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# **Request for Proposal (RFP) for the FAAST South Regional Demonstration Center Project**

**RFP Number: 21-SRDC**

**Submit Proposals via Email to:**

**Whitney Doyle [wdoyle@faastinc.org](mailto:wdoyle@faastinc.org) AND  
Hannah Brock [hbrock@faastinc.org](mailto:hbrock@faastinc.org)**

**[www.faast.org](http://www.faast.org)**

**FLORIDA ALLIANCE FOR ASSISTIVE SERVICES AND TECHNOLOGY, INC.**  
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**SUBMIT TO:**  
**FLORIDA ALLIANCE FOR ASSISTIVE SERVICES AND TECHNOLOGY, INC. (FAAST)**  
via email to  
Whitney Doyle [wdoyle@faastinc.org](mailto:wdoyle@faastinc.org) AND Hannah Brock [hbrock@faastinc.org](mailto:hbrock@faastinc.org)

**RFP Number: #21-SRDC**

**South Contract Funding: \$54,462.68**

**For details on the RFP Proposal Schedule of Events & Deadlines, see Section 5, pages 30 – 32.**

**RELEASE OF RFP: 06/18/2021**

**TITLE: FAAST South Regional Demonstration Center Project**

**VENDOR NAME:**

**VENDOR MAILING ADDRESS:**

**CITY - STATE - ZIP:**

**AREA CODE:**

**PHONE NUMBER:**

**E-MAIL ADDRESS:**

**WEBSITE ADDRESS:**

# SECTION 1: ASSURANCES OVERVIEW

**SOUTH REGIONAL DEMONSTRATION CENTER PROJECT FUNDED BY FFAST AND THROUGH:**

*Assistive Technology Act of 2004, as reauthorized through the  
Federal Department of Health & Human Services, Agency for Community Living  
Florida Department of Education, State General Revenue*

**ASSURANCES, CERTIFICATIONS, AND CONDITIONS FOR REGIONAL DEMONSTRATION CENTER PROJECT'S PARTICIPATION IN FEDERAL AND STATE FUNDED PROGRAMS**

General Application of Assurances for Federal and State Programs

**1.A. ASSURANCES:**

Assurance is hereby given that:

1. The applicant will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications.
2. The applicant will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for; funding provided by FFAST and paid to that entity.
3. Funds made available by FFAST under a subrecipient contract and contract amendments shall supplement and not supplant other State or local public funds expended for the purposes of a Regional Demonstration Center Project.
4. The applicant will make reports available to FFAST and state and federal funding agencies upon request as may reasonably be necessary to enable FFAST and state and federal funding agencies to perform their duties and that the applicant will maintain such records, including the records required under state and federal regulations and the Florida Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing *Reference Guide for State Expenditures* found at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf> and provide access to those records, as FFAST and state and federal funding agencies deem necessary to perform their duties.
5. The applicant will provide reasonable opportunities for the participation by FFAST and other interested agencies, organizations, and individuals in the South (S) region in the planning for and operation of the FFAST South Regional Demonstration Center Project.
6. Any application, evaluation, periodic program plan or report relating to each program will be made readily available to FFAST, state and federal funding agencies, and members of the general public in accordance with the Florida Public Records Act and the Freedom of Information Act.
7. The applicant has adopted effective policies and procedures for acquiring and disseminating services as a FFAST South Regional Demonstration Center Project.

8. None of the funds expended under the applicable program will be used to acquire equipment (including software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization unless otherwise approved by FFAST.

9. The recipient will comply with all federal and state statutes relating to nondiscrimination (these include but are not limited to Title VI of the Civil Rights Act of 1964 [P.L. 88-352], which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. 1681-1683 and 1685-1686], which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended [42 U.S.C. 6101-6107], which prohibits discrimination on the basis of age); and the Americans with Disabilities Act [P.L. 101-336] and Section 504 of the Rehabilitation Act [29 U.S.C. 794], which prohibits discrimination on the basis of disability. The recipient will administer the Regional Demonstration Center program in compliance with the requirements to provide equal access to goods and services and provide reasonable accommodations to individuals with disabilities and their families who receive services funded by FFAST. For ADA guidance, go to: [www.ada.gov](http://www.ada.gov). For guidance on Section 504 requirements go to: <http://www.ed.gov/about/offices/list/ocr>.

When possible, the applicant will also make a good faith effort to comply with the requirements and regulations regarding accommodations for those who have limited English proficiency (LEP)/Executive Order 13166. For LEP guidance, go to: [www.lep.gov](http://www.lep.gov), which acts as a clearinghouse, providing and linking to information, tools, and technical assistance regarding LEP and language services for federal agencies, recipients of federal funds, users of federal programs and federally assisted programs, and other stakeholders.

## **1.B. CONDITIONS:**

### **Accounts and Records**

The recipient shall maintain all accounts, records and other supporting documentation pertaining to all costs incurred.

### **Allowable Costs**

Expenditures of the recipient may be charged to the Project only if they are in payment of an obligation incurred during the project period, conform to the approved project and budget, and comply with minimum requirements of federal and state statutes, rules and regulations.

### **Audit Requirements under Florida Statutes**

Audit reports for Regional Demonstration Center Projects shall be made annually in accordance with Florida Statute 10.650 of the Rules of the Auditor General.

### **Lobbying**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82.105 and 82.110, the applicant certifies that:

(a) 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 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any other 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 grant or cooperative agreement, the undersigned shall complete and submit *Standard Form - LLL, "Disclosure Form to Report Lobbying,"* in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts and subcontract amendments) and that all subrecipients shall certify and disclose accordingly.

#### **More Restrictive Conditions**

Regional Demonstration Center Project recipients found to be out of compliance with fund source requirements shall be subject to sanctions and the imposition of more restrictive conditions and corrective action requirements.

