

**REQUEST FOR PROPOSAL (RFP) # 01-24
TO PROVIDE OLDER AMERICANS ACT
TITLE III – B, C and E SERVICES
IN OKALOOSA COUNTY
January 1, 2024 – December 31, 2024**

**PLANNING AND SERVICE AREA (PSA) 1
STATE OF FLORIDA**



**NORTHWEST FLORIDA AREA
Agency
on Aging**

**Northwest Florida Area Agency on Aging, Inc.
PSA 1 Aging Disability Resource Center
5090 Commerce Park Circle
Pensacola, Florida 32505**

RELEASE DATE: August 7, 2023

PROPOSAL DUE DATE: September 5, 2023

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1. INTRODUCTION

1.A. Statement of Purpose: The Older Americans Act of 1965, as amended, provides that area agencies on aging shall enter into agreements with service providers for the delivery of support services to meet identified needs of elders within established Planning and Service Areas (PSAs). The Florida Legislature mandates that awards and contracts of \$35,000 or more be competitively bid at a minimum of every six (6) years. The issuance of this request is in compliance with these statutory requirements.

By release of this document, the **Northwest Florida Area Agency on Aging, Inc. (NWFAAA)**, solicits applications from qualified service providers interested in administering delivery of Older Americans Act (OAA), Title III-B, C and E, services to eligible individuals in Okaloosa County for the program year January 1, 2024 to December 31, 2024 with an option to renew an additional five (5) years. Any public or private non-profit agency or organization, incorporated under the laws of Florida, is eligible to receive a subgrant or contract for services funded under the Older Americans act; any proposed contract between an area agency and a profit-making organization to provide services under an area plan must receive approval from the Florida Department of Elder Affairs (DOEA) prior to execution. Disbarred/suspended parties are ineligible. Certified Minority Business Enterprises are encouraged to apply.

It is the intent of the United States Congress, DOEA and the NWFAAA that OAA services be client-centered with emphasis on quality, consumer satisfaction, and performed at reasonable cost. The goal of service delivery is to assist consumers with living independently and safely in the least restrictive community environment while maintaining their dignity and quality of life.

Service delivery must be:

- Performed by qualified and trained persons.
- Provided to eligible individuals at a cost competitive within Florida's PSA 1.
- Matched by local resources either cash or in-kind.
- Targeted toward those with the greatest economic and social needs.
- Operated in accord with DOEA standards, contractual specifications, and all other applicable local, state, and federal regulations.

The provision of services shall be for the stated period, January 1, 2024 through December 31, 2024. Contracts may be renewed on a yearly basis, not to exceed five (5) additional consecutive years beyond the initial period. **Renewals shall be contingent upon the satisfactory performance evaluations as determined by the area agency.** Awards are subject to availability of funds from the Florida Department of Elder Affairs.

1.B. Statement of Need: Frail elders, with fewer resources who may live alone, in supportive services to help maintain the physical, mental, and social functioning of older adults in community settings. Long-term care usually equates to nursing home placement, even when the need is more custodial than medical.

When faced with the financial and social crises of our older adults, geriatric practitioners in both public and private domains are recognizing the necessity for the timely matching of individual needs with the appropriate type and level of service. With careful attention to this process, a greater number of older adults can remain independent and productive for longer periods with the possibility of an enhanced quality of life. To advance this objective, the OAA Title III provides basic nutritional and supportive services for elders to be undertaken as a partnership among older citizens, community agencies, and governmental entities.

1.C. Description of the Okaloosa Community Care Service Area (CCSA): This RFP pertains to only one county, Okaloosa. It has a total population of 205,906. Of this number, 51,608 are 60 years of age or older. Elders 60+ living at or below the poverty level number 3,585; elders who are members of a minority group number 7,577. There are 4,768 elders 85+ years of age. Probable cases of Alzheimer's disease number 4,609, while 7,695 elders have two or more disabilities.

To enhance provision of services to frail elders at the local level, the State of Florida is charged by the OAA with dividing the state into planning and service areas (PSAs). An area agency on aging administers each of the 11 districts. Florida statute then requires area agencies to designate CCSAs within their respective PSAs. Okaloosa County is one of four CCSA's in PSA 1.

1.D. The Role of the Area Agency: The Northwest Florida Area Agency on Aging, Inc., a 501(c)(3) private not-for-profit charitable corporation established in 1979, is the federally mandated local administrative unit on aging services for PSA 1. The agency's corporate office is located at 5090 Commerce Park Circle, Pensacola, Florida 32505. With 31 employees, the agency is administered by an executive director and governed by ten (10) board members representing the four (4) counties of the PSA. An advisory council provides community insight and assistance with administering the \$15.6 million in state and federal funds to the local service agencies.

The area agency administers the state and federally funded aging programs in PSA 1 under the auspices of DOEA by:

- Assisting in the development and implementation of a comprehensive and coordinated community-based system of care for elders.
- Gathering and analyzing data to determine the needs of elder Floridians in PSA 1.
- Writing and implementing the area plan with adequate staff to perform duties.
- Performing information, referral, and assistance functions for the PSA while working to ensure a single point of entry at the area agency for PSA 1 elders in need of services.
- Assessing the needs of elders entering the system.
- Identifying service deficiencies, seeking solutions, and acting to rectify them.
- Receiving state and federal service dollars allocated by DOEA.

