

**FLORIDA DEVELOPMENTAL DISABILITIES COUNCIL, INC.
REQUEST FOR PROPOSAL**

ACKNOWLEDGMENT

**SUBMIT TO:
FLORIDA DEVELOPMENTAL DISABILITIES COUNCIL, INC. (FDDC)
ATTN: CFO
124 MARRIOTT DRIVE, SUITE 203
TALLAHASSEE, FL 32301**

RFP Number: 2009-IP-7400

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**NEGOTIATIONS WILL BE HELD ON JANUARY 30, 2009 AND MAY NOT BE
WITHDRAWN WITHIN 60 DAYS AFTER SUCH DATE AND TIME.**

RELEASE DATE:
October 17, 2008

TITLE:
Organization Functional Analysis

VENDOR NAME:

VENDOR MAILING ADDRESS:

CITY - STATE - ZIP:

AREA CODE:

PHONE NUMBER:

I CERTIFY that this negotiation is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this negotiation and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In conducting negotiations with an agency for the FDDC, respondent offers and agrees that if this negotiation is accepted, the respondent will convey, sell, assign or transfer to the FDDC all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the FDDC for price fixing relating to the particular commodities or services purchased or acquired by the FDDC. At the FDDC 's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the respondent.

**AUTHORIZED SIGNATURE:
(MANUAL)**

**AUTHORIZED SIGNATURE TITLE:
(TYPED)**

Florida Developmental Disabilities Council, Inc.

Request for Proposal (RFP)

RFP Number: 2009-IP-7400

Funded Through:

Appropriation #75-9-1536 from the U.S. Department of Health & Human Services,
Administration on Developmental Disabilities, through FDDC

Administered By:

Florida Developmental Disabilities Council, Inc.

Request For Proposal (RFP)**RFP Number: 2009-IP-7400****Florida Developmental Disabilities Council, Inc.****Table of Contents****Page**

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SECTION 1: BACKGROUND, NEED AND PURPOSE, STATEMENT OF WORK, AND TERMS OF AGREEMENT

1.1 Background

The Florida Developmental Disabilities Council, Inc. (FDDC), also known as the "Council", a non-profit corporation organized pursuant Chapter 617, Florida Statutes, was authorized by Section 393.002 Florida Statutes, and Executive Order of the Governor (E.O. 95-478), empowered the Council to act as the "state designated agency" to administer the funds under Part B of the Developmental Disabilities Assistance and Bill of Rights Act (Public Law 106-402).

The administrative service provisions for the Council are found in federal regulations Office of Management and Budget (OMB) Circular A-110 and 45 Code of Federal Regulations (CFR) 74.

The developmental disabilities formula grant funds come from the U.S. Department of Health and Human Services (DHHS) and are administered by the Administration for Children and Families (ACF). Funds are authorized by P.L. 106-402: Developmental Disabilities Assistance and Bill of Rights Act of 2000, and are cited in 42 U.S.C. 6000, et. seq., as amended. Funds are made available to the states to be used for improving the quality, extent, and scope of the broad range of community services needed by persons with developmental disabilities. Priority is given to those persons whose needs are not otherwise met under the Individuals with Disabilities Education Act, the Rehabilitation Act of 1973, or other health, education, or welfare programs.

In accordance with the federal Developmental Disabilities Assistance and Bill of Rights Act, 42 U.S.C. s. 6001(8), developmental disabilities is defined as a severe, chronic disability of an individual which: A) is attributable to mental or physical impairment or combination of mental and physical impairments; B) is manifested before the person turns age twenty-two; C) is likely to continue indefinitely; D) results in substantial functional limitations in three or more of the following areas of major life activity --self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, and economic self-sufficiency; and E) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated; except that such term, when applied to infants and young children means individuals from birth to age nine, inclusive, who have substantial developmental delay or specific congenital or acquired conditions, may be considered to have a developmental disability described above, if, without services and supports, they have high probability of meeting those criteria later in life.

1.2 Need and Purpose

The work of the Council necessary to change or create systems and build capacity so that individuals with developmental disabilities can be productive, contributing and included members of our communities is enormous. Time and energy can, therefore, easily be spent on a large host of efforts that are necessary for learning, planning, researching, implementing, advocating, managing and monitoring. The question is whether these efforts are focused on the activities that will most effectively and efficiently achieve the mission of the Council and goals of the State Plan. Ensuring optimum productivity is even more critical during these tight economic times.

The Council has also recently experienced growth and substantive change. We have used this last year to conduct a careful and diligent assessment of our State Plan goals, with an emphasis on collaborative, comprehensive and planned strategies for accomplishing the goals. It is an ideal time to conduct an assessment of the manner in which the Council works and to determine if the organization and structure

of the Council's work is the most effective and efficient to meet our mission and State Plan goals.

This Organization Functional Analysis will assess the organization as a whole, the structure and functions of the Council staff and board members, and identify strategies to optimize the Council's performance. This analysis will answer the following focus questions:

- Is the structure and function of each of the staff positions organized so as to most effectively and efficiently achieve the mission of the Council and goals of the State Plan?
- Is the structure and function of the Council members organized so as to most effectively and efficiently achieve the mission of the Council and goals of the State Plan?
- Is the functionality between the Council staff and members organized so as to most effectively and efficiently achieve the mission of the Council and goals of the State Plan?
- What strategies would improve the efforts of the Council so as to most effectively and efficiently achieve the mission of the Council and goals of the State Plan?

Examining what is required to perform each function related to the work of the Council and determining the relationship between the each of the functions and the mission and goals of the Council will enable the Council to identify its optimum organization and structure.

1.3 Statement of Work

The selected awardee will provide services as needed and identified by the Council, to include:

- conduct interviews of staff and Council members;
- review relevant policies, procedures, laws and the State Plan;
- identify the tasks performed and by whom for the various functions performed by the Council;
- assess the staff, committee and task force structures in relationship to the functions performed;
- determine the effectiveness and efficiency of the functions in relationship to the mission and goals;
- observe at least one quarterly committee meeting and full Council meeting;
- conduct a functional analysis of each staff position, each task force, each committee, and each leadership position and the relationship/collaboration between Council members and staff;
- analyze the information obtained and develop findings based on the responses to the focus questions outlined in Section 1.2 of this RFP;
- develop a final report to provide results of the functional analysis including: discussion of and responses to the focus questions as described below, a detailed analysis of the strengths and weaknesses of the current structure and functions of the Council, detailed information and assessments used to reach the conclusions presented, and specific recommendations for improving the effectiveness and efficiency of the Council and optimizing the operation of the Council; and
- work collaboratively with an Advisory Committee consisting of members of the Council's Human Resources and Executive Committees.

The following questions will form the basis for answering the project's focus questions:

- Analysis of the functions of each staff position of the council to provide the following information:
 - What are the specific functions of each position?
 - What tasks are undertaken to perform each of these functions?
 - How do each of these functions achieve the mission of the Council and/or goals of the State Plan?
 - How effectively and efficiently is each of these functions achieving the mission of the Council and/or goals of the State Plan?

