



# NOTICE OF FUNDING OPPORTUNITY (NOFO) INFORMATION GUIDANCE

Division of Senior and Veteran Services  
Older Americans Act (OAA)  
Home Delivered Meals / Congregate Meals  
NOFO FY 2025-2027  
(October 1, 2024 – September 30, 2027)

**Released: August 14, 2024**  
**Due date: September 16, 2024 Time 11:59 p.m. EST**

**Palm Beach County Board of County Commissioners (BCC)**  
**Community Services Department (CSD)**  
**810 Datura Street, Suite 200**  
**West Palm Beach, Florida 33401**  
**(561) 355-4700**

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**\*\*\*\*\*READ CAREFULLY AND COMPLY WITH ALL REQUIREMENTS\*\*\*\*\***

## I. GENERAL INFORMATION

The purpose of this Notice of Funding Opportunity (NOFO) is for the Community Services Department (CSD) to receive proposals from qualifying non-profit organizations to provide services related to the approved Service Categories. The sole purpose and intent of this NOFO is to secure firm, fixed pricing and establish a term contract for the preparation and delivery of various types of meals to various Palm Beach County Division of Senior and Veteran Services (DSVS) locations and client residences.

### APPLICANT ELIGIBILITY

Qualified entities submitting applications for DSVS funding shall meet all statutory and regulatory requirements.

Applicants **must** be nonprofit organizations. For-profit and government entities are **not** eligible to apply for grants or to be sub-recipients of grant funds. All sub-recipients must also meet the eligibility standards as described below.

Organizations must clearly identify how their service/program(s) address the Service Category and system of care as approved by the BCC.

- All applicants seeking County assistance must be chartered or registered with the Florida Department of State, have been incorporated for at least one (1) agency fiscal year, and have provided services for at least six (6) months.
- All applicant agencies must hold current and valid 501(c) (3) status as determined by the Internal Revenue Service.
- All applicants must demonstrate accountability through the submission of acceptable financial audits performed by an independent auditor.
- Create a Vendor Registration Account OR activate an existing Vendor Registration Account through Palm Beach County Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.
- Maintain contractual liability insurance substantially similar to the terms listed in **EXHIBIT 1: INSURANCE**, if awarded DSVS funding.
- Not Subcontract for any services without prior approval of the department

## II. OFFICIAL NOTICE OF REQUEST FOR PROPOSALS

**PALM BEACH COUNTY  
COMMUNITY SERVICE DEPARTMENT  
DIVISION OF SENIOR & VETERAN SERVICES (DSVS)  
HOME DELIVERED MEALS (HDM) / CONGREGATE MEALS (CNML) FY 2025-2027  
NOTICE OF FUNDING OPPORTUNITY (NOFO)**

Palm Beach County, Community Services Department (CSD), will be accepting proposals for the Funding Source program for Fiscal Years (FY) 2025 – 2027 (October 1, 2024 – September 30, 2027). Contracts will be issued as a one (1) year contract with two (2), one (1) year renewal periods dependent on BCC allocations each year.

## **Eligible Applicant Requirements:**

This NOFO shall be awarded only to a responsive and responsible applicant, qualified to provide the goods and/or service specified. The applicant shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The applicant should submit the following information with their response; however, if not included, it shall be the responsibility of the applicant to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of an applicant to provide the required information within the specified timeframe is considered sufficient cause for rejection of their offer.

**Information submitted with a previous offer shall not satisfy this provision.**

- A. List a minimum of 3 references in which similar goods and/or services have been provided within the past 2 years including scope of work, contact names, addresses, e-mail addresses, telephone numbers, and dates of service on the attached reference sheet included herein ([ATTACHMENT 7](#)). A contact person shall be someone who has personal knowledge of the applicant's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.
  - **Please upload your document in the same format as the template: .doc OR .docx**
  - **Please name your document as such: (Agency Name or Initials)ServiceReferences**
  
- B. The applicant must provide written evidence (copies of current licenses/certifications) that show that the firm (applicant) or a principal in the firm is licensed/certified to provide the proposed scope of work in Palm Beach County with the following ([ATTACHMENT 8](#)):
  1. **State and Local Licenses.** Provide copy of state and local business license(s) for commissary location(s) to be utilized during the term of the contract.
  2. **Licensed Registered Dietitian.** Provide the name, address, phone number, copy of State of Florida licensure, and any other professional affiliations such as registration for Commission of Dietetic Registration (CDR) for the person (on staff or contracted) responsible for nutritional analyses of menus during the term of the contract.
  3. **Food Service Manager Certification.** Provide copy of the certificate(s) for all staff responsible for overseeing the preparation and delivery of meals during the term of the contract.
    - **Please upload your document in the same format as the template: .doc OR .docx**
    - **Please name your document as such: (Agency Name or Initials)LicencesCertifications**
  
- C. Provide 3 current Health or Food Service Inspection Reports for all commissary locations to be utilized to provide service during the term of the contract ([ATTACHMENT 9](#)). Reports must be satisfactory with no major violations noted. Any minor violations noted must have been corrected within the required timeframe.
  - **Please upload your document in the same format as the template: .doc OR .docx**
  - **Please name your document as such: (Agency Name or Initials)InspectionReports**

- D. All menus submitted as part of NOFO Response or as part of services provided during the term of the contract shall contain the name of the licensed registered dietitian who completed the nutritional analysis, indicating that particular menu meets or exceeds nutritional requirements of the Older American’s Act Title III Nutrition Program. All Breakfast and Lunch menus submitted shall also state menu development methodology utilized, as well as serving size of all menu components. Snack menus shall contain the name of the licensed dietitian who completed the nutritional analysis, indicating adherence to the ASPEN regulation set for Adult Day Care.
- E. Provide the following eleven menus to be utilized at the start of the contract period. Complete and provide nutritional analyses for these menus. Additional cycle menus and accompanying nutritional analyses may be needed after start of contract.

Meal Type	Cycle Menu To Submit
CNML, BREAKFAST, DELIVERED IN BULK	(4) four week cycle menu, (5) five days/week
CNML, LUNCH, PRE-PLATE	(4) four week cycle menu, (5) five days/week
HDM, BREAKFAST	(4) four week cycle menu, (7) seven days/week
HDM, LUNCH	(4) four week cycle menu, (7) seven days/week
(CNML and HDM) SHELF STABLE	(1) one week cycle menu, (5) days/week
CNML , CAFÉ,BREAKFAST,COLD	(1) one week cycle menu, (5) days/week
CNML, CAFÉ,LUNCH,HOT	(2) two week cycle menu, (5) five days/week
CNML, CAFÉ,LUNCH,COLD	(2) two week cycle menu, (5) five days/week
CNML, “GRAB & GO”, REFRIGERATED	(1) one week cycle menu, (5) days/week
(CNML and HDM) BULK GROCERIES, REFRIGERATED	(1) one week cycle menu, (5) days/week
SNACK	(2) two week cycle menu, (5) five days/week

- F. Provide a copy of company’s organizational chart. The organizational chart shall not be considered in evaluation of award. Identify key management and personnel responsible for monitoring. Specify individuals who would be specifically assigned to the contract, including telephone numbers and e-mail addresses.
- G. Provide a copy of the company’s written plan for the provision and delivery of meals in the event of a hurricane or other disaster.

**Proposals and Amount of Funds Requested:** All proposals must be category-specific in service categories that are accepting NOFOs. Applicants are not limited in the number of proposals submitted. Proposal shall include providing both CNML and HDM. The funding available for this NOFO will be determined by the Board of County Commissioners.

**Proposal Guidelines**

The NOFO Guidance is available at:

<http://discover.pbcgov.org/communityservices/financiallyassisted/Pages/RFP.aspx>

<http://discover.pbcgov.org/BusinessOpportunities/Pages/default.aspx>

Paper copies are available upon request.

All proposals will have to be submitted through the Community Services DSVS NOFO Submission website which is located at the following link:

<http://pbcc.samis.io/go/nofo>

Submission through the website must be completed by **September 16, 2024 at 11:59 PM** in order for a proposal to be considered.

Additional resources and information are available at:

<http://discover.pbcgov.org/communityservices/financiallyassisted/Pages/RFP.aspx>

The DSVS Home Delivered Meals / Congregate Meals NOFO Guidance is for reference purposes only, as the proposal must be submitted through the Palm Beach County Community Services Department (CSD) NOFO Submission website.

**Publish Date**

Wednesday, August 14, 2024 EST

**Deadline Date**

Proposals, submitted through the online application website, must be completed and received by **11:59 PM (Noon) EST on September 16, 2024**. Proposals submitted after 11:59 p.m. to the website **will not** be accepted or reviewed.

**Technical Assistance Conference:**

CSD will hold a **Mandatory Technical Assistance Conference** for Applicants from 10:00 am to 12:00 pm on **Monday, August 19, 2024** using WebEx (Online). Please check the CSD website for changes to the meeting location.

<https://pbc-gov.webex.com/pbc-gov/j.php?MTID=m32e6a321b0e56ccb1945f16de2bd6dcc>

Meeting number/Access Code: 2309 952 6540

Password: PDde4JiFC82

Join by phone: 1-844-621-3956 United States Toll  
+1-415-655-0001 United States Toll Free

Members of the public who plan to attend the meeting in person are asked to please notify CSD as soon as possible by email at [CSD-FAARFP@PBCGOV.ORG](mailto:CSD-FAARFP@PBCGOV.ORG) or by phone at (561) 355-6078.

Communication Media Technology (CMT) may be accessed at the following location, which is normally open to the public at 810 Datura Street, West Palm Beach, FL 33401, Basement Conference Room.

People wishing to attend in person may do so at 810 Datura Street, West Palm Beach FL 33401, Basement Conference Room.

Anyone interested in additional information may contact DSVS by mail at 810 Datura Street, West Palm Beach, FL 33401, by email at [CSD-FAARFP@PBCGOV.ORG](mailto:CSD-FAARFP@PBCGOV.ORG) or by phone at (561) 355-6078.

Also, those wishing to make public comments may contact DSVS by sending your comments via traditional mail to CSD at 810 Datura Street, West Palm Beach, FL 33401, or email at [CSD-FAARFP@PBCGOV.ORG](mailto:CSD-FAARFP@PBCGOV.ORG).

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status.

