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Tallahassee, FL 32304

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Fax (850) 575-4216

# **Request For Proposal (RFP) for the FAAST Gulf Coast Regional Demonstration Center Project**

## **RFP Number: 12-GCRDC**

### **Submit Proposals to:**

**Florida Alliance for Assistive Services and Technology, Inc.**

**3333 W. Pensacola St.**

**Bldg. 100, Suite 140**

**Tallahassee, Florida 32304**

**850-487-3278 \* Toll-free 1-888-788-9216**

**TDD 1-877-506-2723 \* Fax: 850-575-4216**

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**Request For Proposal (RFP)**  
**RFP Number: 12-GCRDC**  
**FAAST, Inc.**

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**FLORIDA ALLIANCE FOR ASSISTIVE SERVICES AND TECHNOLOGY, INC.**

**REQUEST FOR PROPOSAL**

**ACKNOWLEDGMENT**

**SUBMIT TO:  
FLORIDA ALLIANCE FOR ASSISTIVE SERVICES AND TECHNOLOGY, INC. (FAAST)  
ATTN: EXECUTIVE DIRECTOR  
3333 W. PENSACOLA ST., BLDG. 100, STE. 140  
TALLAHASSEE, FL 32304**

**RFP Number: #12-GCRDC**

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**Standard Subrecipient Contract Funding: \$87,710.07; possible additional amendments to standard subrecipient contract may include additional funds for transition related services, regional assistive technology device loan programs up to \$20,000, and funds for a device reutilization/refurbishing program as applicable depending on the availability of state and federal funds.**

**For details on the RFP Proposal Schedule of Events & Deadlines, see Section 4, pages 28 – 30.**

**RELEASE OF RFP: May 20, 2011**

**TITLE: FAAST Gulf Coast Regional Demonstration Center Project**

**VENDOR NAME:**

**VENDOR MAILING ADDRESS:**

**CITY - STATE - ZIP:**

**AREA CODE:**

**PHONE NUMBER:**

**E-MAIL ADDRESS:**

**WEBSITE ADDRESS:**

**GULF COAST REGIONAL DEMONSTRATION CENTER PROJECT FUNDED BY  
FAAST, INC. AND ALLOCATION THROUGH:**

*Assistive Technology Act of 2004, as reauthorized through the  
U.S. Department of Education, Rehabilitation Services Administration*

*Florida Department of Education, Division of Vocational Rehabilitation, State General  
Revenue*

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

General Application of Assurances for Federal and State Programs

**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 FAAST, Inc. and paid to that entity.
3. Funds made available by FAAST, Inc. 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 FAAST, Inc. and state and federal funding agencies upon request as may reasonably be necessary to enable FAAST, Inc. 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: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/) and provide access to those records, as FAAST, Inc. and state and federal funding agencies deem necessary to perform their duties.
5. The applicant will provide reasonable opportunities for the participation by FAAST, Inc. and other interested agencies, organizations, and individuals in the Gulf Coast region in the planning for and operation of the FAAST Gulf Coast Regional Demonstration Center Project.
6. Any application, evaluation, periodic program plan or report relating to each program will be made readily available to FAAST, Inc., 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 Gulf Coast Regional Demonstration Center Project.

8. None of the funds expended under the applicable program will be used to acquire equipment (including computer 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, Inc.

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, Inc. 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.

## **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 Statutes 216.349 and 10.600 of the Rules of the Auditor General.

## **Applicants that are Universities and Community Colleges**

State agencies, state universities and state community colleges must comply with Florida Statutes 216.346 which states "in any contract between state agencies, including any contract involving the State University System or the State Community College System, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect costs or any other costs not required for the payment of direct costs."

Restrictions to the amount or percentage that can be charged to a project's administration (which includes indirect cost) will be reflected in the approved project application or amendment where applicable.

## **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, 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 or she 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 85, Sections 85.605 and 85.610.

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 or her 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, Inc.

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 a 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, Inc. 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, Inc.
- 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 FFAST, Inc. 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 FFAST, Inc. funds remain the property of FFAST, Inc. 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: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

## **Purchasing**

Recipients may use their own procurement policies provided that they meet the minimum requirements of federal and state statutes, rules and regulations.