- Selecting service providers through a regular, organized bid/application process.
- Contracting with lead (case management) agencies and other service providers to assist socially or economically needy older persons.
- Allocating, disbursing, and monitoring contractual funds to service providers in the most economical manner to assist the maximum number of frail elders.
- Adhering to the established program standards of DOEA.
- Monitoring providers' adherence to established program standards.
- Providing technical assistance and training to lead agencies, other service providers, public servants, healthcare workers and other interested individuals.
- Evaluating programmatic compliance and effectiveness.
- Collecting and reporting data to DOEA.
- Leveraging resources through partnerships, grants, and fund-raising activities.
- Serving as the focal point for information and education on senior issues.
- Advocating on behalf of an aging population.

2. RFP SPECIFICATIONS

2A. OAA Programmatic Requirements: Title III of the Older Americans Act has several parts, each with a different focus. Programs are federally funded and mandate outreach to individuals who are low-income, members of minority groups, or are rurally isolated. Detailed program definitions, standards and service units are contained in the *DOEA Programs & Services Handbook 2023*.

2.A.1. Services Currently Provided in Okaloosa County with Funding Allocations

Title III-B Services		\$118,565
Transportation	Homemaker	
Screening and Assessment	Companionship	
Material Aid	Emergency Alert Response	
Recreation	Education/Training/Group Outreach	
Specialized Medical Equipment, Services & Supplies		
Title III-C1 Services		\$114,229
Congregate Meals		
Nutrition Education		
Nutrition Counseling		
Title III-C2 Services		\$94,482
Home-Delivered Meals		
Nutrition Education		
Screening and Assessment		
Nutrition Counseling		
NSIP		\$23,212

Title III-E Services	\$69,391
Adult Day Care	Caregiver Training
Counseling	Specialized Medical Supplies
Direct Pay Respite	Direct Pay Sitter
Screening & Assessment	

2.A.2. Client Eligibility Requirements

The provider of an OAA Title III service is under obligation to assure that each client receiving a service is eligible for that service. Individuals over 60 years of age are targeted. Priority shall be given to older individuals with greatest economic and social need, with preference to low-income, older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals living in rural areas. Generally, individuals 60 years of age and older residing in Okaloosa County are eligible for OAA services awarded under this contract. Preference by the provider is to be given to those in greatest economic or social need. However, no provider shall use a means test or require disclosure of a person’s income in order to receive services under the Older Americans Act of 1965, as amended. It is appropriate to inquire, during an interview, about source of income in order to determine consumer eligibility for available social/financial assistance such as food stamps, SSI or Medicaid. Title III-B supportive services for frail older individuals are deliverable to the disabled or frail as determined by a home visit and completion of the DOEA uniform comprehensive assessment form 701B. This assessment must be performed by certified staff.

Further specifications on client eligibility for Titles IIIB, IIIC, and IIIE can be found in the DOEA Programs and Services Handbook, Chapters 4, 5, and 7.

2.A.3. Goals and Objectives

The Administration on Aging Division of the U.S. Department of Health and Human Services in Washington, D.C., has identified six (6) major goals relevant to older Americans and their families. They are:

Goal 1: Strengthen and streamline the aging network’s capacity, inspiring innovation, integrating best practices, and building efficiencies to respond to the growing and diversifying aging population.

Goal 2: Ensure that Florida is the nation’s most dementia and age friendly state by increasing awareness and caregiver support, while enhancing collaboration across the aging network.

Goal 3: Enhance efforts to maintain and support healthy living, active engagement, and a sense of community for all older Floridians.

Goal 4: Advocate for the safety and the physical and mental health of older adults by raising awareness and responding effectively to incidence of abuse, injury, exploitation, violence, and neglect.

Goal 5: Increase disaster preparation and resiliency.

The following are some of the specific objectives the AAA is striving toward to improve the quality of life for elders in our area:

- Improve the ease in which elders access services and information.
- Address how target populations will be identified and served in remote areas.
- Promote and incorporate management practices that encourage greater efficiency.
- Effectively manage funds to ensure consumers' needs are met and funds appropriately spent.
- Promote safe and affordable communities for elderly people that will benefit people of all ages.

2.A.4. Additional Special Requirements

Facility Requirements: The service provider chosen as a result of this process must maintain office capacity to conduct the OAA program Monday through Friday, 8:00 am until 5:00 pm. During these operating hours, the office must be open and qualified staff available to provide the contracted services. The number of service locations must be no fewer than those currently available; each facility must be accessible to persons seeking assistance and each facility must accommodate the disabled in accordance with the Americans with Disabilities Act (ADA). Where possible, the activities of the service provider should be directed from a multi-service senior center and should be coordinated with other services offered by the center.

The current OAA contractor is the Walton Okaloosa County Council on Aging, which is located at 1154 Baldwin Avenue, DeFuniak Springs, Florida 32435. Currently approved meal sites in Okaloosa County are:

Valparaiso Senior Center
268 Glenview Avenue
Valparaiso, FL 32580
Monday – Wednesday

Air Force Bob Hope Village
Knife Edge Restaurant
30 Holly Avenue
Shalimar, FL 32579
Monday – Friday

Congregate meals are presently provided by Middle Flint Council on Aging, Inc. for Valparaiso, Florida, and Knives Edge Restaurant for Air Force Bob Hope Village in Shalimar, Florida. Home-delivered meals are presently provided by Food with Care or Middle Flint Council on Aging, Inc., based in Americus, Georgia, with meals being delivered from a satellite kitchen in DeFuniak Springs, Florida.