In accordance with the Americans with Disabilities Act (“ADA”), persons with disabilities requiring accommodations in order to participate in this public meeting can contact [CSD-FAARFP@PBCGOV.ORG](mailto:CSD-FAARFP@PBCGOV.ORG) no later than three (3) business days prior to such meeting.

Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services for a meeting (free of charge), please call (561) 355-4757 or email [CSD-FAARFP@PBCGOV.ORG](mailto:CSD-FAARFP@PBCGOV.ORG) at least five business days in advance. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.

Technical assistance questions must be made in writing and emailed to [CSD-FAARFP@PBCGOV.ORG](mailto:CSD-FAARFP@PBCGOV.ORG). All questions and answers will be made available for the public to review at:

<https://discover.pbcgov.org/communityservices/financiallyassisted/Pages/RFP.aspx>

The deadline for submitting questions to CSD is **12:00 PM (Noon) EST on Wednesday, September 13, 2024**, which is one (1) business day before the submission deadline.

### CONTACT PERSON

This NOFO is issued, as with any addenda, for the BCC by CSD. The contact for all DSVS Category application inquiries is by email at [CSD-FAARFP@PBCGOV.ORG](mailto:CSD-FAARFP@PBCGOV.ORG)

### III. SCHEDULE OF EVENTS

#### FY 2025 - 2027 DSVS Schedule of Events

DATE	ITEM	RESPONSIBLE
August 14, 2024	DSVS Congregate Meals NOFO Release Day - Available for Public	CSD
August 19, 2024	Technical Assistance Conference 10:00 AM - 12:00 PM EST	CSD Applicants
September 11, 2024	DSVS Congregate Meals NOFO Reviewer Training	CSD Reviewers
September 13, 2024	Final day to submit written questions 12:00 PM (Noon) EST	Applicants
<b>September 16, 2024</b>	<b>DSVS CONGREGATE MEALS NOFO PROPOSAL SUBMISSION DEADLINE – 11:59 PM EST</b>	<b>Applicants</b>
September 16, 2024	Cone of Silence Begins for DSVS Congregate Meals NOFO	CSD, Applicants, Reviewers, BCC
September 23, 2024	Review Panels meet to review and score proposals	CSD Reviewers
September 24, 2024	Staff reconciles review panel rankings and funding availability to develop recommended allocations	CSD Reviewers

September 24, 2024	Funding Recommendations Posted on CSD Website	CSD
October 4, 2024	Final date to file a Funding Grievance	Applicants
November 5, 2024	DSVS Congregate Meals Contracts Presented to the BCC for Approval	CSD BCC
November 5, 2024	Cone of Silence Ends DSVS Congregate Meals NOFO	CSD, Applicants, Reviewers, BCC

**EXPENSE OF PROJECT APPLICATION**

All expenses incurred with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by applicants. No payment will be made for proposals received or for any other effort required of or made by applicants prior to commencement of work as defined by an agreement approved by the BCC.

**PROJECT APPLICATIONS OPEN TO THE PUBLIC**

Applicants are hereby notified that all information submitted as part of, or in support of DSVS Congregate Meals applications will be available for public inspection in compliance with the Florida Public Records Act.

**IV. CRITERIA FOR SERVICE CATEGORIES**

**CRITERIA FOR SERVICE CATEGORIES**

**3-Year Funding Cycle:**

The following service categories that will be up for competitive proposals will be issued a one (1) year contract with two (2), one (1) year renewal periods dependent on BCC allocations each year.

1. Home Delivered Meals (HDM)
2. Congregate Meals (CNML)

**V. CONE OF SILENCE**

**This NOFO includes a Cone of Silence.** The Cone of Silence will apply from the date the NOFO is due back to the department, which is September 16, 2024, until the final DSVS Congregate Meals contract agreements are approved by the BCC, approximately November 5, 2024.

All parties interested in submitting a proposal will be advised of the following:

**Lobbying - Cone of Silence**

Respondents are advised that the "Palm Beach County Lobbyist Registration Ordinance" (Ordinance) is in effect. A copy of the Ordinance can be accessed at:

[http://discover.pbcgov.org/legislativeaffairs/Pages/Lobbying\\_Regulations.aspx](http://discover.pbcgov.org/legislativeaffairs/Pages/Lobbying_Regulations.aspx)

The Respondent shall read and familiarize themselves with all of the provisions of said Ordinance, but for convenience, the provisions relating to the Cone of Silence have been summarized here. "Cone of Silence" means a prohibition on any non-written communication regarding this NOFO between any Respondent or



Respondent's representative and any County Commissioner or Commissioner's staff any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a contract.

A Respondent's representative shall include but not be limited to the Respondent's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the Respondent.

The Cone of Silence is in effect as of the submittal deadline. The provisions of this Ordinance shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting. The Cone of Silence shall not apply to contract negotiations between any employee and the intended awardee and any dispute resolution process following the filing of a protest. The Cone of Silence shall terminate at the time that the BCC awards or approves a contract, when all proposals are rejected, or when an action is otherwise taken that ends the solicitation process.

## VI. PROPOSAL GUIDELINES

### FY 2025-2027 DIVISION OF SENIOR & VETERAN SERVICES HOME DELIVERED MEALS (HML) / CONGREGATE MEALS (CNML) PROPOSAL GUIDELINES

**\*\*START A NEW APPLICATION IN SAMIS – DO NOT USE AN OLD ONE\*\***

#### **General Information – complete Attachment 1 “Cover Page”:**

##### **List cover page items**

1. Name of Applicant Agency
2. Service Category - identify HDM, and/or CNML service category for which the proposal is being submitted.
3. Program Title
4. Geographic Area to be served
5. Program Status (existing or new program)
6. Program Start Date
7. Unit Cost(s) Service Description
8. Unit Cost(s) of Service
9. Overview (**3 sentence overview of the program** – this must be short and concise and will be used to communicate the purpose of programs and services to the Board of County Commissioners and various publications)

#### **Summary**

Applicants must submit a proposal via SAMIS that includes the following:

- Address all components of the DSVS NOFO Guidance. The full proposal can be revised prior to final submission which is due no later than **September 16, 2024 at 11:59 PM.**
- Written in plain language; a narrative that fully addresses all questions in the DSVS NOFO Guidelines.
- Language is understandable to people unfamiliar with your organization of expertise.
- Completed Scope Of Work (SOW)
- Evaluation/Masurement Tool Sample (Ex. pre/post-test)
- Total Agency Budget

Please refer to the **Division of Senior & Veteran Services NOFO** guidance provided throughout the website for further description or definition of any of the required areas.

**Guidelines for Proposals include:**

1. **Project Narrative (25 pts)**
2. **Evaluation Approach (15 pts)**
3. **Prior Outcomes and Response to Community Data (10 pts)**
4. **Data Management (10 pts)**
5. **Partnerships, Resources and Collaboration (20 pts)**
6. **Budget (20 pts)**
7. **Scope of Work (no pts)**

**VII. TERMS AND CONDITIONS**

1. **Proposal Guarantee:**  
Proposer guarantees their commitment, compliance and adherence to all requirements of the NOFO by submission of their proposal.
2. **Modified Proposals:**  
Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Deadline for receipt of proposals. The County will only consider the latest proposal submitted.
3. **Late Proposals, Late Modified Proposals:**  
Proposals and/or modifications to proposals submitted after the deadline are late and shall not be considered.
4. **Costs Incurred by Proposers:**  
All expenses incurred with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the proposer. No payment will be made for proposals received, or for any other effort required of or made by the proposers, prior to commencement of work as defined by a contract approved by the Board of County Commissioners.
5. **Public Record Disclosure:**  
Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection in compliance with the Florida Public Records Act.
6. **Palm Beach County Office of the Inspector General Audit Requirements:**  
Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and

lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**7. Commencement of Work:**

The County's obligation will commence when the contract is approved by the Board of County Commissioners or their designee and upon written notice to the proposer. The County may set a different starting date for the contract. The County will not be responsible for any work done by the proposer, even work done in good faith, if it occurs prior to the contract start date set by the County.

**8. Non-Discrimination:** The proposer must warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

**VIII. Recommendations for Services:**

**a) Proposals are being accepted for the following services:**

1. **Home Delivered Meals (HDM):** Meal that is delivered to client residence. Seniors being provided this service receive meals on a regularly scheduled basis. Client residences are located throughout Palm Beach County, North of Hypoluxo Rd and West to the Glades area. HDM meals consist of refrigerated or frozen meal tray plus milk, bread and fruit packaged in a sanitary fashion separate from meal trays per the approved cycle menu.
2. **Congregate Meal (CNML):** meal that is delivered to a DSVS location (does not include home delivered meals).

**b) Targeting/Outreach to clients**

**Procedure**

Each Request for Proposal released for Older Americans Act Services will require each potential provider to assure activities are aimed at the following targeted groups:

Older Americans Act Section 306(a)(4)

1. Providers will be providing services to:
  - a. older individuals with greatest economic need (BPL = 100% of the Federal Poverty Level & Low-Income = 125% of the Federal Poverty Level).
  - b. older individuals with greatest social need,
  - c. older individuals at risk for institutional placement,
  - d. low-income minority older individuals,
  - e. older individuals with limited English proficiency,
  - f. older individuals residing in rural areas.
2. Include in each OAA Service Provider Application how the provider intends to meet the service needs of targeted populations.

In order to comply with the above requirements of the Older Americans Act and the Department of Elder Affairs, and to continue targeting efforts of previous years, service providers are required to include, in the Service Provider Application, the following information regarding services to each of the targeted categories using the below Target Numbers grid format. Although “Minority” category is no longer included in the targeting criteria, it is recommended service provider tracks and addresses “Minority” targeting goals.  
 \*NOTE: the number of persons served will be based on client referrals from OAA via DSVS.

<b>October 1, 2024 – December 31, 2024</b>	
<b>FOCUS POPLUTATION SERVED DATA</b>	
<b>OAA Funds</b>	
Economic Need (100%)	#(%)
Social Need	#(%)
At Risk	#(%)
LI, MIN (125%)	#(%)
LEP	#(%)
Rural	#(%)
Minority	#(%)

<b>January 1, 2025 – December 31, 2025</b>	
<b>FOCUS POPLUTATION SERVED DATA</b>	
<b>OAA Funds</b>	
Economic Need (100%)	#(%)
Social Need	#(%)
At Risk	#(%)
LI, MIN (125%)	#(%)
LEP	#(%)
Rural	#(%)
Minority	#(%)

1. Describe in detail the extent to which clients in each of the 7 categories in the Charts in section B.2 will be served within the program, including number of clients proposed to be served and the percentage of total clients specified for each category.
2. Develop a specific, measurable plan of action to satisfy the service needs of clients in each of the same 7 categories in accordance with their need. Include specific activities.
3. Specify the proposed number of clients proposed to be served in the remainder of 2024 (October 1, 2024 – December 31, 2024). Additionally, specify the proposed number of clients proposed to be served in the 2025 contract year. Both tables should specify the number of clients for each of the 7 categories and the percentage of total clients this number represents for each category.

