

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES



Office of Civil Rights
INDEPENDENT CONSULTANT

REQUEST FOR PROPOSAL
RFP # 04B10DP1

COMMODITY CODE # 914-035

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SECTION 1: INTRODUCTION

1.1 STATEMENT OF NEED

The Florida Department of Children and Families (department or DCF), Office of Civil Rights is advertising this Request for Proposal to solicit a qualified Independent Consultant. The U.S. Department of Health and Human Services (HHS) Office of Civil Rights(OCR) has investigated several discrimination complaints against DCF. The complaints alleged that DCF failed to provide necessary auxiliary aids or qualified sign language interpreters to DCF Customers or their Companions (as defined in Sections 1.4.2.6 and 1.4.2.7 below) who are deaf or hard-of-hearing, in violation of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 C.F.R. Part 84 (Section 504) and the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (ADA). In 2010, the department and OCR entered into an Agreement (as defined in Section 1.4.2.2 below) under which the department has agreed to undertake remedial action to alleviate practices or procedures that may be in violation of Section 504 or the ADA.

1.2 STATEMENT OF PURPOSE

The Agreement, as defined in Section 1.4.2.2 below, requires the department to take measures designed to ensure that the department will provide auxiliary aids and services when necessary to ensure effective communication with deaf or hard-of-hearing Customers or their Companions.

As OCR found that DCF failed to remedy previous violation findings, the Agreement contains provisions designed to clarify when auxiliary aids and services must be provided and to ensure compliance by DCF with the agreed-upon measures. The Agreement takes into consideration DCF's organizational structure, diverse service delivery methods, and available resources to ensure statewide change.

The department anticipates that only one contract will be awarded as a result of this solicitation.

1.3 TERM OF AGREEMENT

The department intends to enter into one (1) contract as a result of this RFP. The anticipated start date of the resulting contract is July 1, 2010. The contract shall end on February 28, 2012.

1.4 DEFINITIONS

1.4.1 Contract Terms

Contract terms used in this document can be found in the department's Glossary of Contract Terms, which is hereby incorporated by reference and maintained at the following website: <http://ewas.dcf.state.fl.us/asc/glossary/glossary.asp>

1.4.1.1 The term "**Contract Manager**" shall mean the department employee, identified in the Standard Contract, Section III.E.3., responsible for enforcing the compliance with administrative and programmatic terms and conditions of the contract. The contract manager shall be the primary point of contact through which all contracting information flows between the department and the successful vendor. The contract manager is responsible for the day-to-day contract oversight, including approval of contract deliverables and invoices. All actions related to the resulting contract shall be initiated by or coordinated with the contract manager. See s. 402.7305, F.S.

1.4.1.2 The term "**Successful Vendor Representative**" shall mean the successful vendor's Director or equivalent executive leadership (if not a university) or Principal

Investigator (if a university), identified in the Standard Contract, Section III.E.4., who shall be the sole point of contact for the department's contract manager for all issues related to the resulting contract. The administration of the program responsibilities include, but are not limited to, submission of accurate and timely deliverables and reports, submission of accurate and timely invoices, management of the project to ensure that all the specified tasks and activities are thoroughly and timely completed, assignment and supervision of staff, participation in all conference calls, and on-site and off-site meetings with the contract manager.

1.4.2 Program or Service Specific Terms

1.4.2.1 The term "**ADA/Section 504 Coordinators**" shall mean all individuals charged with implementing the terms of the Agreement within DCF Administrative Offices and through DCF's network of Single-Point-of-Contacts within each DCF Direct Service Facility. As of the Effective Date of the Agreement, nine (9) DCF Civil Rights Officers at the state and regional levels serve as DCF's ADA/Section 504 Coordinators.

1.4.2.2 The term "**Agreement**" shall mean the January 26, 2010 Settlement Agreement between the Florida Department of Children and Families and the Office for Civil Rights of the U.S. Department of Health and Human Services, Region IV. The complete Agreement is available at the following website:

<http://www.hhs.gov/ocr/civilrights/activities/agreements/index.html>

or

<http://www.hhs.gov/news>

1.4.2.3 The term "**Aid-Essential Communication Situation**" shall mean any circumstance in which the importance, length, and complexity of the information being conveyed is such that the exchange of information between parties should be considered as Aid-Essential, meaning that the requested auxiliary aid or service is always provided.

1.4.2.4 The term "**Auxiliary Aids and Services**" includes, but is not limited to, qualified sign language or oral interpreters, note takers, computer-assisted real time transcription services, written materials, telephone handset amplifiers, assistive listening devices and systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, TTY/TDD, videotext displays, video interpreting services, or other effective methods of making aurally delivered materials available to individuals who are deaf or hard-of-hearing. See 45 C.F.R. § 84.52(d)(3) and 28 C.F.R. § 35.104.

1.4.2.5 The term "**Certified Interpreter**" shall mean a qualified interpreter who is certified by the National Registry of Interpreters for the Deaf or other national or state interpreter assessment and certification program.

1.4.2.6 The term "**Companion**" or "**Companions**" shall mean any individual who is deaf or hard-of-hearing and is one of the following: (a) a person whom the Customer indicates should communicate with DCF Personnel about the Customer, such as a person who participates in any treatment decision, a person who plays a role in communicating the Customer's needs, condition, history, or symptoms to DCF Personnel, or a person who helps the Customer act on the information, advice, or instructions provided by DCF Personnel; (b) a person legally authorized to make healthcare or legal decisions on behalf of the Customer; or (c) such other person with whom the DCF Personnel would ordinarily and regularly communicate about the Customer.

1.4.2.7 The term "**Customer**" or "**Customers**" shall be broadly construed to include any individual who is seeking or receiving services from DCF.

1.4.2.8 The term "**Independent Consultant**" shall mean the professional with whom DCF contracts to assist DCF to accomplish the terms of the Agreement. The expected qualifications of the preferred Independent Consultant are described in "Section 2 -

Qualifications" of the Position Description. DCF shall enter into a business associate agreement with the Independent Consultant to protect the privacy and security of protected health information as required by the Privacy and Security Rules, 45 C.F.R. §§ 160, 164, issued under the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. No. 104-191.

1.4.2.9 The term "**Qualified Interpreter,**" "**Sign Language Interpreter,**" "**Oral Interpreter,**" or "**Interpreter**" shall mean a person who is able to interpret competently, accurately, impartially and effectively, both receptively and expressively, using any specialized terminology necessary for effective communication with a deaf or hard-of-hearing Customer or Companion. Not all interpreters are qualified for all situations. For example, an interpreter who is qualified to interpret using American Sign Language is not necessarily qualified to interpret orally. In addition, someone who has rudimentary familiarity with sign language or finger spelling is not a qualified sign language interpreter under the Agreement. Likewise, someone who is fluent in sign language but who does not possess the ability to process spoken communication into proper signs or to observe someone else signing and change their signed or finger-spelled communication into spoken words is not a qualified sign language interpreter. A "Qualified Interpreter" may include a "relay interpreter" who has special skill and training in acting as an intermediary between a Customer or Companion and a sign language interpreter in instances when the interpreter cannot otherwise independently understand the Customer's or Companion's primary mode of communication.

1.4.2.10 The term "**Local Auxiliary Aids and Services Plan**" shall mean any policy or procedure developed in addition to or as a supplement of the DCF statewide policies and procedures to ensure effective communication for deaf or hard-of-hearing Customers or Companions that is limited to a specific geographic area within the state.

1.4.2.11 The term "**Parties**" shall mean DCF and OCR.

1.4.2.12 The term "**Position Description**" shall mean the department's "Florida DCF Office of Civil Rights Independent Consultant" position description approved by the OCR on March 1, 2010.

1.4.2.13 The term "**Substantial Compliance**" shall mean maintenance of compliance in a subject area or with the terms of the Agreement for a sustained period. With regard to an individual DCF Administrative Office, DCF Direct Service Facility, or DCF Contract Agency, Substantial Compliance in a subject area or with the terms of the Agreement is achieved if any violations are minor and are not systemic. On a systemic level, Substantial Compliance is achieved so long as when evaluating the State's compliance with the terms of the Agreement as a whole, any noted deviations from specific Agreement requirements do not frustrate the essential purposes of the Agreement.

1.4.2.14 The term "**Single-Point-of-Contact**" shall mean any individual charged with implementing the terms of the Agreement within each DCF Direct Service Facility and shall also mean any individual within each DCF Contract Agency charged with coordinating services to deaf and hard-of-hearing Customers and Companions according to their obligations under Section 504 and/or the ADA.

1.4.2.15 The terms "**TTY**" (**teletypewriter**) or "**TDD**" (**telecommunications device for deaf persons**) shall mean devices that are used with a telephone to communicate with persons who are deaf or hard-of-hearing or who have speech impairments by typing and reading communications.

SECTION 2: RFP PROCESS

2.1 CONTACT PERSON

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

Carolyn Dudley, Procurement Manager

Mailing Address:

Florida Department of Children and Families

Office of Civil Rights

1317 Winewood Blvd., Building 1, Room 110

Tallahassee, Florida 32399-0700

Email: carolyn_dudley@dcf.state.fl.us

2.2 LIMITATIONS ON CONTACTING DEPARTMENT PERSONNEL

2.2.1 All contact with the Procurement Manager identified in Section 2.1 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.

2.2.2 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 following the department's posting of the notice of intended award (excluding Saturdays, Sundays and state holidays) 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 Procurement Manager identified in Section 2.1 above. Any such contact by an affiliate, a person with a relevant business relationship with a potential vendor, an existing or potential subcontractor to a potential vendor, is assumed to be on behalf of a prospective vendor unless otherwise shown.

2.2.3 Violation of the provisions of Section 2.2.1 of this RFP will be grounds for rejecting a response, if determined by the department to be material in nature. A violation of 2.2.1 of this RFP is material in nature if the contact (oral, electronic or written): 1) is heard or read by a person, prior to the completion of that person's final duties under this RFP, which person is responsible for reviewing, evaluating, scoring, ranking or selecting vendors under this RFP, or for advising any such person; 2) which advocates for the selection of the potential vendor, the disqualification of any other potential vendor or the rejection of all bids, comments on the qualifications of any bidder or the responsiveness of any bid, presents additional information favorable to the potential vendor or adverse to another potential vendor or otherwise seeks to influence the outcome of this RFP; and 3) such contact may not be waived as a minor irregularity by virtue of the nature, intent and extent of the information conveyed. The foregoing does not preclude a determination by the department that other forms of contact are material violations of the provisions of this RFP.

2.2.4 All electronic and written communications as referred to in this Section 2.2 are subject to the public records law.

2.3 POSTING

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

Then:

1. Click on Search Advertisements
2. Under "Agency" select Department of Children and Families
3. Scroll down to the bottom of screen and click on "Initiate Search"

2.3.2 Clarifications or Addenda to the RFP. Information regarding any addenda to this RFP and copies of written departmental responses to questions resulting in clarifications or addenda to this RFP will be electronically posted at the VBS web address posted in Section 2.3.

2.3.3 It is the responsibility of prospective vendors to check the VBS for addenda or clarifications to this RFP.

2.4 VENDOR DISQUALIFICATION

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:

- (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;
- (2) Had a contract terminated by the department for cause; or
- (3) Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (Appendix IV) prior to contract execution.

