

Invitation for Proposal #2020-SA-900 Title: ADVOCACY SUMMIT

Attention Interested Parties

Date of Release: March 10, 2020

Due Date: All submissions must be received by 4:00 p.m. (EDT) on April 9, 2020.

Notification of Winning Proposal Results: May 13, 2020

Contact: All questions related to this Invitation for Proposal shall be sent via email by 4:00 p.m. (EDT) on March 19,

2020 to:

Holly Hohmeister, Senior Manager, Programs and Contracts Florida Developmental Disabilities Council, Inc. 124 Marriott Drive, Suite 203 Tallahassee, FL 32301 proposal@fddc.org

QUESTIONS ARE TO BE SUBMITTED IN WRITTEN FORMAT ONLY. THIS IS A LEGAL PROCESS AND WE CANNOT ANSWER QUESTIONS VERBALLY. Answers to any questions received will be posted on the FDDC website (fddc.org) by March 24, 2020.

Cone of Silence: For purposes of this solicitation, FDDC has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods or services (formal proposals, Request for Proposals, Invitation for Proposals, Request for Bids) issued by the FDDC with the exception of the formal written questions that may be submitted as described above. The period commences from the date of advertisement until award of contract.

Applicable Laws and Regulations: All applicable Federal and State laws, county and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the services to be provided shall apply to the bid/proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

Funds Available: The Florida Developmental Disabilities Council, Inc. (FDDC) has set aside a maximum of \$300,000 federal funds for a period not to exceed 18 months for fiscal support of this proposal. The award will remain firm for the contract period unless addendums to the scope of work are required by the funder.

Funding Source: 100% federal funds, CFDA #93.630 from the U.S. Department of Health & Human Services, Administration on Intellectual and Developmental Disabilities, through FDDC.

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

Evaluation of Award: All proposals received by the due date and time will be evaluated by the FDDC. Each submitted proposal that is responsive as determined by FDDC by meeting the minimum qualifications and price will be reviewed and scored according to the criteria set forth in the Invitation for Proposals by a scoring committee. The Council will then undertake a risk review of the offeror for each proposal scoring over a 70. This review will consist of three components: (1) a self-assessment of risk completed by the applicant; (2) inherent risk assessment; and (3) an assessment of prior performance if the offeror has previously contracted with the Council.

An offeror will receive a rating of LOW, MODERATE, or HIGH for each applicable component. A rating of HIGH risk does not preclude the offeror from receiving the subaward if determined appropriate under the circumstances by the Council's State Plan Committee; however, the ratings may be used to determine which subawards may require specific award conditions, closer supervision and/or more detailed monitoring strategies. The Council's State Plan Committee may also choose not to fund an award based upon the risk assessment if it determines that elevated risk will adversely affect the Council's ability to fulfill its duty as a steward of federal funds.

The Council's State Plan Committee will utilize the Risk Assessment ratings in addition to the score received from the scoring committee as part of the evaluation in its decision to fund the subaward. The State Plan Committee will review the risk assessment ratings for the top-scoring offeror and determine whether or not to fund the top-scoring proposal. If the top scoring proposal is not funded because the Risk Assessment has been determined to be too great by the Council's State Plan Committee or if negotiations with the top scoring offeror are unsuccessful, the proposal will no longer be considered, and the State Plan Committee may review the risk assessment ratings for the second highest scored proposal and determine whether or not to fund the proposal. This process will continue until a subaward is made, or until the State Plan Committee recommends otherwise. Please note that the State Plan Committee may use the prior performance ratings for proposers with a history of contracting with the Council as the deciding factor of an award based on specific experiences of compliance/non-compliance with Council guidelines.

The FDDC reserves the right to reject any or all proposals. No work shall begin until a contract is executed by the FDDC.

Project Contract Type: Cost reimbursement based on review of deliverables that demonstrates a satisfactory level of performance and expenditures.

Project Contract Period: All work shall be completed within 18 months of the contract execution date.