**Total Funds Available: \$1,617,920**

**PURPOSE AND INTENT**

The sole purpose and intent of this Notice of Funding Opportunity (NOFO) is to secure firm, fixed pricing and establish a term contract for the preparation and delivery of various types of meals to various Palm Beach County DSVS locations and client residences.

## **GENERAL**

County seniors participating in the Nutrition Program provided by the DSVS receive healthful nourishment in a scheduled and well-planned manner. Every menu/ meal served must achieve all nutrition requirements of the Older Americans Act (OAA) Title III as well as the acceptance of the clients being served.

Recipients eligible for this program are assessed by DSVS. DSVS receives funding from multiple sources. Contract shall be contingent upon Older Americans Act (OAA) funds for Title III C-1 Congregate Meals and C-2 Home Delivered Meals, NSIP funding (Department of Agriculture); and local funds, which may be increased, decreased and/or terminated.

Successful applicant shall deliver meals as specified herein to sites throughout the County, north of Hypoluxo Road and including the Glades area.

DSVS reserves the right to change the nutritional meal requirements as necessary, with a minimum of thirty (30) calendar days' notice to the successful applicant at no additional cost to the County.

The DSVS registered dietitian reserves the right to have final say in all foods and portions served for the contract. No menu item shall be served at any time without prior written approval from the DSVS dietitian.

## **DEFINITIONS**

Division of Senior and Veteran Services (DSVS) Nutrition Program – All food and supplies served and activities conducted under the supervision of a registered dietitian providing County seniors with nutritious food, nutrition education and counseling.

Qualified Dietitian- A dietitian credentialed (licensed) through the Florida Department of Health.

Commissary - Licensed Commercial Food Production Kitchen.

Congregate Meal- (CNML) meal that is delivered to a DSVS location.

Home Delivered Meal- (HDM) Meal that is delivered to client residence. Seniors being provided this service receive meals on a regularly scheduled basis. Client residences are located throughout Palm Beach County, North of Hypoluxo Rd and West to the Glades area. HDM meals consist of refrigerated or frozen meal tray plus milk, bread and fruit packaged in a sanitary fashion separate from meal tray. Each delivery will contain multiple meals.

Congregate Meal, Pre-plate – (CNMLP) County congregated meal sites are located throughout Palm Beach County, North of Hypoluxo Rd and West to the Glades area. This type of meal is delivered in individual, sealed meal trays with milk, bread and fruit separate from meal tray.

Meal, Shelf Stable - Meal that does not need any refrigeration and is safe to consume with prolonged room temperature storage. Shelf stable meals should be delivered with a minimum shelf life of six (6)

months for all contents. Shelf stable meals shall meet all nutritional requirements of the OAA Title III Nutrition Program and shall be delivered with a cycle menu insert.

CNML Meal, Bulk- Multiple meals delivered to a DSVS location with each menu item fully prepared and packaged separately. (ex. 28 chicken breasts, 28 portions potatoes, 28 dinner rolls, 28 containers milk, 28 fruit cups.) Meal site to be responsible for plating.

Meal, Bulk Grocery— Bulk Grocery Meals will be billed for by the “each meal”, however groceries and produce will be provided in bulk such as whole head of celery, whole loaf of bread, sealed box of pasta, canned and jarred foods, etc. Number of meals within bulk grocery box to be determined. Bulk grocery box shall be delivered with a cycle menu insert.

PM Snack – Mid-day refreshments served in Adult Day Care operations that adhere to Agency for Healthcare Administration (AHCA) Automated Survey Processing Environment (ASPEN) current regulation set for snack requirements for Adult Day Care operations. This requirement must include at least two (2) servings from the following four (4) food groups: milk, bread (or bread alternatives), meat (or meat alternative), and vegetables or fruits.

Café Meal- Individual, cold or hot, prepackaged meal with a gourmet, upscale perspective. Meal may include gourmet bread, high quality cold cuts, cheeses, entrees, sides and salads showcasing whole grains, fresh fruits and vegetables

“Grab & Go” Meal- Meals distributed to clients at a pre-determined location, as either a one-time event or a regularly scheduled event. Number of meals per client at any distribution event to be pre-determined. This type of meal may be implemented in the future as County provided labor is obtained.

Prescription- Standing order placed by DSVS for home delivered client.

TCS Food – Potentially hazardous food requiring time and temperature control for food safety.

Cycle Menu- A series of daily menus that is repeated after all days of the menu have been delivered. The menu is different each day during the cycle.

Greatest Economic Need: means the need resulting from an income level at or below the poverty level established by the U.S. Department of Health and Human Services. 2024 Older Americans Act/Local Service Programs RFP 6 Greatest Social Need: means the need caused by non-economic factors, which restricts an individual’s ability to perform normal daily tasks or threatens his/her capacity to live independently. The needs include the following:

- (A) physical and mental disabilities;
- (B) language barriers;
- (C) cultural, social, or geographical isolation; and (D) isolation caused by racial or ethnic status.

Low-income: is defined as 125% of the Federal Poverty Level which refers to the official poverty line as established by the Department of Health and Human Services.

Rural: is defined by the Department of Elder Affairs as residing in an area with a population density of less than 100 individuals per square mile or an area defined by the most recent U.S. Census as rural.

Limited English Proficiency: is defined as having limited ability to read, write, or speak in the English language, or to understand spoken English. This can be due to the client's primary language being other than English, literacy issues, or physical impairments.

Risk of Institutional Placement: is defined as, with respect to an older individual, that such individual is unable to perform at least 2 Activities of Daily Living without substantial assistance (including verbal reminding, physical cuing, or supervision) and determined by the State involved to be in need of placement in a long-term care facility.

Department of Elder Affairs Programs and Services Handbook- <https://elderaffairs.org/publications-reports/programs-services-handbook> Policies and procedures utilized for DSVS Nutrition Program can be found here.

### **DAYS OF OPERATION**

Palm Beach County observes the following holidays. County facilities are closed on these days. Home delivered meals may be delivered on some of the holidays listed with prior approval from DSVS. On holidays when successful applicant's operations are closed, such as Christmas Day, scheduled home delivered meals shall be "doubled up" on the client's prior scheduled delivery or, with DSVS pre-approval, delivered the business day before or after the holiday.

1. New Year's Day
2. Dr. Martin Luther King's Birthday(3<sup>rd</sup> Monday in January)
3. President's Day (3<sup>rd</sup> Monday in February)
4. Memorial Day (4<sup>th</sup> Monday in May)
5. Juneteenth (June 19<sup>th</sup>)
6. Independence Day
7. Labor Day (1<sup>st</sup> Monday in September)
8. Columbus Day (2<sup>nd</sup> Monday in October)
9. Veteran's Day
10. Thanksgiving Day
11. The Day after Thanksgiving
12. The Day before or after Christmas
13. Christmas Day

### **MENU – NUTRITION REQUIREMENTS**

Successful applicant shall comply with any/all existing nutrition requirements as well as any updates and changes in nutrition requirements of the OAA Title III Nutrition Program and the current Department of Elder Affairs (DOEA) Handbook during the term of the contract. All meals provided must comply with the most recent edition of the Dietary Guidelines for Americans recommendations for seniors (<https://www.dietaryguidelines.gov>), as well as provide a minimum of 33 1/3 percent of the Dietary Reference Intake/Adequate Intake (DRI/AI) for 51+ year-old adults as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences (see chart below). All meals provided shall contain eight (8) ounces of either 1% fat, fluid skim milk or fat-free, fluid milk. Shelf stable meals shall contain aseptically packaged or powdered milk that meets program nutrition requirements.

The following nutrients are required to be analyzed for each meal. The successful applicant shall provide computer generated nutrient analysis approved by a Florida licensed dietitian, for each meal served during

the term of the contract. As menu items are approved and added to the cycle menu over time, nutritional analysis for the portion size served shall be provided by the successful applicant to DSVS.

**NUTRIENT REQUIREMENTS FOR OAA TITLE III NUTRITION PROGRAM**

**33 1/3 % DRI/AI**

<b>NUTRIENT</b>	<b>REQUIRED MINIMUM AMOUNT/ MEAL*</b>
Calories	667
Protein	19g
Fiber	9g
Fat	20- 35%
Vitamin A**	300ug
Vitamin C	30mg
Vitamin B6	0.6 mg
Vitamin B12**	0.8 mcg
Calcium	400 mg
Zinc**	3.7mg
Potassium**	1133mg
Sodium**	<1000mg*
Magnesium**	140mg

\*Sodium amount should be less than required amount. No one (1) meal shall exceed 1000 mg Sodium.

\*\*Vitamin A, Vitamin B12, Zinc, Potassium, Sodium and Magnesium requirement can be averaged over the meals of any one (1) week of the cycle menu.

Current Dietary Guidelines for Americans recommend limiting added sugar, saturated fat and sodium. Additional recommendations include: half of grains consumed should be whole grains, vary vegetables consumed, and increase consumption of nutrient-dense foods.

Each snack shall consist of at least two servings, in the correct portion size, from the following four food groups: milk, bread or bread alternate, meat or meat alternate, and vegetables or fruits.

**MENUS**

Menus shall be planned and provided to DSVS for review no less than six calendar weeks in advance of implementation. All menus must be approved by DSVS dietitian at least four calendar weeks prior to implementation. Nutritional analysis and signature of successful applicant’s qualified registered dietitian completing the analysis , serving size of all menu items and a statement indicating menu development methodology used, are required four calendar weeks prior to implementation of all menus utilized for this contract. Cycle menus shall be changed every six (6) months as per Older Americans Act Title III Nutrition Program Requirements to provide variety for clients.

Congregate breakfast menus need to be composed of foods that can be served without any reheating or toasting at the meal site. Hot Congregate breakfast and lunch menu items need to be delivered hot and ready to be serve.