Transportation: Transportation is defined as travel to/from community services and resources, health or medical care, shopping, social and other life-sustaining activities. All transportation provided with federal, state and local governmental funds shall be purchased through a contractual arrangement with the Community Transportation

Coordinator or approved coordination provider within the coordinated system in Okaloosa County.

Congregate Meals: Agencies under contract to the area agency to administer meals programs in this PSA shall adhere to the following criteria with respect to meals services operations and delivery:

- Congregate meals must be served at least five (5) days per week at approved accessible sites throughout each CCSA, but not necessarily five (5) days per week at each site.
- Screening of congregate meal participants, using the 701C assessment, shall be performed initially upon enrollment of the participant and then annually; site workers shall be trained on the use of the 701C to conduct nutrition screening and, annually, in the prevention of food borne illnesses. Staff and volunteers must be trained prior to assuming food service assignments.
- Congregate meal participants shall be required to sign-in daily at meal sites when receiving their meal.
- Sites shall be neat and clean, have adequate lighting and ventilation, and adhere to the applicable food safety and hygiene regulations outlined in Chapter 381, *Florida Statutes*, including inspections by regulatory agencies and maintenance of required documentation on file.
- Voluntary Client contributions shall be collected by the provider and used to augment service delivery; donations must be freely given and the amount kept confidential.
- Nutrition programs that operate a kitchen and have three or more employees at one time engaged in the storage, preparation, display or service of food must identify an individual as the manager and that manager must have successfully passed the test to become a Certified Food Protection Manager, unless the manager is a Qualified Dietitian. The manager must be present during the food service operation. Programs that do not prepare their own food must have a Certified Food Protection Manager responsible for the storage, display and serving of food for meal sites, but the Certified Food Protection Manager does not have to be present at all times.
- Consultation by the provider agency with a licensed, registered dietitian, or someone with comparable expertise, is required; Dietitians/nutritionists shall adhere to Chapter 468.509, *FS* and Chapter 64B-842, *FAC*. (*Department of Elder Affairs Programs and Services Handbook -2023 - Chapter 5*).
- In all CCSAs, agencies may elect to close a meal site for holidays provided consumers are given in advance a shelf-stable meal of the closing for each day of deviation from the normal schedule.
- When frozen meals are delivered to clients, the temperature shall be a maximum of 20 F or the food shall be frozen solid. Elderly clients who receive frozen meals must be evaluated using DOEA form 2017 before choosing this option.
- Potentially hazardous food shall be held and transported in a method that ensures hot food temperatures are 140 degrees Fahrenheit or higher and cold food temperatures are 41 degrees F. or lower as defined in Chapter 64E-11, *FAC*.
- A copy of the current menu, **approved, signed, and dated, at least four (4) weeks**

prior to posting, by the PSA 1 dietitian employed by the provider, shall be posted in a conspicuous place at each site.

- Clients with nutrition scores of 5.5 or greater on the DOEA Comprehensive Assessment Instrument **may** be referred to a dietitian for counseling.
- All nutrition providers must establish and maintain either a project advisory council made up of representatives from each congregate nutrition site, or a site council at each congregate nutrition site. The nutrition advisory council shall advise the nutrition program director on all matters relating to the delivery of nutrition services within the program area. (*Department of Elder Affairs Programs and Services Handbook - 2023 - Chapter 5*).
- Nutrition providers are required to maintain records and reports as requested by the NWFLAAA (*Department of Elder Affairs Programs and Services Handbook -2023 - Chapter 5*).
- Monthly nutritional education shall be provided to congregate meal consumers and distributed to home delivered meal clients. Documentation of persons trained is required (*Department of Elder Affairs Programs and Services Handbook - 2023 - Chapter 5*).

Confidentiality Requirements: Information about OAA consumers may not be disclosed to the public in any manner as to identify an elder without written consent of the individual or legal guardian. This includes information received through files, reports, inspections or interviews, in person, by mail or by electronic transmission, by staff or volunteers of any state, federal or contracting agency, public or private. The single exception is subject to the Open Government Sunset Review Act (Section 119.14, *F S*) with regard to disclosure required by court order or for program monitoring by authorized federal, state or local governmental officials. The area agency and its agents must ensure confidentiality by apprizing consumers, employees and business associates of these requirements, by providing locked files and otherwise securing the premises where files are stored, by applying appropriate safeguards to electronic equipment and transmissions, by shredding hard copies of protected health information no longer needed, and by developing appropriate policies and procedures and consent forms. Compliance is required with provisions of the U. S. Health Insurance Portability and Accountability Act (HIPAA) of 1996, as applicable. The area agency and lead agencies are “business associates” under the terms of HIPPA. As such, each agrees to the terms contained in the standard contract (Attachment B).

Client Identification Requirements: Before federal program services can be provided to eligible elders, certain steps must be taken to process initial inquiries and to identify, inform and assist potential consumers. These include outreach, intake, screening and assessment.

- **Outreach** is defined as a face-to-face, one-to-one intervention with clients initiated by the agency for the purpose of identifying potential clients or caregivers and encouraging their use of existing and available resources. Group contact is not outreach. Outreach efforts shall take place in highly visible public locations or in

neighborhoods identified for visiting or canvassing. Title III of the Older Americans Act requires outreach to older clients with greatest economic and social need, with particular attention to low-income minority and older clients residing in rural areas. Outreach activities cannot be counted for clients already receiving any Older Americans Act services or any other DOEA funded services. Contact shall be initiated by the outreach worker, not by the client. Outreach services are provided by paid or volunteer staff of the designated lead agency, or as otherwise approved by the area agency on aging (See *Department of Elder Affairs Programs and Services Handbook – 2023, Appendix A*).