- What is the priority of functions in achieving the mission of the Council and/or goals of the State Plan?
- What collaboration is occurring between staff to achieve the mission of the Council and/or goals of the State Plan?
- What collaboration needs to occur to more effectively and efficiently achieve the mission of the Council and/or goals of the State Plan?
- What options are recommended for organizing staff and functions of staff to more effectively and efficiently achieve the mission of the Council and/or goals of the State Plan?
- Analysis of the functions of each of the committees, task forces and leadership positions of the Council to provide the following information:
 - What are the specific functions of each committee, task force and leadership position?
 - What tasks are undertaken to perform each of these functions?
 - What is the length of time required to perform each function?
 - How effectively and efficiently is each of these functions achieving the mission of the Council and goals of the State Plan?
 - How does each of these functions achieve the mission of the Council and/or goals of the State Plan?
 - What is the priority of functions in achieving the mission of the Council and/or goal of the State Plan?
 - What collaboration is occurring between council members to achieve the mission of the Council and/or goals of the State Plan?
 - What collaboration needs to occur to more effectively and efficiently achieve the mission of the Council and/or goals of the State Plan?
 - What options are recommended for organizing Council members and the functions of the council members to more effectively and efficiently achieve the mission of the Council and/or goals of the State Plan?
- Analysis of the functioning between Council members and staff to provide the following information:
 - What collaboration is occurring between Council members and staff to achieve the mission of the council and/or goals of the State Plan?
 - What collaboration needs to occur to more effectively and efficiently achieve the mission of the Council and/or goals of the State Plan?
 - Are there functions that need to be shifted from the Council member to staff or from staff to Council member?
 - What options are recommended for organizing the functions of the Council between Council members and staff?

1.4 Terms of Agreement

The contract resulting from this RFP will be in effect between approximately February 2009 and August 2009 (6 months). The Council reserves the right to negotiate with the bidder awarded the contract a final project budget and scope of work. FDDC may approve up to two continuation contracts for two subsequent twelve-month periods.

A Match requirement is required in each proposal of not less than 33% of the total project costs, to be finalized as part of the negotiations process. Grantees must match \$1 for every \$3 requested to reach a 33% match of the total approved cost of the project. Documentation of 33% match of project expenses must be maintained. The match requirement may be satisfied by values placed on in-kind contributions or through grantee-incurred costs, or by a combination of the two. Not more than 50% of said Match requirement shall be "In Kind" match and not more than 5% of said Match requirement shall be volunteer

time of individuals who are not grantee employees. Costs paid by other federal grants may not be used for match. The match must fund activities directly related to the project. Indirect cost is calculated on and cannot exceed ten percent (10%) of total salary and fringe benefits. *Note: To calculate the match share for the 33% required match, divide the amount of your request by three. Then, to calculate the total grant amount, combine the one-third figure with the dollars requested. (i.e., funds requested \$10,000 divide by 3 = match amount of \$3,333.33. \$10,000+\$3,333.33 =total project cost of \$13,333.33)*

SECTION 2: REQUEST FOR PROPOSAL PROCESS

The process involved in soliciting proposals, evaluation proposals, and selecting the offeror for contract negotiation leading to the award of a contract is a multi-step process:

- Step 1: RFP release by FDDC
- Step 2: Letter of Intent submitted in accordance with the Proposal Schedule of Events and Deadlines listed in Section 7
- Step 3: Written Questions submitted in accordance with the Proposal Schedule of Events and Deadlines listed in Section 7
- Step 4: Response to Written Questions in Accordance with the Proposal Schedule of Events and Deadlines listed in Section 7
- Step 5: Offerors' RFP proposals submitted in Accordance with the Proposal Schedule of Events and Deadlines listed in Section 7
- Step 6: Mandatory Criteria Evaluation
- Step 7: Proposal scoring
- Step 8: Contract negotiations

2.1 Contact Person

This RFP is issued by FDDC. It is advertised within the Florida Administrative Weekly publication and on the FDDC web site at fddc.org. The sole point of contact is:

Lisa Taylor, Chief Financial Officer
Florida Developmental Disabilities Council, Inc.
124 Marriott Drive, Suite 203
Tallahassee, Florida 32301 - 2981
Phone: 850 / 488-4180
Fax: 850 / 922-6702
TDD: 850 / 488-8633

2.2 Offeror Disqualification

To be disqualified as an offeror under this provision, the offeror must have: (1) had a contract terminated by FDDC for cause; or (2) developed or drafted specifications, requirements, statements of work, invitations for bids and/or requests for proposals contained within this RFP before its publication in the Florida Administrative Weekly and/or the FDDC web site.

2.3 Provider Performance

The provider's performance will be assessed and documented throughout the life of the contract by the contract manager. This assessment of the provider will be based upon the following: the quality of the deliverables and products produced; the implementation of provision of services as stipulated in the contract; compliance with all provisions of the contract; and the general performance of the provider in meeting the expectations of the contract manager and the Council, as well as the end result of the project.

At the conclusion of the contract, an overall assessment of the provider's performance relative to the

contract will be conducted. If the performance assessment identifies serious inadequacies in adherence to contract requirements or in meeting performance expectations listed in the contract, the contract manager will notify the provider in writing and stipulate the improvements or corrective action(s) that need to be exhibited or accomplished in any subsequent contracts with the Council. This information will become a part of the provider's performance profile for use by other Council contract managers when assessing RFP proposals and when developing and implementing subsequent contracts with this provider.

Agencies, organizations and/or consultants who exhibit the same inadequacies in subsequent contracts with the Council, risk the Council invoking its right to prohibit sole sourcing with said provider for up to three years. A prohibition from sole sourcing and the documented provider performance assessment that led to this prohibition will be considered sufficient evidence of the provider's inability or unwillingness to perform and, in turn, exclude that provider from being awarded a contract through a Council RFP process, again for up to three years.

2.4 Limitations on Contacting FDDC Personnel, Board Members and Committee Members

Prospective offerors are prohibited from contacting FDDC personnel, FDDC board members, or any member of the final Selection Committee other than the person named in Section 2.1. Violation of this limitation may result in disqualification of the prospective offeror. However, FDDC will conduct regularly scheduled business with offerors currently under contract with FDDC.

2.5 Letter of Intent to Submit a Proposal

Submission of the **Letter of Intent form (Attachment V)** within the time indicated on the Schedule of Events and deadlines (Section 7) is encouraged of all prospective proposers. Organizations that submit a Letter of Intent to submit a proposal will receive a copy of all addenda, clarifications to the RFP, and responses to written questions. Prospective bidders are not required to submit a Letter of Intent, but if they do not, the bidder will be responsible for obtaining any and all additional information about the RFP, including addenda, clarifications, and answers to questions from the FDDC website (fddc.org). The submission of a Letter of Intent to submit to FDDC does NOT require or mandate an agency to submit a proposal. **The Letter of Intent should be submitted via Fax, US mail, or commercial carrier, or hand delivered to:**

Lisa Taylor, CFO
Florida Developmental Disabilities Council, Inc.
124 Marriott Drive, Suite 203
Tallahassee, FL 32301

2.6 Acceptance of Proposals

Proposals must be received by FDDC in accordance with the Proposal Schedule of Events and Deadlines listed in Section - 7 of this document at 124 Marriott Drive, Suite - 203, Tallahassee, Florida 32301 - 2981. No changes, modifications or additions to the proposals submitted after this deadline will be accepted by or be binding on FDDC. Any proposal submitted shall remain a valid offer for at least 60 days after the proposal submission date. Proposals not received at either the specified place, or by the specified date and time, or both, will be rejected and returned unopened to the prospective offeror by FDDC. Proposals may be sent via U.S. Mail, Express mail, or hand delivered. **PROPOSALS SUBMITTED BY FACSIMILE OR ELECTRONICALLY WILL BE REJECTED.**

FDDC reserves the right to reject any and all proposals or to waive minor irregularities when to do so would be in the best interest of FDDC. Minor irregularities are defined as a variation from the RFP terms and conditions which does not affect the price of the proposal, or give the prospective offeror an advantage or benefit not enjoyed by other prospective offerors, or does not adversely impact the interest of the agency. At its opinion, FDDC may correct minor irregularities but is under no obligation to do so

whatsoever.