DSVS reserves the right to request removal of any menu item, at any time, due to client or DSVS dissatisfaction with that particular menu item, at no additional cost to County.



A selected menu item replacement/change for any menu item to be discontinued shall be submitted to the DSVS Dietitian with its nutrient analysis prior to implementation within two (2) weeks from DSVS Dietitian's request or within two (2) weeks of written notification from successful bidder to DSVS. Actual service of replacement item shall take place at a maximum of four (4) weeks from the original date of written request for change.

At any time during the term of the contract any changes in client HDM prescriptions requested by DSVS by 3:30 PM are expected to be made within seventy-two (72) business hours, at no additional cost to the County.

Successful applicant shall fulfill all USDA requirements for NSIP funding pertaining to the purchase of U.S. grown food for the nutrition program. Successful applicant shall provide DSVS sufficient documentation on an annual basis acknowledging utilization of U.S. grown food to provide confidence that this requirement is being met.

### **MENU SUBSTITUTIONS**

Successful applicant shall receive a copy of, sign and comply with the DSVS Menu Substitution Policy and Procedures annually. Menu substitutions shall be minimal and avoided if possible. Menu substitution shall be from the same food group and provide equivalent nutritional value of original menu item. If a substitution is unavoidable, DSVS shall be notified a minimum of twenty-four (24) hours in advance in writing, prior to delivery of substitution item.

The Menu Substitution List should be used to plan menu item substitutions but is not all-inclusive. Additional foods may be considered as substitutions if approved in writing prior to service by DSVS Dietitian.

### **SANITATION AND FOOD SAFETY**

#### **Production Commissaries**

All commissaries utilized to provide service for the contract shall be licensed for commercial food preparation by the Florida Department of Professional Business Regulation and local county/city each commissary resides in. Successful applicant shall comply with all state and local fire, health, sanitation and safety regulations applicable to all processes carried out to fulfill requirements of the contract. These regulations include but are not limited to; Florida Statutes Title XXIX, Chapter 381- Public Health: General Provisions, Florida Statutes Title XXXIII Chapter 500- Food Products and The Florida Administrative Code Chapter 64-E11 – Food Hygiene.

Current food permits and/or inspection reports issued by the Department of Health or Department of Business and Professional Regulation shall be posted or on file at all commissaries utilized to fulfill this contract.

Successful applicant's commissaries shall contain sufficient commercial equipment and space for preparation, packaging, and storage of all food and non-food products needed to provide for the meal and supply quantities specified herein. Upon request by DSVS, prior to NOFO award or at any time during the term of the contract, successful applicant may be requested to provide a diagram/layout/dimensions of any commissary utilized for the contract, including a list of all equipment to be used in preparation, packaging and storing of food and supplies for the contract.

If any prepared food products are purchased by the successful applicant to fulfill menu offerings then it shall be successful applicant's responsibility to ensure these products are wholesome and that production

facilities used to produce these items are licensed and comply with all regulations relating to their location, production and transportation.

A Master Sanitation and Cleaning Schedule shall be in place for all commissaries, equipment and vehicles utilized to provide service for the contract, and shall be presented to DSVS upon request (e.g. prior to bid award or at any time during the term of the contract). DSVS shall observe compliance to this schedule during any facility inspection.

Temperatures of all TCS food shall be taken by successful applicant as food is packed into transport containers for delivery to DSVS locations, such as hot boxes or coolers, prior to their departure from the successful applicant's commissary. Documentation of these temperatures shall be available upon request by DSVS and maintained by the successful applicant for six (6) years after completion/termination of the contract. Fresh or refrigerated TCS foods shall be packaged for transport to the extent possible not to exceed four (4) hours from packaging to delivery.

Successful applicant shall provide DSVS with copies of every health inspection and associated report, including corrective action plan if applicable, pertaining to every commissary utilized for services provided for the contract within 24 hours of each inspection during the term of the contract. Successful applicant shall provide a written plan of correction for any high priority or significant findings on sanitation inspections to DSVS. Health inspections dated in succession shall not contain the same high priority infraction. **Successful applicant shall notify DSVS immediately of any closures or Administrative Complaints regarding food safety.**

All staff working in the preparation of food shall be under the supervision of an individual holding a current Professional Food Manager Certificate. This certificate shall be available for review at all times.

### **Service Vehicles**

Successful applicant is responsible for supplying food transport vehicles and equipment needed to fulfill the responsibilities of the contract.

Upon request by DSVS prior to NOFO award or at any time during the term of the contract, applicant shall provide the year, make and model of vehicle(s) used for the contract. All vehicles used for food transportation shall be kept in a clean and sanitary condition.

### **FOOD TEMPERATURE REQUIREMENTS**

TCS food shall be transported and delivered with temperatures outside the Danger Zone, which in the State of Florida is 41° F to 140° F. At no time should hot food be maintained at 180° or higher. Food items maintained at excessively high temperatures lose nutritional and aesthetic value.

Foods delivered in a frozen state should show no sign of thawing or refreezing. Signs that thawing or refreezing has taken place include mushy food, food containing large ice crystals, or food claimed to be frozen having an internal temperature above 20°.

Ice and ice alternatives (blue ice) can be used during the transportation process to maintain required cold food temperatures. Equipment such as thermal food carriers, coolers and ice shall be utilized properly to prevent food contamination by dust, insects, animals, vermin or infection and the ice itself. Thermal, insulated hot boxes shall be utilized to hold hot food above 140° F. Thermal insulated coolers shall be utilized to hold cold food below 41° F.

Containers used for food transport shall be clean and sanitized.

## **FOOD QUALITY AND QUANTITY**

High quality ingredients and consistency in food preparation are expected for all menu items served in the DSVS Nutrition Program. The successful applicant shall work with DSVS to maintain a palatable menu for service to multiple cultures that includes current trending foods and fulfills program nutritional requirements. Menus for DSVS shall be developed with consideration for the special needs of older adults. Foods served shall be easy to swallow and easily eaten with plastic utensils. Menus shall be diabetic friendly, and not contain any concentrated sweets.

Menu items should be consistent in taste and portion size every time they are delivered showing adherence to recipes. No salt or monosodium glutamate shall be an ingredient in any recipe utilized by the successful applicant.

Appropriate condiments shall be delivered with menu items and be provided in individual, easy to open portion control packaging by the successful applicant at no additional cost to the County. These condiments shall be listed on the cycle menu submitted.

The successful applicant shall provide CNML meals prepared as close to serving time as possible to allow for the highest quality possible and food temperature maintenance. CNML food, if ordered in bulk, shall be easy to portion so that client meal trays can be consistent in portion size.

DSVS shall provide a list of all CNML meal sites and meal order numbers to the successful applicant by 2:00 p.m. the business day prior to every delivery. Food shall be provided in sufficient volume to provide adequate portions for all client orders placed.

It shall be the responsibility of the successful applicant to track the safe return of all non-disposable food pans or any other equipment left at meal sites.

All menu items shall be delivered prior to item expiration date.

## **PACKAGING**

Pre-plated meals shall be delivered in individual sealed meal trays delivered under appropriate temperature control. Meals ordered via standing prescription are to be boxed and delivered in full amount. Meals ordered via prescription shall have the capacity to be heated in a conventional oven, toaster oven, or microwave oven. Meal trays will be sectioned so that different menu items will not mix, leak or spill.

All food shall be transported in a manner as to maintain all food safety and sanitation requirements as declared in the current Florida Statutes, including but not limited to, Title XXIX, Chapter 381, Public Health: General Provisions as well as The State of Florida Department of Health, Florida Administrative Code, Chapter 64-E11 – Food Hygiene, as well as defined for the OAA Title III C1 Nutrition Program.

HDM Meal boxes shall contain a cycle menu listing each meal as well as cooking directions. DSVS reserves the right to preapprove all papers, materials and packaging delivered with meals.

## **SUPPLIES**

### **Cleaning Supplies and Disposable Ware For Congregate (CNML) Deliveries**

Cleaning supplies and disposable ware for CNML deliveries shall be ordered one week in advance, as needed, by DSVS. HDM prescriptions shall not require cleaning supplies and disposable ware. Successful applicant shall maintain adequate stock of all cleaning and disposable ware items to fulfil orders.

<b>SUPPLY ITEMS BREAKFAST CNML ORDERS</b>	
1.	Coffee, Decaffeinated
2.	Coffee, Regular, Caffeinated
3.	Tea Bags
4.	Cups for Hot Beverages, 8 oz.
5.	Matching Lid for 8 oz. Hot Cup
6.	Liquid Creamer, individual, shelf stable
7.	Sugar Packets, individual
8.	Artificial Sweetener, individual
9.	Coffee Stirrers
<b>SUPPLY ITEMS CNML ORDERS</b>	
1.	Alcohol Wipes, food grade, individually packaged. Used to sanitize pocket thermometer
2.	Apron, disposable, 42" x 24", 0.50MIL or thicker
3.	Bleach, chlorine
4.	Bowl, Styrofoam, 12 oz.
5.	Chlorine Sanitizer Test Strips
6.	Cutlery Kit; heavy weight knife, fork, teaspoon and napkin (no salt or pepper packet)
7.	Dish Detergent
8.	Gloves, disposable polyethylene, one size. Thick enough to provide coverage entire meal service.
9.	Hair Cover, disposable, bouffant with elastic
10.	Hairnet, mesh, 24", disposable, lightweight, brown color
11.	Liner, Trash Can, 40" x 48"
12.	Liner, Trash Can, 60 gallon
13.	Lunch Tray, Styrofoam, 5 compartments, approximate size 10.5" x 8"
14.	Napkins, bulk, 1-ply, minimum: 15"x15"-maximum 20"x20", white
15.	Salt and Pepper packets, individual
16.	Placemat, disposable, red checkered gingham pattern
17.	Scour Pad, heavy duty, minimum: 6"x 3.8", Scotch-Brite brand or equivalent
18.	Plastic Soup Spoon, bulk pack
19.	Straw, individually wrapped
20.	Wipes, disposable, light duty cleaning "Chix" food service wipes or equivalent.
21.	SDS required for every chemical or cleaner provided for the contract

### **Serving Utensils**

Successful applicant shall supply each meal site with serving utensils, in the quantities stated at the start of bulk meal orders if applicable. The following serving utensils shall be replaced due to normal wear by the successful bidder, upon request, within reason, at no additional cost to the County:

1. Two (2) each 4 oz. slotted spoodles
2. Two (2) each 4 oz. solid spoodles
3. Two (2) each 4 oz. disher (#8 size)
4. One (1) each pancake turner
5. One (1) each pair 8" tongs

Successful applicant shall supply, as required, any other utensil necessary to serve a correct portion of any planned menu item such as a 5 oz. or 6 oz. spoodle or ladle at no additional cost to the County.

