

INVITATION TO NEGOTIATE (ITN)

ADDENDUM #1

January 6, 2017

ITN Number: 10359

ITN Services: The Department is seeking a twenty-four (24) bed Residential Program for boys appropriate for nonsecure residential placement, between the ages of ten (10) and fourteen (14) years old with innovations in delinquency programming and treatment services. Basic Care and Custody of a residential program shall be provided in accordance with Florida Statutes, Florida Administrative Rules and Department policy meeting the minimum requirements as described in Attachment A-1, of the ITN. The proposed services shall also include funding for twenty-four (24) filled slots for males in need of Mental Health Overlay Services (MHOS) as described in Attachment A-2 of the ITN. The program shall be located in a Department owned building located at 2145 Bob Phillips Road, Bartow, FL 33830, in DJJ's Central Region.

UNSPSC Code: 93141507

Subject: This Addendum contains questions submitted by prospective Respondents and the Department's answer, updates to ITN language and a revised Exhibit 1, Department Furnished Property Inventory.

ITN Page & Section Exhibit 1, Department Furnished Property Inventory

Deletions are indicated by "strikethrough" or reference. Additions, updates or replacements are indicated by underscore, reference or **highlighting**.

REFERENCE: Pages 48-49, Attachment B, Section XX., F., 1., Budget – Volume 2, Tab 1

UPDATE: a. It is **MANDATORY** that the Respondent complete and submit in Tab 1 of Volume 2 a signed Attachment H-Budget Form Revised 03-2016 (number 2). The Department will negotiate a fixed price-rate ~~agreement~~ Contract with the successful Respondent, ensuring that all budgeted costs are reasonable, allowable and necessary for program operations. The price proposed in the initial reply shall be reviewed by the Negotiation Team based on proposed costs being reasonable, allowable, and necessary for program operation and further negotiated. **Please ensure that all costs are covered, all titles/positions (including # or how many) match as outlined in the reply and specific line item detail is included. Please include a predicate for expenses and/or copies of any contracts for outside services (i.e. food service).**

REFERENCE: Exhibit 1, Department Furnished Property Inventory

DELETE: This exhibit in its entirety.

ADD: Pages 1-9, Exhibit 1, Revised Department Furnished Property Inventory

Return of this Addendum is not mandatory; however, the Provider is responsible for its contents and is requested to sign and submit this Addendum with its response to the ITN.

Protests must be filed with the General Counsel's Office, Department of Juvenile Justice, 2737 Centerview Drive, Tallahassee, Florida 32399-3100, within the time prescribed in section 120.57(3), Florida Statutes, and chapter 28-110, Florida Administrative Code. Notices delivered by hand delivery or delivery service

shall be to the Agency Clerk, Office of the General Counsel, Florida Department of Juvenile Justice, 2737 Centerview Drive, Tallahassee, Florida 32399-3100, with a copy to the Department's Procurement Manager responsible for this solicitation.

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. Written notices, formal requests and proceedings must conform to the requirements set forth in chapter 28-110, Florida Administrative Code.

Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the department or agency pursuant to section 120.57(3), Florida Statutes, shall post with the department or the agency at the time of filing the formal written protest a bond payable to the department or agency in an amount equal to 1 percent (1%) of the estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor or, if no contract price was submitted, the department or agency shall estimate the contract amount based on factors including, but not limited to, the price of previous or existing contracts for similar commodities or contractual services, the amount appropriated by the Legislature for the contract, or the fair market value of similar commodities or contractual services. The agency shall provide the estimated contract amount to the Provider within seventy-two (72) hours, excluding Saturdays, Sundays, and state holidays, after the filing of the notice of protest by the Provider. The estimated contract amount is not subject to protest pursuant to section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the department or agency may, in either case, accept a cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the department or agency prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. This section shall not apply to protests filed by the Office of Supplier Diversity. Upon payment of such costs and charges by the protestor, the bond, cashier's check, official bank check, or money order shall be returned to the protestor. If, after the completion of the administrative hearing process and any appellate court proceedings, the protestor prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees.

SIGNED BY: _____

NAME: _____

COMPANY: _____

TITLE: _____

DATE: _____

ITN 10359

A twenty-four (24) bed Residential Program for boys appropriate for nonsecure residential placement, between the ages of ten (10) and fourteen (14) years old with innovations in delinquency programming and treatment services. Basic Care and Custody of a residential program shall be provided in accordance with Florida Statutes, Florida Administrative Rules and Department policy meeting the minimum requirements as described in Attachment A-1, of the ITN. The proposed services shall also include funding for twenty-four (24) filled slots for males in need of Mental Health Overlay Services (MHOS) as described in Attachment A-2 of the ITN.