## **Reporting Requirements - Financial Disbursements**

FFAST, Inc. 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 by the designated FFAST staff liaison assigned to the FFAST Gulf Coast Regional Demonstration Center Project along with a properly prepared

invoice and acceptance of units of deliverables report with executive summary 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 decrease or possible delay in the possible loss of funds.

**Retention of Records and Access**

Retention of records and access shall be in accordance with the Record Retention and Document Destruction Policy approved by the FFAST Board of Directors June 2009.

**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.

**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, Inc.

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 1:**  
**RFP PROGRAM OVERVIEW**

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

### **1.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 of FAAST is the Board of Directors.

The FAAST Board of Directors/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 FAAST Board of Directors' 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 FAAST Board of Directors 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 FAAST Board 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 Workforce 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, Inc.'s mission is to improve the quality of life for all Floridians with disabilities through advocacy and awareness activities that increase access to and acquisition of assistive services and technology. 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, Inc. and our subcontractees receiving federal and state grant funds administered through state contracts including funds allocated through the U.S. Department of Education, Rehabilitation Services Administration, and State Division of Vocational Rehabilitation, Florida General Revenue 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, Inc. 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 cost-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 tax-paying citizens. FAAST also supports subcontractees including, but not limited to, Regional Demonstration Centers (RDCs). Over the years, FAAST, in partnership with the RDC subcontractees, 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.

RDCs provide regional services where children and adults with disabilities in communities across six regions of the state receive technical assistance and individualized assistive technology instruction. Under standard subrecipient contract deliverable requirements, and contract amendments as applicable, RDCs provide services such as access to assistive technology for the purpose of education, employment, community living, and telecommunications/information technologies (IT), regional assistive technology device loan programs including data collection using assistive technology device loan performance measures and satisfaction surveys; assistive technology device demonstrations including data collection using device demonstration performance measures and satisfaction surveys; assistive technology reutilization programs including data collection using assistive technology reutilization performance measures and satisfaction surveys, as applicable; assistive technology skills development trainings, assessments, and technical assistance; structured presentations including educational conferences and exhibits; and public awareness activities including information and referrals designed to promote education, employment, community living, and telecommunications/information technologies (IT). Assistive technology consultations can be received by contacting an RDC. For more information on the Regional Demonstration Centers and their services, visit the FAAST website at: [www.faast.org](http://www.faast.org).

FAAST headquarter staff administer a statewide assistive technology device loan program and also make available regional assistive technology device loan programs through the RDCs. Assistive technology purchased for statewide and regional device loan programs are being assisted through a statewide needs assessment survey. The assistive technology statewide and regional device loan programs can provide individuals with disabilities access to assistive technology devices to assist in making informed decisions on what assistive technology can best accommodate individuals with disabilities. FAAST's assistive technology reutilization/refurbishing programs within six regions of the state reutilize/refurbish assistive technology devices such as durable medical equipment, computers and other assistive technology for individuals with disabilities.

The FAAST New Horizon Fund Program administers Assistive Technology Loan and Home Based Business Loan programs providing loans to individuals with disabilities and their families for the purchase of assistive technology. The FAAST Assistive Technology Loan program allows Floridians with disabilities to purchase all types of assistive technology to improve independence and quality of life. Individuals with disabilities, family members and others who qualify can borrow at a competitive interest rate for the purchase of assistive technology such as any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals with disabilities including but not limited to home modifications, vehicle modifications, adaptive computer software, hearing aids, low vision aids and recreational equipment. The Home Based

Business Loan program allows for financing of business and equipment needs including, but not limited to, assistive technology to start and/or maintain a home-based business or to establish a work from home telecommuting work station. Individuals with disabilities, family members and others who qualify can borrow at a competitive interest rate to purchase home based business related items such as equipment and technology, desks, computers, fax machines, sewing machines, and farm equipment.

The FAAST website ([www.faast.org](http://www.faast.org)) includes but is not limited to information on FAAST's programs and services and the services of our six 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 website also has a list of assistive technology vendors and service applicants who offer assistive technology, home and vehicle modifications, and other services. The website is also host to *ATBay*, which is a free online device exchange program where individuals can buy, trade, or sell assistive technology. *ATBay* assists with the acquisition and reuse of assistive technology such as adapted vehicles, cognitive aids and adaptive recreation equipment. The FAAST website is designed to be ADA and 508 accessible and has comprehensive up to date self-help resource guides on many disability-related topics.

FAAST maintains a toll-free number (1-888-788-9216); 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.

