



State of Florida
Department of Children and Families

Rick Scott
Governor

Mike Carroll
Secretary

ADDENDUM #5

Response to Inquiries

**Invitation to Negotiate (ITN) # 030618KSET1
Consolidated Services for Refugees and Entrants in
Duval County**

DATE: April 27, 2018
TO: Prospective Vendors of ITN# 030618KSET1
FROM: Jenifer L. Fonseca, Procurement Manager
SUBJECT: Vendor Questions and Departmental Responses

This addendum provides all vendor questions and department responses to those questions as follows:

Question 1: Will this recording be made available and if so when?

Answer: This recording is available upon request.

Question 2: There is a statement on page 21 about services may be made directly by the Vendor only if no other viable alternatives are available, my question pertains to does this mean the service as a whole or a subset, for example, there might be an acceptable subcontractor available for a portion of a service, but not the whole service. Would that be something that could be accommodated by the proposal?

Answer: Yes.

Question 3: How will this affect existing contracts with providers outside DCF such as R&P and Match Grant?

Answer: The Department does not provide services through Reception and Placement programs or Match Grant, although coordination with such providers is a requirement of the plan. Section 4.2.5 (C) states, "The Vendor's plan must include coordination with agencies under contract with the Department of State to provide Reception and Placement and Matching Grant programs."

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Question 4: If the Vendor chosen for this opportunity has services available, but another provider in town offers those service, the way I read this ITN is that the Vendor is supposed to contract first if those services are available. Is that correct?

Answer: Please see the bold text directly above 3.2.9.1.- 3.2.9.10. and the services listed therein; and, compare with the bold text directly above 3.2.9.11-3.2.9.19 and the services listed therein.

Question 5: How will the determination be made as to who is awarded the contract if the Vendor can justify their position? Will that determination be made by DCF?

Answer: Please see Section 5 of the ITN,

Question 6: On Page 24, it states these are services that may be offered and then goes on to list each service, but each service area goes on to list a type of deliverable that will or shall be included, the service itself says it may be included. The language is almost contradictory.

Answer: Page 24 may not be the correct reference. Based upon the balance of your question, please see page 21, the first sentence of the **Bold** text: "The following is a list of services that may be offered under the Consolidated Services program. But upon choosing to offer a service, such a chosen service can contain mandatory components. See 3.2.9.11, last sentence, for example.

Question 7: Is it the State's understanding that not only would a Vendor indicate which services it would offer through subcontract, but who those subcontracted Vendors would be?

Answer: See 4.2.6, sixth bullet: "The Vendor must list all identified subcontracts, or the plan and approach to vet, identify, recruit, and retain subcontractors who will provide proposed services." Evaluation Criteria 3-Sub-Criteria 3 in the posted evaluation manual indicates the inclusion of MOUs by the Vendor as one of its points of guidance for evaluation of replies.

Question 8: The primary Vendor would be required to enter into and maintain subcontracts? Isn't that what DCF does basically now?

Answer: Yes, see 1.1, 1.2, 4.2.6 and the evaluation manual evaluation criteria 1, sub-criteria 1, evaluation criteria 2 sub criteria 1. Yes, DCF has individually contracted for similar services.

Question 9: Would DCF monitor the Vendor and the Vendor monitor the subcontracts?

Answer: Please refer to Sections 3.2.14.3 and 4.2.5.D. as examples of Vendor monitoring of subcontractors and Section 3.2.30 as an example of the Department monitoring of the Vendor.

- Question 10:** What do you expect the Vendor would have to do regarding hiring new staff, implementation of new IT requirements (software)?
- Answer:* Any administrative issues are the Vendor's to decide consistent with this ITN and, if necessary, to present as part of its reply.
- Question 11:** Would Web-RS no longer be used?
- Answer:* Web-RS would continue to be utilized.
- Question 12:** Can we get the technical specs on Web-RS?
- Answer:* This information may be made available upon request.
- Question 13:** Can the Vendor be a service provider?
- Answer:* See Q. 4.
- Question 14:** If no one applies for the ITN, what is the next step?
- Answer:* In accordance with section 287.057(5), F.S., the Department would be able to contact and negotiate with any Vendor as an exceptional purchase.
- Question 15:** Can we request a copy of the Miami-Dade approach that you mentioned before?
- Answer:* Any Vendor may find all information relating to Citizenship and Immigration Related Employment Services (CIRES) through the FACTS (Florida Accountability Contract Tracking System) at the link below, utilizing Contract ID XK045
- <https://facts.fldfs.com/Search/ContractSearch.aspx>
- Question 16:** How long have you been working in Orlando with this approach?
- Answer:* A comprehensive approach to refugee services began in Orlando in January 2012.
- Question 17:** In the event that some award happens out of this, what happens to our current contracts with DCF?
- Answer:* This is contingent on the proposal and how quickly implementation occurs. In accordance with Section 22 of PUR 1000 Form, any contract may be terminated by the Department without cause upon no less than thirty (30) calendar day notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.
- Question 18:** Could you provide clarification on the procurement exemption for legal services regarding this contract and how this exemption will impact how the selected Vendor will subcontract with a legal services provider in Duval County?