## **SHELF STABLE AND EMERGENCY MEALS**

The successful applicant shall have the capacity to provide shelf stable meals and bottled water throughout the duration of the contract, especially at the start of Hurricane Season, June 1st.

All food items provided in shelf stable and emergency meals shall be easy open, with pull-tabs whenever possible. Annually, in advance of hurricane season, DSVS reserves the right to place an order for emergency meals for clients. Emergency meals shall be packaged five (5) complete shelf stable meals plus five (5) each 16 oz. or larger bottles of water.

The successful applicant shall provide DSVS, if requested, all information necessary to be able to decode all Julian dates stamped on shelf stable meal components. Shelf stable meals provided for the DSVS Nutrition Program shall have a minimum of six (6) months shelf life before any one item's date stamp expires.

## **DELIVERY**

Successful applicant is responsible for purchase and maintenance of food transport vehicles and equipment needed to fulfill the responsibilities of this contract. Upon request by DSVS, prior to NOFO award or at any time during the term of the contract, provision of the vehicle year, make and model of vehicles used for delivery shall be provided.

CNML deliveries shall be completed approximately one hour prior to service time unless previous arrangements have been made. Cold CNML breakfast meals shall be delivered the prior business day unless previous arrangements have been made. Prescription HDM deliveries shall be made from 7:00 am until sundown on a consistent, repeating, scheduled day of the week. HDM's are typically authorized for every other week home delivery. The number of meals varies and is based on client need.

DSVS authorizes only one (1) attempt at re-delivery of a prescription HDM order. If a client is not home the day of re-delivery, the successful applicant shall notify the DSVS Case Manager or Casework Supervisor to request a HOLD change. Client shall remain on HOLD until DSVS emails a resume or cancel order to successful applicant.

A courtesy call from the successful applicant to DSVS shall be made if any non-HDM delivery will be late. Any CNML food delivery arriving thirty (30) minutes or less prior to any meal site serving time shall be deemed late.

Successful applicant shall have the capability to communicate with delivery drivers and DSVS during normal, non-holiday business hours of 8 AM – 5 PM. Successful applicant shall have Call Center type customer service personnel designated to assist with any client and DSVS administrative personnel delivery issues that arise. This Call Center service shall be available on NOFO contract start date.

In the event successful applicant cannot meet delivery time for any non-HDM order based upon the agreed upon schedule, or if any meals are deemed to be of an unacceptable quality and quantity, or if any meals are deemed not safe to eat due to any potentially hazardous food temperature taken at delivery, at the sole discretion of DSVS, it shall be the successful applicant's responsibility to immediately provide a substitute meal of equal nutritional value from a local vendor.

All deliveries require a signature of a DSVS representative or HDM client after checking quality and quantity of items delivered in order for payment to be processed to successful applicant a copy of all CNML delivery tickets shall be accessible to DSVS via hard copy or email within twenty-four (24) hours of delivery.

The following information is required to be available for every CNML delivery to the DSVS representative checking in the delivery. This information can be provided via a hard copy delivery ticket, via hand held tablet used for every delivery, or another method approved by DSVS:

- A. Date
- B. Delivery site name
- C. Number of meals being delivered

CNML food temperatures required for DSVS documentation shall be taken at delivery time by a DSVS representative and shall not be documented by successful applicant's personnel. Delivery driver shall wait while food temperatures are taken and DSVS has signed for food.

All successful applicant's delivery personnel/drivers shall have completed and passed a Level II background screen prior to providing DSVS service. The Background shall be available for review within the Department of Elder Affairs Clearinghouse upon request by DSVS, The Area Agency on Aging or the Department of Elder Affairs at any time during the term of the contract. Successful applicant shall remain in compliance with any/all Department of Elder Affairs (DOEA) guidelines/requirements relating to background checks during the term of the contract.

DSVS reserves the right to open and close Congregate Meal Program sites associated with its Nutrition Program, at its sole discretion, at no additional cost to the County. DSVS reserves the right to change meal service times within reason at any meal site, at no additional cost to the County. The County shall endeavor to provide a minimum of four (4) weeks' notice for any new site opening, closing of an existing site or change in meal service time. The successful applicant shall acknowledge, in writing, the receipt of any/all changes. In the case of a new site opening, the successful applicant shall submit a delivery schedule for the new site at a minimum of two (2) weeks prior to the first day of meal service.

### **ORGANIZATIONAL CHART**

The successful applicant's organizational chart shall be updated as needed during the term of the contract. DSVS shall be notified of new management staff hired to be assigned to the contract. A two (2) week advance notice to DSVS of any management personnel change is required from Commissary Manager to any higher level position on organizational chart submitted.

### **INSPECTION / MONITORING**

DSVS reserves the right to monitor temperatures of all food items at delivery at any time during the term of the contract.

DSVS reserves the right to inspect successful applicant's commissaries, delivery vehicles and equipment used for transport of deliveries during the term of this contract. Inspection will include recording temperatures of all hot and cold food items.

All successful applicant's records pertaining to the contract shall be available for monitoring during the contract period. All records shall be retained for a period of six (6) years after completion/termination of the contract, or longer, if required by Federal regulations. All records shall be available for audit and all of successful applicant's facilities/commissaries shall be available for inspection by the County, the Area Agency on Aging of the Palm Beaches/Treasure Coast, Inc. (AAA), and the Department of Elder Affairs or their appointed representatives.

Successful applicant shall be responsible for compliance to all existing requirements of and all updates to the DOEA Handbook or administrative entities of the Older Americans Act (OAA) Nutrition Program.

### **FAILURE TO ADHERE TO REQUIREMENTS**

Ongoing DSVS Nutrition Program complaints regarding food delivery, food quality or food items, shall be sent to the successful applicant in writing by DSVS. Successful applicant shall respond with corrective action to be taken within five (5) working days of receipt of communication of complaint.

Meals delivered by the successful applicant that are found to be spoiled or not of safe temperature or quality to be served shall not be approved for payment. Meals supplied that are not fit to be served shall be disposed of without responsibility to the site or DSVS.

### **SPECIAL CONDITIONS**

The successful applicant shall comply with all applicable standards, orders or regulations issued pursuant to:

- The Clean Air Act as amended (43 USC 1857 et seq.). 45 CFR part 74.
- The Water Pollution Control Act as amended (33 USC 1368 et seq.).
- Title VI of the Civil Rights Act of 1964 as amended (43 USC 2000d et seq.). Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794.)
- Americans with Disabilities Act (42 USC 12101).
- Title IX of the Education Amendments of 1972 as amended (20 USC 1681 et seq.). The Age Discrimination Act of 1975 as amended (42 USC 6101 et seq.).
- The Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35).
- HIPAA
- Florida Statutes 287.0822

Federal, State, County and local laws, ordinances, rules and regulations, that in any manner affect the items covered herein, apply. Lack of knowledge by the successful applicant shall in no way be a cause for relief from responsibility.

Neither the successful applicant nor the employees/representatives of the successful applicant shall solicit or accept contributions from meal recipients or their representatives. Persons wishing to contribute toward the cost of meals are to be advised that such contributions are to be made directly to DSVS.

### **CONTRACT COMPLIANCE**

All successful applicant's records pertaining to the contract shall be available for monitoring during the contract period.

All records shall be retained for a period of six (6) years after completion/termination of the contract, or longer, if required by Federal regulations, and shall be available for audit by the COUNTY, the Area Agency on Aging of the Palm Beaches/Treasure Coast, Inc. (AAA), and the Department of Elder Affairs or their appointed representatives.

The primary concern of DSVS is the provision of reliable, quality service to its elder clients. Full compliance with all contract terms, conditions and specifications is required. Areas of particular concern are successful applicants:

1. Ability to initiate services at required level within the required time frame
2. Ability to provide on-going service(s) at required level
3. Ability to bill accurately and on time

Failure to meet the above criteria may result in the following steps to correct the deficiency:

1. First Offense - Face to face meeting with successful applicant to discuss area of deficiency and corrective action needing to be taken. Written summary of meeting forwarded to successful applicant and County Purchasing Department;
2. Second Offense - Recommendation for contract termination, in total or minimally, in service area where deficiency occurred.

### **PAYMENT**

Payment will be based on the unit prices offered on the response page(s). Payment shall be rendered ONLY upon the County's satisfaction of services rendered. Price shall include, but is not limited to; delivery of all items listed on the response pages, all supervision, labor, equipment, materials, tools, machinery, shipping, transportation, travel, work force, fuel, mobilization, demobilization and other facilities and services necessary to fully and completely provide the goods/service(s) as specified herein. NO additional compensation shall be offered or paid.

### **A. FY 2025 - 2027 OAA HOME DELIVERED AND/OR CONGREGATE APPLICATION COMPONENTS**

**\*\*START A NEW APPLICATION – DO NOT USE AN OLD ONE\*\***

#### **Proposal**

#### **NOFO Invitation Code**

#### **Federal ID**

#### **Agency Name**

#### **Doing Business As (DBA)**

Please indicate name(s) by which agency is known or does business.

#### **Address**

#### **City**

#### **State**

#### **Zip Code**

#### **NOFO/RFP**

#### **Additional Editors**

#### **Program Name**

#### **OAA NOFO Required FY 2025 - 2027 Cover Sheet**

Click to download the REQUIRED OAA FY 2025 - 2027 Cover Sheet Template. See [ATTACHMENT 1](#).

Please upload once you have completed the form.

- Please upload your document in the same format as the template: .doc OR .docx
- Please name your document as such: *(Agency Name or Initials)*Coversheet\_FY25

#### **NOFO Information Document**

Click to download the **FY 2025 - 2027 OAA HOME DELIVERED AND/OR CONGREGATE SUBCATEGORIES NOFO**

**Guidance** document for reference throughout the application.



## General Contact Information

**CEO/Executive Director Name and Title**

**CEO/Executive Director Email**

**Agency Contract Person Name and Title; Agency Contract Person Phone; Agency Contract Person Email**

**Total Funding Amount Requested**

Please enter total funding amount across all service categories that you are requesting.