## **1.B. Need and Purpose**

Accessible regional demonstration center projects are a critical component of access to assistive technology for the purpose of education, employment, community living, and telecommunications. The 2000 census demonstrates that the need is great as the percentage of individuals with a disability in the United States is estimated at 19.3% and for the State of Florida the percentage is estimated at 22.2%. These percentages reflect the number of individuals with some form of disability who are five years of age and older in the United States. This information is based on the U.S. Census 2000; see [www.census.gov](http://www.census.gov) and <http://www.census.gov/prod/2003pubs/c2kbr-17.pdf>. This illustrates the need for a FAAST Gulf Coast Regional Demonstration Center Project so that Floridians with disabilities and their families have access to and acquisition of assistive services and technology. These regional services are vital as the provision of assistive services and technology can enable individuals with disabilities to access employment, education, independent living, and telecommunications/information technologies (IT).

Research has shown that having access to assistive technology and support services is a key to many aspects of independence, employment, self sufficiency and inclusion. Multiple funding streams from various federal, state and local agencies, differences in applicants, and issues related to applicant jurisdiction are just a few factors that make it difficult for individuals with disabilities to access and utilize available assistive technology and support services.

The primary purpose of this project is to offer a viable Regional Demonstration Center Project within the Gulf Coast region to provide assistive services and technology and accessibility to assistive technology with consumer choice in regards to the provision of assistive technology and support services.

The provision of services at a FFAST Gulf Coast Regional Demonstration Center Project including the demonstration of assistive technology devices will need to be provided by qualified staff with technical expertise in the field of assistive technology.

### **1.C. Scope of Work**

The FFAST Gulf Coast Regional Demonstration Center (RDC) Project staff, through a standard subrecipient contract and contract amendments, will collaborate with FFAST, Inc. and community partners to provide access to assistive technology for the purpose of providing regional assistive technology device loans including the collection of data through assistive technology device loan performance measures and satisfaction surveys; assistive technology device demonstrations including the collection of data through assistive technology device demonstration performance measures and satisfaction surveys; assistive technology device reutilization/refurbishing including the collection of data through assistive technology device reutilization/refurbishing performance measures and satisfaction surveys; assistive technology skills development trainings, assessments, and technical assistance; structured presentations including educational conferences and exhibits; and public awareness activities including information and referrals designed to promote education, employment, community living, and telecommunications/information technologies (IT).

The FFAST Gulf Coast RDC Project will provide regional services in the county catchment area of Bay, Escambia, Okaloosa, Santa Rosa and Walton counties where children and adults with disabilities and their families can have access to receive assistive technology consultations, technical assistance and individualized assistive technology instruction.

Through a standard subrecipient contract and contract amendments with FFAST financial support the FFAST Gulf Coast 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 FFAST Gulf Coast 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 FFAST Gulf Coast RDC Project staff will maintain a webpage within FFAST's website with website links to partner agencies in coordination with the FFAST Communications Director.

The FFAST Gulf Coast RDC Project staff will conduct mass media activities, in coordination with the FFAST Communications Director, to promote the FFAST Gulf Coast 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 FFAST Gulf Coast RDC Project personnel with appropriate assistive technology expertise and experience. The FFAST Gulf Coast 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 FFAST Gulf Coast RDC Project personnel will provide monthly, quarterly, and annual baseline data reports with executive summaries that will contain detailed information of appropriate targeted individuals and entities reported under specific Assistive Technology State Plan goals 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, quarterly, and annually during the scope of the FFAST Gulf Coast RDC Project. The baseline data reports, performance measures and satisfaction surveys will include improving access to and acquisition of assistive technology in education, employment, community living, and telecommunications/IT and will be coordinated with the designated FFAST staff liaison assigned to the FFAST Gulf Coast Regional Demonstration Center Project. Monthly reports with executive summaries 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.

#### **1.D. Response to Need and Purpose**

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. The applicant should include any unique perspectives or insights concerning the need for a FFAST Gulf Coast Regional Demonstration Center Project.

#### **1.E. Description of the Objectives/Services to be Provided**

- A. Brief description of your regional demonstration center project.
- B. This section should thoroughly describe the applicant's plan for performing the functions as described in 1.C 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, Inc.
- C. A detailed work plan should be included to chart the progress of the actions to be undertaken. For each major activity included in the work plan, the time frames for completion and the person(s) responsible should be identified.
- D. In addition to the narrative, the applicant will outline (e.g.: list) the services to be provided.
- E. Identify measurable outcomes.