2.7 Withdrawal of Proposal

A written request for withdrawal, signed by the offeror, may be considered if received by FDDC within 72 hours after the proposal opening time and date indicated in the Schedule of Events. A request received in accordance with this provision may be granted by FDDC upon proof of the impossibility to perform based upon obvious error on the part of the offeror pursuant to Rule 60A-1.002 (8), FAC.

2.8 Posting of Proposals Ranking

Ranking of responses to the RFP will be posted at 124 Marriott Drive, Suite 203, Tallahassee, Florida 32301-2981 and on FDDC's website at (fddc.org) in accordance with the Proposal Schedule of Events and Deadlines listed in Section -7 of this document. The notice will be posted for 72 hours (3 working days).

2.9 Protests

Any offeror, who desires to protest either the content in this procurement solicitation or the proposed ranking, shall do so in accordance with the Procurement Policy of FDDC. Failure to file a protest within the times prescribed in that Procurement Policy, or failure to post a bond or other security in accordance with that Procurement Policy shall constitute a waiver of proceedings under the Procurement Policy.

2.10 Special Accommodations

Any person with a qualified disability shall not be denied equal access and effective communication regarding any bid/proposal documents or the attendance at any related meeting or bid/proposal opening. If accommodations are needed because of a disability, please contact Lisa Taylor at 850 / 488-4180.

SECTION 3: INSTRUCTIONS TO PROSPECTIVE OFFERORS

Proposal content must respond to this RFP solicitation adequately and appropriately. This section provides information and instructions necessary to meet minimum submission requirements.

3.1 FDDC Request for Proposal Acknowledgement Form

This form is required by FDDC and must be signed and returned with the proposal.

3.2 Title Page

Each copy of the proposal must include a title page(s) that contains the following information:

1. Title of proposal and RFP Number
2. Offeror's legal name
3. Organization to which proposal is submitted
4. Name, title, address, phone number, fax number, and internet e-mail address, if available, of person who may respond to inquiries regarding the proposal.
5. Name of project director
6. Name and title of official authorized to sign contract
7. Organization's mission, vision, and values statement

3.3 Response to Need and Purpose

This section should provide a narrative that demonstrates the offeror understands the need for and purpose of the project, including the scope and complexity. The offeror should include any unique

perspectives or insights concerning organizational analysis.

3.4 Description of the Proposed Plan to Perform Required Tasks

This section should thoroughly describe the offeror's plan for performing the functions as described in 1.3 Statement of Work. A narrative should be provided that describes how the offeror intends to perform the various activities projected to address the need and accomplish the purpose of the project. The narrative should reflect values that are consistent with the values and mission of the Council.

A detailed work plan should be included to chart the progress of the actions to be undertaken. For each major activity included in the work plan, the time frames for completion and the person(s) responsible should be identified.

3.5 Description of Staffing

Offerors must provide a detailed description of staffing in their proposals. Below is a list of minimum requirements for this section of the RFP proposal:

1. A description of the staff who will be employed or contracted by the provider and their qualifications. Include resumes of the individuals proposed to work on the project. The resume shall include education, years of work experience, role and management responsibilities, licenses, certificates, and any relevant technical courses or training.
2. A synopsis of corporate or individual qualifications, indicating ability to manage and successfully complete the functions required in this proposal.
3. Any evaluations or descriptions of past or current projects similar to the functions of this proposal.
4. The offeror must demonstrate expertise and experience in the area of organizational analysis and efficiency review.

3.6 Description of Quality Assurance/Quality Improvement System

This section should propose measurable outcomes against which the offeror's work will be assessed and describe the evaluation process/tools by which the work will be assessed. In addition to the proposed evaluation process/tools, the offeror must agree to complete a regularly updated work plan, collect the data necessary for completion of the Council's Data Collection Form, and distribution and analysis of the Council's Customer Satisfaction Survey, as appropriate.

3.7 Budget and Budget Narrative

Offerors will include in this section a proposed line item budget, accompanied by a detailed budget narrative, using the format provided. The budget narrative must explain and demonstrate that each entry on the line item budget sheet is allowable, reasonable and necessary. The budget and budget narrative must present a cost-effective funding level for achieving the purpose of the project. The form for submitting the budget may be found in Attachment II.

3.8 References

Each proposal should contain three (3) references who can be contacted to obtain a recommendation concerning the provider's performance in providing services similar to those required by the RFP. A minimum of two references will be contacted. For providers with a history of contracting with the FDDC, one of the references will be the FDDC assessment of performance. A form for submitting the references and contact information may be found in Attachment VI.

3.9 Cost of Developing and Submitting a Proposal

FDDC is not liable for any costs incurred by any offeror in responding to this RFP. All proposals become the property of FDDC and will not be returned to the offeror once opened. FDDC shall have the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this RFP. Selection or rejection of a proposal will not affect this right.

3.10 How to Submit a Proposal

This important section describes how to correctly submit a proposal for this RFP. Failure to submit all information requested or failure to follow instructions may result in the proposal being considered non-responsive and, therefore rejected. Please follow the following instructions carefully:

1. Proposals must be delivered sealed, clearly marked "Organization Functional Analysis", and delivered by the deadline indicated in section 7, Proposal Schedule of Events and Deadlines.
2. The proposal document should not exceed **fifteen (15)** pages in length, pages should be numbered with 1" margins, single or 1.5 spaced, no larger than letter size (8 1/2" x 11 ") and printed on one side only, double-sided proposals will not be accepted. Proposal document length does not include: 1) table of contents, 2) index, 3) attachments, 4) budget proposals, and 5) other materials. The font size and type is at the discretion of the offeror but must be at least as large as the font type you are currently reading (Times New Roman 11).

Do not include spiral or bound materials or pamphlets. All attachments or exhibits must be letter size and if reduced to letter size must be readable. Ink and paper colors must not prevent the entire proposal from being photocopied.

3. Each proposal should be unbound, collated, and include a table of contents with each section clearly labeled with the appropriate heading.
4. An original and nine (9) copies of the proposal and supporting materials are required. At least one copy of the proposal submitted to FDDC must contain an original signature of an official of the offeror who is authorized to bind the offeror to their proposal. The original copy should be marked "original". One electronic version of the proposal also should be submitted on a CD.

5. Offerors must submit proposal items in the following order:

- A. FDDC Invitation to Negotiate Acknowledgement Form (See section 3.1)
- B. Title Page (See section 3.2)
- C. Table of Contents (Identifies major sections along with page numbers)
- D. Response to Need and Purpose (See section 3.3)
- E. Description of Plan to Performing Tasks (See section 3.4)
- F. Description of Staffing (See section 3.5)
- G. Quality Assurance/Quality Improvement System (See Section 3.6)
- H. Budget and Budget Narrative (See section 3.7 and Attachment II)

- I. References (See section 3.8 and Attachment IV)
- J. Attachments applicable to offeror proposal
 - I. Required Certifications
 - II. Budget Request and Narrative
 - III. Certification Regarding Lobbying
 - IV. Debarment and Suspension Certification Form
 - V. Letter of Intent

SECTION 4: FINANCIAL SPECIFICATIONS

4.1 Funding Source

This project is funded through appropriation #75-9-1536 from the U.S. Department of Health & Human Services, Administration on Developmental Disabilities, through FDDC. Catalog of Federal Domestic Assistance (CFDA) # 93.630.

4.2 Allowable Costs

The following Office of Management and Budget Circulars are used as guidelines to determine allowable costs depending on the organizational structure of the entity submitting a proposal: (1) A-21 Cost Principles for Educational Institutions, (2) A-87 Cost Principles for State, Local and Indian Tribal Governments, and (3) A-122, Cost Principles for Non-Profit Organizations. Allowable costs pertaining to this RFP include costs such as:

1. Personnel salaries and benefits
2. Travel in accordance with Florida Statutes, regulations, and FDDC Policies
3. Other direct costs such as supplies, postage, copying, telephone, educational materials, etc.
4. Indirect cost is calculated on and cannot exceed ten percent (10%) of total salary and fringe benefits
5. Direct service costs

All contractual costs will be negotiated with the FDDC contract manager and must be approved prior to contract execution.