**Total People Expected to Serve**

Please enter total number of unduplicated clients proposed to be served with the funding requested.

**Internal Control Questionnaire**

Click to download the REQUIRED **Internal Control Questionnaire**. Please upload once you have completed the form. See [ATTACHMENT 2](#).

- **Please upload your document in the same format as the template: .doc OR .docx**
- **Please name your document as such: (Agency Name or Initials)InternalControl**

**Policies and Procedures**

Please upload your agency's policies and procedures.

- **Please upload your document in the same format as the template: .doc OR .docx**
- **Please name your document as such: (Agency Name or Initials)Policies**

**Performance Improvement Plan (2000 Characters)**

Please describe how your agency responds to requests for performance improvement plan.

## **I. Home Delivered Meals and/or Congregate Meals Project Narrative (25 Points)**

**Home Delivered Meals and/or Congregate Meals Subcategories**

Describe how your organization's plan to implement Client Choice for serving the focus client population in the following Program Type settings:

### **1. Program Type**

Select the program type (**must** include Client Choice).

- Home Delivered Meals
- Congregate Meals

### **2. Client Population**

Select the client population(s).

Home Delivered:

- Seniors (ages 60+)

Congregate Meals

- Seniors (ages 60+)

### **3. Key Staff (1500 Characters)**

Describe key staff that will be working on your project. The description should include position titles, education and experience required. Including specific staff names is optional.

### **4. Organizational Capacity (4000 Characters)**

Describe the capacity of your organization. Include the following in your description:

- Length of time in business
- Length of time undertaking activity for which funding is being requested
- Number of full-time, paid administrative and/or fiscal staff
- Number of full-time, paid programmatic staff
- Number of active volunteers

### **5. Inclusivity (4000 Characters)**

Describe how your agency is (or is working to become more) inclusive and equitable, in terms of internal practices and programming, external partnerships, and within the community.

### **6. Racial Equity (4000 Characters)**

Describe the steps your agency has taken or plans to take in order to establish, develop or continue policies, practices, and procedures that increase racial equity in the following areas: Training, hiring and retention, board development, community engagement and partnerships, and other organizational work.

### **7. Trainings (4000 Characters)**

Describe on-going or planned efforts to ensure staff are offered the following training opportunities and how they may be incorporated into service delivery:

- Racial Equity Training
- Trauma-Informed Care (TIC), Adverse Childhood Experiences (ACEs), Motivational Interviewing (MI) training
- Cultural Competency/Humility Training
- Lesbian, Gay, Bi-Sexual, Transgender, Questioning (LGBTQ) Cultural Competency

### **8. Home Delivered Meals (8000 Characters)**

Describe the unique challenges these focus populations face with food insecurity.

- a. How will you provide services in the Home Delivered Meals program for the focus populations to address these challenges and be diverted from experiencing meal insecurity?
- b. Describe (outline) how you will scale up operations over the next 3, 6, 9 and twelve months of operation to ensure proposed services are provided to focus populations.

### **9. Congregate Meals (8000 Characters)**

Describe the unique challenges these focus populations face with food insecurity.

- a. How will you provide services in the Congregate Meals program for the focus populations to address these challenges and be diverted from experiencing meal insecurity?
- b. Describe (outline) how you will scale up operations over the next 3, 6, 9 and twelve months of operation to ensure proposed services are provided to focus populations.

## **II. Evaluation Approach (15 Points)**

### **10. Program Evaluation and Best Practices (4000 Characters)**

How does your agency use program evaluation and best practice program models to develop and implement the programs that you operate?

### **11. Overall Evaluation Approach (4000 Characters)**

What is your agency's overall approach to building these practices into your programs? Please give an example of a change made to an existing program or a time your agency developed a new program based on a best or evidence based best practice or the results of an evidence based best practice evaluation.

## **III. Prior Outcomes And Response To Community Data (10 Points)**

### **12. Data Sources (4000 Characters)**

Review the data sources provided that demonstrate a need for services in the category for which you are applying. Describe how your proposal will respond to the need demonstrated by the data provided.

## **IV. Data Management (10 Points)**

### **13. Program Changes (4000 Characters)**

Provide a specific example of program changes your agency has made based on data collection, analysis and program evaluation. For each example, describe briefly (a) how the problem was identified, (b) what steps your agency took to make the improvement, and (c) the measurable impacts of these changes.

## **V. Partnerships, Resources And Collaboration (20 Points)**

### **14. Partnerships (4000 Characters)**

Describe how your agency is part of the local System of Care Network. Give an example of how your agency is connected to other organizations that are or have supported your agency's program participants.

### **15. Collaboration (4000 Characters)**

How will your agency work collaboratively to support program outcomes as needed in a seamless, person-friendly way? Describe any key, formal partnerships that are jointly designed with other agencies and indicate whether they are formalized through a Memorandum of Understanding (MOU).

### **16. Resources (4000 Characters)**

How will your organization continue to address this need (or solve this problem) if current funding ends?

## **VI. Budget (20 Points)**

### **17. FY 2025 Proposed Program Budget**

- Complete proposed program budget using the template provided in the online application. Review the "sample" and "guidelines" tabs provided before completing the template. Ensure the requested fund justifications are complete
- Ensure administration expenses are limited to 15%. The Budget Justification must be thoroughly completed. (Please describe in detail each of the line items requested in the budget. Employee positions should include brief descriptions of their duties in the program). If you are charging an

indirect/administrative cost rate then you must remove any other line items related to indirect/administrative expenses. If an indirect cost rate is being requested, an approved cost plan from a cognizant agency must be included

- Include Unit Cost rate for services that are not actual cost. These cost may be inclusive with other support services (i.e. nightly bed rate)
- Ensure OAA requested funding is not more than 25% of the Total Agency Budget

Click [HERE](#) to download the **REQUIRED FY 2025 Budget Worksheet Template**. See [ATTACHMENT 3](#). Please upload once you have completed the form.

- **Please submit budget in one of the following formats: .xls OR .xlsx OR .pdf**
- **Please name your budget as such: *(Agency Name or Initials)*Budget\_ FY25**
- **Total Agency Budget**

The Total Agency Budget must be attached to the proposal. The Budget forms that are part of the proposal do not need to be utilized for this budget as it can be in any form, but it should include all agency funding sources as well as expenditures by program.

- **Please submit Total Agency Budget in one of the following formats: .pdf OR .xls OR .xlsx**
- **Please name your Total Agency Budget as such: *(Agency Name or Initials)*TAB\_ FY25**

## 18. Audit Report

Submit most recent audit report. If there were findings, describe corrective actions.

- **Please submit Audit Report in the following format: .pdf**
- **Please name your Audit Report as such: *(Agency Name or Initials)*Audit\_ FY(*Year of most recent audit*).pdf**

## 19. Audit Report Corrective Actions Explanation (1000 Characters)

Please provide any Audit Report Corrective Actions Explanation, if applicable.

## 20. Year End Financials

Please submit agency's most recent Year-End Financial Statements. If not submitted explain why.

- **Please submit Year-End Financial Statements in the following format: .pdf**
- **Please name your Year-End Financial Statements as such: *(Agency Name or Initials)*YEFS\_ FY2023.pdf**

## 21. IRS Form 990

Please submit agency's latest IRS Form 990. If not submitted explain why.

- **Please submit IRS Form 990 in the following format: .pdf**
- **Please name your IRS Form 990 as such (insert applicable year): *(Agency Name or Initials)*IRS990\_ FY2\_ .pdf**

## 22. YEF/IRS 990 Explanation (1000 Characters)

Please provide any Year End Financials/IRS Form 990 explanation, if applicable.

**23. Unit Cost (4000 Characters)**

Submit proposed Unit Cost service description and unit cost of service rate. Is this an industry standard?

If so, please state source.

Ensure both the unit cost service description and cost rate are clear and accurately calculated. Formulas used to arrive at the cost rate should be included.

**VII. Scope of Work (No Points)**

This section will be used to develop agency contract agreement if program is funded. These items will be monitored by contract monitors.

**24. Focus Population (200 Characters)**

Briefly explain your knowledge and experience serving the focus population.

**25. Overview (400 Characters)**

Please provide a brief overview of the food production and delivery services for proposed program.

**26. Services (1000 Characters)**

List in bullet points the services you will be providing to clients.

**27. Scope of Work (SOW) Template**

Click to download the REQUIRED FY 2025 Scope of Work Template. See [ATTACHMENT 4](#). Please upload once you have completed the form.

- Specific activity to be completed (including when, where, and how often they are provided)
- The timeline for completing each component of the implementation
- The focus population
- The roles and responsibilities of your organization and your project partners (if any)
- **Please submit SOW in one of the following formats: .doc OR .docx OR .pdf**
- **Please name your budget as such: (Agency Name or Initials)SOWFY25.doc**

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## II. ATTACHMENT 1: REQUIRED COVER SHEET



**PALM BEACH COUNTY DEPARTMENT OF COMMUNITY  
SERVICES FINANCIALLY ASSISTED AGENCIES FY 2025-2027  
PLEASE RESPOND TO ALL QUESTIONS LISTED BELOW:**

*(NOTE: This form is formatted using MS Word, Cambria, and 10pt font)*

QUESTIONS:	AGENCY RESPONSES:
NAME OF AGENCY:	
SERVICE CATEGORY (identify the service category for which the proposal is being submitted):	
PROGRAM TITLE:	
PRIORITY POPULATION (include the unduplicated number to be served annually):	
GEOGRAPHIC AREA TO BE SERVED:	
COMMISSION DISTRICT(S) TO BE SERVED:	
PROGRAM STATUS (existing or new program):	
PROGRAM START DATE (if new program):	
TOTAL PROGRAM BUDGET:	\$
AMOUNT OF FUNDING REQUEST (how much you are requesting in the proposal):	\$
UNIT COST SERVICE DESCRIPTION:	
UNIT COST OF SERVICE:	
IDENTIFY IF AGENCY IS CURRENTLY CERTIFIED BY NONPROFITS FIRST: (Yes or No)	
OVERVIEW (3 sentence overview of the program – this must be short and concise and will be used to communicate the purpose of programs and services to the Board of County Commissioners and various publications):	

**SPECIAL NOTICE:**

Contracted agencies must comply with the current Health Insurance Portability and Accountability Act (HIPAA).

If your agency does not provide services that fall under HIPAA Privacy Rules, please state that in the above overview.