#### **Debarment, Suspension, and Other Responsibility Matters**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Section 85.105 and 85.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statement in this certification, he/she/they shall attach an explanation to this application.

### **Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 84, Sections 84.605 and 84.610.

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his/her/their conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to FFAST.

Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted –



(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e), and (f).

### **Obligations by Project Recipients**

Obligations will be considered to have been incurred by project recipients on the basis of documentary evidence of binding commitments for the acquisition of goods or property or for the performance of work, except that funds for personal services, for services performed by public utilities, for travel and for the rental of facilities, shall be considered to have been obligated as of the time such services were rendered, such travel was performed, and such rented facilities were used, respectively.

### **Ownership of Products**

The ownership of products resulting from a project, which are subject to copyright or of economic value, shall remain with FFAST unless such ownership is not a part of the Regional Demonstration Center Project or is explicitly waived.

### **Payment Method**

a. Monthly payments of funds for the Regional Demonstration Center Project will be made in accordance with the Letter of Approval and conditions of the Regional Demonstration Center Project subrecipient contract and contract amendments with FFAST.

b. Performance-based payments will be distributed upon receipt of monthly deliverables report with executive summary, budget reconciliation report, and a properly prepared invoice by the Regional Demonstration Center Project Administrator.

### **Personnel Costs – Time Distribution**

Charges to the Regional Demonstration Center Project for personnel costs, whether treated as direct or indirect costs, will be based on payrolls documented in accordance with generally accepted practices.

When employees work on multiple activities or cost objectives the distribution of their salaries or wages will be supported by personnel activity reports or equivalent documents.

### **Regional Demonstration Center Project Effective Dates**

All Letters of Approval shall reflect the beginning and ending date of the project period, and the date for submission of the final expenditure report. All conditions stated in the Letter of Approval are considered binding on the project recipient.

## **Property**

Property purchased with FAAST funds shall be used for the purpose of the program and accounted for in accordance with applicable federal and state statutes, rules and regulations, as follows:

### *Disposition of Equipment*

Property purchased by FAAST funds remain the property of FAAST and are disposed of in accordance with the provision of EDGAR 80.32(e) and the Florida Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing *Reference Guide for State Expenditures* found at:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. FAAST property must be disposed of using FAAST Property Disposal Form. All FAAST Property Disposal forms must be signed and approved by the FAAST Executive Director.

## **Purchasing**

Recipients may use their own procurement policies provided that they meet the minimum requirements of federal and state statutes, rules and regulations. FAAST procurement policies shall be adopted as the recipient's procurement policies for the Regional Demonstration Center Project if the recipient's procurement policies do not follow the minimum requirements of federal and state statutes, rules and regulations.

## **Reporting Requirements - Financial Disbursements**

FAAST project recipients are required to submit a Project Budget Summary and Disbursement Report for reporting disbursements on a monthly basis for each active project. These reports are to be received monthly with a properly prepared invoice and acceptance of units of deliverables report with strategic plan succeeding the month in which the disbursement was made. Failure to submit reports in accordance with a subrecipient contract and contract amendments may result in a delay, decrease or the possible loss of funds.

## **Retention of Records and Access**

Retention of records and access shall be in accordance with the FAAST Accounting Manual approved by the Assistive Technology Advisory Council February 2021. To request a copy of the FAAST Accounting Manual, contact Whitney Doyle via email at [wdoyle@faastinc.org](mailto:wdoyle@faastinc.org).

## **Travel**

All travel performed in connection with approved project activities must be in compliance with Florida Statutes 112.061, which covers per diem and travel expenses, and the procedures for subgrantees. The Florida Department of Education's Travel Manual is the guiding travel manual followed by FAAST: <http://www.fldoe.org/core/fileparse.php/7604/urlt/0069770-travelmanual.pdf>

**SECTION 2:**  
**RFP PROGRAM OVERVIEW**

## **BACKGROUND, NEED AND PURPOSE, SCOPE OF WORK, AND TERMS OF AGREEMENT**

### **2.A. Background**

The Florida Alliance for Assistive Services and Technology, Inc. (FAAST) became a not-for-profit 501(c)(3) corporation on October 20, 1994 and is regulated by the federal Assistive Technology Act of 2004, Public Law 108-364; §413.407, Florida Statutes, respectively; and the governing body and board of directors of FAAST is the Assistive Technology Advisory Council.

The Assistive Technology Advisory Council is responsible for ensuring consumer involvement in the creation, application, and distribution of technology-related assistance to and for persons who have disabilities. The Assistive Technology Advisory Council's responsibilities include, but are not limited to, statewide policy development, both state and federal legislative initiatives, advocacy at both the state and federal level, planning of statewide resource allocations, policy-level management, reviews of both consumer responsiveness and the adequacy of program service delivery.

The Assistive Technology Advisory Council is appointed by the Commissioner of Education and required to have 51% membership consisting of individuals who have disabilities and who are assistive technology consumers or family members or guardians of those individuals.

The Assistive Technology Advisory Council also consists of:

1. Representatives of consumer organizations concerned with assistive technology.
2. Representatives of business and industry, including the insurance industry, concerned with assistive technology.
3. A representative of the Division of Vocational Rehabilitation.
4. A representative of the Division of Blind Services.
5. A representative of the Florida Independent Living Council.
6. A representative of CareerSource Florida, Inc.
7. A representative of the Department of Education.
8. Representatives of other state agencies that provide or coordinate services for persons with disabilities.

FAAST's mission is to improve the quality of life for Floridians with disabilities by increasing access to assistive technology through empowerment and collaboration. FAAST works with individuals with disabilities, family members, caregivers, applicants, and agencies to help ensure that individuals with disabilities continue to benefit from assistive services and technology as they move between home, school, work, and within the community.