4.3 Non-Allowable Costs

In addition to the following list, see applicable cost principles as noted in Section 4.2 for additional unallowable costs:

1. Cash award to employees or ceremony expenditures
2. Penalty on borrowed funds or statutory violations or penalty for late/nonpayment of taxes
3. Out of state travel
4. Organizational affiliations, fund raising, and public relations
5. Deferred payments to employees as a fringe benefit package
6. Severance pay and unearned leave
7. Purchase of equipment or furniture

8. Staff overtime pay
9. Supplanting of local, state, or federal funds
10. Acquisition of real property, building construction, alterations, renovations, or other capital improvements
11. Purchase of medical care or social services

4.4 Invoicing and Payment of Invoices

All invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

Contract resulting from this RFP will be either cost reimbursement or fixed price/fixed fee, depending on the types of services rendered.

One original invoice should be submitted for payment on resulting contract. All support documentation will be legible and copy ready. All submissions not in compliance with these guidelines will be returned to the offeror for re-submission.

Invoices will be processed only after acceptance of the deliverable is determined by FDDC and the contract manager signs the invoice. Disputed invoices will be returned to the successful offeror for correction.

The successful offeror shall submit the final invoice and all deliverables for payment to FDDC prior to termination of the contract. If the contractor fails to do so, all right to payment is forfeited, and the FDDC will not honor any request submitted after aforesaid time period.

All invoices will be in accordance with FDDC payment procedures and schedules.

SECTION 5: CONTRACT PROVISIONS

5.1 Default

Failure to perform according to this bid and/or resulting contract shall be cause for the organization to be found in default in which any and all reprourement costs may be charged against the organization. Any violations of these stipulations may also result in the contractor's name being removed from the FDDC's vendor mailing list.

5.2 Unauthorized Aliens

FDDC shall consider the employment by any contractor of unauthorized aliens a violation of section 274 A (e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

5.3 Administrative Pre-Site Visits

The basis for administrative pre-site visits is for FDDC to determine an agency's programmatic and fiscal eligibility for the RFP. An administrative pre-site visit does not guarantee awarding of a contract to an offeror. FDDC reserves the right to conduct an administrative pre-site visit for award determination if an organization meets any of the following criteria:

1. The organization has not previously contracted with FDDC;
2. The organization has contracted with FDDC and has had a corrective action plan; or
3. FDDC has received information that warrants further investigation of that organization.

5.4 Oral Presentation

After the proposals have been ranked, FDDC, at its sole discretion, may invite selected proposers to make an oral presentation on the proposal at a date, time, and location to be specified. Invitations will be by written notification to the contact person listed in the proposal. FDDC will identify individuals to be present and review all oral presentations.

5.5 Proposer Questions or Inquiries

Questions related to this RFP must be received in writing by the contact person listed in Section 2.1 and accordance with the Proposal Schedule of Events and Deadlines listed in Section 7 of this document. Questions may be sent by US Mail, facsimile, express mail, or hand-delivered. **Telephone calls and/or emails will NOT be accepted.** Responses to questions will also be in accordance with the Proposal Schedule of Events and Deadlines listed in Section 7.

5.6 Public Records

Any material submitted in response to this RFP will become a public document pursuant to section 119.07, F.S. This includes materials which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to section 119.07, F.S.

5.7 Trade Secrets

FDDC will attempt to afford protection from disclosure of any trade secrets consistent with section 381.83, Florida Statutes. Any prospective vendor or offeror acknowledges however, that protections afforded by section 381.83, Florida Statutes are incomplete, and it is hereby agreed by the offeror that no right or remedy for damages arises there from.

5.8 Sub-contracting

The successful offeror may, only with **prior written approval** of FDDC, enter into written subcontracts for performance of specific services under the contract. Anticipated subcontract agreements known at the time of proposal submission and the amount of the subcontract must be identified in the offeror's response to this RFP. Prior to the effective date of any subcontract, provider must request and receive written approval from FDDC's contract manager. No subcontract that the offeror enters into with respect to performance under the contract resulting from this RFP shall in any way relieve the offeror of any responsibility for performance of its duties. All payments to subcontractors shall be made by the offeror. No payment to the offeror will be processed until FDDC approves all subcontracts, in writing. The contract manager must approve all subcontractor agreements and any subsequent changes made to those agreements.

The offeror shall not engage, on a full- or part-time basis, anyone employed by the FDDC.

5.9 Standard Contract

FDDC's Standard Contract (Attachment VII) contains all administrative, financial and nonprogrammatic terms and conditions usually mandated by federal or state statute and policy of FDDC. Use of this document is mandatory for contracts as it contains the basic clauses required in all contracts. The terms and conditions contained in the Standard Contract are non-negotiable.

SECTION 6: PROPOSAL EVALUATION CRITERIA AND SCORING

6.1 Description of Ranking

Ranking of proposals will be based on the scoring by the Selection Committee with the proposal scoring the highest being ranked first. A final site visit to the offeror with the highest ranking may be conducted prior to final contract negotiations.

6.2 Selection Committee

A Selection Committee of not less than three people will be used to read, evaluate, and rank properly submitted proposals. The Selection Committee will be comprised of members of FDDC and, if necessary, others with pertinent backgrounds.

6.3 Selection Committee Evaluation

The maximum possible score for any proposal is 100 points. **Proposals that score less than 70 are ineligible for award under this RFP.** While developing the proposal, please refer to the scoring criteria below for assuring completion.

The selection committee will consist of a minimum of three members. Each member will read and score each proposal independently, discuss each proposal jointly, and then submit final results for tabulation. The quantitative score from each member will be averaged and a final score will be assigned to the proposal. Scores will be ranked in numerical order and submitted to the Council's Chief Financial Officer.

The highest ranked proposal will be funded through this RFP. If negotiations with the highest ranked contractor are unsuccessful, the proposal will no longer be considered, and the next highest ranked proposal may be contacted for negotiation. This process will continue until a contract is awarded, or until the selection committee recommends otherwise. All proposals will remain with the Council and will not be returned to the offeror after the RFP process is completed. Scored criteria are grouped into the following categories and weighting:

1.0 Response to Need and Purpose (15 Maximum points)

The proposal contains sufficient information to determine that the offeror understands the need for and purpose of this project.

2.0 Description of Plan to Perform Tasks (35 Maximum points)

The proposal contains a narrative description of the activities to be performed, including a detailed work plan, that is adequate and sufficient to accomplish the requirements of the RFP and reflects the values and mission of the Council.

3.0 Description of Staffing (20 Maximum points)

Person(s) engaged to complete the activities of this project are qualified to perform the required duties, including relevant experience in the area of organizational analysis and efficiency reviews and are organized to meet the time frames established.

4.0 Description of Quality Assurance/Quality Improvement System (10 Maximum points)

The proposal contains proposed measurable outcomes and a description of the process or tools that will serve to evaluate the offeror's performance. The proposal also contains an agreement to collect data for the Council's Data Collection Form and Customer Satisfaction Survey.

5.0 Budget and Budget Narrative (15 Maximum points)

The proposal includes a proposed line item budget, accompanied by a detailed budget narrative, on a separate sheet of paper. The budget narrative must explain and demonstrate that each entry on the line item budget sheet is allowable, reasonable and necessary. The budget and budget narrative must present a cost-effective funding level for achieving the purpose of the project.