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2.5 SCHEDULE OF EVENTS AND DEADLINES

ACTIVITY	DATE	TIME ¹	ADDRESS
RFP advertised and released on Vendor Bid System	04/26/2010	5:00 PM	Vendor Bid System (VBS): http://vbs.dms.state.fl.us - See Section 2.3 for instructions.
Submission of written inquiries must be received by:	05/10/2010	5:00 PM	FL Dept. of Children and Families Civil Rights; Bldg. 1, Rm 110 1317 Winewood Blvd. Tallahassee, FL 32399-0700 Contact: Carolyn Dudley
Anticipated department's response to inquiries	05/21/2010	5:00 PM	http://vbs.dms.state.fl.us
Sealed proposals must be received by the department	05/28/2010	12 Noon	FL Dept. of Children and Families Civil Rights; Bldg. 1, Rm 110 1317 Winewood Blvd. Tallahassee, FL 32399-0700 Contact: Carolyn Dudley
Opening of the proposals	05/28/2010	12:15 PM	FL Dept. of Children and Families Civil Rights; Bldg. 1, Rm 110 1317 Winewood Blvd. Tallahassee, FL 32399-0700 Contact: Carolyn Dudley
Meeting of department evaluators	06/01/2010	10:00 AM	FL Dept. of Children and Families Civil Rights; Bldg. 1, Rm 110 1317 Winewood Blvd. Tallahassee, FL 32399-0700 Contact: Carolyn Dudley
Debriefing Meeting of the department evaluators and ranking of the proposals	06/11/2010	10:00 AM	FL Dept. of Children and Families Civil Rights; Bldg. 1, Rm 110 1317 Winewood Blvd. Tallahassee, FL 32399-0700 Contact: Carolyn Dudley
Anticipated posting of Intended Contract Award	06/14/10	9:00 AM	http://vbs.dms.state.fl.us
Anticipated effective date of contract	07/01/10	N/A	

2.6 INQUIRIES

Prospective vendor questions will only be accepted if submitted in writing to the Procurement Manager specified in Section 2.1, via electronic mail, U.S. mail or other mail service and received on or before the date and time specified in Section 2.5, Schedule of Events and Deadlines. No questions will be accepted by facsimile or telephone.

Copies of the responses to all inquiries, and clarifications and/or addenda if made to the RFP, will be made available through electronic posting on the VBS website at: <http://vbs.dms.state.fl.us>.

¹All times are local time in Tallahassee, Florida.

Although the department may choose to use additional means of publicizing the results of this procurement, posting on the VBS is the only official notice recognized for the purpose of determining timeliness in the event of a protest.

2.7 RECEIPT AND REJECTION OF PROPOSALS AND WAIVER OF MINOR IRREGULARITIES

2.7.1 Proposal Deadline: Proposals must be received by the Procurement Manager no later than 12 Noon on May 28, 2010 at the address listed in the Schedule of Events and Deadlines. All methods of delivery or transmittal to the Procurement Manager shall remain the responsibility of the prospective vendor and the risk of non-receipt or delayed receipt shall be upon the prospective vendor. Any proposal submitted shall remain a valid offer for at least ninety (90) days after the proposal submission date. Except as provided in 2.7.3 below, no changes, modifications, or additions to the proposals submitted after the deadline for proposal opening has passed will be accepted by or be binding on the department.

2.7.2 Receipt Statement: 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 vendor by the department. The department will retain one unopened original for use in the event of a dispute.

2.7.3 Right to Reject or to Waive Minor Irregularities Statement: The department reserves the right to reject any and all replies or to waive minor irregularities when to do so would be in the best interest of the State of Florida. Minor irregularity is defined as a variation from the RFP terms and conditions which does not affect the price of the proposal, give the vendor an advantage or benefit not enjoyed by other vendors, or 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. In doing so the department may request a vendor to provide, and at the request of the department the vendor may provide to the department, additional materials to correct the irregularity. However, the department will not request and a vendor may not provide the department with additional materials that affect the price of the proposal, or give the vendor an advantage or benefit not enjoyed by other vendors.

The department reserves the right to withdraw this RFP, even after award, when to do so would be in the best interest of the State of Florida.

2.8 WITHDRAWAL OF PROPOSAL

A written request for withdrawal, signed by the vendor, may be considered if received by the department within 72 hours after the proposal opening time and date indicated in the Schedule of Events and Deadlines. A request received in accordance with this provision may be granted by the department upon proof of the impossibility to perform based upon an obvious error on the part of the vendor.

2.9 PROTEST OR DISPUTE

2.9.1 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.

2.9.1.1 With respect to a protest of the terms, conditions, and specifications contained in this solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, 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. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

2.9.1.2 When protesting a decision or intended decision, 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 s. 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 cashiers check, official bank check, or money order in the amount of the bond.

2.9.2 A notice of protest, formal protest, and bond are "filed," when received by the contact person listed in 2.1 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 NOTICE OF PROTEST OR FAILURE TO FILE A FORMAL WRITTEN PROTEST WITHIN THE TIME PRESCRIBED IN S. [120.57](#)(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIMEALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.**

SECTION 3: MINIMUM PROGRAMMATIC REQUIREMENTS

3.1 GENERAL STATEMENT

The Independent Consultant shall have expertise in compliance issues involving Section 504, the ADA, and deaf or hard-of-hearing persons. The Independent Consultant shall be responsible for coordinating the development, review, and approval of required policies, plans, forms, self-assessments, and reports.

3.2 PROGRAMMATIC AUTHORITY

Subsection 20.19(1)(c), F.S., Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 C.F.R. Part 84, the Title II of Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35, and Title VI of the 1964 Civil Rights Act 29 U.S.C. 794.

3.3 SCOPE OF SERVICE

Services shall be provided for the term of the contract. All tasks and activities shall be completed by February 28, 2012.

3.4 MAJOR PROGRAM GOALS

The **primary goal** of the department's Office of Civil Rights is to comply with all provisions of Section 504, Title II of the ADA and any regulations promulgated under those authorities.

3.5 MAJOR SERVICE COMPONENTS TASK LIST

The Independent Consultant shall perform the duties outlined in the Position Description (Appendix XVIII).

3.6 TASK LIMITS

The successful vendor is 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.

3.7 STAFFING LEVELS

- 3.7.1** The successful vendor shall ensure adequate program staffing for technical, administrative, and clerical support. The successful vendor shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities.
- 3.7.2** The staffing levels the vendor includes in the budget (Appendix VI) shall be sustained throughout the contract period. In the event the department determines that the successful vendor's staffing levels do not conform to those set forth in the budget, it will advise the successful vendor in writing, and the successful vendor shall have thirty (30) calendar days to remedy the identified staffing deficiencies.
- 3.7.3** The successful vendor shall replace, on the project, any employee 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.
- 3.7.4** The successful vendor shall meet the requirements detailed in the approved position description (Appendix XVIII).

3.8 STAFFING CHANGES

- 3.8.1** The successful vendor shall staff the project with key personnel identified in the vendor's proposal and funded either in whole or in part with funds from the resulting contract 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, a list of the proposed substitutions, the candidate's name, position title, starting date, recommended salary (not to exceed the amount associated with the position as referenced in Appendix XVIII, and cost allocation (if applicable). The successful vendor shall also submit a copy of the candidate's résumé or employment application. 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 written approval of the contract manager.
- 3.8.2** The successful vendor shall notify the contract manager, in writing, within fourteen (14) calendar days following the loss of a staff member funded by this contract in part or in whole.

3.9 SERVICE DELIVERY LOCATION

The successful vendor's administrative offices shall be located at the address specified in the Standard Contract, Section III.E.2.

3.10 CHANGES IN LOCATION

The successful vendor shall notify 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 or facsimile transmission.

3.11 SERVICE TIMES

- 3.11.1** Services shall be provided, at a minimum, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, local time at the service delivery location, except for state-recognized holidays.
- 3.11.2** Changes in service times and any additional holidays that the successful vendor wants to observe must be included in the proposal and approved in writing by the department.

3.12 DELIVERABLES

The tasks described in Section 3.5 shall be used to establish service units in any resulting contract. Deliverables will be further negotiated with the successful vendor.

3.13 RECORDS AND DOCUMENTATION

- 3.13.1** To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "Public records" as defined in section 119.011, F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by an interested person upon request as provided in Chapter 119.01(2)(f), F.S., or otherwise. It is expressly understood that the successful vendor's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract which results from this RFP which entitles the department to unilaterally cancel the contract agreement. The successful vendor will be required to promptly notify the department of any requests made for public records.
- 3.13.2** The successful vendor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful vendor further agrees to hold the department harmless from any claim or damage, including 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.
- 3.13.3** The successful vendor shall maintain all records required to be maintained pursuant to the 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.
- 3.13.4** Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP shall be retained by the successful vendor(s) agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation that may be based on the terms of this contract, at no additional cost to the department.
- 3.13.5** During the record retention period, the successful vendor agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the department's standard word processing format (currently Microsoft Word 6.0). Any changes required of the successful vendor will be at the expense of the successful vendor. Data files will be provided in a format readable by the department. At the end of the six (6) year retention period following the close of the last audit the successful vendor(s) must deliver the records to the department for further retention or destruction.

3.14 REPORTS

- 3.14.1** Where the 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, and HHS/OCR reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in any resulting contract.
- 3.14.2** The department, at its option, may allow additional time for the successful vendor to remedy the objections noted by the department, or the department may, after giving the successful vendor a reasonable opportunity to make a report adequate or acceptable to the department, declare the resulting contract to be in default.
- 3.14.3** The successful vendor shall submit electronic data, with the required data elements, to the Contract Manager no later than the 10th day of the month following service provision. The successful vendor shall provide additional reporting pertaining to the services rendered in the contract should the department determine this to be necessary. Failure to submit accurate and timely data will delay processing of reimbursements or result in the reduction in the amount of reimbursements.
- 3.14.4** If notified by the Contract Manager of reporting discrepancies, the successful vendor has three (3) business days from the date of notification of the errors to correct and return the electronic data. If discrepancies are reported by the successful vendor, the successful vendor shall correct and return the electronic data within three (3) business days of the notification. The successful vendor shall notify the contract manager when corrections are needed and again when corrections are completed. Following completion of data correction, the Independent Consultant will produce the official report the following business day. It is the successful vendor's responsibility to ensure that data are entered accurately and timely and that reports are acceptable and submitted timely. Continued inaccurate or late reporting of data and/or continued submission of unacceptable or late reports may result in corrective action and may require financial penalties and place the successful vendor in breach of contract as provided in Section III. B. 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.
- 3.14.5** The successful vendor shall deliver at a minimum the following reports:

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due	DCF Office
Compliance Report	As outlined in the Agreement	As outlined in the Agreement http://www.hhs.gov/ocr/civilrights/activities/agreements/index.html	3	Florida Department of Children and Families Building 2, Room 104 1317 Winewood Boulevard Tallahassee, FL 32399-0700 Contact: Jeff McLemore
Action Plan	As outlined in the Agreement	As outlined in the Agreement http://www.hhs.gov/ocr/civilrights/activities/agreements/index.html	3	Florida Department of Children and Families Building 2, Room 104 1317 Winewood Boulevard Tallahassee, FL 32399-0700 Contact: Jeff McLemore

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due	DCF Office
Self-Assessment Plan	As outlined in the Agreement	As outlined in the Agreement http://www.hhs.gov/ocr/civilrights/activities/agreements/index.html	3	Florida Department of Children and Families Building 2, Room 104 1317 Winewood Boulevard Tallahassee, FL 32399-0700 Contact: Jeff McLemore
Training Plan	As outlined in the Agreement	As outlined in the Agreement http://www.hhs.gov/ocr/civilrights/activities/agreements/index.html	3	Florida Department of Children and Families Building 2, Room 104 1317 Winewood Boulevard Tallahassee, FL 32399-0700 Contact: Jeff McLemore
Monitoring Plan	As outlined in the Agreement	As outlined in the Agreement http://www.hhs.gov/ocr/civilrights/activities/agreements/index.html	3	Florida Department of Children and Families Building 2, Room 104 1317 Winewood Boulevard Tallahassee, FL 32399-0700 Contact: Jeff McLemore

NOTE: Contract managers will furnish the report formats and instructions to the successful vendor.