- **Intake** involves the administration of standard intake and screening instruments for the purpose of gathering information about an applicant for services. It also encompasses the follow-up of clients waiting for services to review any changes in their situations and ensure prioritization for services. Intake may also include assistance to clients with applications for the Emergency Home Energy Assistance for the Elderly Program. Providers are only responsible for performing Intake services with Older Americans Act clients. Otherwise, in PSA 1 this is a function of the Aging Disability Resource Center. The Intake process begins when an individual contacts the Elder Help Line or another access point seeking assistance (See *Department of Elder Affairs Programs and Services Handbook – 2023, Appendix A*).
- **Screening/Assessment** is defined as administering standard assessment instruments for the purpose of gathering information about and prioritizing clients at the time of active enrollment or to reassess currently active clients to determine need and eligibility for services. This service assesses clients for services and may include referral and follow-up if needed (*Department of Elder Affairs Programs and Services Handbook - 2023, Appendix A*). For Providers this function is carried out for Older Americans Act consumers or potential consumers only.
- **Referrals:** Services not arranged through agency contracts should be obtained through referrals to other community resources. Referrals may be made to volunteer agencies, informal networks and proprietary agencies that charge fees (*Department of Elder Affairs programs and Services Handbook – 2023, Appendix A*). Consumers (with the exception of OAA consumers) requiring DOEA services must be referred to the Aging Disability Resource Center.

Quality Assurance: Quality in program management is attained by assessing and maximizing resources, performing to standards and achieving stated outcomes. Quality is measured by effectively gauging the success of staff recruitment, training and performance; monitoring of program activities; and evaluating service delivery indicators. Methods may include (1) review of quality indicators such as resumes, reports, file reviews, eCIRTS reports, monitoring instruments, surveys, grievances; (2) consultation between involved parties and administrative staff, including regular staff meetings and technical assistance visits; (3) corrective action plans as appropriate; and (4) follow-up of changes and re-evaluation. The provider agency must develop and practice activities and instruments to regularly measure staff performance (check-lists)

and consumer satisfaction with service quality (surveys) at least annually.

Coordination among the Area Agency and Providers in the Okaloosa CCSA: A well-integrated, coordinated service delivery system is of great benefit to elders. The area agency and providers must work in concert to efficiently administer and manage resources to avoid duplication of services. Memoranda of Understanding and Business Associate agreements shall be executed as appropriate. Communication on all levels between area agency and providers' staff shall be open and free so that exchange of information and mutual assistance can occur.

Establishment of Grievance Policies: The provider agency shall agree and shall ensure through their agreement provisions with sub-recipients and vendors, to follow the Minimum Guidelines for Recipient Grievance Procedures for handling complaints from consumers regarding adverse actions (terminations, suspensions or reductions in service). Notice must be given to the recipient of the adverse action to be taken as well as an explanation of the grievance procedures for reviewing that decision. Recipients shall establish their own complaint procedures for consumers who are dissatisfied with, or who are denied services. These procedures shall include, at a minimum, notice of the right to complain and to have their complaint reviewed (*Department of Elder Affairs Programs and Services Handbook - 2023, Appendix D*).

Establishment of Personnel Standards: The provider agency must have written policies and procedures, including job descriptions (for each funded and associated unpaid position with minimum education, training, experience, qualifications and salary ranges clearly defined); employee recruitment and hiring; lines of authority and supervision; working schedules and hours of operation; employee compensation, evaluation and promotion; leave; confidentiality and privacy; discipline, termination and grievance procedures; accident, safety and unusual incidents reporting procedures; transportation and travel guidelines; and conduct, training and staff development; as well as:

- a. Employment benefits: respondents applying for OAA provider agency designation are encouraged to provide benefits for all employees in budgeted, full-time (30+ hours per week) positions. Provision of sick and annual leave, retirement, health, and/or life insurance is optional but encouraged.
- b. Drug-free workplace: respondents must certify that a drug-free workplace program has been implemented in accord with *Florida Statutes*. Requirements included: Publishing statement of notification regarding drug policy to include notice that employees must inform employer of drug violations within 5 days; Informing employees re dangers of drug abuse in the workplace; Giving each employee engaged in providing OAA contractual services a copy of the agency's drug policy; Impose sanction or require convicted employee's satisfactory participation in drug abuse rehab program; and making an effort in good faith to maintain a drug-free workplace in accord with statute.

- c. Compliance with the following is mandatory: Civil Rights Act of 1964; Section 504 of Rehabilitation Act of 1973; Title IX, Education Amendments of 1972 (prohibits sexual harassment); The Age Discrimination act of 1975; Americans with Disabilities Act (ADA) of 1990; Family and Medical Leave Act of 1993; the National Voter Registration Act of 1993; and the Health Insurance Portability and Accountability Act of 1996.
- d. Compliance with Background Screening Requirements is mandatory: Respondents shall ensure that, prior to providing services, all persons having access to vulnerable elders and children, their living area, funds or personal property, or protected health information pertaining to such individuals, will pass a Level II criminal background screening in accordance with the requirements of s.430.0402 and ch.435, F.S. as amended. These provisions apply to employees, subcontractors, consultants, direct service providers and volunteers. Consequently, any commitment for employment, purchase of services, or volunteer program participation will be contingent upon the passing of a Level II background check. The background screening will include employment history checks as provided in s.435.03 (1), F.S. and both local and national criminal record checks coordinated through law enforcement agencies. For purposes of this section, the term “direct service provider” means a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client’s living areas or to the client’s funds or personal property.

