:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>T</td>
<td>False</td>
</tr>
</tbody>
</table>

  a. Certification of Binding Proposal and Acceptance of Terms of RFP and Contract Document  
  b. Certification of Representations Per Section 9 of PUR 1001  
  c. Certification of Authority to Do Business in Florida  
  d. Statement of No Involvement  
  e. Conflict of Interest Statement (Non-Collusion)  
  f. Certification Regarding Lobbying  
  g. Certification Regarding Scrutinized Companies List  
  h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts  
  i. Certification Regarding Prior Contractual Obligations  
  j. Certification of Representations Per sections 287.133, and 287.134, F.S.  
  k. Certification of a Drug Free Workplace

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked “true,” above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed “false.”

**Signature of Authorized Representative:** __________________________  
**Date:** __________________________

**a. Certification of Binding Proposal and Acceptance of Terms of RFP and Contract Document**

By checking the “True” box in the Master Certification and signing the same, I hereby certify that the Vendor’s Proposal is submitted in good faith in response to the Department of Children and Families Request for Proposal (the RFP) and is binding on the Vendor in accordance with the terms of the RFP, that I have read, understood and agree with the terms and conditions of the RFP and, if awarded any contract as a result of the RFP, the Vendor will comply with the requirements, terms, and conditions stated in the RFP and the contract document. The Vendor further agrees that any intent by the Vendor to deviate from the terms and conditions set forth therein may result, at the Department’s exclusive determination, in rejection of the proposal.

**b. Certification of Representations Per Section 9 of PUR 1001**

By checking the “True” box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in Section 9 of PUR 1001.

**c. Certification of Authority to Do Business in Florida**

By checking the True” box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.

**d. Statement of No Involvement**

By checking the “True” box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has:  
Been awarded a contract that was procured using procedures other than those described in section 287.057 (1-3), F.S., to perform a feasibility study of the potential implementation of a subsequent contract to support this project;  
Participated in drafting of a solicitation for this specific project; or  
Developed a program for future implementation of this project.
<table>
<thead>
<tr>
<th>Section</th>
<th>Certification Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>e. Conflict of Interest Statement (Non-Collusion)</strong></td>
<td>By checking the “True” box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Invitation to Negotiate as principals are named therein, that the Vendor’s Proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects made in good faith; and as the signer of the proposal, I have full authority to legally bind the Vendor to the provisions of this proposal.</td>
</tr>
<tr>
<td><strong>f. Certification Regarding Lobbying</strong></td>
<td>By checking the “True” box in the Master Certification and signing the same, I hereby certify, to the best of my knowledge and belief, that: (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.</td>
</tr>
<tr>
<td><strong>g. Certification Regarding Scrutinized Companies List</strong></td>
<td>By checking the “True” box in the Master Certification and signing the same, I hereby certify that, the Vendor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. I understand that Section 287.135, F.S., prohibits Florida state agencies from contracting with companies on either list, for goods or services over $1,000,000, and that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.</td>
</tr>
</tbody>
</table>
**h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts**

By checking the “True” box in the Master Certification and signing the same, I hereby certify that, in accordance with the debarment and suspension instructions listed below, the Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal Department or agency. Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

**INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369). (See 2 C.F.R. Part 180)

1. Each provider whose contract/subcontract equals or exceeds $25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.

2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “debarred,” “suspended,” “person,” “principal,” and “voluntarily excluded,” as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department’s contract manager for assistance in obtaining a copy of those regulations.

5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.

6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed $25,000 in federal moneys, to submit a signed copy of this certification.

7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

This signed certification must be kept in the contract file. Subcontractor’s certification must be kept at the provider’s business location.

**i. Certification Regarding Prior Contractual Obligations**

By checking the “True” box in the Master Certification and signing the same, I hereby certify that the Vendor has not:

1. Failed to correct to the satisfaction of the Department any unsatisfactory performance in a previous contract after Department notice of unsatisfactory performance;

2. Had a contract terminated by the Department for cause; and

3. Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (Appendix III) prior to contract execution.

**j. Certification of Representations Per sections 287.133 and 287.134, F.S.**

By checking the “True” box in the Master Certification and signing the same, I hereby certify that the Vendor is not listed on the Convicted Vendors List created and maintained pursuant to section 287.133, F.S., or on the Discriminatory Vendors List created and maintained pursuant to section 287.134, F.S.
k. Certification of a Drug Free Workplace

By checking the “True” box in the Master Certification and signing the same, I hereby certify that the Vendor currently maintains a drug-free workplace environment in accordance with section 287.087, F.S., and will continue to promote this policy through implementation of that section.