6.0 References (5 Maximum points)

At a minimum, two references will be contacted to obtain recommendations of the provider's current and/or past performance. For providers who have a history of contracting with FDDC, one of those references will be the FDDC assessment of performance.

TOTAL MAXIMUM POINTS 100

6.4 Identical Tie Bid

When evaluating proposals, if the Council is confronted with identical pricing or scoring from multiple providers, the Council will invite the proposers with the tie bids to each make an oral presentation. Following the presentation and a question and answer period, the committee will select the proposal deemed in the best interest of the Council.

SECTION 7: PROPOSAL SCHEDULE OF EVENTS AND DEADLINES

ACTIVITY/EVENT	DATE	METHOD
RFP Released and Advertised	October 17, 2008	FDDC's Electronic Notification System and Florida Administrative Weekly
Letter of Intent is requested by this date (although not mandatory) Written questions due to FDDC	Prior to 4:00 pm EST November 18, 2008	Submit to: Lisa Taylor, Chief Financial Officer Florida Developmental Disabilities Council, Inc. 124 Marriott Drive, Suite 203 Tallahassee, Florida 32301 - 2981 Phone: 850 / 488-4180 Fax: 850 / 922-6702
FDDC responses to offerors' written inquiries	Week of December 1, 2008	Responses to inquiries mailed to all offerors who submitted a letter of intent and posted at FDDC's website (fddc.org).
Sealed RFP proposals due and opened	Prior to 2 pm EST January 6, 2009	<u>U.S. Mail, Express Mail, & Hand Delivery</u> Submit to: Lisa Taylor, Chief Financial Officer Florida Developmental Disabilities Council, Inc. 124 Marriott Drive, Suite 203 Tallahassee, Florida 32301 - 2981
Mandatory Criteria Evaluation and proposal scoring begins	Week of January 12, 2009	Selection Committee Meets
Anticipated Posting of top ranked offeror RFP proposals (Posting is for 72 hours)	January 27, 2009	Posted by written notice at: 1. Florida Developmental Disabilities Council, Inc. 124 Marriott Drive, Suite 203 Tallahassee, Florida 32301 - 2981 2. FDDC website (fddc.org)
Start contractual negotiations	January 30, 2009	
Anticipated contract start date	February 15, 2009	

Attachment I**FDDC REQUIRED CERTIFICATIONS****Acceptance of Contract Terms and Conditions:**

I hereby certify that should my agency be awarded this contract, it will comply with all the terms and conditions specified in the RFP and contained in the standard contract attached (attachment VII).

Signature of Authorized Official: _____ Date: _____

Statement of No Involvement

I hereby certify that my agency had no prior involvement in performing a feasibility study of the implementation of the of the subject contract, in the drafting of the RFP, or in developing the subject study.

Signature of Authorized Official: _____ Date: _____

Conflict of Interest Statement (Non-collusion)

I hereby certify, that all persons, companies or parties interested in the proposal as principals are named therein, that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respect made in good faith; and as the signer of the proposal, I have full authority to legally bind the offerors to the provisions of this proposal.

Signature of Authorized Official: _____ Date: _____

NOTE: An authorized official is defined as an officer of the offeror's organization who has legal authority to bind the offeror to the provisions of the proposal. This is usually the president, chairman of the board, or owner of the entity. A document establishing delegated authority must be included with the proposal if signed by anyone other than the president, chairman of the board, or owner.

ATTACHMENT II**A. BUDGET REQUEST -**

BUDGET ITEM	MATCH AMOUNT	SOURCE OF MATCH	FDDC FUNDS REQUESTED	TOTAL COST

B. Budget Narrative:

Attachment III**CERTIFICATION REGARDING LOBBYING****CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her 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.

Signature: _____

Date: _____

Name of Authorized Individual: _____

Application or Contract Number: _____

Name of Organization: _____

Address of Organization: _____

ATTACHMENT IV**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
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).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal monies 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. FDDC 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", "ineligible", "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.
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 monies, to submit a signed copy of this certification.
7. Florida Developmental Disabilities Council, Inc. 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.
8. This signed certification must be kept in the contract manager's file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

1. The prospective provider certifies, by signing this certification, 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.
2. 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.

Signature: _____

Date: _____

Name: _____

Title: _____

Attachment V**LETTER OF INTENT****(Requested prior to 4:00 pm EST November 18, 2008)****A. Proposer Information**

Offeror's Legal Name: _____

Address: _____

City: _____ State: _____ Zip: _____

B. Contact Information

Name of Person with Signature Authority: _____

This person binds the offeror to the terms and conditions submitted in response to this RFP.

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Name of Primary Contact Person:

This person will be contacted if FDDC has questions about the offer submitted and if the offeror is chosen for contract negotiations.

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

**ATTACHMENT VI
REFERENCE FORM**

**BIDDER REFERENCES
RFP#2009-IP-7400**

Bidders are required to submit three (3) references for whom similar services have been performed as those requested in this RFP. FDDC will contact two of the three references provided to obtain an assessment of the provider's past performance. For providers with a history of contracting with FDDC, one of the references will be the FDDC assessment of performance completed at the conclusion of the previous contract. Three attempts will be made to contact each reference.

- 1.) Name of Company or Agency:
Contact Person:
Phone Number:
Address:
Email Address:
Project or service name or identifier:

- 2.) Name of Company or Agency:
Contact Person:
Phone Number:
Address:
Email Address:
Project or service name or identifier:

- 3.) Name of Company or Agency:
Contact Person:
Phone Number:
Address:
Email Address:
Project or service name or identifier:

Signature of Authorized Representative _____


FLORIDA DEVELOPMENTAL DISABILITIES COUNCIL, INC.

124 Marriott Drive, Suite 203, Tallahassee, Florida 32301-2981
(850) 488-4180, FAX (850) 922-6702, TDD (888) 488-8633

Cost Reimbursement ☐
Fixed Price ☒
Non-Direct Services ☐
Direct Services ☐
CFDA Number: 93.630
100% Federal Funds
Project Title: XXX

Contract Number: XXX
Start Date: XXX
End Date: XXX
FDDC Funds: XXX
Match: XXX
Source: XXX
Total: XXX

**FLORIDA DEVELOPMENTAL DISABILITIES COUNCIL, INCORPORATED
STANDARD CONTRACT**

This CONTRACT is entered into between the Florida Developmental Disabilities Council, Incorporated, a non-profit corporation established pursuant to Ch. 617, Fla. Stat. (hereinafter referred to as the "Council"), and [PROVIDER NAME] (hereinafter referred to as the "Provider").

The project will be conducted at: [PROVIDER ADDRESS].

THE PARTIES AGREE:

I THE PROVIDER AGREES:

A. General Requirements.

1. To provide services in accordance with the terms and conditions of this agreement, together with those additional supplementary or modified conditions as specified in the Attachments to this contract.

B. Requirements for Submission of Bills for Fees, Services or Expenses.

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. To request payment through submission of a properly completed invoice, DDC Form 99-01 (Exhibit A).
3. Where applicable, to submit bills for any travel expenses through completion and submission of a properly completed Travel Reimbursement Form, DDC Form 01-01 (Exhibit G).
4. To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the Council's program manager prior to payment.
5. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A, of this contract.
6. To allow public access to all documents, papers, letters or other materials subject to the provisions of Ch. 119, Fla. Stat., and made or received by the Provider in conjunction with this contract. It is expressly understood that substantial evidence of the Provider's refusal to comply with this provision shall constitute a breach of contract.