Background and Purpose of Proposal

Individuals with intellectual and developmental disabilities, also known as self-advocates, and family members have important experience and knowledge that policymakers need in order to make informed decisions about policies and laws. The Council prioritizes its role in leadership development and advocacy skill-building through its Partners in Policymaking program, Florida Self-Advocates Network'D (Florida SAND), and the Developmental Disabilities (DD) Network Leadership Cadre. Partners in Policymaking is a leadership training program for family members and self-advocates that seeks to develop productive partnerships between people who need and use services and those in a position to create policies and laws. Florida SAND is a state-wide association of self-advocates that exists to support education and advocacy efforts at the local, grassroots level and to provide a united voice for state-wide issues and topics that are important to all persons with intellectual and developmental disabilities in Florida. The DD Network Leadership Cadre, consisting of approximately eight members representative of self-advocates, agency and DD Network designees, have engaged in two years of leadership training as the next generation of leaders in the field of intellectual and developmental disabilities. The Family Care Council Florida's (FCCF) mission is to educate and

empower individuals with developmental disabilities and their families, partnering with the Agency for Persons with Disabilities (APD), to bring quality services to individuals with dignity and choice.

While the Council's projects continue to be successful, more in-depth training and connection with the Family Care Council Florida and Partners in Policymaking alumni, along with Florida SAND and the DD Network Leadership Cadre, is needed to advance collaboration and leadership throughout Florida.

This project seeks to develop and conduct an Advocacy Summit designed to provide advanced training in advocacy and public policy issues that will be utilized in systems change efforts. The overall goal of the Advocacy Summit is to advance the participants' knowledge of advocacy and public policy issues that will be utilized in systems change efforts via local and regional implementation through partnerships between Partners in Policymaking alumni, Florida SAND, the Family Care Council Florida, and the DD Network Leadership Cadre.

The FDDC is seeking entities to apply who meet the following qualifications and can demonstrate the ability to fulfill the scope of work outlined in this proposal.

Preferred Qualifications:

- 1. Have relevant experience in
 - a. Project management and evaluation,
 - b. Large scale event planning (e.g., conferences, summits),
 - c. Facilitating major events (e.g., conferences, summits) with diverse stakeholders, and
 - d. Facilitating development of action plans and following up on progress;
- 2. Have experience working with individuals with intellectual and developmental disabilities and their family members;
- 3. Have experience with local, regional, state, or national level advocacy.

Scope of Work and Services to be Provided:

- 1. Convene a stakeholder workgroup for a minimum of four face-to-face or remote meetings to provide input into the design of the Advocacy Summit.
 - a. Work with Council staff to identify and invite workgroup members representing diverse groups of advocates and stakeholders.
 - b. Determine a schedule for meetings.
 - c. Create agendas and prepare minutes for each meeting.
 - d. Facilitate workgroup discussion and record recommendations for the Advocacy Summit.
- 2. Plan and coordinate all facets of work for the Advocacy Summit, to include but not be limited to:
 - a. Develop a work plan/timeline for conducting the Advocacy Summit.
 - b. Select a location for the Advocacy Summit that is accessible to individuals with intellectual and developmental disabilities.
 - c. Assure all accessibility requirements are met (e.g., sign language interpreters, personal care attendants, adequate space for persons using wheelchairs).
 - d. Coordinate all food, training materials, audiovisual needs, and other related essentials for the Advocacy Summit.
 - e. Develop agenda and schedule of events for the Advocacy Summit.
 - f. Secure relevant speakers.
 - g. Work with Council staff to determine participant list to include Partners in Policymaking alumni, Florida Self-Advocates Network'D (Florida SAND); Florida SAND Advisors/Allies, Family Care Council Florida, and DD Network Leadership Cadre members.
 - h. Recruit and invite participants.
 - i. Coordinate all travel arrangements and reimbursement, including provisions of assistance as needed.