Equipment, Reporting Requirements and Record Retention: OAA providers are required to have and maintain computer hardware/software in compliance with DOEA/NWFLAAA specifications and to function in conjunction with electronic communications as required. The provider agency must provide fiscal information and make payment requests in accord with requirements of DOEA and the area agency. OAA consumer and program information must be entered into eCIRTS prior to request for payment. Consumer records containing protected health information (PHI) shall be retained for six (6) years. Financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract must be retained, properly stored and secure for six (6) years or until resolution of audit findings, if any.

eCIRTS

- Each agency shall be responsible for establishing and maintaining Internet access.
- All clients receiving DOEA-funded services are to be registered in eCIRTS.
- **The provider agency is responsible for ensuring required data is collected and entered in eCIRTS in a timely fashion.** Failure to ensure the timely collection and accurate reporting of eCIRTS data may result in non-payment of funds or suspension of contract.
- NWFLAAA monitors will verify provider agency eCIRTS compliance.
- The time frame for reporting OAA data is as follows:
 - Requests for payment with client data – ten (10) working days after first of month

- Annual audit reports - nine (9) months following the end of provider's fiscal year

Use of Volunteers to Expand the provision of Available Services: Trained volunteers who have successfully passed a Level II Background Screening may be used in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants in community service settings.

Transition Plan Requirements: Should a new provider be awarded the contract, procedures must be in place to ensure an orderly transition of the OAA program between agencies. The primary objective is to have the designated provider agency assume program responsibilities immediately upon contract activation so that there is no interruption of service to consumers. The area agency is responsible for setting milestones and managing the transfer of program activities during the transition period.

As soon as the contract award is made, the area agency executive director will call a meeting with the executive directors of the new and the existing lead agencies. Working together, and using the *New Provider Business Plan* in the *DOEA Service Provider Application* (given for proposal applicant's information only), the executive directors shall formulate a plan to achieve a seamless transition which will include start-up activities and time frames, access to current consumer files, modification of service delivery schedules or sites, notification to consumers of new provider agency, staff training plans and a plan for reassessing current consumers

2B. General Information

2.B.1. Proposal Timeline

RFP advertised and released August 7, 2023

Last day for submission of written questions August 13, 2023, 9:00 am CDT

All questions must be in writing, delivered by U.S. mail or by email to:
Anna Dyess, Executive Director or Sharon Searcy, Director of Programs & Planning
dyessa@nwflaaa.org or searcys@nwflaaa.org respectively

Pre-Proposal Conference August 14, 2023, 10:00 am CDT

<https://zoom.us/join> or by phone: 305.224.1968

Meeting ID: 829 5121 8111, Passcode: 747422

Notice of intent to bid submitted by August 18, 2023, 4:30 pm CDT

Fax (850.494.7122), mail (post-marked no later than August 18, 2023) or hand delivery accepted. Only registered bidders submitting this notice will receive answers to queries, addenda to RFP, or notice of contract award. Failure to submit a notice of intent to bid does NOT preclude submission of a proposal.

Proposals submitted by To: Northwest Florida Area Agency on Aging, Inc. 5090 Commerce Park Circle Pensacola, Florida 32505	September 5, 2023, 4:30 pm CDT
Proposal opening (public meeting)	September 5, 2023, 4:30 pm CDT
Proposals evaluated and scored	September 12, 2023, 11:00 am CDT
Formal announcement of contract awarded	September 14, 2023, 6:00 pm CDT
Notice of protest submitted by	September 19, 2023, 5:00 pm CDT
Notice of intent to appeal submitted by	October 3, 2023, 4:00 pm CDT
Appeals resolved by final order of Board of Directors (Public Meeting)	October 12, 2023, 6:00 pm CDT

The area agency reserves the right to reject any and all proposals and to waive any minor irregularities when so doing is in the best interest of the Northwest Florida Area Agency on Aging, Inc., and the State of Florida. Minor irregularities are those which will not have a significant adverse effect on overall competition, cost, or performance. Ref.: *Florida Administrative Code*, 60A-1.001[16]

2.B.2. Contact Persons: The office and persons responsible for this project are:
Anna Dyess, Executive Director, and
Sharon Searcy (designated representative for RFP process)
Northwest Florida Area Agency on Aging, Inc.
5090 Commerce Park Circle
Pensacola, FL 32505

2.B.3. Inquiries: Any inquiry must be submitted in writing. No verbal inquiries, in person or by telephone, will be answered. All questions must be delivered by U.S. Postal Service (above address) or emailed and received by the deadline. All questions must be submitted to:
Anna Dyess, Executive Director, at dyessa@nwflaaa.org or
Sharon Searcy, Director of Programs & Planning, at searcys@nwflaaa.org

Responses to written inquiries will be mailed or emailed to applicants who submitted a Notice of Intent to Submit a Proposal by the due date.

2.B.4. Funding Source: This project is funded in PSA 1 by the Federal Older Americans Act of 1965, as amended. All awards are subject to receipt of funds from the Florida Department of Elder Affairs with the approval of the Florida Legislature. If the final actual funds made available to PSA 1 are less/more than originally projected, the amount awarded each agency will be adjusted according to the final amount of the

award to the area agency. The funding amount awarded to each CCSA is determined by a state-approved formula.

