



## RFP #14-26R

### ST. JOHNS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT FUNDING PRE-QUALIFICATION

Notice is hereby given that St. Johns County, a political subdivision of the State of Florida, will accept Letters of Prequalification to apply for Funding Availability until **2:00 P.M. on March 19, 2014**. Organizations that currently provide health, human or social services to residents of St Johns County are invited to complete and submit the pre-qualification form with required documents. Pre-qualification forms may be obtained from Bridget Mein, Contracts Coordinator, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084, or by via email request to [bmein@sjcfl.us](mailto:bmein@sjcfl.us), or by calling Onvia Demand Star at 800-711-1712 and requesting Document **#14-26R**. Many packages can be downloaded from the Internet. Check the agency's site for download availability and any applicable fees. Vendors registered with DemandStar.com can download most packages at no cost from their web site – [www.demandstar.com](http://www.demandstar.com). Forms will also be posted on the St. Johns County Purchasing Department and HHS Websites. **Qualified applicants who desire to apply for funding must submit three (3) sealed and complete sets of applications to the following address:**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, Florida 32084**

Applications must be submitted by or before the time stipulated above. **The sealed applications must be clearly marked on the outside with your firm's name and "Sealed Application for RFP #14-26R Funding Pre-Qualification"**

Only those firms that become pre-qualified will be allowed to submit applications during the next phase of the RFP process. Applications with missing or incomplete information will not be considered eligible for funding. All agencies that submit pre-qualification packages will be notified regarding eligibility status.

**CONTACTS** - Questions related to this RFP shall be directed **in writing to Bridget Mein**, fax (904) 209-0163, or email [bmein@sjcfl.us](mailto:bmein@sjcfl.us). **Inquiries related to the work scope, clarification or corrections must be in writing to the contact name shown above** via fax, email or mail and must be received **in writing no later than 4:00 P.M. on March 6, 2014**. No verbal inquiries will be accepted. All addendum(s) will be issued by the Purchasing Department no later than **March 13, 2014**. **Do not contact any other staff member of St. Johns County, except Bridget Mein, Contracts Coordinator, with regard to this RFP. Contact with any other County employee associated with, or in regards to, the application during the RFP process is strictly prohibited.** All inquires will be routed by the Purchasing Department to the appropriate staff member for response.

**BIDDER QUALIFICATIONS** - Pursuant to 301.6.4 of the Administrative Code of St. Johns County, all of the following items are needed for an agency to submit an application and be considered for funding:

- A. Be a governmental agency or a private, non-profit entity with tax exempt status as identified by the Internal Revenue Service Code Section 501 (c) 3; IRS 501 (c) 3. The IRS Determination Letter or certificate is required as an attachment to the pre-qualification application.
- B. Have completed twelve months of operation and service delivery prior to the application due date; In other words, any new proposed programs without a 12 month operational history will not be considered.
- C. Have an independent financial audit of the prior fiscal year. The management letter and management's response should also be provided if issued. The unmodified opinion of the Independent Audit firm's current peer review should also be provided. However, if the agency's total

annual budget does not exceed \$300,000, an uncertified financial statement may be acceptable. But the County reserves the right to request a certified audit.

- D. Proposed program must specifically benefit residents of St. Johns County; although some agencies may assist those from other counties, the requested funds must benefit County residents only
- E. Proposed programs must receive non-County cash revenue to support operations. In other words, the agency must have funding sources other than the County in its budget

**Administrative Code of St. Johns County 304.7.2** - In order to be considered by the Application Review Panel, the agency's application must comply with all of the following:

- A. Be received at the Purchasing Department by the stated deadline;
- B. Be complete and organized.
  - 1. Answer all questions asked, and attach all required documents.
  - 2. Supply the information and documents specifically requested in the RFP, but do not add any additional information or documents.
  - 3. Supply any and all written corrective action plan that has been accepted and approved by Board of Directors, including State of Florida Contracts, other contracted funding sources and if the Independent Audit and/or management letter from the prior fiscal year includes weaknesses, finding and/or concerns.
  - 4. Proofread and verify that all requested documentation has been provided in a self-explanatory fashion for the Application Review Panel.
  - 5. If match, provide documentation of match amount needed - whether a specific amount or if a percentage. If a percentage, the amount requested must match the total funds to tentatively be received. Example: 10% match requested to receive \$100,000.00 from other funding source would be listed as a \$10,000.00 match request. In addition, please be advised that should a lesser amount be awarded from the non-County source, County matching funds will be reduced.
- C. If, for any reason, any of the requirements outlined in this RFP document does not apply to your agency, then you must provide an explanation as to why the specific requirement does not apply. If you do not provide an explanation for each requirement that you consider non-applicable to your agency, then your application will be considered incomplete, and you will not be considered to proceed with the final RFP process.