- F. Identify deliverables that will be submitted as part of this project.

### **1.F. Description of Staffing**

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 who 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.

### **1.G. Description of Quality Assurance/Quality Improvement System**

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, Inc. approval and the availability of funds).

### **1.H. Budget and Budget Narrative**

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. The form for submitting the budget may be found in Section 2.O-B & 2.O-C

### **1.I. References**

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. A form for submitting the references and contact information may be found in Section 2.O-A VI.

**SECTION 2:**  
**RFP SUBMISSION INSTRUCTIONS**

## **2.A. FFAST Request for Proposal Acknowledgement Form**

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

## **2.B. Title Page**

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

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

## **2.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 following instructions carefully:

1. Proposals must be delivered sealed, clearly marked "[title]", and delivered by the deadline indicated in Section 4, Proposal Schedule of Events and Deadlines.
2. Proposal pages should be numbered, with 1" margins, single or 1.5 spaced, no larger than letter size (8 1/2" x 11 "). The font size and type is at the discretion of the applicant but must be at least as large as the font type you are currently reading (Times New Roman, 12 point font). Do not include spiral or bound materials or pamphlets. All attachments or exhibits must be letter size and if reduced to letter size must be readable. Ink and paper colors must not prevent the entire proposal from being photocopied.
3. Each proposal should be unbound, collated, and include a table of contents with each section clearly labeled with the appropriate heading.
4. An original and six (6) copies of the proposal and supporting materials are required. At least one copy of the proposal submitted to FFAST must contain an original signature of an official of the applicant who is authorized to bind the applicant to their proposal. The original copy should be marked "original". One electronic version of the proposal also should be submitted on a CD.
5. Applicants must submit proposal items in the following order:
  - A. FFAST RFP Acknowledgement Form (See section 2.A)
  - B. Title Page (See section 2.B)
  - C. Table of Contents (Identifies major sections along with page numbers)
  - D. Response to Need and Purpose (See section 1.D)
  - E. Description of Objectives/Services to be Provided (See section 1.E)

- F. Description of Staffing (See section 1.F)
- G. Quality Assurance/Quality Improvement System (See Section 1.G)
- H. Budget and Budget Narrative (See sections 1.H, 2.O-B, & 2.O-C)
- I. References (See sections 1.I, & 2.O-A VI)
- J. Attachments applicable to applicant proposal
  - I. Required Certifications
  - II. Certification Regarding Lobbying
  - III. Debarment and Suspension Certification Form
  - IV. Letter of Intent

**2.D. Letter of Intent to Submit a Proposal**

Submission of the **Letter of Intent form (Attachment IV)** within the time indicated on the Schedule of Events and deadlines (Section 4) is encouraged of all prospective proposers. Organizations that submit a Letter of Intent to submit a proposal will receive a copy of all addenda, clarifications to the RFP, and responses to written questions. Prospective bidders are not required to submit a Letter of Intent, but if they do not, the bidder will be responsible for obtaining any and all additional information about the RFP, including addenda, clarifications, and answers to questions from FFAST website ([www.faast.org](http://www.faast.org)). The submission of a Letter of Intent to submit to FFAST, Inc. does NOT require or mandate an agency to submit a proposal.

**The Letter of Intent should be submitted via Fax, Email, US mail, or commercial carrier, or hand delivered to:**

Steve Howells, Executive Director  
 Florida Alliance for Assistive Services and Technology, Inc.  
 3333 W. Pensacola St., Bldg. 100, Ste. 140  
 Tallahassee, FL 32304  
 Fax: 850-575-4216  
 Email: [showells@faast.org](mailto:showells@faast.org)

**2.E. Acceptance of Proposals**

Proposals must be received by FFAST, Inc. in accordance with the Proposal Schedule of Events and Deadlines listed in Section 4 of this document at 3333 W. Pensacola St., Bldg. 100, Ste. 140, Tallahassee, FL 32304. No changes, modifications or additions to the proposals submitted after this deadline will be accepted by or be binding on FFAST, Inc. Any proposal submitted shall remain a valid offer for at least 60 days after the proposal submission date. Proposals not received at either the specified place, or by the specified date and time, or both, will be rejected and returned unopened to the prospective applicant by FFAST, Inc. Proposals may be sent via U.S. Mail, Express mail, or hand delivered. **PROPOSALS SUBMITTED BY FACSIMILE OR ELECTRONICALLY WILL BE REJECTED.**

FFAST, Inc. 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, Inc. 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, inc. may correct minor irregularities but is under no obligation to do so whatsoever.