Answer: As stated in Section 1.2 of the ITN, the selected Vendor must comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance). Florida Statutes regarding competitive procurement exemptions do not apply when the Vendor is not a state agency.

Question 19: Can the “Schedule of Events and Deadlines” be adjusted as follows in order to support PRM’s anticipated announcement regarding resettlement agencies, which is expected on or about May 19, 2018: “Notice of Intent to Submit a Reply” be changed to June 4, 2018; and the “Sealed Replies Must be Received by the Department” be changed to July 10, 2018?

Answer: There are no present plans to amend those dates

Question 20: Is it the State’s intent to enter into a principal-agent relationship with a single entity in the region, through which it will conduct all contractual business as it regards to refugee services, or would DCF consider 3 contracts (1 with each of the 3 resettlement agencies working in collaboration) in order to deliver the services outlined in the ITN?

Answer: The Department takes all suggestions under consideration, but does not presently intend to adopt this one.

Question 21: Will the lead Vendor decide how much to pay the subcontractors?

Answer: Yes.

Question 22: Will entities that subcontract with the lead Vendor get their funding directly from the state, or will the lead Vendor pay them?

Answer: DCF will make payments to a contractor only.

Question 23: Will a subcontractor be able to make a request for additional funding directly to the Department?

Answer: DCF will negotiate with a contractor only.

Question 24: How will DCF assist the lead Vendor with contract performance monitoring of the subcontractors?

Answer: DCF is not required to do so.

Question 25: What are the near-term and long-term plans for ECBOs in Duval County? For what communities/cultures?

Answer: The community-based reply should identify community priorities, which may or may not include ECBOs. Again, Memoranda of Understanding should reflect community based agreement on priorities.

Question 26: Will interpretation services continue to be funded by DCF for all contractors?

Answer: The Department currently intends to continue funding interpretation services dependent on the availability of funding and other priorities.

Question 27: Will the Vendor pay a subcontractor per capita for services as they are provided to clients? Or will the Vendor set up a system that fairly divides up referrals or slots among subcontractors based on available funds and contracted deliverables?

Answer: The ITN has no requirements regarding subcontractors other than as expressed in the ITN.

Question 28: Can the scope of services listed in this ITN be changed? For example, could “Outreach” be combined with “Orientation?”

Answer: The scope of services will not be changed. “Outreach” may be combined with “Orientation.”

Question 29: Will WEB-RS remain in place, and would it suffice as a client case management and referral tool to be used by all service providers? Would the lead Vendor have “administrator” access within WEB-RS to run reports for contract performance monitoring purposes?

Answer: Web-RS will remain in place. The chosen Vendor will not have administrator access to Web-RS. The Department has experience in working with lead agencies and will work with the chosen Vendor to ensure adequate access to Web-RS. Additionally, it may be possible for Web-RS to be utilized as a client case management and referral tool for all service providers. Needs and requirements may be discussed with the chosen Vendor.

Question 30: When will DCF make available the monitoring results for agencies serving refugees under state contracts, specifically “Integration Assistance Services?” What actions will DCF take based on these results? I.E., if an agency is performing poorly, will their contract(s) be restricted in any way?

Answer: The Department provides results of any monitoring directly to Vendors. If you would like to review monitoring reports for other Vendors in the area, you may directly contact that Vendor and request the report or contact the Department’s Office of Contracted Client Services, Contract Oversight Unit at (904) 485-9712. If the performance of a Vendor suffers, the Department may take action in the form of a corrective action plan (CAP) or by applying financial consequences, or both as per Section 3.4, 5.2, and Section 6 in Part 1 of the Standard Contract.

Question 31: What happens if the lead agency runs out of money?

Answer: The terms and conditions of the contract negotiated will identify performance requirement and consequences.

Protests and Disputes

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

PLEASE BE GOVERNED ACCORDINGLY.