- 3. Conduct the 2 ½ day Advocacy Summit for approximately 150 attendees.
 - a. Facilitate all aspects of conducting the Advocacy Summit, including the following:
 - i. Develop and issue a pre-summit knowledge assessment.
 - ii. Facilitate opening or closing keynote address.
 - iii. Identify common priorities that are essential to everyone. Common priorities may need be solicited in advance of the Advocacy Summit.
 - iv. Facilitate intensive, topical breakout training sessions for advancing advocacy skills and regional planning.
 - v. Facilitate development of regional implementation action plans based on common priorities. The workgroup, along with Council staff, will assist in determining the regions prior to the Advocacy Summit. A maximum of six regions is anticipated.
 - vi. Facilitate development of individual implementation action plans based on unique issues/priorities within each individuals' city or county.
 - vii. Evaluate effectiveness of the Advocacy Summit.
 - a. Develop and issue post knowledge assessments.
 - b. Develop and issue a stakeholder satisfaction survey at the end of the Advocacy Summit.
- 4. Evaluate effectiveness of the Advocacy Summit and short-term outcomes.
 - a. Evaluate short-term impact of the Advocacy Summit through follow-up surveys and/or interviews to assess progress on regional and individual implementation action plans.
 - b. Develop a final report to minimally include sign-in sheets, agenda, training materials, common priorities, regional and individual implementation plans, pre- and post knowledge assessment results, satisfaction survey results, and immediate and short-term outcomes.

Sections for Offeror to Complete

Section 1: Offeror Contact Information

Include the following contact information: Name of organization replying to invitation for proposal address (including city, state, and zip code); phone number; contact person's name, title, and email address; Tax Identification Number (TIN); and an original signature of the person authorized to submit the proposal.

Section 2: Describe the organizational capacity of the offeror to meet the specified qualifications, address the need/purpose of this project, and complete the scope of work and services to be provided as described on pages two through four of this Invitation for Proposal.

Section 3: Provide the name of key staff who will work on the project, including educational background, length of time with the organization, and current title. Attach current resume or curriculum vitae (CV) of each team member to be involved in the project.

Section 4: Provide an all-inclusive cost to conduct work and a brief budget narrative using the attached format on page seven. Indirect cost cannot exceed ten percent (10%) of total salary and fringe benefits unless the entity has an approved federally recognized negotiated indirect cost rate in accordance with the Uniform Guidance.

Calculate total hours to complete work and provide an hourly rate and total of hours for each team member involved. The budget narrative should explain and demonstrate that each entry on the line item budget is allowable, reasonable, and necessary. The funds requested from FDDC must remain within the identified range of available funding. The budget and budget narrative must present a cost-effective funding level for achieving the purpose of the project. Costs must be in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance) https://www.gpo.gov/fdsys/pkg/CFR-2017-title2-vol1-part200-subpartE.xml.

All proposed budget items and amounts are subject to final approval.

Section 5: Provide a list of references for all relevant and related work performed over the past five years, including a contact name, phone number, and email address for each reference. The references should describe the type of work conducted and when it was undertaken and completed. At a minimum, two (2) references will be contacted to obtain recommendations of the offeror's performance.

Section 6: Provide completed required Forms 1-5 with an original signature for each form.

Format for Submission

Offeror shall submit a written narrative answering each section in the "Sections for Offeror to Complete" (all six sections must be completed with section headings in the order listed above). Use a 12 point Arial font size, 1.5 space, and limit your response to 10 numbered pages, not including resumes, curriculum vitaes, references, and required forms. Attachments beyond the required forms identified in Sections 3 and 6 will only be used to support the IFP requirements. An original and seven (7) hard copies of your response and attachments are required. All submissions must be marked with the Invitation for Proposal #2020-SA-900.

Due Date: All submissions must be received by 4:00 p.m. (EDT) on April 9, 2020.

Submit proposal to: Holly Hohmeister, Senior Manager, Programs and Contracts

Florida Developmental Disabilities Council, Inc.

124 Marriott Drive, Suite 203

Tallahassee, FL 32301

BUDGET REQUEST FORMAT

BUDGET ITEM	FDDC REQUESTED FUNDS	BUDGET NARRATIVE
Salary		
Benefits		
Staff Travel		
Participant Travel		
Supplies		
Printing		
Translator(s) for live venues		
Meeting Room Costs		
Indirect Costs		
Other: Describe any other budget items listed.		
TOTAL	\$	

Mandatory Terms and Conditions for Procurement

- 1. Certification of Disbarment and Suspension: Authorized signature required on Form #1.
- 2. Conflict of Interest: Authorized signature required on Form #2.
- **3. Cone of Silence:** Authorized signature required on Form #3.
- 4. Indemnification and Hold Harmless: Authorized signature required on Form #4.
- 5. Self-Assessment of Risk: Completed self-assessment with authorized signature required on Form #5.