FAAST receives federal and state grant funds administered through state contracts including funds allocated through the Federal Department of Health & Human Services, Agency for Community Living, Florida Department of Education, State General Revenue and State Division of Vocational Rehabilitation are required as applicable to be in compliance with the terms, conditions and specifications of the Office of Management and Budget (OMB) requirements; Education Department General Administrative Regulations (EDGAR) requirements; and the Department of Management Services (DMS) fiscal regulations inclusive of the Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing state guidelines. FAAST is funded by the U.S. Department of Education, Rehabilitation Services Administration through the Division of Vocational Rehabilitation and state General Revenue funds.

## **FAAST Services**

FAAST works to help facilitate effective access to and acquisition of assistive services and technology for Floridians with disabilities and their families. The provision of assistive services and technology can enable individuals with disabilities to realize independence and fully participate in society as productive citizens. FAAST also supports subcontractors including, but not limited to, Regional Demonstration Centers (RDC) Projects. Over the years, FAAST, in partnership with the RDC Project subcontractors, have provided regional assistive technology loan programs, assistive technology device demonstrations, reutilized assistive technologies, and provided assistive technology assessments, training, and education for thousands of individuals with disabilities and their families who otherwise may not have received these services.

RDC Projects provide regional services where children and adults with disabilities in communities across multiple regions of the state receive technical assistance and individualized assistive technology instruction. Under standard subrecipient contract deliverable requirements, and contract amendments as applicable, RDC Projects provide services such as access to assistive technology for the purpose of education, employment, community living, and telecommunications/information technologies (IT). Regional Demonstration Centers provide assistive technology device loans, assistive technology device demonstrations, and assistive technology skills development trainings. For more information on the Regional Demonstration Centers and their services, visit the FAAST website at: [www.faast.org](http://www.faast.org). **FAAST Regional Centers Core Services are as listed:**

- Device Demonstrations
- Device Loans
- Referrals to State Financing Program
- Assistive Technology training
- Public Awareness

The FAAST state financing program, the New Horizon Loan Program, administers Assistive Technology Loan and Telework Loan programs, providing loans to individuals with disabilities and their families for the purchase of assistive technology to improve independence and quality of life. The program offers preferred interest rates to those that qualify and allows for the purchase of any type of assistive technology. This program is administered by FAAST Headquarters.

The FAAST website ([www.faast.org](http://www.faast.org)) includes information on FAAST's programs and services and the services of our RDCs, assistive technology device loans, assistive technology devices reutilized/refurbished, and assistive technology device demonstrations, as well as a searchable list of assistive technology devices that are available through FAAST's statewide assistive technology loan program. The FAAST website is designed to be ADA and 508 accessible.

FAAST maintains a toll-free number (1-844-353-2278); voice 850-487-3278; and TDD 1-877-506-2723 where individuals with disabilities, their families, and other interested parties can contact FAAST for information on all of our programs and services as well as information and referral services.

FAAST works in accordance with the Assistive Technology Act of 2004 to increase the awareness and facilitate the change of laws, regulations, policies, practices, procedures, and

organizational structures that facilitate the availability or provision of assistive technology devices and assistive technology services. FAAST, in accordance with §413.407, Florida Statutes, reviews federal and state legislation and agency policies and practices to identify facilitators of and barriers to access and utilization of assistive technology services, devices, and funding sources. We develop legislative issue briefs and presentations as needed, in collaboration with state agency officials and related organizations.

## **2.B. Scope of Work**

The FAAST South Regional Demonstration Center (SRDC) Project staff, through a standard subrecipient contract and contract amendments, will collaborate with FAAST and community partners to provide access to assistive technology for the purpose of providing regional assistive technology device loans, assistive technology device demonstrations, assistive technology skills development trainings, and public awareness activities including information and referrals designed to promote education, employment, community living, and training on telecommunications/information technologies (IT). See Core Services below (links are provided for further definition from the National Assistive Technology Act Technical Assistance and Training Center):

- [Device Demonstrations](#)
- [Device Loans](#)
- [Assistive Technology Training](#)
- [Public Awareness](#)

The FAAST South Regional Demonstration Center will provide regional services in the county catchment area of **Miami-Dade and Monroe** counties where children and adults with disabilities and their families can have access to receive assistive technology services, technical assistance and individualized assistive technology instruction.

Through a standard subrecipient contract and contract agreements the FAAST South RDC Project staff will make a wide range of assistive technology devices available for demonstration, such as augmentative communication, computer adapted technology, low vision aids, assistive listening devices, aids for daily living, switches, environmental controls, and adaptive toys. The FAAST South RDC Project staff will provide direct demonstrations and interactive experiences to access assistive technology, devices and services for individuals with disabilities, their families, and professionals that serve individuals with disabilities.

The FAAST South RDC Project staff will conduct public awareness activities to promote the FAAST South RDC Project, access to assistive technologies, and other assistive technology services and related issues.

A primary goal of the Project is to assist individuals with disabilities in making informed choices about assistive technology devices demonstrated by qualified FAAST South RDC Project personnel with appropriate assistive technology expertise and experience. The FAAST South RDC Project staff will also provide ongoing training, outreach and other associated services needed to support positive outcomes from device demonstration activities and instruction, to support aid in appropriate device selection, and individual and group training as applicable.

The FAAST South RDC Project personnel will provide monthly data reports that will contain detailed information of appropriate targeted individuals and entities and will contain detailed

information on disability type, gender, ethnicity/race, age and county/residence. The targeted individuals and entities are individuals with disabilities, their families, and professionals that serve individuals with disabilities assisted monthly during the scope of the FFAST South RDC Project. Monthly reports will include clear documentation of Project staff's progress to meet deliverables within the standard subrecipient contract and contract amendments, budget reconciliation reports, and invoices for payment.