C. Federal Laws and Regulations.

1. Because this contract contains federal funds, the Provider shall comply with the provisions of each federal regulation included within the list provided as Attachment III to this agreement, to the extent applicable.
2. Because this contract contains federal funds, the Provider shall comply with the provisions of Office of Management and Budget (OMB) Circular No. A-21, as revised, "Cost Principles for Educational Institutions;" OMB Circular No. A-87, as revised, "Cost Principles for State, Local and Indian Tribal Governments;" or OMB Circular No. A-122, as revised, "Cost Principles for Non-Profit Organizations;" as applicable.
3. Because this contract contains federal funds and if this contract is over \$100,000, the Provider shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. ss. 7401, et seq.), and particularly s. 306 of that Act (42 U.S.C. s. 7606); the Federal Water Pollution Control Act, as amended (33 U.S.C. ss. 1251, et seq.), and particularly s. 508 of that Act (33 U.S.C. s. 1368); Executive Order 11738; and Environmental Protection Agency regulations (40 CFR, Part 32). The Provider shall report any violations of the above to the Council's contract manager.
4. If this contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying, DDC Form 96-03 (Exhibit F). If a Disclosure of Lobbying Activities form, federal Standard Form LLL, is required, it may be obtained from the Council's contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
5. If this contract contains federal funds of \$10,000, or more, or if it is anticipated the Provider will enter contracts within the ensuing 12 month period in which the combined federal funding is \$10,000, or more, the Provider shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity; as amended by Executive Order 11375 of October 13, 1967; and the requirements of 41 CFR, Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Further, in accordance with 41 CFR s. 60-1.4(d), the Equal Opportunity Clause set forth in Executive Order 11246 of September 24, 1965, and codified at 41 CFR s. 60-1.4(a), is hereby

incorporated and made a part of this contract as if fully set forth herein.

D. Audits and Records.

1. To maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Council under this contract.
2. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Council, as well as by state and federal personnel.
3. To provide a financial and compliance audit to the Council as specified in Exhibit B and to ensure that all related party transactions are disclosed to the auditor.
4. Where applicable, to include these aforementioned audit and record-keeping requirements in all approved subcontracts and assignments.
5. To maintain and file with the Council's contract manager such progress, fiscal and inventory reports as specified in Attachment I, and other reports as the Council may require within the period of this contract. Such reporting requirements must be reasonable given the scope and purpose of this contract.

E. Records and Documentation.

1. The provider shall protect the confidential records from disclosure and protect participants' confidentiality in accordance with state and federal laws.
2. Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state regulations and federal law or regulations (45 CFR s. 205.50), except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.
3. The provider is responsible for maintaining documentation of all tasks and deliverables under this contract. Records and documentation of events sponsored under this contract include, but are not limited to, the agendas, meeting minutes, conference calls, Best Practices Manual, brochures, handouts, sign-in sheets, evaluations, survey reports, and documentation of printed materials.
4. To retain all records of individuals receiving services, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if any audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Provider will cooperate with the Council to facilitate the duplication and transfer of any said records or documents during the required retention period.

F. Monitoring.

1. Persons duly authorized by the Council and state and federal auditors, pursuant to 45 CFR, s. 92.36(i)(10), shall have full access to and the right to examine any of said records and documents at all reasonable times during the period of this contract, during said retention period, or as long as records are retained, whichever is later. Those persons authorized to do so shall be entitled to inspect any records, papers, documents, facilities, or goods and services of the Provider relevant to this contract, and may interview any recipients of services and employees of the provider to be assured of satisfactory performance of the terms and conditions of this contract. Following such inspection the Council will deliver to the Provider a list of its comments, including specifically any noted deficiencies with regard to the manner in which said goods or services are being provided. The Provider will rectify all noted deficiencies provided by the Council within the specified period of time set forth in the comments or provide the Council with a reasonable and acceptable justification for not correcting the noted shortcomings. The Provider's failure to correct or justify within a reasonable time as specified by the Council may result in any one or a combination of the following: the withholding of payments; being deemed in breach or default of this contract; and termination of this contract for cause.

G. Indemnification.

1. Provider agrees that it will indemnify, defend, and hold harmless the Council and all Council's officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect or omission by Provider, its agents, employees, or subcontractors during the performance of the contract, whether direct or indirect, and whether to any person or property to which Council or said parties may be subject, except that neither Provider nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Council, its officers, agents, or employees.
2. Provider's obligation to indemnify, defend, and pay for defense or at the Council's option, to participate and associate with the Council in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Council's notice of claim for indemnification to Provider. Provider's inability to evaluate liability or its evaluation of liability shall not excuse Provider's duty to defend and indemnify within seven (7) days after receipt of such notice by the Council, given by certified mail, return receipt requested. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Council solely negligent shall excuse performance of this provision by Provider. Provider shall pay all costs and fees, including attorney's fees, related to this obligation and its enforcement by the Council, and the venue for any such enforcement action or other proceeding, if separately filed, shall be Leon County, Florida.
3. If the Provider is a state agency or subdivision as defined by s. 768.28, Fla. Stat., this entire indemnification clause shall be deemed inapplicable and without force or effect, pursuant to the mandate of s. 768.28(19), Fla. Stat.

H. Insurance.

1. To provide adequate property and personal liability insurance coverage on a comprehensive basis, to name the Council as a co-insured, and to hold such liability insurance at all times during the existence of

this contract and any renewal(s) or extensions(s), such that coverage will be provided for incidents occurring during the term of this agreement even if asserted after its termination. The Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider, the individuals receiving services under this contract, and the Council. At the time of the execution of this contract and the Insurance Certification Form, DDC Form 00-01 (Exhibit C), the Provider shall furnish the Council's contract manager written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Council reserves the right to require additional insurance as specified in Attachment II, where appropriate.

2. If the Provider is a state agency or subdivision as defined by s. 768.28, Fla. Stat., the Provider shall furnish the Council's contract manager, upon request, written verification of liability protection and scopes of coverage as provided in Ch. 284, Parts I and II, and s. 768.28, Fla. Stat. Nothing herein shall be construed to extend any party's liability beyond that authorized in s. 768.28, Fla. Stat.

I. Staffing Requirements.

1. Staffing Levels

The provider shall maintain staffing levels sufficient to fulfill the obligations of this contract.

2. Professional Qualifications

The Council will approve and be provided with a copy of the professional credentials, certifications and resumes of the provider's project managers, trainers, and conference presenters.

3. Staffing Changes

The provider shall notify the Council's program manager, in writing, of any staffing changes. Prior to replacing the director of the contracted project, the provider must notify in writing and obtain approval from the Council for the replacement. If the Council is not satisfied that this replacement can carry out the requirements of the contract, the contract will be terminated.

4. Hiring Individuals with Disabilities

The provider is encouraged by the Council to hire qualified individuals with disabilities to work on projects funded by this Council.

J. Subcontracts and Assignments.

1. The provider will neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Council.

2. The provider will be responsible for all work performed and all expenses incurred with the project. If the Council permits the Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the Provider that all such subcontract arrangements shall be evidenced by written document subject to prior review and comment by the Council. Such review of the written subcontract document by the Council will be limited to a determination of whether or not subcontracting is permissible, whether the offered subcontractor is acceptable to the Council, and the inclusion of applicable terms and conditions of this contract. The Provider further agrees that the Council shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Provider, at its expense, will defend the Council against such claims.

3. The Council shall at all times be entitled to assign or transfer its rights duties, or obligations under this contract to another entity, upon giving prior written notice to the Provider. In the event the Council approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the Provider and of any entity that succeeds to the obligations of the Council.

4. Unless otherwise stated in the contract between the Provider and subcontractor, payments made by the Provider to the subcontractor must be within ten (10) working days after receipt of full or partial payment from the Council. Failure to pay within ten (10) working days will result in a penalty charged against the Provider and paid to the subcontractor in the amount of one-half (1/2) percent of the amount due, per day, from the expiration of the period allowed for payment until such time as payment is made. Such penalty shall be in addition to actual payments owed and, notwithstanding the foregoing, shall not exceed fifteen (15) percent of the outstanding balance due.