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

Various provisions of Chapters 287 and 295, F.S., provide qualifying Vendors the advantage of “tie breakers” whenever two or more proposals are received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below “tie breakers,” a Vendor who meets the statutory qualifications for one or more of these “tie breakers” must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying Vendors, however, a Vendor waives all rights to consideration of a “tie breaker” if it fails to submit the certification on or before the deadline to submit its proposal.

MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS

As the Authorized Representative of the Vendor, ________________________________________ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of RFP# SNR14K04, the facts regarding the Proposal submitted by the Vendor in response to the RFP and the truth of each statement contained in Certifications (l) through (o) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

Check the box next to the title to each certification that is true:

l. Certification of a Certified Minority Business Enterprise

m. Certification of a Service Disabled Veteran’s Business Enterprise

n. Certification of a Florida Business

o. Certification of a Foreign Manufacturer with a Factory in Florida

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked “true,” above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed “false.”

l. Certification of a Certified Minority Business Enterprise

By checking the “True” box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with section 287.0943, F.S.

m. Certification of a Service Disabled Veteran’s Business Enterprise

By checking the “True” box in the Master Certification Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Service Disabled Veterans Business Enterprise in accordance with section 295.187, F.S.

n. Certification of a Florida Business

By checking the “True” box in the Master Certification Tie-Breaking Certifications and signing the same, I hereby certify that my organization’s principal place of business is located within Florida in accordance with section 287.084, F.S.

o. Certification of a Foreign Manufacturer with a Factory in Florida

By checking the “True” box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with section 287.092, F.S.
**Proposed CCDA Annual Contract Budget**

1. Please identify in the chart below the Proposed Hourly Rate based on the Total Amount Allocation for each Task/Service Category. The total amount identified may be less or more than the amount listed on Page 20 of the RFP. However, the amount listed for each Task/Service Category must add to the Annual Contract Award Total of $151,996.

2. Average Annual Care Plan Cost per client: $9,499.75. Please note the Average Annual Care Plan Cost is subject to change at time of contract negotiations.

3. Total Average Hours for Each Task/Service per client: Case Management = 2 mthly, Homemaker = 4 wkly, Personal Care = 5 wkly, Meals = 4 wkly. Please note the Average Hours per client may change based on need.

<table>
<thead>
<tr>
<th>Total CCDA Clients Annually: 16</th>
<th>Task/Service Category</th>
<th>Service Frequency</th>
<th>Proposed Hourly Rate</th>
<th>Total Weekly Hours</th>
<th>Total Annual Hours</th>
<th>Total Amount for Task/Service Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Management</td>
<td>Monthly</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homemaker Services</td>
<td>Weekly</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Care Services</td>
<td>Weekly</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home Delivered Meals</td>
<td>Weekly</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Annual Contract Award: $151,996.00

1. 10% of Contract Award is $15,199. Please identify in the chart below the Match/In-Kind Service to be provided as a requirement of the contract, including the amount.

<table>
<thead>
<tr>
<th>Match/In-Kind Service</th>
<th>Amount</th>
<th>Justification Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Total:

DCF RFP# 17-AS-1415-01 Page 47 of 51 Community Care for Disabled Adults
### AGENCY BUDGET

#### Revenue
- Publicly Funded Contracts
- Medicaid Waiver
- Private Pay Services
- Other

**Total Revenue**

#### Expenditures
- Personnel Costs
- Occupancy Costs
- Office Supplies
- Office Equipment
- Interest
- Other

**Total Expenses**

**Net Revenue**
# CARE PLAN

**CLIENT NAME:** ____________________________

**CASE MANAGER:** ____________________________

**SOCIAL SECURITY #:** ____________________________

**DATE OF INITIAL CARE PLAN:** ________________

**GOAL (check all goals that apply):**

- [ ] 1. Self Support
- [ ] 2. Prevent abuse/neglect/exploitation
- [ ] 3. Prevent institutionalization
- [ ] 4. Institutionalization
- [ ] 5. Personal goals
- [ ] 6. Other: ____________________________

**CARE PLAN REVIEW DATE (initial for each Review):** ____________________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Problem</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Desired Outcomes</th>
<th>Service and Provider (Formal and Informal)</th>
<th>Pattern of Delivery (Frequency &amp; Duration)</th>
<th>Date Service Began (B) Ended (E)</th>
<th>Date Problem Resolved (RS) Revised (RV)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

This Care Plan has been discussed with me (client) and/or significant family members or friends and I accept the services described in the plan. (For Medicaid Waiver Clients, also read) I accept the service described and discussed with me in this Care Plan instead of nursing home Placement.