### III. ATTACHMENT 2: INTERNAL CONTROL QUESTIONNAIRE

INTERNAL CONTROL QUESTIONNAIRE (to be completed by applicant)

GENERAL	YES	NO	N/A
The following questions relate to the internal accounting controls of the overall organization.			
1. Are the duties for key employees of the organization defined?			
2. Is there an organization chart which sets forth the actual lines of responsibility?			
3. Are written procedures maintained covering the recording of transactions?			
a. Covering an accounting manual?			
b. Covering a chart of accounts?			
4. Do the procedures, chart of accounts, etc., provide for identifying receipts and expenditures of program funds separately for each grant?			
5. Does the accounting system provide for accumulating and recording expenditures by grant and cost category shown in the approved budget?			
6. Does the organization maintain a policy manual covering the following:			
a. approval authority for financial transactions?			
b. guidelines for controlling expenditures, such as purchasing requirements and travel authorizations?			
7. Are there procedures governing the maintenance of accounting records?			
a. Are subsidiary records for accounts payable, accounts receivable, etc., balanced with control accounts on a monthly basis?			
b. Are journal entries approved, explained and supported?			
c. Do accrual accounts provide adequate control over income and expense?			
d. Are accounting records and valuables secured in limited access areas?			
8. Are duties separated so that no one individual has complete authority over an entire financial transaction?			
9. Does the organization use an operating budget to control funds by activity?			

	YES	NO	N/A
10. Are there controls to prevent expenditure of funds in excess of approved, budgeted amounts? For example, are purchase requisitions reviewed against remaining amount in budget category?			
11. Has any aspect of the organization's activities been audited within the past 2 years by another governmental agency or independent public accountant?			
12. Has the organization obtained fidelity bond coverage for responsible officials?			
13. Has the organization obtained fidelity bond coverage in the amounts required by statutes or organization policy?			
14. Are grant financial reports prepared for required accounting periods within the time imposed by the grantors?			
15. Does the organization have an indirect cost allocation plan or a negotiated indirect cost rate?			
<b>CASH RECEIPTS</b>			
1. Does the organization have subgrant agreements which provide for advance payments and/or reimbursement of cost?			
2. If advance payments have been made to the organization:			
a. Are funds maintained in a bank with sufficient federal deposit insurance?			
b. Is there an understanding of the terms of the advance (i.e. to be used before costs can be submitted for reimbursement)?			

**PURCHASING, RECEIVING, AND ACCOUNTS PAYABLE**

The following conditions are indicative of satisfactory control over purchasing, receiving, and accounts payable.

1. Prenumbered purchase orders are used for all items of cost and expense.
2. There are procedures to ensure procurement at competitive prices.
3. Receiving reports are used to control the receipt of merchandise.
4. There is effective review by a responsible official following prescribed procedures for program coding, pricing, and extending vendors' invoices.
5. Invoices are matched with purchase orders and receiving reports.
6. Costs are reviewed for charges to direct and indirect cost centers in accordance with applicable grant agreements and applicable Federal Management circulars pertaining to cost principles.
7. When accrual accounting is required, the organization has adequate controls such as checklists for statement closing procedures to ensure that open invoices and uninvoiced amounts for goods and services received are properly accrued or recorded in the books or controlled through worksheet entries.







	YES	NO	N/A
4. Are extensions on invoices and applicable freight charges checked by accounts payable personnel?			
5. Is the program to be charged entered on the invoice and checked against the purchase order and approved budget?			
6. Is there an auditor of disbursements who reviews each voucher to see that proper procedures have been followed?			
7. Are checks adequately cross referenced to vouchers?			
8. Are there individuals responsible for accounts payable other than those responsible for cash receipts?			
9. Are accrual accounts kept for items which are not invoiced or paid on a regular basis?			
10. Are unpaid vouchers totaled and compared with the general ledger on a monthly basis?			

**CASH DISBURSEMENTS**

The following conditions are indicative of satisfactory controls over cash disbursements.

1. Duties are adequately separated; different persons prepare checks, sign checks, reconcile bank accounts, and have access to cash receipts.
2. All disbursements are properly supported by evidence of receipt and approval of the related goods and services.
3. Blank checks are not signed.
4. Unissued checks are kept in a secure area.
5. Bank accounts are reconciled monthly.
6. Bank accounts and check signers are authorized by the board of directors or trustees.
7. Petty cash vouchers are required for each fund disbursement.
8. The petty cash fund is kept on an imprest basis.

	YES	NO	N/A
1. Are checks controlled and accounted for with safeguards over unused, returned, and voided checks?			
2. Is the drawing of checks to cash or bearer prohibited?			
3. Do supporting documents, such as invoices, purchase orders, and receiving reports, accompany checks for the check signers' review?			
4. Are vouchers and supporting documents appropriately cancelled (stamped or perforated) to prevent duplicate payments?			

	YES	NO	N/A
5. If check signing plates are used, are they adequately controlled (i.e., maintained by a responsible official who reviews and accounts for prepared checks)?			
6. Are two signatures required on all checks or on checks over stated amounts?			
7. Are check signers responsible officials or employees of the organization?			
8. Is the person who prepares the check or initiates the voucher other than the person who mails the check?			
9. Are bank accounts reconciled monthly and are differences resolved?			
10. Concerning petty cash disbursements:			
a. Is petty cash reimbursed by check and are disbursements reviewed at that time?			
b. Is there a maximum amount, reasonable in the circumstances, for payments made in cash?			
c. Are petty cash vouchers written in ink to prevent alteration?			
d. Are petty cash vouchers canceled upon reimbursement of the fund to prevent their reuse?			

**PAYROLL**

The following conditions are indicative of satisfactory controls of payroll.

1. Written authorizations are on file for all employees covering rates of pay, withholdings and deductions.
2. The organization has written personnel policies covering job descriptions, hiring procedures, promotions, and dismissals.
3. Distribution of payroll charges is based on documentation prepared outside the payroll department.
4. Payroll charges are reviewed against program budgets and deviations are reported to management for follow-up action.
5. Adequate timekeeping procedures, including the use of timeclock or attendance sheets and supervisory review and approval, are employed for controlling paid time.
6. Payroll checks are prepared and distributed by individuals independent of each other.
7. Other key payroll and personnel duties such as timekeeping, salary authorization and personnel administration are adequately separated.

	YES	NO	N/A
8. Are payroll and personnel policies governing compensation in accordance with the requirements of grant agreements?			
9. Are there procedures to ensure that employees are paid in accordance with approved wage and salary rates?			
10. Is the distribution of payroll charges checked by a second person and are aggregate amounts compared to the approved budget?			
11. Are wages paid at or above the Federal minimum wage?			
12. Are procedures adequate for controlling: (a) overtime wages, (b) overtime work authorization, and (c) supervisory approval of overtime?			
13. Are payroll checks distributed by persons not responsible for preparing the checks?			

**PROPERTY AND EQUIPMENT**

The following conditions are indicative of satisfactory control over property and equipment.

1. There is an effective system of authorization and approval of capital equipment expenditures.
2. Accounting practices for recording capital assets are reduced to writing.
3. Detailed records of individual capital assets are kept and periodically balanced with the general ledger accounts.
4. There are effective procedures for authorizing and accounting for disposals.
5. Property and equipment is stored in a secure place.

	YES	NO	N/A
6. Are executive authorizations and approvals required for originating expenditures for capital items?			
7. Are expenditures for capital items reviewed for board approval before funds are committed?			

	YES	NO	N/A
9. Does the organization have established policies covering capitalization and depreciation?			
10. Does the organization charge depreciation or use allowances on property and equipment against any grant programs which it administers?			
11. Is historical cost the basis for computing depreciation or use allowances?			
12. Are the organization's depreciation policies or methods of computing use allowances in accordance with the standards outlined in Federal circulars or agency regulations?			
13. Are there detailed records showing the asset values of individual units of property and equipment?			
14. Are detailed property records periodically balanced to the general ledger?			
15. Are detailed property records periodically checked by physical inventory?			
16. Are differences between book records and physical counts reconciled and are the records adjusted to reflect shortages?			
17. Are there procedures governing the use of property and equipment?			
	YES	NO	N/A

**INDIRECT COSTS**

1. Does the organization have an indirect cost allocation plan or a negotiated indirect cost rate?			
2. Is the plan prepared in accordance with the provisions of 2 CFR 200?			
3. Has audit cognizance for the plan been established and are the rates accepted by all participating Federal and State agencies?			
2. Does the organization have procedures which provide assurance that consistent treatment is applied in the distribution of charges as direct or indirect costs to all grants?			

# IV. ATTACHMENT 3: BUDGET WORKSHEET

## FY 2025 PROGRAM BUDGET WORKSHEET

PBCCSD Funded Budget Items	OAA Program Name	Palm Beach County	OAA Program	OAA Program	OAA Program	Total Program Funding
		Proposed	Confirmed	Pending	Pending	Pending
<b>TOTAL PROGRAM FUNDING AMOUNT =</b>						
<b>Program Expenses</b>	<b>Narrative</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>
<b>Personnel</b>						
Program Manager						
Program Assistant						
Fringe Benefits - Program						
Community Educator						
<b>Building /Occupancy</b>						
Rent/Lease						
Building Maintenance						
Insurance						
<b>Utilities</b>						
Electric						
Water						
Telephone						
<b>Project Supplies/Equipment</b>						
Office Supplies						
Postage/Shipping						
Printing						
Materials/Program Supplies						
Equipment Rental						
<b>Professional Fees</b>						
Conference Registration Fees						
Training						
Travel/Mileage						
<b>TOTAL PROGRAM EXPENSES =</b>		\$ -				
<b>Administrative Expenses</b>	<b>Narrative</b>					
<b>Personnel</b>						
Executive Position #1 (JL)						
<b>Consulting Fees</b>						
XYZ Consultants						
<b>TOTAL ADMINISTRATIVE EXPENSES =</b>						
<b>Administrative % of PBC Award</b>			#DIV/0!			