## **2.F. Withdrawal of Proposal**

A written request for withdrawal, signed by the applicant, may be considered if received by FFAST, Inc. 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, Inc. 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.

## **2.G. Posting of Proposals Ranking**

Ranking of responses to the RFP will be posted at the FFAST, Inc. headquarters, 3333 W. Pensacola St., Bldg. 100, Ste. 140, Tallahassee, FL 32304 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).

## **2.H. 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 may 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.

FAAST 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.

## **INSTRUCTIONS TO PROSPECTIVE APPLICANTS**

### **2.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 Mr. Steve Howells, FAAST Executive Director, at Toll-free voice 1-888-788-9216, ext. 102; TDD 1-877-506-2723, ext. 102; 850-487-3278, ext. 102, fax at 850-575-4216; or email at [showells@faast.org](mailto:showells@faast.org).

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

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

FAAST, Inc. is not liable for any costs incurred by any applicant in responding to this RFP. All proposals become the property of FAAST, Inc. and will not be returned to the applicant once opened. FAAST, Inc. 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**

### **2.K. Funding Source**

The Regional Demonstration Center Project is funded in part by FAAST, Inc., 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.

### **2.L. Allowable Costs**

The Florida Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing *Reference Guide for State Expenditures* found at: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/) and the following Office of Management and Budget Circulars are used as guidelines to determine allowable costs depending on the organizational structure of the entity submitting a proposal: (1) A-21 Cost Principles for Educational Institutions, (2) A-87 Cost Principles for State, Local and Indian Tribal Governments, and (3) A-122, Cost Principles for Non-Profit Organizations. Allowable costs pertaining to this RFP 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.

## **2.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: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/) 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. Staff overtime pay.
9. Supplanting of local, state, or federal funds.
  
10. Acquisition of real property, building construction, alterations, renovations, or other capital improvements.
11. Purchase of medical care or social services.

## **2.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

2.O.-A

I. Response to Need and Purpose

II. Description of objectives of project/services to be provided

A. Brief Project Description

B. Narrative of Plan to Perform Various Activities

C. Detailed Work Plan

D. List of Services to be Provided

E. Measurable Outcomes

F. Deliverables

III. Description of Staffing

IV. Description of Quality Assurance/Quality Improvement System

## V. Budget and Budget Narrative

## VI. References

Bidders are required to submit three (3) references for whom similar services have been performed as those requested in this RFP. FFAST, Inc. 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, Inc. one of the references may be FFAST, Inc. assessment of performance completed at the conclusion of the previous contract. Three attempts will be made to contact each reference.

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

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

**2.O -B. BUDGET REQUEST –**

<b>BUDGET ITEM</b>	<b>MATCH AMOUNT</b>	<b>SOURCE OF MATCH</b>	<b>FAAST FUNDS REQUESTED</b>	<b>TOTAL COST</b>

**2.O. C. Budget Narrative**

**SECTION 3:**  
**EVALUATION OF RFP**

## **SECTION 3: EVALUATION OF RFP**

### **3.A. Description of Ranking**

Ranking of proposals will be based on the scoring by an RFP Scoring/Selection Committee of the FAAST Board of Directors with the proposal scoring the highest being ranked first. A final site visit to the applicant with the highest ranking may be conducted prior to final contract negotiations.

### **3.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 members of the FAAST Board of Directors.

### **3.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 FAAST Board of Directors. 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 Accountant of FAAST.

The highest ranked proposal will be funded through this RFP. If negotiations to contract with the highest ranked subcontractee 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 FAAST Board of Directors recommends otherwise. All proposals will remain with FAAST, Inc. and will not be returned to the applicant after the RFP process is completed. Scored criteria are grouped into the following categories and weighting:

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

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

#### **2.0 Description of Objectives/Services to be Provided (35 Maximum points)**

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

#### **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.

**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.

**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.

**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, Inc. one of those references may be FFAST, Inc. assessment of performance.