**CLIENT/RESPONSIBLE PARTY:** ____________________________

**DATE:** __________

**CASE MANAGER:** ____________________________

**DATE:** __________
**APPENDIX VIII**
DEPARTMENT OF CHILDREN AND FAMILIES
OFFICE OF ADULT SERVICES
MONTHLY REQUEST FOR PAYMENT AND EXPENDITURE REPORT

PROVIDER FED. ID # _____________________

<table>
<thead>
<tr>
<th>NAME AND MAILING ADDRESS OF PAYEE:</th>
<th>CONTRACT AMNT.: ________________</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>REIMBURSEMENT YTD.: ______________</td>
</tr>
<tr>
<td></td>
<td>CONTRACT BALANCE: _______________</td>
</tr>
<tr>
<td></td>
<td>DATE: __________________________</td>
</tr>
<tr>
<td></td>
<td>CONTRACT #: _____________________</td>
</tr>
</tbody>
</table>

PERIOD OF SERVICE PROVISION: __________________________

<table>
<thead>
<tr>
<th>Name of Service or Description of Materials</th>
<th>Units/Quantity</th>
<th>Amount Per Unit/Episode</th>
<th>Total Amount Due</th>
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Total Match Required for Contract: ________________

Total Payment Requested

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<tr>
<th>Local Cash Match</th>
<th>This Month</th>
<th>YTD</th>
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<tr>
<td>Local In-Kind</td>
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<tr>
<td>Total Deductions</td>
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Remaining Match Balance

Signature of Preparer: ___________________________________________ Date Completed: ________________

Approved By: ___________________________________________ Title: ___________________________

* If this invoice is for a fixed price contract, the request for payment will be determined by dividing the length of the contract into the contracted amount (example: $12,000 [allocation] divided by 12 months [the length of the contract] = $1,000 payment request). On a cost reimbursement contract, the payment request will be the monthly request expense.

**CHILDREN AND FAMILIES USE ONLY**

Date Invoice Received: ________________

Approved By: ___________________________ Date: ________________

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<tr>
<th>ORG</th>
<th>EO</th>
<th>OBJ</th>
<th>DESC.</th>
<th>AMNT.</th>
<th>OCA</th>
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Evaluators’ Bios

Community Care for Disabled Adults

Evaluators

Emilio Maicas, Adult Protective Services Director for the Southeast Region
Emilio Maicas has been employed by the Department of Children and Families for over 30 years and currently serves as the Regional APS Program Administrator for the Southeast Region. In his role as Regional APS Program Administrator since 2006 he oversees staff in Circuits 15, 17 and 19 and is member of several community bodies focusing on Elder Abuse, Services and Transportation, including coordination of programs with those bodies. Mr. Maicas received his Master’s Degree from Florida Atlantic University.

Janis McCord, Adult Protective Services Specialist Broward County for the Southeast Region
Janis McCord has been employed by the Department of Children and Families for 28 years in several capacities of which the past 11 has been as an APS Specialist for services. She is responsible for the CCDA Program which includes case management issues, policy compliance, and QA monitoring. She was instrumental in implementing the transfer of cases and notifications to providers and clients during the transition of case management duties to a community Vendor and has participated in two previous RFP teams for CCDA. Ms. McCord earned her Bachelor’s Degree from Nova University and is a Certified Public Manager.

Carolyn Richardson, Adult Protective Services Quality Assurance Specialist for the Southeast Region
Carolyn Richardson has been employed by the Department of Children and Families for 19 years. She has worked in several capacities with the Department to include an Adoption Program Specialist, Foster Care Licensing Specialist, Foster Care Licensing Supervisor and a Recruitment Counselor. Since 2006, Carolyn has worked in the Adult Protective Services Program as a Program Specialist. Her primary responsibilities include Conducting Quality Assurance Compliance Monitoring for the Southeast Region Services Program, Coordinating the Internship Program, Preparing Operating Procedures and ensuring the implementation of APS programs. Ms. Richardson earned her Master of Social Work degree in 2012 from Florida International University.

Jeffrey A. Ferraro, MPA-Adult Protective Services Specialist Palm Beach County & Certified Contract Manager Broward County for Southeast Region
Jeffrey A. Ferraro has been employed by the Department of Children and Families for over 22 years, but overall has been employed by the State of Florida for over 28 years. During his time in Adult Protective Services, he has been the Services Specialist responsible for CCDA and the former Medicaid Waiver Program, including training for Adult Protective Services Counselors in Circuit 15. He continues to maintain his role in APS, but also serves as a Certified Contract Manager for two CCDA contracts covering Broward and Palm Beach Counties and two Homeless Prevention contracts covering Broward County. Mr. Ferraro earned his Bachelor’s and Master’s Degrees from Florida State University.