3.14.6 The successful vendor shall provide additional reports, if this is determined to be necessary by the department.

3.15 PERFORMANCE MEASURES

3.15.1 100% of reports shall be submitted by the due date required in Section 3.14, Reports and shall be in a format and quality level that is acceptable by the department.

3.15.2 100% of invoices shall be submitted by the due date required in Section 4.4, Invoicing and Payment of Invoices.

3.15.3 The department may negotiate higher minimum acceptable performance standards for the specified performance measures as well as additional measures.

3.16 PERFORMANCE EVALUATION METHODOLOGY

3.16.1 Reports –Percentage shall be calculated by dividing the total number of Reports received on or before the required due date, and are determined by the department to be in an acceptable format and quality, by the total number of Reports received.

3.16.2 Invoice – Percentage shall be calculated by dividing the total number of Invoices received on or before the required due date by the total number of reports received.

3.16.3 By execution of the 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 such contract. If the successful vendor fails to meet these standards, the department, in concurrence with HHS/OCR, 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 with the successful vendor. The department has the sole authority to determine whether there are extenuating or mitigating circumstances.

3.17 SAFEGUARDS REGARDING THE USE AND DISCLOSURE OF CLIENT DATA

Health Insurance Portability and Accountability Act. If required by 45 CFR Parts 160, 162, and 164, the provisions of 45 CFR 164.504(e)(2)(ii) shall apply.

3.18 VENDOR RESPONSIBILITIES

The successful vendor is solely and uniquely responsible for the satisfactory performance of the tasks described in this RFP. Submission of a proposal signifies acceptance by the successful vendor that it accepts all departmental requirements, terms and conditions in this RFP and in the department's Standard Contract and attachments. The department's Standard Contract is available as a separate document on the Vendor Bid System along with the advertisement for this RFP. By execution of the resulting contract, the successful vendor recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance thereof.

3.19 DEPARTMENT OBLIGATIONS

3.19.1 Upon written request to the contract manager and when deemed necessary by the department, the department agrees to provide technical assistance concerning the terms and conditions of the resulting contract.

3.19.2 The department's failure to provide such technical assistance does not relieve the successful vendor of its responsibilities to ensure compliance with all state and federal laws, rules, and regulations or performance under the terms of the resulting contract.

3.20 DEPARTMENT DETERMINATIONS

3.20.1 The department has reserved the exclusive right to make certain determinations in these specifications. The absence of the department setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement. The department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients who are served by the department either directly or through any one of its contracted providers.

3.20.2 The department has the final authority in:

3.20.2.1 Determining the successful vendor;

3.20.2.2 Determining the number and type of services that will be rendered by the successful vendor;

3.20.2.3 Determining the contract funding;

3.20.2.4 Determining the adequacy and availability of the successful vendor's records;

3.20.2.5 Approving the quality and acceptability of service deliverables;

3.20.2.6 The acceptability of criteria defining all service units;

3.20.2.7 All decisions involving availability of program funding; and

3.20.2.8 All matters of payment withheld due to duplication of services and late data entry.

3.21 MONITORING REQUIREMENTS

3.21.1 The successful vendor will be monitored in accordance with Children and Families Operating Procedure 75-8 (CFOP 75-8), Contract Monitoring Operating Procedures, a copy of which may be obtained from the contact person listed in Section 2.1.

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

3.22 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) working 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) working 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.

SECTION 4: FINANCIAL SPECIFICATIONS

4.1 FUNDING SOURCE

The anticipated funding sources for the resulting contract are General Revenue and Federal Grants Trust Fund.

4.2 COST PROPOSAL

The vendor must submit a detailed Cost Proposal. Instructions for submitting the Cost Proposal are in this Section 4.2.

4.2.1 Budget and Allowable Costs. Prospective vendors shall submit a line item budget (as detailed in the Project Budget Summary, Appendix VI) and a complete budget narrative (Appendix VI) that displays proposed total costs for the entire proposed contract period (20 months) with specific breakouts by each state fiscal year.

4.2.1.1 In the case of an award of a cost reimbursement contract the successful vendor shall submit a revised budget to the department's contract manager for review and approval prior to shifting funds between line items.(Notes reflect to be removed).

4.2.1.2 In the case of an award of a fixed price contract, the successful vendor shall submit a revised budget to the department's contract manager for review and approval prior to shifting funds between line items.

4.2.1.3 The vendor must include only those costs identified as allowable costs in accordance with the appropriate Office of Management and Budget (OMB) Circular (A-87 for governmental agencies, A-122 for nonprofit organizations, or A-21 for educational institutions).

4.2.1.4 Administrative Costs, including any indirect costs that are administrative in nature, must not exceed 10% of the total operating costs of the proposed program budget.

4.2.2 Cost Allocation. The vendor's detailed Cost Proposal must include a Proposed Cost Allocation Plan (Appendix VII) for each year of the contract which identifies the distribution of costs between the proposed services and any other programs operated by the vendor and which identifies by line item any cost in the proposed budget which will be charged at less than 100 percent to the proposed service. The vendor's Cost Allocation Plan must include any indirect costs included in the Cost Proposal, the indirect rate and the allocation methodology used to determine the indirect rate.

4.3 FINANCIAL STABILITY

To demonstrate financial stability and capability, the vendor shall submit copies of their independent financial and compliance audit reports and/or certified financial statements for the three most recent fiscal years. The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding re-issued audit components. If the vendor does not have audit reports for the three most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's report shall be submitted. A newly created entity shall submit the requested financial reports from each of the founding collaborative partners.

4.4 INVOICING AND PAYMENT OF INVOICES

4.4.1 The resulting contract will be a Fixed Price 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.

4.4.2 The total estimated dollar range for the contract resulting from this RFP is \$180,000.00, subject to the availability of funds.

Comment [DP1]:

Comment [DP2]:

4.4.3 The 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. Advances may be made only to not-for-profit organizations or governmental agencies. Advances may be made on a monthly basis up to the first three (3) months of the contract. Advances may not exceed the cash needs of the successful vendor during the first three (3) months of a twelve (12) month period. Detailed documentation justifying cash needs for advances are required.

4.4.4 Fixed Rate Price Contract Invoice Requirements:

4.4.4.1 All reimbursements under the fixed price contract awarded as a result of this RFP are associated with completion of one (1) or more of the service units defined in Section 3.5.

4.4.4.2 The successful vendor shall submit a properly completed invoice that will reflect the deliverables as outlined in the Agreement.

4.4.5 For a fixed rate contract awarded as a result of this RFP:

4.4.5.1 The successful vendor shall submit an actual expenditure report by detailed line item to the department's contract manager 45 days following each quarter of service delivery. The actual expenditure report may be used to negotiate service unit rate in future contracts and/or to amend the current contract service unit fees.

4.4.5.2 If the expenditure report submitted at the end of the contract identifies any unearned income, the successful vendor may be directed to return funds to the department.(Notes indicate to be deleted).

SECTION 5: INSTRUCTIONS TO PROSPECTIVE VENDORS TO THE RFP

5.1 FORM PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

The PUR 1001 is part of this RFP, and contains instructions explaining the RFP process and the actions necessary to respond to this RFP. This RFP contains additional materials and guidance. The terms and conditions of the RFP take precedence over the terms and conditions of the PUR 1001 form unless the contradictory term in the form is statutorily required. Vendors are not required to sign and return the PUR 1001 form with their response to this RFP. By submitting a proposal, vendors agree to comply with all terms and conditions of this RFP. Failure to comply with all terms and conditions shall be grounds for rejecting the response. The PUR 1001 form is available at: <http://dms.myflorida.com/index.php/content/download/1907/8062/version/9/file/1001.doc>.

5.2 PUBLIC RECORDS AND TRADE SECRETS

5.2.1 These provisions apply in lieu of Section 18 of PUR 1001. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim of confidentiality for any information contained in a vendor's response to this solicitation will be waived upon opening of the response by the department, unless the claimed confidential information is submitted in accordance with this Section 8.4. This waiver includes any information included in other portions of the vendor's response.

5.2.2 If the vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise 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 clearly labeled **"Attachment to Request for Proposal, Number RFP # 04B10DP1 — Confidential Material."** Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the response, 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. The separately bound document or documents must contain a signed written statement identifying the specific statutes and facts that authorize exemption of the information from the Public Records Law and agreeing to all terms of this Section 8.4 of this RFP.

Comment [DP3]: Will Insert once received for final review.

5.2.3 In response to any notice by the department that a public records request encompasses any portion of the separately bound material, the vendor shall promptly provide the department with a redacted version of the separately bound material 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 exclude or obliterate only those exact portions that are claimed confidential, proprietary, 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.

5.2.4 The department is not obligated to agree with the vendor's claim of exemption and the vendor shall 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 shall protect, defend, and indemnify, including attorneys fees and costs, the department for any and all claims and litigation (including litigation initiated by the department) arising from or relating to the vendor's claim that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

5.3 COST OF PREPARATION OF PROPOSAL

By submitting a proposal, a proposer agrees that the department is not liable for any costs incurred by a prospective vendor in responding to this Request for Proposal.

5.4 HOW TO SUBMIT A PROPOSAL

- 5.4.1** All proposals must be received by the Procurement Manager identified in Section 2.1, by the deadline, and at the location set forth in Section 2.5, Schedule of Events and Deadlines.
- 5.4.2** Facsimile or electronic transmissions of proposals will not be accepted. The vendor may choose the appropriate means for delivery, and is responsible for receipt of the proposal by the Procurement Manager at the address listed in Section 2.1 by the date and time indicated in Section 2.5. Late proposals will not be evaluated.
- 5.4.3** 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 on or before the due date as specified in Section 2.5, Schedule of Events and Deadlines.
- 5.4.4** **Number of copies required.** One (1) original and four (4) copies of the Programmatic Proposal, one (1) original and three (3) copies of the Cost Proposal, and three (3) copies of the Financial Stability Documentation are required. The original copy of both the Programmatic Proposal and the Cost Proposal submitted to the department must contain an original signature of an official who is authorized to bind the vendor to their proposal. Five (5) copies of compact disc versions, each containing all three parts of the proposal (programmatic, cost, and financial stability), identical to the hard copies, must also be submitted with the hard copies (see Section 5.5.4 for formatting instructions).
- 5.4.5** The original and each copy of the Programmatic Proposal, the Cost Proposal, the Financial Stability Documentation, 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, the prospective vendor's name, and identification of enclosed documents. The original proposal must be clearly marked as such, and the copies identified and numbered (i.e., original, copy #1 of 3, etc).
- 5.4.6** All individually sealed envelopes must be placed in an appropriate sealed mailing container. Clearly mark the exterior of the mailing container "Proposal in Response to RFP # 04B10DP1".