**TOTAL MAXIMUM POINTS 100**

**3.D. Identical Tie Bid**

When evaluating proposals, if FFAST, Inc. is confronted with identical scoring from multiple applicants, FFAST, Inc. 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 FFAST Board will select the proposal deemed in the best interest of FFAST, Inc.

**SECTION 4:**  
**PROPOSAL SCHEDULE OF EVENTS  
& DEADLINES**

**SECTION 4: PROPOSAL SCHEDULE OF EVENTS & DEADLINES**

ACTIVITY/EVENT	DATE	METHOD
RFP Release	Friday, May 20, 2011	FAAST's Electronic Notification System and Florida Administrative Weekly
<p>Optional Letter of Intent should be submitted via Fax, Email, US Mail, or commercial carrier, or hand delivered and is requested by this date (although not mandatory)</p> <p>Written questions due to FAAST</p>	<p>Prior to 5:00 pm EST Tuesday, June 14, 2011</p>	<p>Submit to: Steve Howells, Executive Director FAAST, Inc. 3333 W. Pensacola St. Bldg. 100, Ste. 140 Tallahassee, Florida 32304 Phone: 850 / 487-3278, ext. 102 Toll-Free: 1-888-788-9216, ext. 102 TDD: 1-877-506-2723 Fax: 850 / 575-4216 Email: <a href="mailto:showells@faast.org">showells@faast.org</a></p>
FAAST responses to applicants' written inquiries	Tuesday, June 28, 2011	Responses to inquiries mailed to all applicants who submitted an optional letter of intent and posted at FAAST's website ( <a href="http://www.faast.org">www.faast.org</a> ).
Sealed RFP proposals due and Opened	<p>Prior to 5:00 pm EST Friday, July 15, 2011</p>	<p>U.S. Mail, Express Mail, &amp; Hand Delivery Submit to: Steve Howells, Executive Director FAAST, Inc. 3333 W. Pensacola St. Bldg. 100, Ste. 140 Tallahassee, Florida 32304</p>
Mandatory Criteria Evaluation and proposal scoring completed	Friday, July 29, 2011	Selection Committee of the FAAST Board of Directors Meets

<p>Anticipated Posting of top ranked applicant RFP proposals (Posting is for 72 hours)</p>	<p>Wednesday, August 10<sup>th</sup> – Friday, August 12, 2011</p>	<p>Posted by written notice at:          FAAST, Inc.          3333 W. Pensacola St.          Bldg. 100, Ste. 140          Tallahassee, Florida 32304          AND FAAST website (<a href="http://www.faast.org">www.faast.org</a>)</p>
<p>Begin contractual negotiations</p>	<p>Monday, August 15, 2011</p>	
<p>Anticipated contract start date</p>	<p>October 1, 2011</p>	

**SECTION 5:**  
**FORMS AND TEMPLATES**

**ATTACHMENT I**

**FAAST, INC. 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, Inc.

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 II**

**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, Inc. contract/subcontract, the making of any FFAST, Inc. grant, the making of any FFAST, Inc. funded loans, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any FFAST, Inc. contract/subcontract, grant, loan, or cooperative agreement.
2. If any funds other than FFAST, Inc. 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 III

### 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, Inc. 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 FAAST'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: \_\_\_\_\_

**ATTACHMENT IV**

**LETTER OF INTENT**  
**(Requested prior to 5:00 pm EST [date])**

**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, Inc. 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: \_\_\_\_\_

**SECTION 6:**  
**TERMS & CONDITIONS**

## **6.A. Terms of Agreement**

The contract resulting from this RFP will be in effect between **October 1, 2011 – September 30, 2012** (a 12 month period). Funding for this standard subrecipient contract and annual contract period will not exceed \$87,710.07 unless and until the subcontract is negotiated and amended to provide funds for transition related services, a regional assistive technology device loan program and/or a regional assistive technology device reutilization/refurbishing program.

FAAST, Inc. reserves the right to negotiate with the bidder awarded the contract a final project budget and scope of work. FAAST, Inc. may approve continuation contracts for subsequent twelve-month periods in accordance with **287.058(1)(f), 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, Inc. funding may or may not be available at the same level as in year one.