(Questions are presented in exact manner received)

Questions from G4S Youth Services, LLC – Received 12/19/2016	
Question #1	Is there a consideration by FDJJ to invest in a kitchen on site?
Answer #1	No, the Department is not considering investing in a kitchen on site.
Question #2	With reference to the ITN document, p. 10, can the Licensed MH Professional be the DMHC or does this contract require two licensed MH professionals?
Answer #2	Under the resulting Contract and Rule 63N-1, the licensed mental health position could be designated and assume the responsibility of Designated Mental Health Clinician Authority (DMHCA). Thus, the “Key Positions” in the contract at page 10 for a DMHCA and a Licensed Mental Health Professional could be satisfied by a single licensed mental health professional.
Questions from Sequel Youth & Family Services, LLC – Received 12/20/2016	
Question #3	Is the Facility equipped with surveillance cameras?
Answer #3	Yes, the facility is equipped with surveillance cameras.
Question #4	Is all of the kitchen equipment fully functional?
Answer #4	There is no kitchen on-site.
Question #5	What is the major maintenance fund balance?
Answer #5	As of 11/30/16, the account balance was \$5,773.93.
Question #6	Are there vehicles that will transfer to the new provider?
Answer #6	There are three (3) vans at the program; however, two (2) are Department-owned, are inoperable and will be surplussed. The current Provider leases one (1) van.
Question #7	Can we get a copy of the 2016 vehicle maintenance inspections?
Answer #7	The leased G4S van has been currently maintained, but is not the property of the Department. The two (2) Department-owned vans have not been used for a year and do not have a 2016 inspection.
Question #8	Are all facility vehicles operable?
Answer #8	The two (2) Department-owned vans are inoperable and are being surplussed.
Question #9	Can we get a copy of the current H-attachment and current Org chart?
Answer #9	Please see the documents included as a part of this Addendum.
Question #10	What is the monthly cost for the DHA and Psychiatrist?
Answer #10	Please see Attachment H-3 of the budget included as a part of this Addendum.
Question #11	How old are the computers and have they been updated?
Answer #11	Please see the attached revised property inventory. The computers were acquired in September of 2005.
Question #12	Are there any pending Major Maintenance Projects?

Answer #12	A bathroom wall is in need of repair. A work order has been submitted and approved by the Department. The repair will be completed prior to the execution of the contract resulting from this ITN. The parking lot is being cleared of debris and removal of trees is pending a new bid; however, the Department has not received the work order for this project at this time.
Question #13	What is the yearly cost for the below items: a. Food cost b. Utility cost c. Maintenance and repair cost
Answer #13	Please see Attachment H-4.1 of the budget included as a part of this Addendum.
Questions from AMIkids, Inc. – Received 12/20/2016	
Question #14	Section XIV (page 44) references that a filled bed per diem rate will be paid for all filled beds. However, section XX (page 48) says a fixed price-rate agreement. Please clarify whether payment is contingent upon filled beds or if this is a true fixed price-rate agreement.
Answer #14	Per page 44, Attachment B, Section XII., Type of Contract Contemplated, of the ITN, a fixed price contract is anticipated for the contract resulting from this ITN. The resulting “fixed price” will be the per diem rate negotiated with the successful Respondent during this ITN. The term “rate agreement” was unintentionally put into this ITN, but has been removed with this Addendum. Please see the updated language above to page 48, Section XX., F., 1., Budget – Volume 2, Tab1.
Question #15	What are annual food, utility, phone costs?
Answer #15	Please see Attachment H-4.1 of the budget included as a part of this Addendum.
Question #16	Please provide a property list for any items that items that will be provided by DJJ (i.e. Appliances, computers, vehicles, equipment, etc.)
Answer #16	Please see Exhibit 1 – Revised Department Furnished Property Inventory, included as part of this Addendum.
Question #17	Will the portable building that was on the property during the site visit remain on the property? If so, will it be available for the contractor to use during the contract period?
Answer #17	Yes, the portable building will remain on the property and it is available for the awarded Provider to use during the resulting Contract.
Question #18	Are there any known repairs or major maintenance that needs to be done to the property or any fixtures on the property?
Answer #18	Please see the answer to question #12.
Question #19	Related to the previous question, will any work be done by DJJ, or its designee, to the facility prior to contract award? If so, can you please specify what those tasks will entail?
Answer #19	The current Provider is in the process of completing repairs which they are responsible for, per the Facility Assessment. A copy of the facility assessment will be shared during negotiations with Respondent’s who are selected to move forward to negotiations.
Question #20	Who has maintained the grounds/landscaping? What is the cost?
Answer #20	The grounds are currently maintained by a local provider. Please see Attachment H-5 of the budget included as a part of this Addendum for the costs of grounds/landscaping.
Question #21	Is there a phone system in the building, if so, what vendor provides the existing service?
Answer #21	Yes, there is a phone system in the building delivered by Windstream.
Question #22	What type of network (computer) wiring is in the building?
Answer #22	The network computer wiring is Category 5E Network Cabling.
Question #23	Who did the previous program contract food services with?

Answer #23	Peace River is subcontracted to handle the food services.
Question #24	What is the status of the last inspection on the fire alarm and fire prevention system?
Answer #24	The fire alarm and fire prevention system are operational. The next inspection is scheduled for 1/5/2017.
Question #25	Are all a/c units functioning properly?
Answer #25	Currently, one (1) A/C unit is in need of repair on the side where the school is located. The Department is awaiting a bid and the costs to make the repairs.
Question #26	Is there a camera system on site? If so, which areas do the cameras cover?
Answer #26	Please see the answer to question #3. Cameras cover all interior areas of the facility except for youth rooms and bathroom. The exterior of the facility has one (1) camera covering the basketball area.