Pursuant to *Florida Statutes*, **a match of at least 10 percent of the cost of all services funded through this agreement is required.** The match requirement may be satisfied by in-kind contributions including supplies, equipment, transportation, office space or other types of facilities, personnel services including volunteer hours and travel, and contributions of money or services for functionally impaired elderly persons. Match commitments by cash, donated building space or other in-kind contributions are to be reported on the appropriate form(s), Parts IV - IX, Section B, Contract Module, of the Service Provider Application, Attachment A. The acceptability of all matches are determined by the area agency. Federal funds cannot be used as matching for federal contracts and awards in accordance with Federal CFR regulations. The source of the matching funds must be from State or Local resources for the purposes of this contractual agreement.

2.B.5. Type of Contract: A performance-based (unit cost) contract shall be executed.

2.B.6. Allowable Costs: All OAA program costs must be reasonable and necessary for the performance of the contract. Allowable costs are defined in the *Client Services Manual*, Part V, Contracts and Grants. Allowable costs for nonprofit organizations are based on 45CFR, Parts 74 and 92. The principles determining allowable cost of activities conducted by for-profit organizations (other than for-profit hospitals) are contained in the federal procurement regulations in 41CFR, Subparts 1-15.2. Additional information can be found in circulars developed by the Federal Office of Management and Budget (OMB): "Cost Principles for Commercial Organizations Other Than Hospitals": 48CFR, Chapter 1, Subpart 31.2 (10-xx-88) and in "Cost Principles for Nonprofit Organization": 2CFR, Chapter 2 part 230.

2.B.7. Method of Cost Presentation: A fixed price/unit cost presentation is used when the service can be broken down into specific units with a price or rate charged per unit. A unit of service is based on time, tasks, activities, contacts or episodes, or any combination of these items, where the unit may be expressed in fixed or variable terms. The unit measure for OAA services is given in the DOEA Programs and Services Handbook, 2016. The fixed price rate will be evaluated by the line-item budget submitted by the applicant.

The applicant is to prepare a line-item budget that fully lists all proposed expenditures to be incurred in providing services, including the 10 percent match. Only costs allowable under the terms of this grant and applicable state/federal cost principles may be included. The approved budget will become a part of the contract and the provider will receive payment based on the amount of the contract. It is the responsibility of the successful bidder to monitor service provision and spending rates to assure that contracted services are delivered throughout the contract year. Over serving and early drawdown of federal funds will require the provider to continue services without reimbursement for the remainder of the contract year.

If in-kind match is used, the value of such in-kind resources must be necessary for the achievement of the service objective, fair and reasonable, not in excess of the amount which would be allowable if the donated item had to be purchased, applied only after the item is actually in use by the provider, and NOT included as match for any other federally assisted program, except where federal regulations permit. The NWFAAA is the final authority in determining whether or not the in-kind match is acceptable.

2.B.8. Method of Payment: In order to receive monthly payments, the successful bidder must submit a monthly Invoice for Service and Contribution Report to the area agency fiscal office according to the reporting schedule. The provider shall be reimbursed for units of service as reported in eCIRTS.

It is the successful bidder's responsibility to have a 60-day reserve of operating funds to maintain service without interruption in the event that payments from the area agency are delayed. The final invoice for payment must be submitted in accordance with the contract reporting deadlines, generally within 30 days after the contract ending date or 30 days after the contract is terminated; if the provider fails to do so, all rights to payment are forfeited, and the area agency will not honor any requests submitted after the aforesaid time. Any payment due under the terms of the contract may be withheld until all reports due are received and approved.

2.B.9. Cost of Preparation of Proposal: Neither the Northwest Florida Area Agency on Aging, Inc., nor the Florida Department of Elder Affairs, is liable for any costs incurred by any applicant in the course of responding to this RFP.

2.B.10. Trade Secrets: The Northwest Florida Area Agency on Aging, Inc., is unable to assure confidentiality of information fitting the definition or "trade secrets" pursuant to Section 812, *Florida Statutes*, due to lack of protection of "trade secrets" in Chapter 119, *Florida Statutes*. The Northwest Florida Area Agency on Aging, Inc. assumes no liability for disclosure or use of unmarked material containing trade secrets or other confidential material and may assume that the proposal was not submitted in confidence and, therefore, is a public record pursuant to Chapter 119, *Florida Statutes*.

2.B.11. Reports: A list of financial and programmatic reports and their frequency are referenced in the Request for Proposal. Subcontracting agencies shall also comply with the programmatic reporting requirements for the Client Information, Registration and Tracking System (eCIRTS) as required by DOEA and the NWFLAAA.

SECTION 3: CONTRACT TERMS AND CONDITIONS

3.A. OAA Standard Agreement: Recipients of OAA funds must agree to comply with the term and conditions of the Standard Contract (Attachment B), as well as any additional or revised conditions mandated by the Department of Elder Affairs and/or the Northwest Florida Area Agency on Aging, Inc., subsequent to the issuance of this Request for Proposal.

3.B. Definition of Application Packet: The application package is the complete proposal and both program and contract modules. The application package shall become part of the contract after final negotiations are complete.

3.C. Contract Renewal: The area agency may enter negotiations with the recipient of the contract awarded as a result of this RFP process for renewal of services on a yearly basis for no more than five (5) additional years. For this to occur, the contract terms and conditions shall have been met, all programmatic and fiscal monitoring shall have been satisfactory, and funds must be available. Each renewal shall be confirmed in writing and shall be subject to the same terms and conditions set forth in the initial contract.

