

ADDENDUM #001

Solicitation Number: FDC ITN-18-001

Solicitation Title: Community Release Centers in Duval, Hillsborough, Orange, Pinellas, Seminole, and Volusia Counties, Florida

Opening Date/Time: September 27, 2017 at 2:00 p.m., Eastern Time (ET)

Addendum Number: 001

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 advised that the changes below are applicable to the original specifications of the above referenced solicitation. Added or new language to the ITN is highlighted in **yellow**, while deleted language has been struck.

This Addendum includes the Department's answers to written questions received.

This Addendum also includes the following revisions:

Change No. 1:

A change to revise the first paragraph of Section 2.5:

2.5 Facility Implementation Plan and Transition of Service

The Vendor must have the ability to implement service delivery, as described herein, on a date agreed upon by both the Vendor and the Department. However, the Department anticipates full implementation of services, **as soon as possible, subsequent to the resultant Contract's execution, and fulfillment of all site requirements.** ~~no later than December 1, 2017.~~ As part of its Reply to this ITN, each Vendor must provide an Implementation Plan, including a timeline for transition at each CRC location included in its response, and a detailed description of the transition plan for delivery of services. The need for these services is immediate; delivery time is of the essence.

Change No. 2:

A change to revise Section 3.1.1:

- 3.1.1** The Vendor will provide services as specified herein and shall be compensated for the services specified herein at a fixed price, per diem rate established by their prices submitted in response to this ITN, per occupied dynamic readiness bed and CRC paid employment bed.

The Vendor will be permitted to supplement the CRC paid employment bed per diem rate by retaining a subsistence fee from an inmate's paid employment, to be determined based on the proposed Vendors per diem rate. In accordance with Rule 33-601.602(11)(d), F.A.C.: "All inmates participating in community work release programs shall be required to pay 55% subsistence, which shall be computed by factoring .55 (55%) times the inmate's net earnings." The subsistence fee is subject to the limitation that the total operating cost per diem, per inmate for CRC (per diem Contract payment plus subsistence fee retained) shall not exceed the Department's average operating cost, as posted in the previous year's Annual Report. See Rule 33-601.602(11)(e), F.A.C. ("Subsistence deductions will not exceed the State's actual cost to incarcerate the inmate, as computed on a per diem basis.") The present daily average operating cost is ~~\$51.65~~

\$53.49. This amount is subject to change annually with the publication of the FY2015-16 Annual Report and future reports. The Department's current Annual Report can be found on the Department's public website http://www.dc.state.fl.us/pub/annual/1415/FDC_AR2014-15.pdf.

Change No. 3:

A change to Section 3.6.2, General Program Management Requirements, GPM-030(e), to revise the below statement regarding Aftercare Counselors:

General Program Management Requirements (GPM)	
No.	Requirement
GPM-030	<p><u>Minimum Staffing Positions</u></p> <p>The Vendor shall provide the following positions:</p> <ol style="list-style-type: none"> a. <u>Facility Director</u> – A minimum one (1) position. The Facility Director shall be a full time (40 hours per week) on-site Management/Professional position responsible for the overall operation of the CRC. The Facility Director shall be the supervisor for the Vendor's staff. b. <u>Assistant Facility Director</u> – A minimum of one (1) position. An Assistant Facility Director position shall be a full-time (40 hours per week) on-site Management/Professional position, assisting the Facility Director, and responsible for the overall operations of the CRC in the absence of the Facility Director. c. <u>Operations/Shift Supervisor (Optional)</u> – The Operations/Shift Supervisor position shall be a full time (40 hours per week) on-site Management/Professional position that assists the Facility Director and the Assistant Facility Director for the overall operations of the CRC, in the absence of both the Facility Director and the Assistant Facility Director. This position may be used to ensure minimum number of positions, as deemed necessary to maintain the required Management/Professional staffing levels. d. <u>Correctional Counselor/Operational/Security Technicians</u> – Correctional Counselor/Operational Technician positions shall provide supervision, counseling, custody and control, employment development and coordination, and other related services to inmates, 24 hours per day, seven (7) days a week, as required in this ITN. The minimum number of positions shall be as deemed necessary to maintain staffing levels. e. <u>Aftercare Counselors</u> – The After Care Counselors shall be full-time (40 hours per week) and located on-site. They will be responsible for the provision of substance abuse outpatient, aftercare, and intervention services and must carry a caseload of 50 inmates. There shall be a minimum of one (1) position for every 50 contracted beds at the facility. Licensure is required in accordance with Chapter 65D-30, F.A.C. f. <u>Clinical Supervisor/Qualified Professional</u> – Clinical Supervisors must be Qualified Professionals, as defined by Chapter 397, F. S. They are responsible for the clinical supervision of staff, the clinical oversight, and clinical care of all substance abuse services provided on-site. The Vendor must have an adequate number of positions to ensure that the maximum number of cases a Clinical Supervisor provides clinical supervision services for does not exceed 160 cases.

General Program Management Requirements (GPM)

No.	Requirement
	<p>g. <u>Employment Specialist</u> – The Employment Specialist delivers the Employment Re-Entry Skills and Job Placement/Retention/Advancement curriculum to inmates, recruits and orients potential employers, assists with job checks, assesses inmate skill for potential employment, assists inmates with completing resumes and job applications, provides employment counseling, delivers budgeting skills curriculum, and assists inmates with their weekly budgeting skills. There shall be a minimum of one (1) position for every 85 inmates.</p> <p>h. <u>Program Facilitator/Instructor</u> – The Vendor shall provide an adequate number of teacher positions to provide academic instruction to inmates in need at a 1:25 ratio.</p> <p>i. <u>“Certified” Correctional Officers</u> – A minimum of five (5) positions, full-time/part-time. Certified Correctional Officer positions shall provide supervision, security, custody and control, and other related services to inmates, 24 hours per day, seven (7) days a week, as required in any resulting Contract. These positions may be satisfied by certifying existing Contractor staff, excluding program staff, in accordance with Chapter 943, F.S., or by hiring ex-Department employees that were certified prior to their separation of employment, whose certification has not been revoked for misconduct, and who left the Department in good standing. “Certified” Correctional Officers are only required for facilities with 100 or more beds designated, providing work release services (paid employment) in its CRC program.</p> <p>j. <u>Electronic Monitoring Case Manager</u> – Electronic Monitoring Case Manager positions shall be provided to ensure dedicated monitoring of electronic monitoring equipment worn by inmates when outside their sleeping quarters to ensure compliance with protocols of the devices. An Electronic Monitoring Case Manager shall be assigned to monitor the electronic monitoring system between the hours of 6:00 a.m. to 10:00 p.m., Eastern Time. During the timeframe when a minimum of ninety-five percent (95%) of the inmate population assigned to electronic monitoring equipment are scheduled to be in their sleeping quarters, control room staff shall be responsible for responding to, and monitoring all inmates on electronic monitoring equipment to ensure compliance with protocols of the devices. The Vendor must provide the minimum number of positions deemed sufficient to monitor equipment.</p> <p>In addition, the Vendor may establish any other additional positions deemed necessary to meet the requirements of this ITN, additional positions must be approved by the Department.</p>

Change No. 4:

A change to Section 3.6.3.3 Dynamic Readiness Programming Requirements, DRP-12:

Dynamic Readiness Programming Requirements (DRP)	
No.	Requirement
DRP-12	The Vendor staff at the CRC shall provide Thinking for A Change or Moral Reconciliation Therapy (MRT) programming to all inmates with an identified need for cognitive behavioral intervention that have not successfully completed the program during their current incarceration. The Vendor is responsible for all costs related to the training and the delivery of this evidence-based curriculum. Training must be provided by a certified Thinking for A Change or MRT facilitator/ trainer.

Change No. 5:

A change to Section 4.1:

4.1 Procurement Officer

Questions related to the procurement should be addressed to:

Allegra Small Pamela McLean, Procurement Officer

Florida Department of Corrections
Office of Financial Management
Bureau of Procurement
501 S. Calhoun Street
Tallahassee, Florida 32399
Email: purchasing@fdc.myflorida.com

Change No. 6:

A change to replace Attachment VIII, Pass/Fail Requirement Certification and Non-Collusion Certification, in its entirety.

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Responses to Written Questions
FDC ITN-18-001

Community Release Centers in Duval, Hillsborough, Orange, Pinellas, Seminole, and Volusia Counties, Florida

Question Number	Question	Answer
1	Pg 13 2.5 Rule 33.202.101 Fl. Adm. Code Public hearing. Please clarify the requirement for a public hearing even if an existing 165 FDOC contract work release facility is operational where we propose to operate this ITN program. Will there be a need to hold a public hearing for this ITN (35 beds being bid on)	No, Rule 33-202.101, Florida Administrative Code (F.A.C.) requires a public hearing only for new facilities.
2	Page 5, Anticipated Posting of Negotiations, December 2017. Program implementation date December 1, 2017 (pg13 item 2.5). It appears the public hearing notifications will lead into February/March 2018. Please confirm this time table time frame will delay the delivery of inmates to the facility.	Services shall not be implemented and inmates shall not be delivered until the facility is approved by the Department and operational. Please see Change No.1 of this Addendum, and note that a public hearing is only required for any new facility.
3	Will inmates that are participating in phase 1 (permanent party inmates) receive a stipend? If a stipend is required, please provide the details of the amount and time frames. If a stipend is not required, will this be added to the contract for the entire life of the contract?	Inmates participating in Dynamic Readiness Programming will not be considered permanent party inmates, and will not be eligible for a stipend.
4	If there is an existing DOC funded Work Release Program operating at this facility (165 female work release) where we propose to operate the ITN contract, can the cash bond be waived?	The Reply Bond is required as indicated in Section 4.6 of the ITN.
5	Will inmates in Phase 1 and Phase 2 be placed on electronic monitoring?	Inmates participating in Dynamic Readiness Programming will not be placed on electronic monitoring. However, those in Paid Employment Status or Center Work Assignment will require electronic monitoring. Please see GPM-050 on Page 34 of the ITN.
6	Certified Correctional Officers – stipulates use of ex-Florida Department of Corrections employees. For this contract, will ex-sheriff or county officers be allowed as long as they have good standing with their own agencies and are certified?	“Certified Correctional Officers” must meet the requirements of GPM-030(i).

Question Number	Question	Answer
7	There is no mention in this ITN pertaining to inmates in this particular program, that are allowed to have their own cell phones. Please clarify if cell phones will be allowed to be used by inmates and the parameters of the actual cell phone equipment.	Rule 33-601.602, F.A.C. provides for authorization of inmates in a Community Release Program to possess one cell phone. Only non-contract phones are allowed, unless the inmate is added to the calling plan of a family member.
8	Will inmates be allowed to obtain their CDL licenses while in program and ultimately work as a truck driver? We have had exceptionally good results with inmates that have been released from work release, obtained their CDL and successfully obtained employment as local truck drivers.	Vendors are encouraged to submit ideas for improvement or cost reductions, along with supplemental materials, as part of TAB G of their Reply, in accordance with Page 70 of the ITN.
9	Transportation mode: Will inmates be allowed to use UBER as a form of transportation to and from work? The local public transport system (Pinellas County) has a business agreement that ties in UBER with PSTA for afterhours and week-ends when buses are less available. If approved, this would increase employment opportunities for inmates at the work release center.	The Department does not allow the inmate to have a credit card. The Department's understanding is that a credit card is required to utilize UBER. While the Department would approve the use of UBER, and has identified UBER as public transportation, at this time we cannot identify a process to compensate UBER without a credit card. If the Vendor can identify a resolution to this issue, the Department is open to this possibility.
10	<p>The Vendor shall be required to provide at a minimum, the services specifically provided below, but not limited to:</p> <p>a. A facility/site which provides housing in a clean, safe environment; Question: Is the department willing to provide a state owned facility/site in any of the six identified counties? If yes, can those counties be identified?</p> <p>Page 21 (GPM-005 a)</p>	As specified in the ITN, the Department is seeking services at a Vendor-owned facility.
11	<p>The Vendor shall be responsible for reimbursing the Department monthly for their portion of contract monitoring activities in the amount of \$2,180.60, which includes expenses for salary, benefits, supplies, and travel At the Departments soles discretion the salary and expenses of the Contract Monitor position may be adjusted annually, subject to legislative appropriation.</p> <p>Question: Will the vendor be able to submit that portion of cost as a part of administrative overhead?</p> <p>Page 22 (GPM-020)</p>	The Vendor's proposed cost (per diem) shall reflect all requirements of the solicitation. For the purposes of the ITN Reply, there is no separate pricing option where an administrative overhead cost may be referenced. Additional cost models may be discussed during negotiations.

Question Number	Question	Answer
12	<p>Aftercare Counselors – The After Care Counselors shall be full-time (40 hours per week) and located onsite. They will be responsible for the provision of substance abuse outpatient, aftercare, and intervention services and must carry a caseload of 50 inmates. There shall be a minimum of one (1) position for every 50 contracted beds at the facility.</p> <p>Question: Is the counselor to inmate ratio (1 to 50) required for the entire site population or just for those inmates assigned to the approximately 35% of the Phase One (1) population?</p> <p>Page 26 (GPM-030 e)</p>	<p>The counselor ratio is required for inmates enrolled in Aftercare Services. Not all inmates at a CRC require Aftercare Services. Please see Change No. 2 of this Addendum.</p>
13	<p>Program Facilitator/Instructor- The vendor shall provide an adequate number of teacher positions to provide academic instruction to inmates in need at a 1:25 ratio.</p> <p>Question- Will the Department allow for virtual and/or remote delivery of academic instruction in lieu of the Academic Teacher/Instructor position?</p> <p>Page 26 (GPM-030 h)</p>	<p>Yes, the Department will consider virtual and/or remote delivery of academic instruction. Details of any ideas for improvement or cost reduction should be included in TAB G of a Vendor's Reply, in accordance with Page 70 of the ITN.</p>
14	<p>The Vendor staff at the CRC shall provide Thinking for A Change programming to all inmates with an identified need for cognitive behavioral intervention that have not successfully completed the program during their current incarceration. The Vendor is responsible for all costs related to the training and the delivery of this evidence-based curriculum. Training must be provided by a certified Thinking for A Change facilitator/ trainer.</p> <p>Question: May the vendor provide Moral Reconciliation Therapy in place of Thinking for A Change programming to all inmates with an identified need for cognitive behavioral intervention that have not successfully completed a similar program during their current incarceration?</p> <p>Page 55 (DRP-12)</p>	<p>Yes, the Vendor may provide Moral Reconciliation Therapy in lieu of Thinking for a Change. Please see Change No. 4 of this Addendum.</p>

Question Number	Question	Answer
15	<p>Family Reunification Sessions.</p> <p>Question – Can Chaplains/citizen volunteers provide these sessions if they have appropriate training or certification?</p> <p>Page 55 (DRP-13)</p>	<p>Yes, chaplains or citizen volunteers may provide these sessions if they have appropriate training or certification.</p>
16	<p>If the provider is currently providing Work Release services under contract to FDC, will these existing services fold in with this ITN upon notice of award? Is this new contract therefore supplanting the old/existing contract?</p>	<p>This ITN is intended to replace Contracts that are expiring in the future. Please see Section 2.8 of the ITN for the identified Contracts. Additionally, the Department may establish Contracts in locations where CRCs do not currently exist.</p>
17	<p>Can we (the Vendor) charge an administrative expense, and if so, how much (percentage) can we charge?</p>	<p>Please see the Answer to Question #11.</p>
18	<p>For the Dynamic Readiness program, are we (the Vendor) required to have a GPS Monitoring System? If so, would we therefore be required to have an Electronic Monitoring position for the Dynamic Readiness program?</p>	<p>Please see the Answer to Question #5. Since inmates participating in Dynamic Readiness Programming will not be on electronic monitoring, a position is not required. However, a position is required to oversee inmates who are in Paid Employment Status or on Center Work Assignment, who are monitored electronically.</p>
19	<p>Once an inmate completes the Dynamic Readiness program, is the inmate then allowed to attend/enroll in a Work Release program located in another county?</p>	<p>Yes, inmates may be moved based on the needs of the inmate and the Department.</p>
20	<p>Please provide clarification on the definitions of “case file,” “clinical file” and “master file” as described in GPM-026. Is the “case file” the same thing as the “clinical file,” or are we (the Vendor) required to have a case file, a clinical file and the inmate’s official record (master file) mentioned in this GPM?</p>	<p>To clarify:</p> <ul style="list-style-type: none"> • Clinical file – This is the treatment file, and only inmates enrolled in aftercare services would have a clinical file. • Case file – This is the file kept on hand by the Vendor for all inmates at the CRC. • Official Record/Master File – This is the file maintained by the Department’s Classification Section for all inmates. It may or may not be kept on-site at the CRC.
21	<p>Are there any unallowable costs, or costs that we (the Vendor) are not able to include in our proposal, for this ITN?</p>	<p>Please see the Answer to Question #11. In addition, please see Section 5.12 of the ITN.</p>

Question Number	Question	Answer
22	The ITN states outpatient, aftercare and intervention throughout but only identifies aftercare counselors, what is the level of care and licensure required for this rfp?	The Vendor shall provide Aftercare services. Please see Change No. 3 of this Addendum. Licensure is required in accordance with Rule 65D-30 F.A.C.
23	The ITN states, a daily rate of \$51.65 per day per inmate to operate but the state put a new number out in July at \$53.49 for 2017. Will this be reflected in the ITN?	Yes, please see Change No. 2 of this Addendum.
24	How many offenders are expected to be referred for aftercare services and how many for educational/dynamic readiness?	As this is a new programming model, the Department is unable to provide expected referral information. However, all inmates are expected to participate in Dynamic Readiness Programming prior to paid employment. Only inmates who have completed treatment for a substance use disorder should be enrolled in Aftercare Services. In Fiscal Year (FY) 16/17, 12,247 inmates received some level of substance abuse treatment. This is approximately 12.5% of the inmate population as of June 30, 2017.
25	Can you provide a list of the vendors that participated on the mandatory call?	Please see Exhibit A of this Addendum.
26	Will the DOC provide support if selected to attain appropriate zoning and by I. From the community?	The Department will provide information, requested by any community, related to zoning requirements. It will not participate in the process of, or advocate for, or against, zoning determinations.

REVISED 9/2017

**ATTACHMENT VIII – PASS/FAIL REQUIREMENT CERTIFICATION
AND NON-COLLUSION CERTIFICATION
FDC ITN-18-001**

1. Business/Corporate Experience

This is to certify that the Vendor has at least three (3) years' experience within the last five (5) years, in the provision of criminal justice/re-entry/work release type programs with substance abuse, education and vocational components. The Respondent shall provide licensed ~~Outpatient~~ and Aftercare services, in accordance with Chapter 397, F.S., and Rule 65D-30, F.A.C., that meet or exceed the requirements as outlined in the Program Description and all related materials, and any subsequent revision and/or addenda. The Department reserves the right to require revisions to these materials to meet the specific needs of the Department or the inmate population.

2. Prime Respondent

This is to certify that the Respondent will act as the prime Respondent to the Department for all services provided under the Contract that results from this ITN.

3. Performance Bond

This is to certify that the Respondent is able to demonstrate their ability to meet the performance bond requirements. prior to execution of a Contract, the Respondent will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of the amounts listed in the table below for each location or the average annual price of the Contract (averaged from the initial five (5) year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).

Service Site Location (County)	Performance Bond Amount
Duval	\$50,000.00
Hillsborough	\$75,000.00
Orange	\$75,000.00
Pinellas	\$75,000.00
Seminole	\$50,000.00
Volusia	\$10,000.00

4. Reply Bond

This is to certify that the Respondent will deliver to the Department a Reply bond or check in the amount listed in the table below. The bond ensures against a Respondent's withdrawal from competition subsequent to their submission of a Reply.

Service Site Location (County)	Reply Bond Amount
Duval	\$50,000.00
Hillsborough	\$75,000.00
Orange	\$75,000.00
Pinellas	\$75,000.00
Seminole	\$50,000.00
Volusia	\$10,000.00

5. Meets Legal Requirements

This is to certify that the Respondent's proposed offering and all services provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

6. Data Generated

All data generated, used or stored by Respondent pursuant to the prospective Contract state will reside and remain in the United States and will not be transferred outside of the United States.

7. Services Performed

All services provided to the State of Florida under the prospective Contract, including call center or other help services, will be performed by persons located in the United States.

8. Financial Stability

This is to certify that the Respondent attests to its positive financial standing and that the Respondent's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

9. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Reply with regard to this ITN. Furthermore this is to certify that the Reply contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Reply.

10. Statement of Non-Disclosure

This is to certify that neither the price(s) contained in this Reply, nor the approximate amount of this Reply have been disclosed prior to award, directly or indirectly, to any other Respondent or to any competitor.

11. Statement of Non-Collusion

This is to certify that the prices and amounts in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other Respondent or with any competitor and not for the purpose of restricting competition.

Dated this _____ day of _____ 20__.

Name of Organization: _____

Signed by: _____

Print _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so

Subscribed and sworn before _____ day of _____ 20__.

Personally _____ OR Produced _____ Type of Identification _____

Notary Public: _____

My Commission Expires: _____

FDC ITN-18-001 - Vendor's Attending Pre-Bid Conference

A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z

<u>Name</u>	<u>Company/Organization</u>	<u>Email Address</u>
Allegra Small	FDC - Procurement	allegra.small@fdc.myflorida.com
Trueby Bodiford	FDC - Procurement	trueby.bodiford@fdc.myflorida.com
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Rusty McLaughlin	FDC - CLASS Management	RUSTY.McLaughlin@ " " "
Cynthia Swier	FDC - class mgt.	Cynthia.Swier@fdc.myflorida.com
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Petrick Mahone	FDC - Readiness + Comm. Transition	Petrick.Mahone@FDC.MYFLORIDA.COM
Maggie Agerton	FDC - Readiness / Com. Tran	Maggie.Agerton@fdc.myflorida.com
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Paul Norris	Goodwill Industry	paul.norris@goodwill-suncoast.com
Vicen Sanchez	SM A Behavioral Healthcare	v.sanchez@smabehavioral.org
Andrew Williams	SM A Behavioral Healthcare	awilliams@smabehavioral.org
Brett D'Aoust	The Transition House	Brette@thetransitionhouse.org
Pamela Mclean	FDC Procurement	pamela.mclean@fdc.myflorida.com