### **2.C. Response to Need and Purpose (#II on RFP Form RFP Number: 21-SRDC)**

This section should provide a narrative demonstrating the applicant administering the Regional Demonstration Center Project understands the need for and purpose of the Regional Demonstration Center Project, including the scope and complexity of the project.

### **2.D. Description of the Services Delivery Model (#V on RFP Form RFP Number: 21-SRDC)**

- A. This section should thoroughly describe the applicant's plan for performing the functions as described in 2.B. Scope of Work. A narrative should be provided that describes how the applicant intends to perform the various activities projected to address the need and accomplish the purpose of the Regional Demonstration Center Project. The narrative should reflect values that are consistent with the values and mission of FFAST.

### **2.E. Description of Staffing (#VI on RFP Form RFP Number: 21-SRDC)**

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

1. A description of the staff that will be employed or contracted by the applicant and their qualifications. Include resumes of the individuals proposed to work on the project. The resume shall include education, years of work experience, role and management responsibilities, licenses, certificates, and any relevant technical courses or training.
2. A synopsis of corporate or individual qualifications, indicating ability to manage and successfully complete the functions required in this proposal.
3. Any evaluations or descriptions of past or current projects similar to the functions of this proposal.
4. The applicant must demonstrate expertise and experience in the area of assisting individuals with disabilities, their families and professionals with appropriate assistive services and technology.

### **2.F. Description of Quality Assurance/Quality Improvement System (#VII on RFP Form RFP Number: 21-SRDC)**

This section should describe the quality assurance/quality improvement (QA/QI) system to be used in monitoring and evaluating the progress and effectiveness of the project, including the mechanisms for identifying and correcting problems or delays in implementation and assessing the overall outcomes.

- A. The description should include an explanation of how the QA/QI System for this project is integrated into the applicant organization's QA/QI System.
- B. The applicant should propose measurable outcomes against which their overall progress will be assessed.
- C. The proposal should include components to evaluate the effectiveness of the project beginning in year one and subsequent years (should additional years of this project be

funded, based on FFAST approval and the availability of funds).

**2.G. Budget and Budget Narrative (#IX and #X on RFP Form RFP Number: 21-SRDC)**

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

**2.H. References (#VIII on RFP Form RFP Number: 21-SRDC)**

Each proposal should contain three (3) professional references who can be contacted to obtain a recommendation concerning the applicant's performance in providing services similar to those required by the RFP. A minimum of two references will be contacted. For applicants with a history of contracting with FFAST, one of the references can be FFAST's assessment of performance.



**SECTION 3:**  
**RFP SUBMISSION INSTRUCTIONS**

## **RFP SUBMISSION INSTRUCTIONS**

### **3.A. Letter of Intent**

This form is requested by FFAST and should be signed and returned by the due date (Attachment I). The Letter of Intent is not required to be submitted for a proposal to be considered complete.

### **3.B. Title Page/Request for Proposal Acknowledgement**

Each copy of the proposal must include a title page. Use page 3 of this RFP as a titlepage.

### **3.C. How to Submit a Proposal**

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

1. The proposal and supporting materials should be submitted electronically in a PDF file via email to [wdoyle@faastinc.org](mailto:wdoyle@faastinc.org) AND [hbrock@faastinc.org](mailto:hbrock@faastinc.org)
2. Applicants must submit proposal items in the following order:
  - A. Title Page (Page 3)
  - B. Completed RFP Form RFP Number: 21-SRDC (Page 22 - 26)
  - C. Attachments applicable to applicant proposal
    - Attachment II. Required Certifications
    - Attachment III. Certification Regarding Lobbying
    - Attachment IV. Debarment and Suspension Certification Form

### **3.D. Acceptance of Proposals**

Proposals must be received by FFAST in accordance with the Proposal Schedule of Events and Deadlines listed in Section 5 of this document at [wdoyle@faastinc.org](mailto:wdoyle@faastinc.org) AND [hbrock@faastinc.org](mailto:hbrock@faastinc.org). No changes, modifications or additions to the proposals submitted after this deadline will be accepted by or be binding on FFAST. Any proposal submitted shall remain a valid offer for at least 60 days after the proposal submission date. Proposals not received at either the specified place, or by the specified date and time, or both, will be rejected by FFAST.

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

### **3.E. Withdrawal of Proposal**

A written request for withdrawal, signed by the applicant, may be considered if received by FFAST within 72 hours after the proposal opening time and date indicated in the Schedule of Events. A request received in accordance with this provision may be granted by FFAST upon

proof of the impossibility to perform based upon obvious error on the part of the applicant pursuant to Rule 60A-1.002 (8), Florida Administrative Code.

### **3.F. Posting of Proposals Ranking**

Proposal Rankings will be posted at the FFAST headquarters, 820 E Park Avenue, Suite D-200, Tallahassee, FL 32301 and on FFAST's website at ([www.faast.org](http://www.faast.org)) in accordance with the Proposal Schedule of Events and Deadlines listed in Section 4 of this document. The notice will be posted for 72 hours (3 working days).

### **3.G. Protests**

Any applicant who alleges they are adversely affected who desires to protest the proposed ranking of the RFP solicitations posted on the FFAST website shall file with the FFAST Executive Director a written protest within 72 hours of the posting. The protest must be in writing, regarding FFAST's decision or intended decision, for challenges to that proposed ranking. Saturdays, Sundays and FFAST holidays shall be excluded in the computation of the 72-hour period. Failure to file a formal written protest shall constitute a waiver of proceedings.

Upon receipt of a timely filed formal written protest, FFAST shall halt the contract award until the matter is resolved by final FFAST action, unless the FFAST Executive Director determines, in writing, that the particular facts and circumstances require the continuation of the award process without delay.