3.D. Annual Financial and Compliance Audit: The OAA recipient agrees to have an annual financial and compliance audit performed by independent auditors in accord with the current Government Auditing Standards issued by the Comptroller General of the United States. Contract renewal in subsequent years shall depend at least in part upon a satisfactory and timely audit submission resulting in the proper monitoring and evaluation of the contractor as demonstrated on the *DOEA Checklist for Review of Independent Audit for Non-Profit Entities*.

SECTION 4: PROPOSAL PREPARATION AND SUBMISSION

4.A. Statement of Work and Proposal Format: As specified in the *Florida Administrative Code*, 58A-1.008, the statement of work required by this RFP follows the Service Provider Application (SPA), Attachment A, with a few modifications. There are additions to the SPA, which are outlined below. Applicants, both current and prospective, must complete the SPA, excluding the *New Provider Business Plan*. It is not required by the new provider until the time of the contract award and transition. Using as a guide the Table of Contents pages for the SPA program and contract modules, complete the pages in the order listed. The additional sections in the contract module are to be added to the Table of Contents as instructed. Do NOT tab or otherwise separate portions of a section by placing it in another part of the packet or notebook. Proposals are to be submitted on one side only of 8.5 x 11 paper using a font size no smaller than 12 points with the exception of spreadsheets included in the contract module.

4.A.1. Service Provider Application

Program Module: Five [5] copies required, each clipped together or contained in a notebook. In addition, an electronic version of the program module should be submitted with the paper copies.

- **Cover Sheet:** a copy of the Service Provider Application summary page (original signature NOT required for Program Module; it is required for Contract Module).
- **Table of Contents:** The sequentially paginated proposal must use the SPA Table of

Contents with identified major sections and sub-headings given in **bold** (with the addition of Section VI. Summary of Applicant's Past Experience).

- **Sections II (General Information) and III (Description of Service Delivery):** Follow instructions on the applicable pages.
- **Section IV (New Provider Business Plan):** Plan is to be completed by contract awardee. Items to be addressed shall include number of estimated consumers; anticipated start date; plan for recruitment, hiring and training of staff; plan to assess current service delivery schedules, routes, or sites; and notification to consumers (Attachment A).
- **Section V (Goals, Objectives):** With reference to Section 2A3 of this RFP, applicant is to choose from the specific objectives tracked by the AAA, those the applicant considers applicable to the services provided through the programs in this RFP. Applicant is to develop specific strategies (a minimum of one per objective) to be applied by applicant's agency toward achieving the selected objectives.
- **Section VI (Summary of Applicant's Past Experience)** Experience within aging network to include previous experience with the Northwest Florida Area Agency on Aging, Inc.

Contract Module: Five [5] copies of the contract module are required and shall be clipped together or otherwise contained separately from program modules. In addition, an electronic version of the contract module should be submitted with the paper copies.

- Service Provider Summary Information Page is to be completed and signed by bidder's signatory official (original signature required).
- Contract Module Table of Contents contained in SPA. Contract module is to be paginated sequentially following the example given in the SPA.
- Applicant is to submit a copy of the line-item budget used to compute the unit rate for each service using the approved costing methodology. Electronic spreadsheets are available upon request. The applicant is also to submit Form III.B Supporting Budget by Program Activity for each of the four (4) programs, i.e., III-B, III-C1, III-C2 and III-E. NSIP funds are shown as revenue on the III.B. Form in the contract module. The 10 percent match is to be included in the rate submitted; match is also to be stated on the appropriate form(s) found in the SPA.
- **Required Bidder's Certifications:** An **original signature** is required in three (3) places: on the SPA Summary Page, I.A of the Service Provider Application (Attachment B); on the Availability of Documents Attestation page, X1.B of the Service Provider Application (Attachment B); and Bidders Certifications and Assurances (Attachment C). This certification should be included after the

Availability of Documents Attestation page and has been added to the Contract Module Table of Contents as XII.B Provider Certification and Assurances.

- Final section of Service Provider Application, Added to Table of Contents as XIII.B: Copies of face sheet of agency's in-force insurance policies covering liability, bonding, worker's compensation and officer's and director's liability.
- Applicant's most recent certified audit: If the audit is NOT for 2022, applicant must submit certification the 2022 audit will be ready on or before 9/30/2023, in accordance with current State regulations. If the audit will not be completed by 9/30/2023, the application must contain a certification from the auditing firm giving the estimated date for completion and the reason(s) behind the delinquency of the report. All providers are subject to 2 CFR 200 regulations and State of Florida Auditor General rules and audited financials are required to be submitted within 30 days of completion or no later than 9 months after the calendar year end.

Significant changes in applicant's financial condition from 2018 to 2022, must be explained. This can be significant increases or decreases to cash, activities and services provided, or other notable changes. The applicant shall attach a statement to explain the significant changes, including if current contracts between Northwest Florida Area Agency on Aging and the applicant have resulted in profits above 3%. Applicants may be asked to produce Service Cost Reports, which can be prepared externally by a CPA firm, to justify the cost(s) associated with the prior contracts for services.

4.A.2. Monitoring Reports: The current OAA contractor shall be evaluated on its past performance record with NWFAAA in OAA programs for the years 2020, 2021, 2022 and must submit copies of completed monitoring reports for this period. Other applicants shall submit a copy of an annual monitoring report for each of the three years for a comparable social or nutritional program. A comparable program is one in the general range of a \$350,000 to \$500,000 annual contract. If the applicant does not contractually administer a program in this range, they should submit reports for the largest contract under which the agency operates. Only one copy of each monitoring report is required.