6. Termination:

a. Termination at Will.

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

b. Termination Because of Lack of Funds.

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

c. Termination for Breach.

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

7. Records and Documentation:

- a. The provider shall keep and maintain public records required by public records laws for a minimum of three (3) years following the end date of the contract.
- b. Upon request from the Council, the provider will provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the guidelines of Chapter 119, Florida Statutes.
- c. The provider shall ensure the public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Council.
- d. The provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state regulations and federal law or regulations (45 CFR s. 205.50), except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.
- e. The provider is responsible for maintaining documentation of all tasks and deliverables under this contract. Records and documentation of events sponsored under this contract include, but are not limited to, the agendas, meeting minutes, conference calls, Best Practices Manual, brochures, handouts, sign-in sheets, evaluations, survey reports, and documentation of printed materials.
- f. The provider agrees to retain all records of individuals receiving services, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of three (3) years after termination of the contract, or if any audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings. The provider will cooperate with the Council to facilitate the duplication and transfer of any said records or documents during the required retention period.
- g. Upon completion of the contract, the provider may transfer, at no cost, to the Council all public records in possession of the provider or keep and maintain public records required by the public agency to

perform the service. If the provider transfers all public records to the Council upon completion of the contract, the provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the provider keeps and maintains public records upon completion of the contract, the provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Council's custodian of public records, in a format that is compatible with the information technology systems of the Council. §119.0701(2), F.S.

8. Nondiscrimination Policy:

- a. All contractors who are the recipients of FDDC's funds or who propose to perform any work or furnish any goods under agreements with FDDC, shall agree to these important principles:
 - i. Contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractors.
 - ii. Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the intent of this section.
- 9. Trafficking Victims Protection Act (TPVA) of 2000, as amended (22 U.S.C.7104): Provider will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits contractor/consultant from (1) engaging in severe forms of trafficking in persons during the period of time that this agreement is in effect; (2) procuring a commercial sex act during the period of time that this agreement is in effect; or (3) using forced labor in the performance of the contracted services under this agreement.
- 10. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms: Provider will comply with the requirements of 2 CFR 200.321 to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

<u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY</u> MATTERS

This certification is required by the regulations (2 CFR Part 200, Appendix (II)(H)) implementing Executive Order 12549 and 12689, 2 CFR part 180, Section 180.355.

As the duly authorized representative of the offeror, I certify, to the best of my knowledge and belief, that neither the offeror nor its principals:

- 1) Are presently excluded or disqualified;
- 2) Have been convicted within the preceding three years of any of the offenses listed in s.180.800(s) or had a civil judgment rendered again it for one of those offenses within the time period;
- 3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission or any of the offenses listed in s.180.800(s); or
- 4) Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all offerors, must disclose if any FDDC employee, appointed official, or if any of its agencies is also an owner, corporate officer, agency, or employee of their business.

Indicate either "yes" (a FDDC employee, appointed official, or agency is also associated with your business), or "no".

YES	NO	_
If yes, give person(s) name(s)	and position(s) with your business.	
NAME(S)	POSITION(S)	
OFFEROR NAME:		
OTTENON NAME.		
AUTHORIZED SIGNATURE:		
PRINTED NAME:		
TITLE:		
ADDRESS:		
PHONE:		
E-MAIL:		
DATE:		

CONE OF SILENCE CLAUSE

FDDC has established a solicitation silence policy for this procurement (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Invitation for Proposals, Requests for Qualifications, Invitation to Quote, Invitation to Negotiate) issued by the FDDC through its staff.

The period commences upon receipt of the procurement proposal, by FDDC, and terminates upon FDDC's approval to award a contract or reject all responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the FDDC, the Executive Director, employees or members of the FDDC Approved Review Committee. All questions or requests for information regarding the solicitation <u>MUST</u> be directed to the designated Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids/proposals are due, should be directed to the Executive Director or an appointed representative. It shall be the Executive Director decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

By signing this certification as an authorized official of the below-referenced offeror, we hereby agree to abide by the FDDC Cone of Silence Clause and understand that violation of such shall result in disqualification of the proposal.

AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE:	
OFFEROR NAME:	
DATE:	

INDEMNIFICATION AND HOLD HARMLESS

Offeror shall indemnify and hold harmless FDDC, its officers and employees from liabilities, damages, losses, and costs, including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Offeror and other persons employed or utilized by the Offeror in the performance of this Agreement.

OFFEROR NAME:		
AUTHORIZED SIGNATURE:	 	
PRINTED NAME:	 	
TITLE:		
ADDRESS:		
ADDRESS.		
PHONE:	 	
E-MAIL:	 	
DATE:		
D/ (I L.	 	

FORM # 5 SELF-ASSESSMENT OF RISK PURPOSE AND BACKGROUND

The purpose of the Self-Assessment is to obtain an understanding of your organization's capacity to adequately document, record, track, and report expenditures of federal funds as well as evaluate your organization's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the resulting subaward. The assessment of risk is a requirement for use of our federal funds.

During the funding process, each submitted proposal will be reviewed and scored according to the criteria set forth in the Invitation for Proposals. The Council will then undertake a risk review of the offeror for each proposal scoring over a 70. This review will consist of three components: (1) a self-assessment of risk completed by the applicant; (2) inherent risk assessment; and (3) an assessment of prior performance if the offeror has previously contracted with the Council.

Based upon the following scale, an offeror will receive a rating of LOW, MODERATE, or HIGH for each applicable component. Please note that a rating of HIGH risk does not preclude the offeror from receiving the subaward. The Council's State Plan Committee will utilize the Risk Assessment ratings in its decision to fund the subaward.

Score	Rating	Assessment
0-3	HIGH	Requires intensive follow-up and may require action plan to address identified risks. Specific follow-up requirements will vary but may include contract conditions such as providing additional or more detailed financial and project reports; establishing additional prior approvals; or undergoing specific technical assistance. An action plan may be required to address specific areas of identified risk.
4-6	MODERATE	May need improvement or technical assistance to improve identified risks. Specific follow-up requirements for improvement will vary but may include contract conditions such as periodically providing detailed financial and project reports; establishing prior approvals; or undergoing specific technical assistance.
7-12	LOW	Indicates offeror's internal controls likely to reduce non-compliance or fraud. Requirements typically include standard contract conditions for providing detailed financial and project reports; prior approvals; or technical assistance.

FORM #5 SELF-ASSESSMENT OF RISK

INSTRUCTIONS: Each offeror MUST COMPLETE the following self-assessment questions and sign/date the form.

1	Does your organization have experience managing state or federal funds?	YES	NO
2	Is the amount of the proposed funding less than 50% of your average revenues for the last 24 months?	YES	NO
3	Does your organization have the capacity to operate on a cost reimbursement basis?	YES	NO
4	Is it a correct statement that your organization has not experienced a significant change in personnel or accounting systems within the past 12 months?	YES	NO
5	Does your organization have an annual audit?	YES	NO
6	Is it a correct statement that your organization is not under a corrective action plan as a result of audit or monitoring findings?	YES	NO
7	Is it a correct statement that your organization is not involved in active lawsuits or has not been made aware of any potential lawsuits?	YES	NO
8	Does your organization have a history of submitting timely deliverables?	YES	NO
9	Does your organization have a history of submitting timely and accurate fiscal reports?	YES	NO
10	Does your organization have an accounting system that will track receipts and expenditures by grant/contract?	YES	NO
11	Does your organization have the ability to record and track staff time incurred by project?	YES	NO
12	Does your organization have written policies and procedures for procurement, personnel, property, and subcontracts (if applicable)?	YES	NO
	To calculate your total score, count 1 point for each "Yes" res	sponse	

I have made a good faith effort to complete this Self-Assessment form. The information provided is correct, current, and complete to the best of my ability. I understand that any false or misleading responses are grounds for dismissal of this proposal, termination of the resulting subaward, and possible restrictions on future awards. I certify that my organization is currently not suspended or disbarred from doing business with the federal government.

Offeror Name		
Signature of Authorized Representative of Offeror	Date	
Printed Name and Title		