5.5 RESPONSE FORMAT

The prospective vendors will provide thorough and specific responses in the Programmatic Proposal for how they propose to meet each of the minimum programmatic requirements as specified in Section 5.8 of this RFP, and must include all the documentation required in Section 5.13 in a separate Cost Proposal, as well as the separate Financial Stability Documentation required in Section 5.14.

Vendor proposals must follow the format described below:

- 5.5.1** 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.
- 5.5.2** The proposal should be prepared concisely and economically, providing a straightforward description of services to be provided and capability to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. For the purpose of this section, the terms "shall", "will" and "must" are

intended to identify items that are required to be submitted as part of the proposal. Failure to comply may result in the proposal being rejected at the department's discretion.

- 5.5.3** 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 Section 5.8 through Section 5.13 for the programmatic section of the proposal, Section 5.13 for the separately bound cost section of the proposal, and 5.14 bound separately for the Financial Stability Documentation.
- 5.5.4 Compact Disc Format.** Compact discs required by Section 5.4.4 shall have labels containing the Request for Proposal title and number, the prospective vendor's name, and identification of contents (Proposal). The electronic format 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.
- 5.5.5** References to any separately bound, supporting materials may be made. Any such references must be clear. Referenced documents must be numbered for ease of use and must be identified as such. References to supporting documents must include the document, page, and paragraph numbers. The department's evaluators will not be responsible for searching for relevant reference material.

5.6 TITLE PAGE

The first page of the proposal shall be a Title Page that contains the following information:

- 5.6.1** Department to which proposal is submitted;
- 5.6.2** Title of proposal;
- 5.6.3** Service area (County (ies)) for which proposal is being submitted;
- 5.6.4** RFP number;
- 5.6.5** Identification of enclosed documents;
- 5.6.6** Prospective vendor's name and federal tax identification number;
- 5.6.7** Name, title, telephone number and address of person who can respond to inquiries regarding the proposal; and
- 5.6.8** Name of program coordinator (if known).

5.7 VENDOR'S CROSS REFERENCE TABLE

Vendor proposals must include a cross-reference between the proposal and the RFP requirements in Section 5.7. Separate cross-reference tables must be developed for the Programmatic and Cost Proposals. 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:

SAMPLE RFP / PROPOSAL CROSS REFERENCE TABLE

RFP			PROPOSAL		
Page(s)	Sect/Part	Subject	Subject	Page(s)	Sect/Part
37	5.6	Title Page	Title Page		
38	5.8	Required Vendor's Statements and Certifications – Mandatory Requirements	Required Vendor's Statements and Certifications – Mandatory Requirements		
39	5.9	Response to Introduction, Scope of Service, and Goals	Response to Introduction, Scope of Service, and Goals		
40	5.10	Description of Approach To Performing Tasks	Description of Approach To Performing Tasks		

5.8 PROGRAMMATIC PROPOSAL – TAB 1: REQUIRED VENDOR'S STATEMENTS AND CERTIFICATIONS – MANDATORY REQUIREMENTS

- 5.8.1 Response to RFP Mandatory Requirements.** The mandatory requirements are described on the RFP Rating Sheet (Appendix I). Failure to comply with **each and every** mandatory requirement will render a proposal non-responsive and ineligible for further evaluation.
- 5.8.2 Acceptance of Contract Terms and Conditions.** The proposal must include a signed statement in response to the RFP indicating acceptance of the terms and conditions governing the provision of services as specified in the RFP and contained in the resulting contract. (Appendix I)
- 5.8.3 Statement of No Involvement.** The proposal must include a signed statement indicating that neither the prospective vendor nor any person with an interest in the firm had been awarded a contract by the Department of Children and Families on a noncompetitive basis to perform a feasibility study concerning the scope of work contained in this Solicitation, or participated in drafting this Solicitation, or developed a program for future implementation with specific subject matter contained in this Solicitation. (Appendix I)
- 5.8.4 Conflict of Interest Statement (Non-Collusion).** The proposal must include a signed statement indicating that the proposal is made without collusion with any other party (Appendix I).
- 5.8.5 Proof of Signature Authority.** The proposal must include a signed statement indicating the name of the individual, if the vendor is a sole proprietorship, or individual representative of the vendor agency who is authorized to sign the RFP, accompanied by, if applicable, a delegation of signature authority letter or corporate resolution. (Appendix I)
- 5.8.6 Drug-Free Workplace.** The proposal must include a signed copy of the Certification of a Drug-Free Workplace Program with their proposal. (Appendix II).

- 5.8.7 Certification Regarding Debarment.** The proposal must include a completed and signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (Appendix III).
- 5.8.8 Certification Regarding Lobbying.** The proposal must include a completed and signed copy of the Certification Regarding Lobbying (Appendix IV).
- 5.8.9 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, and limited partnerships must supply a current Certificate of Status from the Florida Department of State's office. 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." General Partnerships and limited liability partnerships must furnish evidence of registration with the Florida Department of State. 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.
- 5.8.10 Liability Insurance Coverage.** The proposal must include a copy of the vendor's verification of Liability Insurance Coverage as provided in Section I. Paragraph G 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.
- 5.8.11 Vendor Registration in MyFloridaMarketPlace.** To comply with Rule 60A-1.030, Florida Administrative Code (F.A.C.), each successful vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012 F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1030(3), F.A.C., in order to be paid. Information about the registration process is available, and registration may be completed, at <http://myfloridamarketplace.com>. All vendors are responsible for submitting evidence of registration, or proof of exemption by Rule from registration, with any response to a Request for Proposal.

5.9 PROGRAMMATIC PROPOSAL – TAB 2: RESPONSE TO INTRODUCTION, SCOPE OF SERVICE, AND GOALS

The proposal must provide a brief narrative that documents the vendor's understanding of the needs, purpose, scope, and goals for the project as presented in this Request for Proposal. This section should cover the requirements described in this RFP's Sections 1 through 4.

- 5.9.1 Statement of Need.** Provide a brief explanation describing the need for services required in this RFP. Demonstrate an understanding of the need for the services the project will provide and the effects of resulting outcomes.
- 5.9.2 Major Program Goal.** Provide an overview of the project's service delivery model and how the project will attain and support the state's primary goals.
- 5.9.3 Service Area.** The following shall be addressed:
- 5.9.3.1** Describe the geographic area in which the organization is currently operational and the proposed location for this initiative.
- 5.9.3.2** Describe where service site(s) are located.

5.10 PROGRAMMATIC PROPOSAL – TAB 3: DESCRIPTION OF APPROACH TO PERFORMING TASKS

The proposal must explicitly describe the vendor's approach to performing the tasks described in Sections 1 through 4, including what will be done to meet the department's detailed requirements.

5.10.1 Preparation.

5.10.1.1 Technical Assistance Requirement. Describe how the vendor will ensure that the program complies with the requirements. Demonstrate the vendor's knowledge of these requirements and provide an outline of how the required Plan will be completed on time.

5.10.1.2 Support Services. Describe the vendor's existing support services network; include a list of the current service providers and the services they provide in the network. Explain if any working agreements or subcontracts are currently in place or are planned to facilitate service provision for this project. Describe the vendor's successful history of collaboration with any of these support service providers, especially any working relationships with existing community resources for employment.

5.11 PROGRAMMATIC PROPOSAL – TAB 4: DESCRIPTION OF DELIVERABLES AND PERFORMANCE MEASURES

The proposal must describe how it will fulfill the requirements of Sections 1 through 4.

5.11.1 Services. The proposal must include a Service Presentation Table, which includes, at a minimum, the type of information included in Appendix VI-d. The vendor may change the types of services in the table dependent on the services it proposes to provide. The minimum number of services will be negotiated with the successful vendor(s). Provide a narrative describing the number of unduplicated clients that will be served for each period, how the numbers were determined, the vendor's past experience in achieving the proposed or similar services levels, and the project management/monitoring activities that will be used to ensure that the vendor will deliver the proposed level of services. Describe the vendor's ability to make adjustments to the program as client populations and needs fluctuate.

5.11.2 Performance Measures. The minimum acceptable performance measures for any contract resulting from this RFP will be proposed by the successful vendor and negotiated with the department to be included in the final contract. The vendor's proposal should include:

5.11.2.1 Proposed performance measures – preferably those which relate to improved outcomes;

5.11.2.2 The percent that can be achieved by the vendor for each performance measure;

5.11.2.3 How the vendor will monitor service delivery to ensure the required performance standards are met;

5.11.2.4 The vendor's experience tracking performance and improving program service delivery to ensure performance standards are met;

5.11.2.5 The vendor's method for collecting and analyzing data to ensure credible documentation of service delivery; and

5.11.2.6 Any historical evidence of the vendor's ability to meet the required performance standards.

5.11.2.7 The vendor shall propose minimum acceptable performance measures and standards in the format provided in the sample list in Sections 3.15 and 3.16. The department may negotiate higher performance standards and/or additional performance measures with the successful vendor.

5.11.3 Quality Improvement. Describe any quality improvement activities and initiatives the vendor will perform to ensure proper documentation and improved outcomes.

5.12 PROGRAMMATIC PROPOSAL – TAB 5: DESCRIPTION OF ORGANIZATIONAL CAPACITY

The proposal must describe how the vendor will meet the requirements of Sections 1 through 5.

5.12.1 Corporate Qualification. Provide a general overview of the purpose and activities of the organization. Describe the organization's history working with multicultural, multilingual client populations. Describe those attributes that make the organization capable of providing the proposed services to the targeted population. Are these services consistent with the mission statement of the organization?

5.12.2 Personnel.

5.12.2.1 Identify the number (indicate FTEs) and type of staff to be used to accomplish all of the tasks and other responsibilities under this RFP. Describe the rationale for the numbers and types of staff to be used. Provide an expected client caseload for all positions involved with direct services. Provide information about specific training staff will receive including cultural competence training and job-specific training. If this is a new project and staff are to be hired, provide a timetable for hiring and training.

5.12.2.2 Provide a job description for each staff person who will provide direct services. The job descriptions must include specific job functions; minimum educational, training, and experience requirements; salary range and individuals responsible for supervision and performance evaluations. Professional and paraprofessional staff shall be qualified, as detailed in the job description, in a field appropriate to the services being provided under the resulting contract.

5.12.2.3 Describe the cultural and linguistic background of staff in relation to the service population.

5.12.3 Management Information System Capability. Explain in detail the vendor's electronic management information systems capability that is necessary to complete all reporting requirements as outlined in Section 3.14. Outline any additional technological capabilities that may be beneficial to program performance. Describe any specialized technology, computer training, or capabilities personnel have that will assist in helping meet program requirements.