4.A.3. Original letters of community support on letter-head stationary by local county/city officials, business partners and other community leaders (in civic clubs, faith-based institutions, etc.) are to be contained in a single large manila envelope marked "Letters of Community Support Submitted by (Name of Agency)" and included in the box along with the program and contract modules. There is no required number for the original letters of support.

4.B. Number of Copies Required: Five (5) copies of the SPA program module, five (5) copies of the SPA contract module including one (1) with all original signatures and Five (5) set of financial records. In addition, digital versions of both the program and contract modules are required.

4.C. How to Submit a Proposal: The proposals shall be placed in one box, sealed, and marked "OAA Proposal #01-24 submitted by [Name of Agency]". The single contract module is to be in a notebook or clipped together as are each of the five program module copies. The financial records are to be placed in an envelope or otherwise banded together and placed in the same box with the five (5) program module and five (5) contract module copies including and the one (1) original contract module.

Proposals may be delivered to the area agency office by hand, by courier or by certified mail, return receipt requested. If delivered by hand, proposals should be delivered to Anna Dyess or Sharon Searcy. Please call to schedule an appointment if delivery is to be made prior to September 5, 2023. All proposals shall be stamped with the time and date upon receipt. Proposals not received at the area agency office by the specified date and time shall be rejected and returned unopened to the bidder. The area agency is not responsible for the late arrival of proposals due to inadvertent errors by the U.S. Postal Service or other couriers. No proposals submitted by facsimile transmission will be accepted.

4.D. Proposal Evaluation Process and Criteria: A selection team, chosen for the individual members' expertise, knowledge, and experience with the RFP process, shall be appointed by the President of the Board of Directors. It shall be composed of no less than five (5) members to include area agency board members, the fiscal director, plus any combination of other staff and Advisory Council members deemed appropriate by the executive director. The executive director shall require selection team members to complete the "Conflict of Interest Questionnaire" (**Attachment E**). The selection team members shall evaluate the program and contract modules. To facilitate uniformity in the decision-making process, each proposal shall be scored in accord with evaluation forms developed for reviewing the applications (**Attachment D**).

The *Florida Administrative Code*, 58A-1.008.5(b), stipulates that, with receipt of applications from more than one (1) local service provider proposing to provide the same services, the area agency on aging, when evaluating proposals, shall consider certain specific points, one being the prior experience of the applicants.

The rating criteria are specific to the content, completeness and quality of the submission and have assigned point values; they have been designed to give due consideration to an agency's ability to demonstrate their capabilities, to submit a quality proposal in accord with RFP guidelines, to meet administrative/technical requirements, to assure provision of quality OAA services in accord with DOEA standards, and satisfactory performance at a competitive unit cost. The resultant scores represent the primary basis for the award decisions made by the area agency Board of Directors. *Applicants are advised to study the proposal rating forms carefully when completing their proposals as specific requirements are noted therein.*

After privately reviewing the proposals, the selection team shall meet to discuss and score the proposals using the rating forms for the program and contract modules as

explained in this RFP. The fiscal director shall collect the forms and average the program and contract module score sheets to determine the final score for each applicant. She shall present a list of bidders ranked by score, highest to the lowest, to the executive director. The executive director shall present this list to the Board of Directors. The final decision for the contract award rests with the area agency Board of Directors. If the highest ranked bidder is not selected, the reason shall be set forth in writing and included in the bid file.

SECTION 5: NOTICE OF CONTRACT AWARD AND APPEAL PROCESS

5.A. Notice of Contract Award: Contracts shall be awarded to the applicant whose proposal ranks highest using the RFP evaluation methodology and which presents the best offer for OAA program administration, except in such situations when the area agency determines it is in the best interest of OAA consumers to reject all proposals. Notice of intended contract award and rejection of some or all of the bids received will be posted in the area agency reception office, 5090 Commerce Park Circle, Pensacola, FL, 32505, at 9:00 am on Friday, September 22, 2023. **The notice shall be posted for 72 hours (three working days). If no written notice of protest is filed by Tuesday, September 26, 2023, at 5:00 pm, the intended contract award becomes final.** In addition, the notice of intent to award will be published in the same manner as the request for proposal was published. This notice must include information that substantially affected parties will have an opportunity to request a hearing challenging the proposed action and instruction on how to request a hearing. The notice must also include the following statement: "Failure to file a notice of protest as described in subsection (4) of rule 58C-1.0031, Florida Administrative Code (FAC)," shall constitute a waiver of proceedings under Rule 58C-1.0031, FAC.

Formal written notice of the aforementioned shall be sent by certified mail, return receipt requested, or by other express delivery service to all bidders who responded in writing to the Notice of Intent to Submit a Proposal, and any other interested persons or groups who have requested in writing information concerning the RFP.

5.B. Appeal Process: All Notices of Intended Contract Awards shall contain the following statement relevant to appeal, "If this decision is to be brought under formal protest, failure to file a protest by the time limit shall constitute a waiver of proceedings and shall not be considered." A written notice of protest must be filed with the contact person listed in the RFP within 72 hours (3 working days) after posting of the contract award notice. Within ten (10) calendar days after the written notice of protest is filed, a formal written notice of intent to appeal must be filed with the contact person listed in the bid instrument.

The formal written notice of intent to appeal must be accompanied by a cashier's check or money order (non-refundable) payable to the Northwest Florida Area Agency on Aging, Inc., in the amount of \$5,000 or 1% of the area agency's estimate of the total volume of the proposed contract, whichever is less.