A match requirement is required in each proposal of not less than 33% of the total project costs, to be finalized as part of the negotiations process. Grantees must match \$1 for every \$3 requested to reach a 33% match of the total approved cost of the regional demonstration center project. Documentation of 33% match of regional demonstration center project expenses must be maintained. The match requirement may be satisfied by values placed on in-kind contributions or through grantee-incurred costs, or by a combination of the two. Not more than 50% of said match requirement shall be "in-kind" match and not more than 5% of said match requirement shall be volunteer time of individuals who are not grantee employees. Costs paid by other state and federal grants may not be used for match. The match must fund activities directly related to the project. Indirect cost is calculated on and cannot exceed ten percent (10%) of total salary and fringe benefits.

### **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, Inc.

Step 2: Letter of Intent submitted in accordance with the Proposal Schedule of Events and Deadlines listed in Section 4.

Step 3: Written Questions submitted in accordance with the Proposal Schedule of Events and Deadlines listed in Section 4.

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

Step 5: Applicants' RFP proposals submitted in Accordance with the Proposal Schedule of Events and Deadlines listed in Section 4.

Step 6: Mandatory Criteria Evaluation.

Step 7: Proposal scoring.

Step 8: Contract negotiations.

## **6.B. Contact Person**

This RFP is issued by FFAST, Inc. 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 sole point of contact is:

Steve Howells, Executive Director  
FAAST, Inc.  
3333 W. Pensacola St.  
Bldg. 100, Ste. 140  
Tallahassee, Florida 32304  
Phone: 850-487-3278, ext. 102  
Toll-Free: 1-888-788-9216, ext. 102  
TDD: 1-877-506-2723, ext. 102  
Fax: 850-575-4216  
E-mail: [showells@faast.org](mailto:showells@faast.org)

## **6.C. Applicant Disqualification**

To be disqualified as an applicant under this provision, the applicant must have: (1) had a contract terminated by FFAST, Inc. 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.

## **6.D. Applicant Performance**

The applicant's performance will be assessed and documented throughout the life of the contract by the designated FFAST staff liaison assigned to the FFAST Gulf Coast Regional Demonstration Center Project and other FFAST staff as designated by the FFAST Executive Director. 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 of the designated FFAST staff liaison assigned to the FFAST Gulf Coast Regional Demonstration Center Project in accordance with the contract as well as the end result of the project.

During the life of the contract the designated FFAST staff liaison assigned to the FFAST Gulf Coast Regional Demonstration Center Project and other designated FFAST staff will conduct monthly desk monitoring reviews, annual and follow up onsite 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 designated FFAST staff liaison assigned to the FFAST Gulf Coast Regional Demonstration Center Project and other designated FFAST staff 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, Inc. This information will become a part of the applicant's performance profile for use by FFAST staff and the FFAST Board of Directors RFP Scoring/Selection Committee when assessing RFP proposals and when developing and implementing subsequent contracts with this applicant.

#### **6.E. Limitations on Contacting FFAST Personnel, Board Members and Committee Members**

Prospective applicants are prohibited from contacting FFAST, Inc. personnel, FFAST Board 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, Inc. will conduct regularly scheduled business with applicants currently under contract with FFAST, Inc.

### **CONTRACT PROVISIONS**

#### **6.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 reprocurement 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, Inc. vendor mailing list.

#### **6.G. Unauthorized Aliens**

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

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

The basis for administrative pre-site visits is for FFAST, Inc. 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, Inc. 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.

## **6.I. Oral Presentation**

After the proposals have been ranked, FFAST, Inc., 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, Inc. will identify individuals to be present and review all oral presentations.

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

Questions related to this RFP must be received in writing by the contact person listed in Section 2.D and accordance with the Proposal Schedule of Events and Deadlines listed in Section 4 of this document. Questions may be sent by US Mail, facsimile, express mail, or hand-delivered. **Telephone calls and/or emails are not a substitute for the process listed above.** Responses to questions will also be in accordance with the Proposal Schedule of Events and Deadlines listed in Section 4.

## **6.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.

## **6.L. Trade Secrets**

FFAST, Inc. 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.

### **6.M. Sub-contracting**

The successful applicant may, only with **prior written approval** of FFAST, Inc., 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, Inc.'s Executive Director or other designated FFAST staff. 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, Inc. 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, Inc.

### **6.N. Standard Contract**

FFAST, Inc.'s Standard Contract contains all administrative, financial and nonprogrammatic terms and conditions usually mandated by federal or state statute and policy of FFAST, Inc. 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, FFAST will provide examples on same.