5.12.4 Organizational Chart. Provide an organizational chart for all areas of the organization, including a staff chart of personnel directly working for the project. Show the proposed project's relationship within the overall organization's structure. Identify supervisory staff within the organization that will have direct supervision over the proposed project. Provide the names of the members of the Board of Directors.

5.12.5 Previous Experience.

5.12.5.1 Describe the organization's previous experience in providing successful social services to this population. Emphasis shall be on experience during the previous five years. Include any experience in providing similar services and provide detailed information on how

5.12.5.2 Describe any previous successful program start-ups, including initiation, growth, expansion, and length of operation.

5.12.6 Past Audits and Reviews. Provide a summary of past audits, reviews, and monitoring results and the vendor's response to addressing issues revealed by them.

5.13 COST PROPOSAL INSTRUCTIONS

The vendor must submit a detailed Cost Proposal. The Cost Proposal must be submitted separately from the Programmatic Proposal and there must be no reference to the costs or the Cost Proposal in the Programmatic Proposal. Inclusion of any costs or pricing information in the Programmatic Proposal may result in the rejection of the proposal. The Cost Proposal must contain all the information required in Section 4.2.

5.13.1 Cost Proposal – Tab 1: Budget and Allowable Costs. The Cost Proposal must include a Line Item Budget and Narrative, prepared as instructed in Section 4 and in Appendix VI.

5.13.2 Cost Proposal – Tab 2: Cost Allocation. The Cost Proposal must include a Cost Allocation Plan, prepared as instructed in Section 4 and Appendix VII.

5.14 FINANCIAL STABILITY

The vendor must submit independent financial and compliance audit reports and/or certified financial statements as instructed in Section 4.3. This must be separately bound from the Programmatic and Cost Proposals.

SECTION 6: PROPOSAL EVALUATION AND AWARD

6.1 EVALUATION AND AWARD PROCESS

The department intends to award the contract to the responsible and responsive vendor or vendors whose proposal is determined by the Secretary or his designee to be the most advantageous to the state. The department's evaluators will develop a recommended ranking of all proposals determined to be responsive by the Procurement Manager. The Procurement Manager will provide the Secretary or his designee the recommended ranking of the department's evaluators, along with his or her report and recommendation for final action. The department will award the contract based on a final selection by the Secretary or his designee, who will consider the relative importance of price and other evaluation criteria set forth in Section 6.5.1 of this solicitation.

6.2 APPLICATION OF MANDATORY REQUIREMENTS

6.2.1 The Procurement Manager will examine each proposal to determine whether the proposal meets the Mandatory Requirements specified in Section 6.2. The Procurement Manager may also determine a proposal to be nonresponsive due to failure to adequately address key elements of the scope of work.

6.2.2 A proposal that fails to meet the Mandatory Requirements will be deemed nonresponsive. No points will be awarded for meeting the Mandatory Requirements.

6.3 RECOMMENDATION OF EVALUATORS

6.3.1 All proposals that meet the Mandatory Requirements and are determined to be otherwise responsive will then be evaluated using the following process:

6.3.1.1 The department's evaluators will evaluate and score each proposal in accordance with the instructions provided in Appendices IX through XVII.

6.3.1.2 The Procurement Manager will develop a ranking based on each vendor's Average Total Score (including any scores for price and financial

qualifications) in accordance with the instructions provided in Appendix IX. This ranking will serve as the recommended ranking of the department's evaluators.

- 6.3.1.3** If a proposal fails to obtain a minimum Average Score for the Programmatic Proposal of 89 under Appendices XI through XV, the Procurement Manager may recommend to the Secretary or his designee that such proposal be deemed ineligible for award due to the qualifications of the vendor or the quality of the proposal.

6.4 RECOMMENDATION OF THE PROCUREMENT MANAGER

After developing the recommended ranking per Section 6.3.1.2, the Procurement Manager will provide to the Secretary or his designee a report on proposals deemed nonresponsive and, as to those deemed responsive, the scores of the evaluators, each vendor's Average Total Score and the recommended ranking of the evaluators, along with a recommendation for final action, which may include a recommendation that one or more otherwise responsive proposals be deemed ineligible pursuant to the provisions of Section 6.3.1.3.

6.5 SELECTION AND AWARD

6.5.1 The contract will be awarded to the responsible and responsive vendor or vendors whose proposal(s) is (are) determined in writing by the Secretary or his designee to be the most advantageous to the State, taking into consideration the following criteria:

CRITERIA	RELATIVE VALUE
The vendor's experience and qualifications.	
The vendor's competence, capabilities, approach, and understanding of the need for the requested services.	
The vendor's competence, experience with, and understanding of the federal statutes and regulations applicable to this project.	
The vendor's experience and approach in monitoring and managing projects of a similar nature to this project.	
The vendor's ability to deliver service units and performance measures as required.	
The vendor's ability to deliver service units and performance measures within the financial parameters established by the vendor's cost proposal.	
The financial stability of the vendor.	
TOTAL	

The Secretary or his designee will make the selection of the vendor(s) for an intended award of the contract.

- 6.5.1.1** The selection and award by the Secretary or his designee will be based on the criteria set forth in Section 6.5.1 of this solicitation, taking into consideration the recommended ranking and the scoring by the evaluators and the report and recommendation of the Procurement Manager.
- 6.5.1.2** No scoring by the Secretary or his designee will be required in arriving at this selection and award, but the Secretary or his designee will consider the relative importance of price and other evaluation criteria set forth in Section 6.5.1 of this solicitation. The scoring and ranking by the evaluators shall serve as a recommendation only.
- 6.5.1.3** The Secretary or his designee will also make a determination as to whether to deem one or more respondents ineligible for award due to the qualifications of the vendor or the quality of the proposal.

6.5.2 The department will electronically post the intended award of the contract by the Secretary or his designee in accordance with the terms of this RFP.

6.5.3 The department reserves the right to reject any or all proposals received or to withdraw this RFP, even after award, if it is determined to be in the best interest of the department to do so.

6.6 IDENTICAL OR TIE RESPONSES

If the Secretary or his designee determines that two or more responses most advantageous to the State are equal with respect to all relevant considerations, including price, quality and service, the award will be made in accordance with Rule 60A-1.011, Florida Administrative Code and Section 295.187, Florida Statutes.

SECTION 7: THE DEPARTMENT'S RESERVED RIGHTS

7.1 THE DEPARTMENT RESERVES THE RIGHT TO:

7.1.1 Reject any or all proposals received or to withdraw this RFP, even after award, if it determines that doing so would be in the best interest of the department.

7.1.2 Award contracts for the services to two or more vendors instead of one.

7.1.3 Split the services and award contracts for different parts of the services to two or more vendors.

7.1.4 Award contracts for the services for different geographic areas of the state to two or more vendors.

SECTION 8: CONTRACT PROVISIONS

8.1 CONTRACT ORDER OF PRECEDENCE

The terms and conditions contained in this RFP document constitute the basis for this procurement and any resulting contract. This RFP and the accepted proposal will become part of any agreement between the parties. The department's contract manager will be responsible for rendering decisions in matters of interpretation on all terms and conditions.

Any ambiguity or inconsistency among those documents shall be resolved by applying the following order of precedence:

- (1) Contract document, including any amendments;
- (2) The RFP and its appendices, including any addenda;
- (3) PUR forms 1000 and 1001; and
- (4) The vendor's proposal submitted in response to the RFP.

8.2 STANDARD CONTRACT

The department's Standard Contract contains additional general contract terms and conditions required by the department for all providers. The department's Standard Contract is available as a separate document on the Vendor Bid System along with the advertisement for this RFP.

8.3 ATTACHMENT I

8.3.1 Attachment I contains additional contract terms and conditions which may be required of the successful vendor. It will be inserted into the contract after all terms and conditions have been determined. All appropriate clauses will be included at that time.

8.3.2 Special Provisions

8.3.2.1 Support to the Deaf or Hard-of-Hearing

(1) The provider and its partners, subcontractors, and agents shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504) and the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA).

(2) The provider shall, if the provider or any of its partners, subcontractors, or agents employs 15 or more employees, designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA. The name and contact information for the provider's Single-Point-of-Contact shall be furnished to the department's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.

(3) The provider shall, within 30 days of the effective date of this requirement, contractually require that its partners, subcontractors and agents comply with section 504 and the ADA. A Single-Point-of-Contact shall be required for each partner, subcontractor or agent that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.

(4) The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated compliance with Section 504 and the ADA. Further, employees of providers, its partners, subcontractors, and agents with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504 and the ADA. This attestation shall be maintained in the employee's personnel file.

(5) The provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately, but not later than March 12, 2010, with respect to current providers (partners, subcontractors, and agents). The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>.

(6) The provider and its partners, subcontractors, and agents shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The provider shall submit Compliance Reports monthly, not later than the 15th day of each month, to the department's Grant or Contract Manager. The provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

(7) If customers or companions are referred to other agencies, the provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

8.4 STATE OF FLORIDA FORM PUR 1000 - GENERAL CONTRACT CONDITIONS

The PUR 1000 contains standard contract terms and conditions that will be part of the contract that result from this RFP. In the event of any conflict between the PUR 1000 form and any terms or conditions in the Standard Contract or Attachment I, the terms and

conditions in the contract or attachment shall take precedence over the conflicting term in the PUR 1000. However, if the conflicting term in the PUR 1000 is required by any section of the Florida Statutes, the term contained in the PUR 1000 shall take precedence. The PUR 1000 form is available at: <http://dms.myflorida.com/index.php/content/download/1906/8059/version/9/file/1000.doc>.

8.5 MYFLORIDAMARKETPLACE (MFMP) TRANSACTION FEE

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), Florida Administrative Code. 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.

8.6 PUBLIC ENTITY CRIMES

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids, proposals, or replies 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 section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

VENDOR'S STATEMENTS AND CERTIFICATIONS

MANDATORY REQUIREMENTS

ANY ALTERATIONS TO THE CONTENTS OF THIS FORM SHALL RENDER THE PROPOSAL NON-RESPONSIVE AND INELIGIBLE FOR FURTHER EVALUATION

a. Acceptance of Contract Terms and Conditions	
I, _____, as an authorized representative of _____, (the Vendor) hereby submit this proposal in response to the Department of Children and Families' Request for Proposal, and agree that if awarded any contract as a result of the Department of Children and Families solicitation, the Vendor will comply with the requirements, terms, and conditions stated in the Request for Proposal and in the State of Florida, Department of Children and Families Standard Contract. In recognition thereof, the vendor's authorized representative has read, understood, and agrees to comply with, and 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. The Vendor's authorized representative hereby certifies, to the best of his or her knowledge, that the information contained in this proposal is true and correct.	
Type Name of Authorized Official:	Title:
Signature of Authorized Official:	Date:

b. Statement of No Involvement	
I, _____, as an authorized representative of _____, certify that no member of this firm or any person having interest in this firm has: 1. Been awarded a contract that was procured using procedures other than those described in s. 287.057 (1-5), F.S., to perform a feasibility study of the potential implementation of a subsequent contract to support this project; 2. Participated in drafting of a solicitation for this specific project; or 3. Developed a program for future implementation of this project.	
Type Name of Authorized Official:	Title:
Signature of Authorized Official:	Date:

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c. Conflict of Interest Statement (Non-Collusion)

I hereby certify, that all persons, companies, or parties interested in the Request for 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 vendor to the provisions of this proposal.

Type Name of Authorized Representative:

Title:

Signature of Authorized Representative:

Date:

d. Proof of Signature Authority

The department must receive proof that the person signing this proposal is authorized to do so:

If the submitting vendor is an individual signing on his/her own behalf, no further proof is required.

If the submitting vendor is a limited liability organization, this proposal shall include a copy of the organizational documents establishing the signing authority of the signer.

If the submitting vendor is a corporation, this proposal shall include proof of signature authority **if someone signs the proposal other than the President of the corporation**. If the signer is someone other than the President, this proof shall be one of the following:

1. A written statement by the President delegating authority to a particular person; or
2. A copy of the entity's by-laws reflecting signature authority to a particular position; or
3. A copy of the Board of Directors' meeting minutes that documents delegation of signature authority to a particular person or position; or
4. A Certificate of Incumbency issued by the corporation's Secretary.

If delegating signature authority, please complete below and include the above requested document(s).

Type Name of President:

Signature of President:

Date:

Type Title of Person to Whom Signature Authority is Delegated:

Type Name of Person to Whom Signature Authority is Delegated:

CERTIFICATION OF A DRUG-FREE WORKPLACE PROGRAM

I, _____, as an
authorized representative of _____
hereby certify that my agency currently maintains a drug-free workplace environment in accordance
with Chapter 287.087, F.S., and will continue to promote this policy through implementation of that
section.

Name of Authorized Official:

Title of Authorized Official:

Signature of Authorized Official:

Date: _____

**CERTIFICATION 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).

INSTRUCTIONS

- 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.
- 8 This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his 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 and Title of Authorized Signee

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 and Address of Organization

PROJECT BUDGET SUMMARY AND DETAIL INSTRUCTIONS

The project budget summary should display all costs that will be paid by the department for the delivery of services resulting from this RFP. Use the Project Budget Summary format and list the appropriate amounts for all line items that will be expended during the budget period. The format displays the suggested line items to be covered for this project, other line items may be added, if necessary. "Miscellaneous" and "Other" are not acceptable line items.

In addition to and in support of the Project Budget Summary, a detailed description must be provided for each line item displaying the methodology used to calculate the total for the line item. Documentation must show the percentage of costs being charged to the department, if the vendor has another source of income providing funding to this project. Items requiring **estimated** costs must be accompanied by sufficient documentation or explanation to support the estimation. An estimated number of units must be provided for each line item calculated using a unit rate x unit cost calculation. In addition;

- ☐ **Salaries** provided must be comparable with similar positions in the surrounding labor market and a job description must be provided for each position listed. Include the number of FTEs that will be funded in whole or in part by this project.
- ☐ **Fringe benefits** must display the calculation of costs, specifically the percentages or rates for each benefit being charged to this project.
- ☐ **Staff Travel** is reimbursed as specified by department travel policies and procedures in CFOP 40-1 and state statute (s. 112.061, F.S.).
- ☐ **Office expenses** should be based on prior history, a reasonable estimated monthly expense or written vendor policy.
- ☐ **Insurance** costs must provide sufficient documentation to explain the percentage of cost being charged to this project and/or the calculation of the cost and the insurance coverage being provided.
- ☐ **Financial audits** being covered in part or in whole with project funds must show the rate used to calculate this cost or the percentage of cost being allocated to this project.
- ☐ **Indirect costs** being charged to the project must show the percentage of funding required by the vendor to carry out the common or joint tasks covered by this line item. A summary of the expenditures covered by these funds is required.

PROJECT BUDGET SUMMARY

Provider Name

FFY (Insert Year) - (Insert Dates)

Budget Line Item		Line Item Totals	Category Total
<i>Personnel Category</i>			
A.	Personnel	\$ -	
B.	Fringe Benefits	\$ -	
<i>Total Personnel Category:</i>			\$ -
<i>Travel Category</i>			
C.	Staff Travel	\$ -	
<i>Total Travel Category:</i>			\$ -
<i>Expense Category</i>			
D.	Office Expenses		
1.	Postage/Shipping	\$ -	
2.	Copies/Printing	\$ -	
3.	Office Supplies	\$ -	
<i>Total Office Expenses:</i>			\$ -
E.	Insurance		
F.	Financial Audit	\$ -	
<i>Total Expense Category:</i>			\$ -
<i>Direct Costs Category</i>			
G.	Indirect Costs	____ % of Total Direct Costs	\$ -
<i>Subtotal Direct Costs:</i>			\$ -
<i>Total Project Budget</i>			\$ -

PROPOSED COST ALLOCATION PLAN

for the

(Insert) CONTRACT YEAR

Line Item	This Application	Funding Source A	Funding Source B	Funding Source C	Total
Personnel Category					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
Fringe Benefits					
Staff Travel					
Office Expenses					
Insurance					
Indirect Costs					
Total					

Note: Sample Format - Columns and rows can be added as needed.

MANDATORY REQUIREMENTS

If any of these criteria are not met, the response cannot be considered further.

If any responses are “no”, the proposal is disqualified from further evaluation.

Type or Print Vendor's Name (Agency):	
Type or Print Name of Department Reviewer (Person):	
Signature of Department Reviewer:	Date:
Type or Print Name of Department Witness:	
Signature of Department Witness:	Date:

(1) The proposal was received by the Procurement Manager by the time, date and at the location specified in this RFP.	☐ Yes	☐ No
(2) The proposal includes the following required Vendors Statements and Certifications:		
a. Signed Acceptance of Contract Terms and Conditions	☐ Yes	☐ No
b. Signed Statement of No Involvement	☐ Yes	☐ No
d. Signed Conflict of Interest Statement (Non-Collusion)	☐ Yes	☐ No
c. Signed Proof of Signature Authority	☐ Yes	☐ No
e. Signed Certification Regarding Drug-Free Workplace	☐ Yes	☐ No
f. Signed Certification Regarding Debarment	☐ Yes	☐ No
g. Signed Certification Regarding Lobbying	☐ Yes	☐ No
(3) The proposal includes a separate Programmatic Proposal as required by Sections 5.8-5.12.	☐ Yes	☐ No
(4) The proposal includes a separate Cost Proposal as required by Section 5.13.	☐ Yes	☐ No
(5) The proposal includes independent financial and compliance audit reports and/or certified financial statements for the three most recent fiscal years as required by Section 5.14.	☐ Yes	☐ No

INSTRUCTIONS TO EVALUATORS

The following instructions will be given to all evaluators at or contemporaneously with the initial meeting of the evaluators:

1. The department will appoint three or more persons to evaluate the proposals who collectively have experience and knowledge in the program areas and service requirements for the commodities or contractual services being sought by this solicitation and one person with an accounting background to evaluate the financial stability of the proposers. The evaluators, other than the financial stability evaluator, will not participate in the evaluation of the financial stability of the proposers and the evaluator of the financial stability of the proposers will not participate in the evaluation of the proposals other than the financial stability of the proposers.
2. The Procurement Manager, identified in Section 2.1 of this RFP, or that person's designee, will screen the proposals for mandatory requirements. This is done with another department employee looking on to prevent error. As a result, the Programmatic Proposals, which you will evaluate, have already met the mandatory requirements.
3. Each evaluator shall fill out a Conflict of Interest Certification.
4. The evaluators, other than the financial stability evaluator, shall evaluate Criteria 1-5 of Appendix XI through Appendix XV and the Cost Proposal on Appendix XVI. The financial stability evaluator shall only evaluate financial stability on the Appendix XVII, Rating Sheet for Financial Stability.
5. Prior to reviewing the proposals, each evaluator, other than the financial stability evaluator, will read the RFP and become familiar with all requirements.
6. Each evaluator must independently evaluate each proposal. Only the rating scale included in the RFP solicitation document and its explanation may be used in determining the score for each criterion and financial stability. Comparisons of one proposal to another are not permitted.
7. Proposals must be evaluated based upon the material within the proposal. You also may refer to the RFP which will be provided to you during or contemporaneously with the initial meeting. No additional information may be used. No group discussions of the relative merits of any proposal will be allowed.
8. It is the vendor's responsibility to present its proposal in a clear and understandable manner. You should not feel obligated to interpret responses to make them more valuable to the department.
9. Evaluators may request assistance in understanding evaluation criteria and proposal responses only from the Procurement Manager. Technical assistance, if needed, will be provided by the Procurement Manager to all evaluators, other than the financial stability evaluator, at the same time.

Programmatic Proposal

10. Make as many copies of Appendix X through Appendix XVII as there are vendors to carry out the following scoring process.
11. In filling out the RFP Rating Sheets in Appendix XI through XV, all raw scores for each consideration must be assigned utilizing the scoring range of 0 – 4, as indicated below.

Superior (4 points): Vendor demonstrated extensive competency, proven capabilities, and an outstanding approach to the delivery of services.

Good (3 points): Vendor demonstrated clear competency, consistent capability and a reasoned approach to the delivery of services.

Adequate (2 points): Vendor demonstrated fundamental competency, adequate capability and a basic approach to the delivery of services.

APPENDIX IX (cont)

- Poor (1 point):** Vendor demonstrated little competency, minimal capability and has not adequately addressed an approach to the delivery of services.
- Omitted (0 points):** Vendor has so poorly responded or has not responded at all, that a clear understanding of the response is not possible.
12. On the Appendix XI through XV Rating Sheets, record the score beside each consideration. Add the scores from all of the considerations related to that criterion and total the scores. Multiply the total by the **Weighted Value** for the criterion to calculate the **Total Weighted Score** for each criterion and insert it in the blank space for that purpose on the Rating Sheet for that criterion.
13. In the boxes in Appendix XI through Appendix XV marked "**References**", record the page number, section, and/or attachment number where the main information upon which you based your scores was found.
14. In the boxes in Appendix XI through XV marked "**Notes**", record short notes that will remind you of what you were thinking when you chose the numerical score for the considerations related to that criterion.
15. If you make an error, **do not erase**. Simply draw a single line through any errors or changes and write in your correct score, note, or reference.
16. Any fractional values or missing scores will be returned for scoring.
17. Insert the Total Weighted Score for each criterion for each vendor in the boxes for that purpose in each vendor's Rating Summary Sheet, Appendix X. Add all of the vendor's **Total Weighted Scores** to calculate the vendor's **Total Proposal Score** for the Programmatic Proposal and insert it in the box for that purpose in Appendix X.

Cost Proposal

18. In Appendix XVI, evaluators will follow the same instructions as for the Programmatic Proposal, except that there is only one criterion for the Cost Proposal. Raw scores must be assigned using the scoring range of 0 – 4, as indicated below:
- Superior (4 points):** Vendor demonstrated extensive skills and the sound financial planning needed to make the most effective use of funding available for the delivery of services under this contract.
- Good (3 points):** Vendor demonstrated better than average skills and the sound financial planning needed to make effective use of funding available for the delivery of services under this contract.
- Adequate (2 points):** Vendor demonstrated average skills and the sound financial planning needed to make an appropriate use of funding available for the delivery of services under this contract.
- Poor (1 point):** Vendor demonstrated below average skills or the financial planning lacks an understanding of appropriate use of funding available for the delivery of services under this contract.
- Omitted (0 points):** Vendor has so poorly responded or has not responded at all, that a clear evaluation of the response is not possible.

Financial Stability Criterion

19. The Financial Stability criterion will be evaluated by a separate and qualified evaluator to rate the financial stability and capability of each vendor. The financial stability evaluator shall add the scores from considerations a, b, and c on the first page of the Rating Sheet for Financial Stability

in Appendix XVII and assign the corresponding points on the second page of Appendix XVII according to the total of the scores on the first page of Appendix XVII. The financial stability evaluator shall total the points assigned on the second page of Appendix XVII to calculate the **Corresponding Score** and multiply the **Corresponding Score** by the **Weighted Value** to calculate a **Total Weighted Score**. The **Total Weighted Score** will be entered in the boxes for that purpose on the second page of Appendix XVII.

20. If you make an error, **do not erase**. Simply draw a single line through any errors or changes and write in your correct score, note, or reference.

Debriefing

21. Following completion of the independent evaluations of the proposals, the Procurement Manager will hold a debriefing meeting with evaluators, other than the financial stability evaluator, to record the evaluation scores. There will be discussion to ensure that each evaluator considered all of the relevant information in each proposal and each evaluator will have an opportunity to change their written scores if desired after the discussion. However, there will be no effort made to persuade you to change your score. No attempt will be made by the department or anyone else to influence the evaluator's scoring. If any attempt is made to do so the evaluator must immediately report that attempt to the Procurement Manager and, if the attempt is made by the Procurement Manager, to the Procurement Manager's supervisor.
22. All evaluators' proposal copies, RFP copies, and rating sheets will be turned in to the Procurement Manager at the end of the debriefing meeting. These documents will be filed with the procurement file.

Calculation of each Vendor's Average Total Score

23. All evaluators shall submit all Appendix XI through Appendix XVII Rating Sheets to the Procurement Manager.
24. The Procurement Manager will average the Programmatic Proposal **Total Proposal Scores** for each vendor, yielding that vendor's **Average Score for the Programmatic Proposal**.
25. The Procurement Manager will average the cost proposal **Total Weighted Scores** for each vendor received from all of the evaluators of the Cost Proposal, yielding that vendor's **Average Score for the Cost Proposal**.
26. The Procurement Manager will add the vendor's Average Score for the Programmatic Proposal, the vendor's Average Score for the Cost Proposal, and the vendor's **Financial Stability Total Weighted Score** yielding the vendor's **Average Total Score** for this RFP.

RATING SUMMARY SHEET

Vendor Name: _____

Evaluator Name: _____

Point Values for Programmatic Proposal

Criteria Number	Total Possible Score	Weighted Value	Maximum Points	Vendor's Total Weighted Score
1	36	2	72	
2	24	1.5	36	
3	8	1	8	
4	12	1.5	18	
5	8	1	8	
Total	Maximum	Points	142	
Total Proposal Score				

The maximum score for the Programmatic Proposal is **142** points.

The Average Score for the programmatic proposal must meet a minimum score of 89.

If the Average Score for the programmatic proposal does not meet the minimum score, the Procurement Manager may recommend that the vendor not be eligible for a contract award.

Point Values for Cost Proposal

Criterion Number	Total Possible Score	Weighted Value	Maximum Points	Vendor's Total Weighted Score
1	24	1	24	

The total possible score for the Cost Proposal is 24 points.

RATING SHEET FOR THE PROGRAMMATIC PROPOSAL

Vendor Name: _____

Evaluator Name: _____

Program Proposal	
Addressing RFP Sections: 3.7 and 3.8	
<u>CRITERION 1</u>	
How well does the proposal address the vendor's experience and qualifications as outlined in the qualifications section in Appendix XVIII?	
Considerations (Rate each consideration from 0 to 4).	
a.	Does the vendor possess a Masters Degree in Business or Public Administration, Social Sciences, or similar field, Juris Doctorate (J.D.) degree?
b.	Does the vendor possess a minimum of ten years experience in Title II ADA and Section 504 matters, particularly as these regulations impact service delivery to the deaf or hearing impaired community?
c.	Has the vendor achieved national expertise in compliance and enforcement issues involving Section 504, the ADA, and their application to deaf or hard of hearing persons?
d.	Has the vendor developed and conducted self-evaluations, transition plans, barrier removal plans, investigations and litigation?
e.	Has the vendor provided consultation, speaking and training services to public and private entities regarding Title II and III of the ADA and other disability-rights laws?
f.	Has the vendor engaged in activities where the privacy and security of protected health information as required by the Health Insurance Portability and Accountability Act (HIPAA)?
g.	Has the vendor participated on advisory boards, steering committees, or similar forums?
h.	Is the vendor familiar with state government's and contracted provider's responsibilities under civil rights laws and will be accustomed to working within a legislatively mandated budget?
i.	Has the vendor developed a comprehensive approach to compliance through alliances with experts?
(Possible = 36) Total: _____	
Weighted Value: _____ x 2	
(Total Possible = 72) TOTAL WEIGHTED SCORE: 	
REFERENCES:	
NOTES:	

RATING SHEET FOR THE PROGRAMMATIC PROPOSAL

Vendor Name: _____

Evaluator Name: _____

Program Proposal	
Addressing RFP Sections: 3.3 and 3.4	
<u>CRITERION 2</u>	
How well does the proposal demonstrate the vendor's competence, capabilities, approach, and understanding of the need for the services requested under this solicitation?	
Considerations (Rate each consideration from 0 to 4).	
a.	Did the response indicate a clear understanding of the department's goals?
b.	Did the proposal provide a realistic strategy for planning and coordinating the development, review, and approval of required policies, plans, forms, self-assessments, and reports?
c.	Did the proposal provide a realistic strategy detailing how the vendor will provide technical assistance and direction concerning the work to be accomplished, standards for acceptable work, and inspection of the quality and/or progress of work required for compliance?
d.	Did the proposal provide a realistic strategy in planning and providing oversight responsibilities to customers who are deaf or have hearing impairments?
e.	Did the proposal reflect the ability to document findings, conduct analysis, provide feedback, conduct interactive and constructive discussion as needed, and demonstrate a clear understanding of oversight and monitoring responsibilities?
f.	Did the response document historical experience providing services to the deaf or hard of hearing community?
(Possible = 24) Total:	
Weighted Value: x 1.5	
(Total Possible = 36) TOTAL WEIGHTED SCORE: 	
REFERENCES:	
NOTES:	

RATING SHEET FOR THE PROGRAMMATIC PROPOSAL

Vendor Name: _____
Evaluator Name: _____

Program Proposal	
Addressing RFP Sections: 3.1 and 3.2	
CRITERION 3	
How well does the proposal demonstrate the vendor's competence, experience with, and understanding of the federal statutes and regulations applicable to this project?	
Considerations (Rate each consideration from 0 to 4).	
a. Did the proposal provide evidence of an understanding of the Federal Civil Rights Statutes, specifically the American with Disabilities Act (ADA), and Section 504 of the 1973 Rehabilitation Act?	
b. Did the proposal reflect knowledge of the State of Florida Civil Rights Laws?	
(Possible = 8) Total:	
Weighted Value:	x 1
(Total Possible = 8) TOTAL WEIGHTED SCORE:	
REFERENCES:	
NOTES:	

RATING SHEET FOR THE PROGRAMMATIC PROPOSAL

Vendor Name: _____

Evaluator Name: _____

Program Proposal

Addressing RFP Sections: 3.1 and 3.5

CRITERION 4

How well does the proposal demonstrate the vendor's experience and approach in monitoring and managing projects of a similar nature to the project described in this solicitation?

Considerations (Rate each consideration from 0 to 4).

a.	Did the proposal provide evidence of being able to conduct monitorings for deaf or hard of hearing issues?	
b.	Did the proposal provide evidence of the ability to implement and oversee the planning assessment process, as well as evaluate the results of each assessment?	
c.	Did the proposal provide evidence of knowledge of the development and implementation of the required action plan?	

(Possible = 12) Total:

Weighted Value: x 1.5

(Total Possible = 18) **TOTAL WEIGHTED SCORE:****REFERENCES:****NOTES:**

RATING SHEET FOR THE PROGRAMMATIC PROPOSAL

Vendor Name: _____
Evaluator Name: _____

Program Proposal	
Addressing RFP Sections: 3.3, 3.5, 3.7, 3.14, 3.15, 3.16 and 3.18	
CRITERION 5	
How well does the proposal demonstrate the vendor's ability to deliver service units and performance measures that are required under this solicitation?	
Considerations (Rate each consideration from 0 to 4).	
a.	Did the proposal provide evidence of organizational capacity to perform this work within the required timeframes (i.e. are there sufficient resources available to ensure this work is a priority and will not be minimized against competing interests)?
b.	Did the proposal provide sufficient detail to ensure the ability to meet performance measures?
(Possible = 8) Total:	
Weighted Value: x 1	
(Total Possible = 8) TOTAL WEIGHTED SCORE:	
REFERENCES:	
NOTES:	

RATING SHEET FOR THE COST PROPOSAL

Vendor Name: _____

Evaluator Name: _____

Cost Proposal	
Addressing RFP Section 4.2	
<u>COST PROPOSAL</u>	
How well does the proposal demonstrate the vendor's ability to deliver service units and performance measures within the financial parameters established by the vendor's cost proposal.	
Considerations (Rate each consideration from 0 to 4).	
a. Did the vendor submit a line-item budget?	
b. Are only allowable expenses listed?	
c. Does the budget narrative explain the salary and benefits for all staff that will be covered under a contract?	
d. Does the budget narrative clearly provide justification for any travel expenditures?	
e. Does the proposal include any resources for staff training?	
f. Are all line items reasonably priced and necessary for the performance of this work?	
(Possible = 24) Total:	
Weighted Value:	x 1
(Total Possible = 24) TOTAL WEIGHTED SCORE:	
REFERENCES:	
NOTES:	

RATING SHEET FOR FINANCIAL STABILITY

Vendor Name: _____

Evaluator Name: _____

Financial Stability Addressing RFP Section 4.4	
<u>FINANCIAL STABILITY</u>	
Copies of vendors' independent financial and compliance audit reports and/or certified financial statements for the three most recent fiscal years. The copies should include all applicable financial statements, auditor's reports, management letters, and any corresponding re-issued audit components. If the vendor does not have audit reports for the three most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's report should be submitted. <u>A newly created entity should submit the requested financial reports from each of the founding collaborative partners.</u>	
Considerations: Please assign the point value achieved in each section below. The total score for sections a-c shall be used on the following Rating Sheet Summary Page for Financial Stability to assign the corresponding points.	
a)	<u>A Current Ratio</u> (Total Current Assets divided by Total Current Liabilities for the most recent year) 1.75 or greater 4 points 1.25 or greater, but less than 1.75 2 points Greater than 1.00 but less than 1.25 1 point Less than or equal to 1.00 0 points
b)	<u>Months of Working Capital</u> (Total Current Assets Less Total Current Liabilities for the most recent year divided by one twelfth of the total expenses for the year as of the date of the financial statement.) 1.75 or greater 4 points 1.25 or greater, but less than 1.75 2 points Greater than 0.80 but less than 1.25 1 point Less than or equal to 0.80 0 points
c)	<u>Independent Auditor's Report, Financial Statement Opinion</u> Financial Statements "present fairly..." 4 points Financial Statements "present fairly...except (minor)" 2 points Financial Statements "present fairly...except (major)" 1 point Unaudited Financial Statements presented 1 point Financial Statements "do not present fairly..." 0 points
ADDED SCORES:	

RATING SHEET SUMMARY PAGE FOR FINANCIAL STABILITY

Vendor Name: _____

Evaluator Name: _____

Procedure for determining a score for financial stability where two or more agencies have come together to create a new entity:

Score each agency's financial and compliance audits and/or certified financial statements, or where vendors were not subject to audit requirements, their financial statements, independently of the other agencies.