K. Return of Funds.

1. To return to the Council any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract that were disbursed to the Provider by the Council. In the event the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment within 40 calendar days from the discovery, without prior notification from the Council. In the event the Council first discovers that an overpayment has been made, the Council will notify the Provider by certified letter, return receipt requested, of such a finding. Should repayment not be made in a timely manner after the Provider's discovery or receipt of the Council's notice, the Council will charge, in addition to the amount of overpayment, interest of one (1) percent per month, calculated on a daily basis on the balance outstanding upon expiration of the 40-day period until such time as the repayment is made.

L. Abuse, Neglect and Exploitation Reporting.

1. In compliance with Ch. 415, Fla. Stat., the Provider or any employee of the Provider who knows, or has reasonable cause to suspect, that an elderly person or a disabled adult has been or is being abused,

neglected, or exploited, shall immediately report such knowledge or suspicion to the central abuse registry and tracking system on the single statewide toll-free telephone number (1-800-96ABUSE).

M. Transportation Disadvantaged.

1. If transportation is to be provided under this contract, the Provider shall comply with the provisions of Ch. 427, Fla. Stat., and Ch. 41-2, Fla. Admin. Code. The Provider shall maintain, on-site, reports documenting its compliance with this provision, with such reports subject to the retention and monitoring sections of this contract, as set forth above.

N. Civil Rights Requirements.

1. To comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work or payment for work thereof, including the Americans With Disabilities Act, and shall not discriminate on the grounds of race, color, religion, sex, age, disability, national origin, marital status, political affiliation or beliefs, in the performance of this contract.

2. The Provider agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this contract, and that it is binding upon the Provider, its successors, transferees, and assignees for the period during which services are provided. The Provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above-referenced statutes, ordinances, rules, regulations, guidelines, and standards.

O. Independent Capacity of the Provider.

1. To be solely responsible and liable for the performance of all tasks contemplated by this contract which are not the exclusive responsibility of the Council.

2. To act in the capacity of an independent contractor and not as an officer, agents, employee, agent, servant, joint venturer or partner of the Council. Neither the Provider nor its officers, agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Council unless specifically authorized in writing to do so.

3. To take such actions as are necessary to ensure that each subcontractor of the Provider will be deemed to be an independent contractor and not an officer, employee, agent, servant, joint venturer or partner of the Council.

4. To be responsible for payment of all Social Security, Income Tax, and other withholdings or benefits, as applicable.

P. Sponsorship.

1. The Provider shall, in publicizing, advertising or describing the sponsorship of the program, state: "Sponsored by United States Department of Health and Human Services, Administration on Developmental Disabilities and the Florida Developmental Disabilities Council, Inc." together with its commonly used logo (Exhibit D) in all written or other visual format. The language and logo shall appear in a visible location, in the same size letters or type as the name of the organization.

Q. Final Invoice.

1. To submit the final invoice for payment to the Council not later than fifteen (15) days following termination of the contract or by the due date established in Attachment II, whichever occurs later. If the Provider fails to do so, all right to such payment is forfeited and the Council will not honor any requests submitted after the aforesaid time period.

R. Special Provisions.

1. Copyrights and Right to Data.

Where activities supported by this contract produce original writing, sound recording, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Council and the Department of Health and Human Services shall have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to authorize others acting on behalf of the Council to do so. The Provider is required to inform the FDDC task force manager of any copyrighted material that are going to be used and submit them to FDDC for approval. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, it will vest in the Council for the exclusive use and benefit of the Council. The Council retains the right, when the Provider signs the contract, to reproduce and distributed all copyrighted material (s) in perpetuity. The Council grants the Provider permission to use information from the contract for publication as long as the Council and the U.S. Department of Health and Human Services are acknowledged in accordance with Exhibit D. The Provider must seek written permission from the Council to change, alter, edit or revise original writing, sound recording, pictorial reproductions, drawings or other graphic representation and works of any similar nature, of Council approved materials.

Any and all articles, technical papers, symposium papers, web design materials, products or other documents (hereby referred as "materials") produced and/or developed under this contract, must have prior approval from the FDDC Program Manager and Communications Director of such "materials" before being printed, used, released, and/or distributed. This includes all aspects of the publicity before the "materials" are submitted for publication or presentation and before any publicity occurs. The

"materials" must also meet the specifications found elsewhere in this contract. All "materials" resulting from Council funding under this contract are property of the Council and the U.S. Department of Health and Human Services and shall bear the Council logo (Exhibit D) and sponsorship language as specified in Section P (See Section P, Sponsorship.)

2. Americans with Disabilities Act (ADA).

The ADA prohibits discrimination by public and private entities on the basis of disability in, among other things, employment, public accommodations, transportation, State and local government services, and in telecommunications. The Provider agrees to comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. ss. 12101 et seq., to the extent applicable, in fulfilling the terms of this contract.

3. Lobbying.

The Provider will comply with the provisions of ss. 11.062 and 216.347, Florida Statutes, relating to the expenditure of State funds for the purpose of lobbying the Legislature, the judicial branch or the executive branch; and will comply with 29 CFR, Part 93 and 45 CFR, Part 93, as applicable.

4. Human Rights Advocacy Committee (HRAC).

To the extent subject to HRAC oversight, the Provider will allow properly identified District HRAC members to fulfill their duties as set forth in s. 402.166 (7) and (8), Fla. Stat.

5. Grievance Process.

The Provider will establish a system through which individuals receiving services may present grievances about the operation of the service program.

6. Use of Volunteers.

The Provider will make maximum use of all available community resources including volunteers serving under the Domestic Volunteers Services Act of 1973 (P.L. 87-394) and other appropriate voluntary organizations. Volunteer time towards match is limited to no more than 5% of match provided.

7. Standards for Services and Construction of Facilities.

The Provider will ensure that the services and the facilities, building(s), and equipment used to provide services under this agreement meet the standards as specified in 45 CFR s. 1386.17, Standards for Services and Construction of Facilities. The Provider will also comply with those standards required by local fire and health authorities.

8. Human Rights.

The Provider assures that the human rights of all persons with developmental disabilities (especially those without familial protection) who are receiving treatment, services or habilitation under programs assisted under this title, will be protected consistent with P.L. 88-164, Title I, s. 110, as amended, 42 U.S.C. s. 6009, the federal Developmental Disabilities Assistance and Bill of Rights Act, and s. 393.13, Fla. Stat., Florida's Bill of Rights of Persons Who are Developmentally Disabled.

9. Reporting Requirements.

The Provider will submit to the Council's program manager all invoices, DDC Form 99-01 (Exhibit A), Report of Match Form, DDC Form 99-06 (Exhibit E), Budget Report (Exhibit H) and programmatic reports by the due dates specified in the Method of Payment, Attachment I, Section B.

10. Background Screening.

(a) The Provider agrees to comply with the intent of s. 393.067, Fla. Stat., providing for the fingerprinting and background screening of all employees coming into direct contact with minor children and persons with developmental disabilities. The Provider further agrees to ensure compliance by all subcontractors with the intent of s. 393.067, Fla. Stat., as to employees of the subcontractors who come into direct contact with minor children and persons with developmental disabilities.

(b) The Provider also acknowledges that the cost of processing fingerprints and the background screening, i.e. criminal record checks, shall be borne by the Provider or the Provider's subcontractor or the employee who is being screened, per s. 393.067, Fla. Stat.