FFAST shall provide an opportunity to resolve the protest by mutual agreement of the parties within seven (7) days, excluding Saturday, Sundays and FFAST holidays, after receipt of a formal written protest.

If the matter is not resolved by mutual agreement of the parties within this seven (7) day period after receipt of the formal written protest, the FFAST Executive Director shall conduct whatever further proceedings are deemed necessary to resolve the protest within the next 10 days. Such proceedings may include the taking of testimony and receipt of further evidence; may involve oral presentations of the parties; or may be determined from the formal written protest, itself; at the sole discretion of the FFAST Executive Director. The FFAST Executive Director shall set forth the decision in writing, which decision shall be final FFAST action.

The burden of proof in any protest shall at all times rest with the person or entity filing the protest. In reviewing the matter, the FFAST Executive Director shall seek to determine whether the proposed action is contrary to FFAST's policies and procedures. The standard of proof shall be whether the proposed action was clearly erroneous, arbitrary, or capricious.

If, at the conclusion of the proceeding, it has been determined that there is merit to the protest, FFAST shall take the steps necessary to rectify the noted deficiencies which, depending upon the nature of the challenge, may require simply rescoring or reranking the proposals, or could require action up to and including rewriting the solicitation documents and starting the process anew. If the protest has been rejected, FFAST shall proceed with the contract award.

### **3.H. Cone of Silence, Florida Statute 287.057(23)**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or

officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

## **INSTRUCTIONS TO PROSPECTIVE APPLICANTS**

### **3.I. Reasonable Accommodations**

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act, individuals needing reasonable accommodations, auxiliary aids or services to participate in the RFP application process should contact the FAAST Executive Director, at toll-free voice 1-844-353-2278; TDD 1-877-506-2723; 850-487-3278 x107; fax at 850-575-4216; or email at [wdoyle@faastinc.org](mailto:wdoyle@faastinc.org).

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

### **3.J. Cost of Developing and Submitting a Proposal**

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

## **FINANCIAL SPECIFICATIONS**

### **3.K. Funding Source**

The Regional Demonstration Center Project is funded by FAAST, allocated through the Assistive Technology Act of 2004, as reauthorized through the U.S. Department of Education, Rehabilitation Services Administration and the Florida Department of Education, Division of Vocational Rehabilitation, State General Revenue.

### **3.L. Allowable Costs**

The Florida Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing *Reference Guide for State Expenditures* found at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf> and the following [Office of Management and Budget Uniform Guidance](#) are used as guidelines to determine allowable costs depending on the organizational structure of the entity submitting a proposal: (1) A-21 Cost Principles for Educational Institutions, (2) A-87 Cost Principles for State, Local and Indian Tribal Governments, and (3) A-122, Cost Principles for Non-Profit Organizations. Allowable costs pertaining to this RFP may include costs such as:

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

5. Direct service costs.

All contractual costs will be negotiated with the FFAST Executive Director and must be approved prior to contract execution.

**3.M. Non-Allowable Costs**

In addition to the following list, see applicable cost principles as noted in the Florida Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing Reference Guide for State Expenditures found at:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>

and within OMB Circulars A-21, A-87, and A-122, respectively for additional unallowable costs:

1. Cash award to employees or ceremony expenditures.
2. Penalty on borrowed funds or statutory violations or penalty for late/nonpayment of taxes.
3. Out of state travel.
4. Organizational affiliations, fund raising, and public relations.
5. Deferred payments to employees as a fringe benefit package.
6. Severance pay and unearned leave.
7. Purchase of equipment or furniture.
8. Staffs overtime pay.
9. Supplanting of local, state, or federal funds.
10. Acquisition of real property, building construction, alterations, renovations, or other capital improvements.
11. Purchase of medical care or social services.

**3.N. Invoicing and Payment of Invoices**

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

Subrecipient contracts and contract amendments resulting from this RFP will be either cost reimbursement or fixed price/fixed fee, depending on the types of services rendered.

# RFP Form

RFP Number: 21-SRDC

I. Title of Proposal:
A. Applicants Legal Name
B. Name and title of person responsible for this proposal
C. Name of Regional Demonstration Center Project Director
D. Name and Title of Official authorized to sign contract
E. Applicant's Organization Mission Statement
F. Applicant's Organization Vision Statement
G. Applicant's Organization Values Statement

II. Statement of Need and Purpose for a Regional Demonstration Center for South Florida:
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III. Services to be provided by a Regional Demonstration Center for South Florida: <ul style="list-style-type: none"><li>• Device Demonstrations</li><li>• Device Loans</li><li>• Assistive Technology Training</li><li>• Public Awareness</li></ul> Please describe any other services that will be provided.
--

IV. Deliverables to be provided by a Regional Demonstration Center for South Florida: <p>The following is a list of the minimum itemized deliverables the applicant is required to provide the South Florida Region. Provide a brief description on how each deliverable will be met. Additionally, please describe how other services may be provided based on the services list in Section III above.</p>
---

- Applicant shall conduct a minimum of 37 device demonstrations per quarter within the contract terms (147 demonstrations annually).
- Applicant shall provide a minimum of 37 device loans with 50 devices per quarter within the contract terms (147 device loans with 199 devices annually).
- Applicant shall train a minimum of 197 individuals per quarter within the contract term (786 annually). At least 5% of the individuals must be trained on AT transition. AT transition must be related to school transition (e.g., secondary school to post-school) and/or community living transition (e.g. congregate living to community living).
- Applicant shall provide information and assistance services to a minimum of 74 consumers, families and other interested parties per quarter (293 information and assistance services annually).
- Applicant shall provide a minimum of 1 consumer testimonial or success story per month.
- Applicant shall publish at least one publication in a newsletter or similar medium (social media, college or department website, etc.) annually focusing on its partnership with FFAST, assistive technology services, and the importance of community-based services.