Once a score has been determined for each agency participating in the newly created entity, total their scores and divide by the number of participating agencies to arrive at an average score.

The averaged score derived from the preceding paragraph, is the final score that is to be recorded.

—From "Added Scores" section of previous page—

Financial Stability	
Addressing RFP Section 4.4	
<u>FINANCIAL STABILITY</u>	
Assign the scores below based on the total derived from the previous page.	
The vendor obtained a score of 10-12 on factors listed on the previous page.	4 points
The vendor obtained a score of 7-9 on factors listed on the previous page.	3 points
The vendor obtained a score of 4-6 on factors listed on the previous page.	2 points
The vendor obtained a score of 2-3 on factors listed on the previous page.	1 point
The vendor obtained a score of 0-1 on factors listed on the previous page.	0 points
Corresponding Score:	
Weighted Value:	x ____
(Total Possible = ____)	TOTAL WEIGHTED SCORE:

**Florida DCF Office of Civil Rights
Independent Consultant**

1. Overview of Position Responsibilities

The Independent Consultant is responsible for assisting the Florida Department of Children and Families (DCF) comply with the terms of the Settlement Agreement (Agreement), which DCF entered into with the U.S. Department of Health and Human Services (HHS), Office for Civil Rights (OCR), on January 26, 2010. The responsibilities of the Independent Consultant include, but are not limited to assisting DCF plan and coordinate the Department's civil rights responsibilities regarding service provision to Deaf or hard-of-hearing Customers and/or Companions. The Independent Consultant is responsible for coordinating the development, review, and approval of required policies, plans, forms, self-assessments, and reports. The Independent Consultant provides technical assistance and direction concerning the work to be accomplished, standards for acceptable work, and inspection of the quality and/or progress of work required for compliance. Additional responsibilities include preparing, maintaining and retaining compliance reports and related documents. Through monitoring, the Independent Consultant provides oversight and evaluation of DCF's efforts to implement the terms of the Agreement. The Independent Consultant coordinates and interacts with civil rights staff, an independent Advisory Committee, and others regarding Americans with Disabilities Act (ADA)/Section 504 compliance requirements.

2. Qualifications

- a. At minimum, the qualified candidate will have earned a Masters Degree in Business or Public Administration, Social Sciences, or similar field; a Juris Doctorate (J.D.) degree preferred.
- b. Possess a minimum of ten (10) years experience in Title II ADA and Section 504 matters, particularly as these regulations impact service delivery to the deaf or hard-of-hearing community. The ideal candidate will have:
 - (1) Achieved national expertise in compliance and enforcement issues involving Section 504, the ADA, and their application to deaf or hard of hearing persons;
 - (2) Developed and conducted self-evaluations, transition plans, barrier removal plans, investigations and litigation;
 - (3) Provided consultation, speaking and training services to public and private entities regarding Title II and III of the ADA and other disability-rights laws;
 - (4) Developed a comprehensive approach to compliance through alliances with experts;
 - (5) Engaged in activities where the privacy and security of protected health information is required by the Health Insurance Portability and Accountability Act (HIPAA); and
 - (6) Participated on advisory boards, steering committees, or similar forums.

- c. Additionally, the ideal candidate will be familiar with state governments' and contract providers' responsibilities under civil rights laws and will be accustomed to working within a legislatively mandated budget.

3. Deliverables

Pursuant to the Agreement, the Independent Consultant shall:

- a. Participate in Advisory Committee meetings as a non-voting member. Meetings to be held monthly for the first six (6) months and quarterly thereafter;
- b. Conduct minimum number of site visits pursuant to the Monitoring Plan;
- c. Plan, conduct and evaluate two statewide self-assessments of DCF, per specifications established by HHS OCR, monitor DCF's efforts to implement the terms of the Agreement, approve certain required documents and ensure their submittal to HHS OCR for final approval (Action Plan; Self-Assessment Plan and Tool, Advocate Survey Tool, Monitoring Plan, Training Plan, Policies and Procedures for Ensuring Effective Communication with Deaf or Hard-of-Hearing Customers or Companions (final version), Customer Grievance and Complaint Resolution Policy and Procedure (final version), Customer Communication Template, and Customer Feedback Form, and provide technical assistance to DCF Personnel as indicated in Paragraph D below.
- d. Assist DCF's Office of Civil Rights in planning, developing or creating:
 - (1) An Action Plan addressing all deliverables required pursuant to the Agreement and ensure all deliverables are met within approved timelines;
 - (2) A Customer Communication Template and Customer Feedback Form, to capture the needs and experiences of DCF Customers and/or Companions with hearing impairment who require auxiliary aids to access programs and services at DCF Direct Service Facilities and DCF Contract Agencies;
 - (3) A Self-Assessment Plan and Self-Assessment Tool to capture and record DCF Personnel's experiences and knowledge in provision of appropriate auxiliary aids to Customers and/or Companions with hearing impairment who access programs and services at DCF Direct Service Facilities and DCF Contract Agencies and assist DCF in evaluating the results of each assessment.
 - (4) An Advocate Survey Tool capturing the perspectives and experiences of organizations that advocate on behalf of deaf or hard-of-hearing customers or companions who access programs and services at DCF Direct Service Facilities and DCF contract agencies.
 - (5) A Training Plan and provide technical assistance regarding staff training;
 - (6) DCF policies and procedures for serving deaf or hard-of-hearing Customers and/or Companions, including customer grievance/complaint policies and procedures;
 - (7) A Monitoring Plan which details how the Independent Consultant will review the effectiveness of service provision by each DCF Administrative Office, each Direct

Service Facility, and relevant DCF Contract Agencies. The Plan will include what will be monitored, when monitoring will occur and how monitoring will be accomplished; number of site visits to be conducted; consistency of Local Auxiliary Aids Plans, compliance with requirement that qualified sign language or oral interpreters are available to provide services on a twenty-four (24) hour basis.

- e. Within six (6) months of contracting with DCF, complete an evaluation of DCF's initial statewide Self-Assessment and submit a written report of the evaluation detailing findings and recommendations to the DCF Secretary and to HHS OCR for monitoring purposes in accordance with the Agreement.
- f. Within twenty (20) months of contracting with DCF, complete an evaluation of DCF's second statewide Self-Assessment and submit a written report detailing findings and recommendations to the DCF Secretary and to HHS OCR for monitoring purposes in accordance with the Agreement.
- g. Assume responsibility for monitoring DCF's compliance with the terms of the Agreement. As monitor, the Independent Consultant shall:
 - (1) Provide oversight and evaluation of DCF's compliance with the terms of the Agreement;
 - (2) Provide general oversight of the ADA/Section 504 Coordinators for purposes of monitoring the Agreement;
 - (3) Ensure that training required by the Agreement is developed;
 - (4) Prepare, maintain, and retain reports and related documents and provide these to the DCF Secretary and to HHS OCR as required by the Agreement or as requested by OCR;
 - (5) Conduct or oversee a minimum number of on-site visits to DCF Administrative Offices and DCF Direct Service Facilities per year as specified in the Monitoring Plan. The on-site visits may be unannounced and shall involve the following:
 - (a) Interviews with deaf or hard-of-hearing Customers and/or Companions and/or advocates of deaf or hard-of-hearing Customers or Companions to determine if they were provided with appropriate auxiliary aids and services;
 - (b) Interviews with DCF Personnel to ensure they understand and implement DCF policy on auxiliary aids and services and any applicable Local Auxiliary Aids and Services Plan;
 - (c) Reviews of the auxiliary aids and services records and the case files of Customers and/or their Companions who request auxiliary aids and services;
 - (d) Comparative reviews of Local Auxiliary Aids and Services Plans, if applicable, for consistency with DCF policy and the Agreement;
 - (e) Confirmation that the signs and notices, which provide clear offers of no-cost assistance of appropriate auxiliary aids and services and include directions regarding how to request such aids and services, are posted in conspicuous

locations in DCF Administrative Offices, DCF Direct Service Facilities, and DCF Contract Agencies;

- (f) Compliance reports based on each on-site review detailing all areas of compliance and non-compliance and specifying any area where corrective action and technical assistance may be needed; and
- (g) Following on-site review, work with DCF Administrative Offices and DCF Direct Service Facilities as appropriate to create a corrective action plan.
- (h) At times provided within the Agreement, provide written Compliance Reports to the DCF Secretary and HHS OCR regarding the status of DCF's efforts to implement the terms of the Agreement. The Compliance Report shall include summarized data for each Direct Service Facility and a summary of all DCF Direct Service Facility Compliance Reports. The Compliance Report shall include data relevant to the Agreement, including, but not limited to, the following:
 - (1) The number of requests for qualified interpreters or other auxiliary aids and services received by DCF Personnel from deaf or hard-of-hearing Customers and/or Companions;
 - (2) The number of times a qualified interpreter or other appropriate auxiliary aid or service was provided by DCF Personnel;
 - (3) The number of times DCF Personnel denied a request for a qualified interpreter or other service for a non-Aid-Essential communication and the reason for the denial.
 - (4) The number of times DCF Personnel requested a qualified interpreter or other appropriate auxiliary aid or service and the interpreter or other auxiliary aid or service failed to appear or appeared beyond the two-hour window and the reasons for the failed or delayed appearance;
 - (5) The number of times DCF secured a qualified interpreter or other appropriate auxiliary aid or service for a deaf or hard-of-hearing Customer or Companion, and the Customer failed to appear or arrived late to a scheduled appointment, including the reasons for and impact of the failed or delayed appearance at the DCF Direct Service Facility, as it relates to provision of auxiliary aids and services (e.g., additional interpreter service fees).
 - (6) Updates on the Action Plan, Self-Assessment Plan, Training Plan, and Monitoring Plan that show all actions accomplished until all requirements are met; and
 - (7) A brief description of each complaint filed with DCF by deaf or hard-of-hearing Customers or Companions regarding provision of appropriate auxiliary aids and services and/or effective communication and an explanation as to how DCF resolved each matter, if DCF considers the matter resolved. If unresolved, include an estimate of when the matter will be resolved.

4. Timeframe

Timeframes established through the Agreement between HHS and DCF and as set forth in the Action Plan and Appendix A of the Agreement.