**DEPARTMENT REVIEW PROCESS** - St. Johns County reserves the right to reject any and all applications and to waive informalities and minor irregularities in applications received.

- A. Purchasing Department staff will review all applications to ensure that the bidder pre qualifications are met. Applications submitted by agencies not meeting all the bidder pre qualifications will be rejected and a notice stating the reason will be sent to the proposing agency.
- B. All applications from agencies that meet all the bidder pre qualifications will be reviewed by the Purchasing Department staff to verify that all of the required criteria apply and all required documents have been submitted.
- C. Applications rejected based on non-compliance with the bidder pre qualifications will not be considered for funding by the Application Review Panel. The proposing agency may request an appeal in accordance with the APPEALS PROCESS as outlined below.

### **APPEALS PROCESS**

- A. Applications that do not meet the Bidder Pre Qualifications may be appealed.
- B. Appeals must be requested in writing and delivered to the St. Johns County Purchasing Department within 10 calendar days of the date on the rejection notice. The appeal must clearly state the specific actions or decisions being appealed and the reason. No new information may be submitted for consideration.
- C. The Purchasing Department shall forward information to the Appeals Panel for consideration. The Appeals Panel shall meet and render a written decision regarding the appeal, which shall be delivered to the appealing agency by United States Postal Service.
- D. If the appeal is approved, the application will be considered eligible for funding.
- E. If the appeal is denied, the Appeals Panel's written decision shall be the final administrative action.

**St Johns County Health and Human Services Provider Funding Application**  
**FY 2014-2015 Pre-Qualification Form**

Organization: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Director: \_\_\_\_\_

Email address: \_\_\_\_\_

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

Contact Email: \_\_\_\_\_

Website: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

1. Does your organization currently have 501c3 status? Yes\_\_\_ No \_\_\_
2. In what year was your organization incorporated or established? \_\_\_\_\_
3. Does your organization have \$1 Million Professional Liability, \$1 Million Comprehensive General Liability and \$100k/\$300k Business Auto Liability Insurance coverage? Yes \_\_\_No\_\_\_
4. Has your organization been in operation (i.e., provided programs/services) for at least twelve months as of the application release date? Yes \_\_\_No \_\_\_
5. Is there any actual pending, or threatened litigation or judgments within the past five (5) years against your organization or any individual in your organization? Yes\_\_\_ No\_\_\_
6. If yes, please attach a sheet explaining the litigation or judgment. Yes\_\_\_ No\_\_\_
7. What is your agency's annual operating budget? \$\_\_\_\_\_
8. Do you have additional funding sources? Yes\_\_\_ No\_\_\_

**\*\*Note: All applicants MUST submit the following documents with the application packages:**

- **Attachment A – A copy of their IRS determination letter or letter of Incorporation. Please submit the most recently received 501(c) 3 status letter issued by the IRS**
- **Attachment B – Florida solicitation license (or exemption letter).**
- **Attachment C – Proof of current insurance coverage as follows:**

**INSURANCE REQUIREMENTS** - The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by

the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. A brief description of operations shall also be listed as a description on the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

**Standard Contract for Service: \$500,000 or less with no unusual hazards** - The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

- ***Attachment D*** - *Audited Financial Statement for the **last two fiscal years** showing **Income/expenses and Balance Sheet**.* Agency's Independent Financial Audit report must have been completed by an independent, certified public accountant **within the last 12 months**. This should include the management letter and management's response. State if a management letter was not issued. Exceptions: **If** your Agency has been operating for **less than** two years, then an Audited Financial Statement for only **one** year is required. Any Agency with a total annual budget under \$300,000 is not required to submit certified financial audits. Instead, please submit annual uncertified financial statements. In the event of exception, please provide your Agency's most recent unaudited interim financial statement Independent Auditor's peer review report. State if Independent Auditor has not had a peer review. Include a statement addressing your corrective action plan. If the Independent Audit report and/or management letter of the prior fiscal year includes weaknesses, findings, and/or concerns, then a corrective action plan that has been accepted and approved by the agency's Board of Directors and the Independent Auditor is required and must be submitted. State if a corrective action plan was not required.

## PROGRAMS AND SERVICES

The primary goal of the St. John’s County Health and Human Services Department and the St. John’s County Health and Human Services Advisory Council is to assist families and individuals to lead healthy, stable lives, and to achieve the maximum level of self-sufficiency possible. In the table below, please provide a brief description of the top four (4) programs and services that your organization provides, and a brief description of how your program and service will assist individuals and/or families to move closer to and attain the primary goal stated above. Place an asterisk (\*) in front of any program or service that is or would be supported by County funds (i.e. through a service contract with SJCHSD or dedicated tax revenues.)

**Organization Name:**

**Organization Mission:**

| Program/Service | Description | #Yrs | Target Population | # Served in FY 12-13 | Projected # served in FY 13-14 | Planned # served in FY 14-15 |
|-----------------|-------------|------|-------------------|----------------------|--------------------------------|------------------------------|
|                 |             |      |                   |                      |                                |                              |
|                 |             |      |                   |                      |                                |                              |
|                 |             |      |                   |                      |                                |                              |
|                 |             |      |                   |                      |                                |                              |

St. Johns County, Florida reserves the right to reject any or all applicants, waive minor formalities, request additional or clarifying information, revise, opt out of and/or start the RFP process over.

It is expressly understood that the Board's preference/selection of any application does not constitute an award of a Contract with the County. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been formally executed by both the County and the selected Applicant.

The competence, responsiveness, and responsibility of applicants will be considered in making the award. Applicants are required to submit with their application, data in regard to their qualifications as a service provider including experience.

The applicant declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this application is in strict accordance with the conditions set forth and is a part of this application, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the applications are opened.

By submitting an application, the applicant certifies that the applicant has fully read and understands the Application method and has full knowledge of the scope, nature, and quality of work to be performed.

The County is not responsible for any expenses which Applicants may incur in preparing and submitting Applications. The County will not be liable for any costs incurred by the Applicant in connection with interviews/presentations (i.e., travel, Accommodations, etc.). It is expressly understood, no Applicant may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Applicant, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Applicant.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all applicants should be aware that Request for Proposals and the responses thereto are in the public domain. However, the applicants are requested to identify specifically any information contained in their applications which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

To invoke the provision of Florida Statute 624.4213, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other application documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

All applications received in response to this Request for Qualifications will become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

In the event that a contract/agreement is attached to the RFP, such attached contract/agreement is for discussion purposes only, and not necessarily reflective of any contract that may be ultimately entered into by the County. In the event that a contract/agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any application

does not constitute an award of a contract/agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any application, contract negotiations will follow between the County and the selected Applicant. It is further expressly understood that no Contractual relationship exists with the County until a contract has been executed by both the County, and the selected applicant. The County reserves the right to delete, add to, or modify one or more components of the selected applicant's application, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP. It is further understood, no applicant (whether selected or not) may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any applicant, during the entire RFP process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the applicant. By submitting an application, a applicant agrees to be bound by these terms and provisions of the RFP.

**BID PROTEST** - Any bidder, applicant or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

**INDEMNIFICATION** - To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Subconsultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

**St. Johns County Administrative Code Section 304.6.5 Procedures Concerning Lobbying.** Bidders, applicants, and those intending to qualify must abide by the following requirements: A lobbying blackout period begins upon issuance of the request for proposal, and continues until the Purchasing Director, County Administrator, or designee, or Board Chairperson executes a contract on behalf of the County. For procurements that do not require Board approval, the blackout period starts when the bid solicitation, Request for Proposal or Request for Qualifications is issued and ends upon contract award. For any questions concerning a Bid/RFP/RFQ, a bidder or applicant must contact the person listed in the Bid/RFP/RFQ as the Contact Person or Point Person for the County. Bidders or applicants who do not abide by these rules are subject to having their Bid or Proposal or Qualifications automatically rejected, without further recourse, and shall be subject to debarment for periods up to 12 months.

"Blackout" for the purposes of this policy refers to a time period during which vendors, contractors, consultants, or their agents or representatives may not communicate or lobby in any manner with Board members, the County Administrator, or County staff, other than the designated purchasing agent, and to a time when Board members, the County Administrator, or County staff, other than the designated purchasing agent, shall not communicate in any manner with vendors, contractors, consultants, or their agents or representatives, regarding potential contracts with the Board. The blackout period begins once