**CONTRACT MANAGEMENT**

- Applicant shall participate in the FFASTU training event schedule for the first week in October 2021.
- Applicant shall participate in monthly Regional Demonstration Center teleconferences.
- Applicant shall participate in monthly Vendor Spotlight training webinars.

V. Description of Service Delivery model that will provide services equitably to the South Region of Florida and to achieve minimum deliverables as described in Section IV. An example of equitable services is explaining how each county in the proposal region will be served.

VI. Description of Staffing

VII. Description of Quality Assurance/Quality Improvement System

### VIII. References

Bidders are required to submit three (3) references for whom similar services have been performed as those requested in this RFP. FFAST will contact two of the three references provided to obtain an assessment of the applicant's past performance. For applicants with a history of contracting with FFAST, one of the references may be FFAST assessment of performance completed at the conclusion of the previous contract. Three attempts will be made to contact each reference. If a reference cannot be reached after three attempts, a 0.5 point will be deducted for each reference from the Reference Score.

1.) Name of Company or Agency:

Contact Person:

Phone Number:

Address:

Email Address:

Project or service name or identifier:

2.) Name of Company or Agency:

Contact Person:

Phone Number:

Address:

Email Address:

Project or service name or identifier:

3.) Name of Company or Agency:

Contact Person:

Phone Number:

Address:

Email Address:

Project or service name or identifier:

Signature of Authorized Representative\_\_\_\_\_





**XI. CERTIFICATION:**

I, the undersigned authorized official for the above-named applicant, hereby apply for participation in a federally funded and state funded Regional Demonstration Center program through FFAST.

I certify that this applicant will adhere to each of the assurances contained in this set of General Assurances.

I further certify that this negotiation is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment, or services, and is in all respects fair and without collusion or fraud.

<b>AUTHORIZED SIGNATURE:</b>	
<b>AUTHORIZED SIGNATURE TITLE:</b>	
<b>DATE:</b>	

**SECTION 4:**  
**EVALUATION OF RFP**

## EVALUATION OF RFP

### 4.A. Description of Ranking

Ranking of proposals will be based on the scoring by an RFP Scoring/Selection Committee of the Assistive Technology Advisory Council with the proposal scoring the highest being ranked first.

### 4.B. Selection Committee

An RFP Scoring/Selection Committee of not less than three people will be used to read, evaluate, and rank properly submitted proposals. The RFP Scoring/Selection Committee will be comprised of the Assistive Technology Advisory Council.

### 4.C. Selection Committee Evaluation

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

The RFP Scoring/Selection committee will consist of a minimum of three members of the Assistive Technology Advisory Council. Each member will read and score each proposal independently, discuss each proposal jointly, and then submit final results for tabulation. The quantitative score from each member will be averaged and a final score will be assigned to the proposal. Scores will be ranked in numerical order and submitted to the Executive Director and State AT Program Manager of FFAST.

The highest ranked proposal will be funded through this RFP. If negotiations to contract with the highest ranked subcontractor are unsuccessful, the proposal will no longer be considered, and the next highest ranked proposal may be contacted for negotiation. This process will continue until a contract is awarded, or until the RFP Scoring/Selection Committee of the Assistive Technology Advisory recommends otherwise. Scored criteria are grouped into the following categories and weighting:

#### **1.0 Response to Need and Purpose (15 Maximum points)**

The proposal contains sufficient information to determine that the applicant understands the need for and purpose of this project (Section II of the RFP Form).

#### **2.0 Description of Service Delivery Model (35 Maximum points)**

The proposal contains a narrative description of service delivery model that is adequate and sufficient to accomplish the requirements of the RFP and reflects the values and mission of FFAST (Sections III, IV, and V of the RFP Form).

#### **3.0 Description of Staffing (20 Maximum points)**

Person(s) engaged to complete the activities of this project are qualified to perform the required duties, including relevant experience in the area of assisting individuals with disabilities and their families with appropriate assistive services and technology and are organized to meet the time frames established (Section VI of the RFP Form).

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

The proposal contains a description of the quality assurance/quality improvement system that provides for a continuous self-correcting mechanism, is integrated into the applicant's organization, and includes measurable outcomes that are consistent with the actions in the work plan and will serve to evaluate applicant's performance and the overall effectiveness of the Regional Demonstration Center Project (Section VII of the RFP Form).

**5.0 Budget and Budget Narrative (15 Maximum points)**

The proposal includes a proposed line item budget, accompanied by a detailed budget narrative, on a separate sheet of paper. The budget narrative must explain and demonstrate that each entry on the line item budget sheet is allowable, reasonable and necessary. The budget and budget narrative must present a cost-effective funding level for achieving the purpose of the Regional Demonstration Center Project (Sections IX and X of the RFP Form).

**6.0 References (5 Maximum points)**

At a minimum, two references will be contacted to obtain recommendations of the applicant's current and/or past performance. For applicants who have a history of contracting with FFAST one of those references may be FFAST. assessment of performance (Section VIII of the RFP Form).

**TOTAL MAXIMUM POINTS 100**

**4.D. Identical Tie Bid**

When evaluating proposals, if FFAST is confronted with identical scoring from the highest scoring applicants, FFAST will invite the proposers with the tie bids to each make an oral presentation. Following the presentation and a question and answer period, the Selection Committee of the Assistive Technology Advisory Council will select the proposal deemed in the best interest of FFAST.