11. Fifteen Day Grace Period.

If the deliverable and/or fiscal invoice are not submitted by the Provider to the Council's contract manager within 15 days from the deliverable and/or invoice due date, the Provider will receive a letter from the Council project manager stating that if the deliverable and/or invoice are not received within an additional 15 calendar days, the Provider will be in jeopardy of a five (5) percent reduction in payment for the deliverable and/or invoice and of the contract being terminated. A five (5) percent reduction in the payment for the deliverable and/or invoice may be applied for any deliverable and/or invoice not received within the additional 15 calendar days set forth in the letter to the Provider. A contract may be terminated, if after applying a five (5) percent reduction, a subsequent deliverable and/or invoice is not received within the additional 15 calendar days. This does not change contract provisions allowing for submission of final invoice as referenced in Section I, Paragraph Q, of this contract.

The 15-day grace period should only be used if there is a valid reason for the deliverable to be late. If a provider knows that the deliverable is going to be late, he/she must inform the Council program manager immediately in writing. The Council reserves the right to deduct five (5) percent from the deliverable payment for each late deliverable.

12. Public Entity Crime; Debarment; Suspension.

Section 287.133(2)(a), Fla. Stat., places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities in Florida which, for purposes of this contract, shall include the Council:

A person or affiliate who has been placed on the [State of Florida's] convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with

the public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Similarly, Federal regulations limit and restrict the ability of individuals or entities debarred or suspended by a Federal Agency from doing business with, or contracting for the use of federal funds with, the Council. See 29 CFR, Part 98; 45 CFR, Part 76.

The Provider shall comply with both the State and Federal statutory and rule requirements, as applicable.

13. Drug-Free Workplace.

The Provider agrees to provide a drug-free workplace, in accordance with both state and Federal statutes, rules and regulations.

14. File Specifications.

a. All materials produced through the support of the Council must be submitted to the Council in electronic form at the time of the project's final report, upon publication of any material printed for distribution, or no later than 30 days after the contract ends.

b. All materials must be saved and submitted in applications that run under Microsoft Windows. The materials must be submitted in one of the following file formats:

(1) Microsoft Word (all versions).doc, preferred;

(2) WordPerfect (all windows versions).wpd;

(3) PageMaker (Version 5 or higher).pm5, .pm6.

c. All bitmaps (i.e., photographs, scans, etc.), vector graphics and tables must be stored in the file or linked to the file. A copy of all bitmaps (i.e., .tif, .gif, .jpg, .bmp) used in the document must also be submitted. They should be in a separate subdirectory called "bitmaps" or "pix."

d. A copy of all related media files, including video (.avi, .mov) and audio (.wav) must also be submitted. They should be stored in a separate subdirectory called "media."

e. Materials may be stored on various media depending on size, including: 1.4 MB floppy, 100 MB Zip, 250 MB Zip, or CD-ROM.

15. Satisfactory Performance.

The Provider understands and agrees that satisfactory performance, as determined by the Council, on existing and past contracts with the Council may be a factor taken into consideration by the Council in the award of future contracts and the continuation of existing contracts.

16. Provider Responsibility for Office Equipment and Supplies.

The provider will be responsible for providing office space, furniture and computers, office supplies, telephone, fax, postage, copying, and routine clerical support as needed to carry out the provisions of this contract.

II. THE COUNCIL AGREES:

A. Contract Amount.

To pay for contracted services according to the conditions of Attachment I, in an amount not to exceed **[AMOUNT]** subject to the availability of funds. This contract amount includes **[AMOUNT]** in DD Council funding and an additional amount of **[AMOUNT]**, as the match to be provided by the Provider in accordance with the schedule set forth in the Report of Match Form, DD Form 99-06, (Exhibit E). The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment.

The Council has the right to inspect and approve goods, services and invoices. Invoices returned to a contractor due to preparation errors will result in a payment delay. Approved invoices will normally be paid within forty-five (45) days.

III. THE PROVIDER AND COUNCIL MUTUALLY AGREE:

A. Effective and Ending Dates.

This contract shall be effective on [START DATE], or the date on which the contract has been signed by both parties, whichever is later and shall end on [END DATE].

B. Definitions.

1. Best Practices.

As used in this contract, the term best practices refers to practice that is generally accepted as a successful intervention currently believed to improve consumer outcomes. Evidence-based practices are a type of best practice that has been established and supported by scientific evidence. The terms "best practice" and "evidence-based practice" are often used interchangeably.

2. Developmental Disability.

As used in this contract, the term developmental disability shall be defined in a manner consistent with the definition of the term in the federal Developmental Disabilities Assistance and Bill of Rights Act, 42 U.S.C. s. 6001(8).

3. Direct Services.

As used in this contract, the term direct service shall mean those services performed with the expenditure of federal developmental disabilities funds upon a person with a developmental disability, or a family member or guardian of such individual, which will enhance the support system for such person with a developmental disability.

4. Evidence-based Practice.

An evidence-based practice is an intervention for which there is consistent scientific evidence that it improves consumer outcomes.

C. Termination.

1. Termination at Will.

This contract may be terminated, without cause, by either party upon no less than thirty (30) calendar days notice, in writing, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds.

In the event funds to finance this contract become unavailable, the Council may terminate the contract upon no less than twenty-four (24) hours notice, in writing, to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Council shall be the final authority as to the availability of funds.

3. Termination for Breach.

This contract may be terminated by the Council for non-performance by the Provider upon no less than twenty-four (24) hours notice, in writing, to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Council's right to remedies at law or in equity, or to damages.

D. Governing Law.

This contract shall be governed by and construed in accordance with the laws of Florida. The venue for any legal action or other proceeding which might arise from this contract shall be Leon County, Florida.

E. Arbitration.

Any controversy or dispute which might arise between the Council and the Provider relating to this contract, its terms, or the enforcement thereof shall be settled by binding arbitration. The conduct of any such arbitration proceedings shall be in accordance with the Florida Arbitration Code, Ch. 682, Fla. Stat., except that the selection of an individual or individuals to serve as arbitrator shall be in the sole discretion of the Council.

F. Name, Mailing and Street Address of Payee.

1. The name (Provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

PROVIDER NAME
ADDRESS

2. The name of the contact person and street address where financial and administrative records are maintained:

CONTACT PERSON
ADDRESS

G. Renegotiation or Modification.

Modification or amendment of any provision of this contract shall only be valid when reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established and subsequently identified in the Council's operating budget.

H. Notice and Contact.

1. The name, address and telephone number of the program manager for the Council for this contract is:

PROGRAM MANAGER NAME
124 Marriott Drive, Suite 203
Tallahassee, FL 32301
(850) 488-4180

2. The name, address and telephone number of the representative of the Provider responsible for administration of the program(s) under this contract is:

PROVIDER NAME
ADDRESS
PHONE

3. Notwithstanding the renegotiation or modification requirements set forth in Section III, Paragraph G, of this contract, different representatives may be designated by either party after execution of this contract by providing notice of the name and address of the new representative, in writing, to the other party by certified mail, return receipt requested. Said written notification, or a copy thereof, shall be attached to the originals and shall thereafter become a part of this contract.

I. All Terms and Conditions Included.

This contract, together with its exhibits and its attachments as referenced, Attachment I, II, III and Exhibits A, B, C, D, E, F, G, H, I and J, contain all the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this XXX (XX) page contract, including its attachments, to be executed by their undersigned officials as duly authorized.

Provider: PROVIDER NAME

Florida Developmental Disabilities Council

Signed by:
Printed Name: PRINTED NAME

Title: TITLE

Date:

Federal ID# (or SSN): FED ID#

Provider Fiscal Year Ending Date: FY END
DATE

Signed by:
Printed Name: Debra Dowds

Title: Executive Director

Date: