

INVITATION TO NEGOTIATE (ITN)

ADDENDUM #1

September 21, 2017

ITN Number: 10517

ITN Services: The Department is seeking replies to negotiate with a Respondent to provide and operate Substance Abuse Services and Detention Screening Services in Pasco County. This will include provision of a Respondent-owned leased facility for Substance Abuse service delivery and detention screening staff for services for two (2) shifts at the Pasco County Juvenile Assessment Center (JAC) operated by the Pasco County Sheriff's Office. Interested Respondents shall be licensed for the provision of Substance Abuse Intervention and Treatment services, pursuant to Florida Administrative Code (F.A.C.) as specified in the ITN, and shall be fully staffed and trained to begin provision of all services by the start of the resulting Contract.

UNSPSC Code: 85101506
92101702

Subject: This Addendum contains questions submitted by prospective Respondents and the Department's answer and updates to ITN language.

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

REFERENCE: Page 45, Attachment B, Section VI., Solicitation Information

UPDATE:

A. The Term "Respondent" refers to:

~~1. For purposes of Attachment D, "Respondent" is defined to also include: any and all subsidiaries of the Respondent where the Respondent owns eighty percent (80%) or more of the common stock of the subsidiary; the parent corporation of the Respondent where the parent owns eighty percent (80%) or more of the common stock of the Respondent; and any and all subsidiaries of the parent corporation of the Respondent where the parent owns eighty percent (80%) of the common stock of the Respondent and the parent's subsidiaries.~~

1.2. For the purposes of the Dun & Bradstreet SQR: the proposing entity ("Respondent") named in the Transmittal Letter and the DUNS number listed there must match the company name and DUNS number listed on the D & B SQR.

2.3. For all other purposes, the definition shall be as specified on the introductory page of this ITN.

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 #10517

The Department is seeking replies to negotiate with a Respondent to provide and operate Substance Abuse Services and Detention Screening Services in Pasco County. This will include provision of a Respondent-owned leased facility for Substance Abuse service delivery and detention screening staff for services for two (2) shifts at the Pasco County Juvenile Assessment Center (JAC) operated by the Pasco County Sheriff's Office. Interested Respondents shall be licensed for the provision of Substance Abuse Intervention and Treatment services, pursuant to Florida Administrative Code (F.A.C.) as specified in the ITN, and shall be fully staffed and trained to begin provision of all services by the start of the resulting Contract.

(Questions are presented in exact manner received)

Questions from Operation PAR, Inc. on September 14, 2017	
Question #1	Page 17 – 16 Case Management for Intervention Youth Question: Are we able to bill separately for intervention level youth?
Answer #1	The Respondent can bill for any of the deliverables on Attachment S, Price Sheet, of the ITN. The Price Sheet requests different rates for each deliverable, including services provided to intervention youth.
Question #2	Page 19 D Service Location and Times Question: Is telehealth an approved billable outpatient service?
Answer #2	No. Telehealth is not an approved billable outpatient service under this ITN.
Question #3	Page 27 II A Youth Eligibility. Youth under the age of 19.... Question: Is age 19 correct? Pasco County Jail does not allow anyone over the age of 18 to be processed. Can you clarify please?
Answer #3	Under the age of nineteen (19) years old means eighteen (18) years old, up to the time of their nineteenth birthday. The prospective Respondent is correct in that anyone age nineteen (19) would not be permitted.
Question #4	Page 45 – VI A 1. For purposes of Attachment D Question: Should "Attachment D" be referring to another attachment since Attachment D is reserved?
Answer #4	Please see the revisions that have been made as a part of this Addendum. Attachment B, Section VI., A., 1., language has been removed.
Question #5	The ITN states a 70 page limit. Does this include the required PowerPoint presentation?
Answer #5	No. The PowerPoint presentation, that will be presented as a part of round one Negotiations, should not be submitted as a part of the technical reply. Respondents should bring copies of the PowerPoint presentation to Negotiations. The Department will communicate specific instructions (i.e. date, time, location, etc.) for Negotiations, to the Respondent(s) selected to negotiate with the Department.
Question #6	If application is overnighted, what is the physical address to be mailed to and who is the contact person?
Answer #6	Per page 40 of the ITN, written replies are due to the ITN Procurement Manager at the following address: Christopher Morris, Procurement Manager DJJ Bureau of Procurement and Contract Administration 2737 Centerview Drive Knight Building, Suite 1100 Tallahassee, Florida, 32399-3100 It is MANDATORY replies be received no later than 2:00 PM EDT on Thursday, October 5, 2017.
Question #7	Attachment R – please define the use of 'client' used in this attachment.

Answer #7	For Attachment R, Client Contact List, the term "client" refers to an individual that currently receives (or has previously received) the services sought by this ITN from the Respondent submitting a reply to the ITN. These clients may be contacted by the Department, at the sole discretion of the Department.
Question #8	In reviewing the ITN, the performance outcomes differ from the previous JAC contract- is this intentional or a mistake?
Answer #8	This is intentional, and is not a mistake. Under this ITN, the performance outcome requirements have changed.