**SECTION 5:**

**PROPOSAL SCHEDULE OF EVENTS  
& DEADLINES**

**PROPOSAL SCHEDULE OF EVENTS & DEADLINES**

ACTIVITY/EVENT	DATE	METHOD
RFP Release	6/18/2021 12:00 PM EDT	FAAST's website and Florida Administrative Weekly
Letter of Intent should be submitted via email requested by this date  Attachment I	7/02/2021 Prior to 5:00 PM EDT	Submit to: Whitney Doyle <a href="mailto:wdoyle@faastinc.org">wdoyle@faastinc.org</a>  AND  Hannah Brock <a href="mailto:hbrock@faastinc.org">hbrock@faastinc.org</a>
Written questions due to FAAST	7/09/2021 12:00 PM EDT	Submit to: Whitney Doyle <a href="mailto:wdoyle@faastinc.org">wdoyle@faastinc.org</a>  AND  Hannah Brock <a href="mailto:hbrock@faastinc.org">hbrock@faastinc.org</a>
FAAST responses to applicants' written inquiries	07/16/2021 12:00 PM EDT	Responses to inquiries emailed to all applicants who submitted Letter of Intent and posted at FAAST's website ( <a href="http://www.faast.org">www.faast.org</a> ).
RFP proposals due	7/30/2021 Prior to 12:00 PM EDT	Submit to: Whitney Doyle <a href="mailto:wdoyle@faastinc.org">wdoyle@faastinc.org</a>  AND  Hannah Brock <a href="mailto:hbrock@faastinc.org">hbrock@faastinc.org</a>
Evaluation and Proposal Scoring completed	8/09/2021 Prior to 12:00 PM EDT	Selection Committee of the Assistive Technology Advisory Council Meets (meeting details to be posted on <a href="http://www.faast.org">www.faast.org</a> Public Notices page).

Assistive Technology Advisory Council Meets to Confirm Results	8/17/2021	Meeting details to be posted seven days prior on <a href="http://www.faast.org">www.faast.org</a> Public Notices page
Anticipated Posting of top ranked applicant RFP proposals (Posting is for 72 hours)	8/17/2021 Prior to 5:00 PM EDT	Posted by written notice at: FAAST website ( <a href="http://www.faast.org">www.faast.org</a> )
Begin contractual negotiations	8/23/2021	
Anticipated contract start date	10/4/2021	



**SECTION 6:  
ATTACHMENTS**

**ATTACHMENT I**

**LETTER OF INTENT**

(Due to FFAST by 5:00 pm EDT on Friday, July 2, 2021)

**SUBMIT** via email to Whitney Doyle [wdoyle@faastinc.org](mailto:wdoyle@faastinc.org) AND Hannah Brock [hbrock@faastinc.org](mailto:hbrock@faastinc.org)

**A. Proposer Information**

Applicant's Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**B. Contact Information**

Name of Person with Signature Authority: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Name of Primary Contact Person:**

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**ATTACHMENT II**

**FAAST REQUIRED CERTIFICATIONS**

**Acceptance of Contract Terms and Conditions:**

I hereby certify that the applicant will comply with all the terms and conditions specified in the RFP and the standard subrecipient contract and contract amendments negotiated between the applicant and FAAST.

Signature of Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

**Statement of No Involvement**

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

Signature of Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

**Conflict of Interest Statement (Non-collusion)**

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

Signature of Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT III**

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No 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 the Florida Legislature, an officer or employee of the Florida Legislature, or an employee of a member of the Florida Legislature, 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 FFAST contract/subcontract, the making of any FFAST grant, the making of any FFAST funded loans, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any FFAST contract/subcontract, grant, loan, or cooperative agreement.
2. If any funds other than FFAST 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 the Florida Legislature, an officer or employee of the Florida Legislature, or an employee of a member of the Florida Legislature, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this contract/subcontract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Authorized Individual: \_\_\_\_\_

Application or Contract Number: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

## ATTACHMENT IV

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

#### CONTRACTS/SUBCONTRACTS

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

#### INSTRUCTIONS

1. Each applicant whose contract/subcontract equals or exceeds \$25,000 in state or federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, applicants who audit federal programs must also sign, regardless of the contract amount. FFAST cannot contract with these types of applicants if they are debarred or suspended.
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 applicant shall provide immediate written notice to the FFAST Executive Director at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The applicant 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.
6. The applicant 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 state and federal monies, to submit a signed copy of this certification.
7. The Florida Alliance for Assistive Services and Technology, Inc. may rely upon a certification of an applicant 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 FFAST's files and subcontractor's certifications must be kept at the contractor's business location as well.

**CERTIFICATION**

1. The prospective applicant certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any state or federal department or agency.
  
2. Where the prospective applicant is unable to certify to any of the statements in this certification, such prospective applicant shall attach an explanation to this certification.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECTION 7:**  
**TERMS & CONDITIONS**

## **TERMS & CONDITIONS**

### **7.A. Terms of Agreement**

The contract resulting from this RFP will go into effect **October 4, 2021 – September 30, 2022** (a 12 month period). Funding for this subrecipient contract and annual contract period will not exceed \$54,462.68 unless and until the subcontract is negotiated and amended to provide funds for additional services.

FAAST reserves the right to negotiate with the bidder awarded the contract a final project budget and scope of work. FAAST may approve continuation contracts for subsequent twelve-month periods in accordance with **287.058(1)(g), Florida Statutes**, which states:

A provision specifying that the contract may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer, specifying the renewal price for the contractual service as set forth in the bid, proposal, or reply, specifying that costs for the renewal may not be charged, and specifying that renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.

Regional Demonstration Center Projects funded for subsequent years may need to obtain funding from other sources, as FAAST funding may or may not be available at the same level as in year one.

A funding or inkind match is not required for this proposal, but may be included in budget description and narrative.

Indirect cost is calculated on and cannot exceed 10 percent (10%) of total salary and fringe benefits.