**PROGRAM BUDGET WORKSHEET (SAMPLE)**

Budget Items	Program Name	Palm Beach County		Program Funder #2	Program Funder #3	Program Funder #4	Total Program Funding (all Sources)	
		Proposed	Confirmed	Pending	Pending	Pending	Pending	
Program Period: FY 2021		\$ 129,900.00	\$ 45,000.00	\$ 17,500.00	\$ 7,500.00	\$ 199,900.00		
<b>Program Expenses</b>								
<b>Personnel</b>	<b>Narrative</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	
Program Manager	Program manager position for community support service. Salary expense is 100% funded by PBC award and includes fringe benefits.	\$ 89,900.00	\$ 25,000.00	\$ 10,000.00	\$ -	\$ 124,900.00		
Program Assistant	Program Assistant role is to support the program manager and community educator with daily tasks. This salary expense is 50% funded by PBC award. Total salary expense is \$15,000, with 50% allocated to PBC (\$7,500). (Salary expense does not include fringe benefits)	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ 50,000.00		
Fringe Benefits - Program Assistant	Fringe benefits expense for Program Assistant. Fringe benefits for this position total (\$1,800), with 50% allocated to Palm Beach County in the amount of \$900.	\$ 900.00				\$ 900.00		
Community Educator	Community Educator position is the primary interface with local schools, charities and support groups. Total Salary (including fringe benefits) billed to Palm Beach County = \$39,045. pays .8 FTE	\$ 4,000.00		\$ 10,000.00		\$ 14,000.00		
<b>Building /Occupancy</b>		\$ 27,050.00	\$ -	\$ -	\$ -	\$ 27,050.00		
Programmatic Rent/Lease	*Note: Rent for areas that house admin staff should be listed separately under admin section* Rent expense for Lake Worth facility. Total rental expense for FY16 = \$35,000. Allocation to Palm Beach County award=\$20,000. Remaining \$15,000 will be paid by other operating income.	\$ 20,000.00				\$ 20,000.00		
Building Maintenance	Maintenance expense for building XYZ	\$ 3,800.00				\$ 3,800.00		
Insurance	Commercial, General, Liability Insurance	\$ 3,250.00				\$ 3,250.00		
<b>Utilities</b>		\$ 2,400.00	\$ -	\$ 1,500.00	\$ -	\$ 3,900.00		
Electric	Electric Utility Services expense for location X	\$ 1,200.00		\$ 1,200.00		\$ 2,400.00		
Water	Water Utility service for location X	\$ 850.00		\$ 500.00		\$ 1,350.00		
Telephone	Telephone expense for landline at location X.	\$ 350.00				\$ 350.00		
<b>Project Supplies/Equipment</b>		\$ 4,900.00	\$ -	\$ -	\$ -	\$ 4,900.00		
Office Supplies	Office supplies for program staff	\$ 500.00				\$ 500.00		
Postage/Shipping	Postage expense for client related mailing	\$ 750.00				\$ 750.00		
Printing	Printing expense for program brochures	\$ 650.00				\$ 650.00		
Material/Program Supplies	Program related supplies used to support client base	\$ -				\$ -		
Equipment Rental	Monthly Equipment rental fee for use of X = \$500 (\$6000 per year). Palm Beach County to cover 50% of this expense (\$3000).	\$ 3,000.00				\$ 3,000.00		
<b>Professional Fees</b>		\$ 2,950.00	\$ -	\$ -	\$ -	\$ 2,950.00		
Conference Registration Fees	Professional development program fee	\$ 350.00				\$ 350.00		
Training	Staff training expense for program/medical/intervention training for client support	\$ 1,500.00				\$ 1,500.00		



Budget Items	Program Name	Palm Beach County		Program Funder #2	Program Funder #3	Program Funder #4	Total Program Funding (All Sources)
		Proposed		Confirmed	Pending	Pending	
Program Period: FY 2021							
Travel/Mileage	Program staff mileage reimbursement for client and training related meetings	\$ 1,100.00					\$ 1,100.00
	<b>TOTAL PROGRAM EXPENSES =</b>	<b>\$ 122,300.00</b>	<b>\$ 25,000.00</b>	<b>\$ 1,150,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 155,800.00</b>
<b>Administrative Expenses</b>	<b>Narrative</b>						
Personnel	A 5% allocation of the Executive Director salary expense (including fringe benefits) will be billed to Palm Beach County. Executive Director total salary expense = \$95,000. 5% allocation to Palm beach County = \$4,250.	\$ 4,250.00	\$ -	\$ -	\$ -	\$ -	\$ 4,250.00
Executive Position #1 (A)		\$ 4,250.00					\$ 4,250.00
Consulting Fees	Accounting and audit expenses for programs. Annual Accounting fee = \$950, Annual Audit fee = \$2,950. Total expense = \$2,950.	\$ 2,950.00	\$ -	\$ -	\$ -	\$ -	\$ 2,950.00
XYZ Consultants		\$ 2,950.00					\$ 2,950.00
Administrative % of PBC Award	<b>TOTAL ADMINISTRATIVE EXPENSES =</b>	<b>\$ 7,200.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,200.00</b>
		6%					
<b>UNIT RATE</b>	Insert Unit Rate Amount: \$350/night						

Please Describe Proposed Unit Rate or Bed Night Rate Below. Include Detailed Calculations of How Rate Was Determined

Unit rate is equal to (insert description). OR Unit Rate is 1 bed night and will be \$350. This was calculated by determining the total number of beds in the facility (XXX) and maximum occupancy. OR Unit/Bed rate is a standard rate as determined by (insert agency/funder).

## V. ATTACHMENT 4: SCOPE OF WORK

### 2025 – 2027 DIVISION OF SENIOR AND VETERANS SERVICES (DSVS) SCOPE OF WORK AND SERVICES

**Agency Name:**

**Program Name:**

**Location:** Palm Beach County

**Priority Population:** *Example: Senior residents of Palm Beach County 60 years of age and older (Clients)*

**Funding Priority:**

**Overview:**

*Example: Clients may or may not be home-bound*

**Services:**

**Number of (unduplicated) Clients Proposed to be Served through DSVS:**

# ATTACHMENT 5 - GRIEVANCE NOTICE

## Grievance Notice Form

### Palm Beach County Board of County Commissioners, Division of Senior & Veteran Services Congregate Meals

Grievances may be filed by an entity submitting a NOFO (Proposer) that is aggrieved in connection with deviations from the established PROCESS for reviewing proposals and making recommended awards. The amount of recommended awards may not be grieved through this procedure.

If you wish to file a grievance with the Palm Beach County Board of County Commissioners, Financially Assisted Agencies Program, this Grievance Notice Form must be completed, submitted, and received by the Director of the Department of Community Services within seven (7) business days of September 24, 2024. You will receive a written response within fifteen (15) business days of the receipt of this form by the Director of the Department of Community Services. There is no administrative fee associated with filing this grievance.

When completed, submit this Grievance Notice Form via mail or email to:

Dr. James Green, Director  
Department of Community Services  
810 Datura Street, First Floor  
West Palm Beach, Florida 33401  
[JGreen1@pbcgov.org](mailto:JGreen1@pbcgov.org)

Entity Filing Grievance: \_\_\_\_\_

Which process was allegedly deviated from? \_\_\_\_\_

Describe in detail the alleged deviation; including how you were directly affected and what remedy you seek (add additional pages as needed):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **ATTACHMENT 6 – SPECIAL CONTRACT PROVISIONS CERTIFICATIONS AND ASSURANCES**

DOEA will not award this contract unless Contractor completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.
- G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements
- H. Verification of Employment Status Certification
- I. Records and Documentation
- J. Certification Regarding Inspection of Public Records

### **A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned Contractor certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

### **B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.**

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

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

**C. NON- DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). –**

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (42 USCS § 12101 et seq.), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity.

Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance. The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

**D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.**

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor understands and agrees that it is required to inform DOEA immediately upon any change of circumstances regarding this status.

**E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).**

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub.

L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub- recipients and contractors shall provide this assurance accordingly.

**F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.**

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Department terminating this contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this contract.

**G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

## **VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION**

As a condition of contracting with the Department, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term. The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

### **H. RECORDS AND DOCUMENTATION**

The Contractor agrees to make available to Department staff and/or any party designated by the Department any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards.

### **I. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS**

1. In addition to the requirements of Section 10 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Department is named in the civil action, Contractor agrees to indemnify and hold harmless the Department for any costs incurred by the Department and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
  - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in section 768.28(2), F.S.

- J. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does not provide for institutional membership

Contractor's signature below attests that records pertaining to the dues or membership application by the Department are available for inspection if applicable, as stated above.



By execution of this contract, Contractor must include these provisions (A-J) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies that the representations outlined in parts A through J above are true and correct.

Contractor	
Signature and Title of Authorized Representative	Street Address
Date	City, State, Zip code

**REMAINDER OF PAGE INTENTIONALLY BLANK**

## **ATTACHMENT 7 - A MINIMUM OF 3 REFERENCES**

**ATTACHMENT 8 – ATTACH COPIES OF CURRENT LICENSES /  
CERTIFICATIONS THAT SHOW THE APPLICANT IS LICENSED /  
CERTIFIED TO PROVIDE THE PROPOSED SERVICES**

**ATTACHMENT 9 – PROVIDE THREE CURRENT HEALTH AND/OR  
FOOD SERVICE INSPECTION REPORTS FOR ALL COMMISSARY  
LOCATIONS TO BE UTILIZED IN THE PROPOSAL**

## VI. EXHIBIT 1: INSURANCE

Prior to execution of the agreement by the COUNTY, the AGENCY must obtain all insurance required under this article and have such insurance approved by the COUNTY's Risk Management Department.

- A. AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the term of the agreement, insurance coverage and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Agreement. Where permitted by the policy, coverage shall apply on a primary and non-contributory basis.
- B. **Commercial General Liability** AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY's Risk Management Department.
- C. **Business Automobile Liability** AGENCY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event AGENCY does not own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- D. **Workers' Compensation Insurance & Employers Liability** AGENCY shall maintain Workers' Compensation & Employers Liability in accordance with Florida Statute Chapter 440.
- E. **Professional Liability** AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of the agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of the agreement, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years.
- F. **Additional Insured** AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its

Officers, Employees and Agents.”

G. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such a contract on a pre- loss basis.

H. **Certificate(s) of Insurance** No later than the execution of the agreement, AGENCY shall deliver to the COUNTY’s representative as identified in Article 24, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by the agreement have been obtained and are in full force and effect. The Certificate of Insurance shall be issued to

Palm Beach County Board of  
Commissioners c/o Community Services  
Department  
810 West Datura Street  
West Palm Beach, FL  
33401  
ATTN: Office of Behavioral Health and Substance Use Disorders

I. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer’s Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

**Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of the agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.