### **REQUEST FOR PROPOSAL PROCESS**

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

Step 1: RFP release by FAAST.

Step 2: Letter of Intent submitted in accordance with the Proposal Schedule of Events and Deadlines listed in Section 5.

Step 3: Written Questions submitted in accordance with the Proposal Schedule of Events and Deadlines listed in Section 5.

Step 4: Response to Written Questions in Accordance with the Proposal Schedule of Events and Deadlines listed in Section 5.



Step 5: Applicants' RFP proposals submitted in Accordance with the Proposal Schedule of Events and Deadlines listed in Section 5.

Step 6: Mandatory Criteria Evaluation.

Step 7: Proposal scoring.

Step 8: Contract negotiations.

## **7.B. Contact Person**

This RFP is issued by FFAST. It is advertised within the Florida Administrative Weekly publication, on the FFAST web site at [www.faast.org](http://www.faast.org), and widely and conspicuously throughout the region of the state the RFP is offered. The points of contact are:

Whitney Doyle  
Executive Director  
FFAST  
820 East Park Avenue, Suite D-200  
Tallahassee, Florida 32301  
Phone: 850-487-3278 x 107  
Toll-Free: 1-888-788-9216  
TDD: 1-877-506-2723  
Fax: 850-575-4216  
E-mail: [wdoyle@faastinc.org](mailto:wdoyle@faastinc.org)

Hannah Brock  
State AT Program Manager  
FFAST  
820 East Park Avenue, Suite D-200  
Tallahassee, Florida 32301  
Phone: 850-487-3278 x 101  
Toll-Free: 1-888-788-9216  
TDD: 1-877-506-2723  
Fax: 850-575-4216  
E-mail: [hbrock@faastinc.org](mailto:hbrock@faastinc.org)

## **7.C. Applicant Disqualification**

To be disqualified as an applicant under this provision, the applicant must have: (1) had a contract terminated by FFAST for cause; or (2) developed or drafted specifications, requirements, statements of work, invitations for bids and/or requests for proposals contained within this RFP before its publication in the Florida Administrative Weekly, the FFAST web site at [www.faast.org](http://www.faast.org), and widely and conspicuously throughout the region of the state the RFP is offered.

## **7.D. Applicant Performance**

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

During the life of the contract the State AT Program Manager will conduct monthly desk monitoring reviews, annual and follow up either in-person or virtually monitoring reviews using established program and financial protocols and at the conclusion of the contract, an overall assessment of the applicant's performance relative to the contract will be conducted. If the performance assessment identifies serious inadequacies in adherence to contract requirements

or in meeting performance expectations listed in the contract, the State AT Program Manager will notify the applicant and the FFAST Executive Director in writing and stipulate the improvements or corrective action(s) that need to be exhibited or accomplished in any subsequent contracts with FFAST. This information will become a part of the applicant's performance profile for use by FFAST staff and the Assistive Technology Advisory Council RFP Scoring/Selection Committee when assessing RFP proposals and when developing and implementing subsequent contracts with this applicant.

#### **7.E. Limitations on Contacting FFAST Personnel, Advisory Council Members and Committee Members**

Prospective applicants are prohibited from contacting FFAST personnel, Assistive Technology Advisory Council members, or any member of the final Scoring/Selection Committee unless otherwise directed in compliance with the terms and conditions of the RFP process. Violation of this limitation may result in disqualification of the prospective applicant. However, FFAST will conduct regularly scheduled business with applicants currently under contract with FFAST.

### **CONTRACT PROVISIONS**

#### **7.F. Default**

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

#### **7.G. Unauthorized Aliens**

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

#### **7.H. Administrative Pre-Site Visits**

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

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

### **7.I. Oral Presentation**

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

### **7.J. Proposer Questions or Inquiries**

Questions related to this RFP must be received in writing by the contact person listed in Section 7.B. and accordance with the Proposal Schedule of Events and Deadlines listed in Section 5 of this document. Questions may be sent by email as described in Section 5. Responses to questions will also be in accordance with the Proposal Schedule of Events and Deadlines listed in Section 5.

### **7.K. Public Records**

The applicant agrees that any material submitted in response to this RFP will become a public document pursuant to the Florida Public Records Act (Section 119.07, F.S.) and the Freedom of Information Act (5 U.S.C. § 552, as amended by Public Law No. 104-231, 110 Stat. 3048). This includes materials which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to these statutes, codes and regulations.

### **7.L. Trade Secrets**

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

### **7.M. Sub-contracting**

The successful applicant may, only with **prior written approval** of FFAST, enter into written subcontracts for performance of specific services under the contract. Anticipated subcontract agreements known at the time of proposal submission by the successful applicant and the amount of the subcontract must be identified in the applicant's response to this RFP. Prior to the effective date of any subcontract, applicant must request and receive written approval from FFAST's Executive Director. No subcontract that the applicant enters into with respect to performance under the contract resulting from this RFP shall in any way relieve the applicant of any responsibility for performance of its duties and required contract deliverables. All payments to the successful applicant's subcontractors shall be made by the applicant. No payment to the applicant will be processed until FFAST approves all subcontracts, in writing. The FFAST Executive Director must approve all subcontractor agreements and any subsequent changes made to those agreements. The applicant shall not engage, on a full- or part-time basis, anyone employed by FFAST.

## **7.N. Standard Contract**

FAAST's Standard Contract contains all administrative, financial and nonprogrammatic terms and conditions usually mandated by federal or state statute and policy of FAAST. Use of this document is mandatory for contracts as it contains the basic clauses required in all contracts. The terms and conditions contained in the Standard Contract are non-negotiable. The scope of services and contract deliverables contained in the Standard Contract may be negotiable. Upon request, FAAST will provide examples on same.