

REQUEST FOR PROPOSAL (RFP)
ADDENDUM #1
January 14, 2020

RFP Number: 10650

RFP Services: The Department of Juvenile Justice (Department or DJJ), Office of Probation and Community Intervention, is issuing this Request for Proposals (RFP) to interested parties for the purpose of obtaining a qualified organization to design, implement, and operate a Juvenile Diversion Alternative Program (JDAP) as specified in the Attachment I, Services To Be Sought, to serve male and female youth, seventeen (17) years of age and under, who have been referred to the Department for behavior which, if committed by an adult, would be a criminal act. Services shall be provided to youth who reside in circuits 1, 2, 3, 4, 7, 14, 15, and 19, specifically Bay, Calhoun, Clay, Columbia, Dixie, Duval, Escambia, Flagler, Franklin, Gadsden, Gulf, Hamilton, Holmes, Indian River, Jackson, Jefferson, Lafayette, Leon, Liberty, Madison, Martin, Nassau, Okaloosa, Okeechobee, Palm Beach, Putnam, St. Johns, St. Lucie, Santa Rosa, Suwannee, Taylor, Volusia, Wakulla, Walton, and Washington counties.

In addition, at JDAP locations, Civil Citation Services shall be provided to youth as set forth in the Attachment II, and shall be provided to male and female youth twelve (12) years of age and under, as well as youth who have high needs (e.g. a victim of human trafficking, crossover youth being served by multiple entities, history of trauma, intellectually or emotionally challenged) who are issued a Civil Citation from Law Enforcement, or referred by the State Attorney's Office, or by existing Civil Citation programs.

A single response to this RFP shall be submitted, regardless of proposed service areas.

UNSPSC Code: 92101702

Subject: This Addendum contains questions received from potential Respondents, and the Department's answers to the questions; a revision to the Subject language of the RFP; the addition of Exhibits to the RFP; the deletion of the Evidence-Based Program language; a revision to the Service Unit/Deliverables language; a revision of a Section number in Attachment I; and, a revision to the Invoice language.

Deletions are indicated by "strikethrough". Additions, updates or replacements are indicated by underscore. All changes are highlighted yellow for quick reference.

REFERENCE: **Page 1, Subject, Third Paragraph**
UPDATE: A single response to this RFP shall be submitted, ~~regardless of proposed service areas.~~

REFERENCE: **Page 2, Exhibits**
ADD: Exhibit 4 Staff Vacancy Report²
Exhibit 5 Staff Hire Report²

²Available at: <http://www.djj.state.fl.us/providers/contracts/index.html>

REFERENCE: **Page 48, Attachment I, Section II., K., Evidence-Based Program**
DELETE: This section in its entirety.

REFERENCE: **Pages 59-60, Attachment I, Section VI., A., Service Unit/Deliverables**
UPDATE: The Department will pay the Respondent for one or more service units delivered in accordance with Attachment I, Section IV., A., Service Tasks. The quantity and frequency of the service tasks may vary as outlined in Attachment I, Section IV., A., Service Tasks. The service units to be delivered under the resulting Contract are available slots. The Respondent shall make the contracted number of available slots continuously available

throughout the term of the resulting Contract. A slot is defined as "available" only if the Respondent could accept a youth for admission to the program and the program is fully staffed as required to provide services within forty-eight (48) hours.

1. This shall include a substantially staffed JDAP program, where no more than 15% of staff positions are vacant on any given day. If more than the agreed upon percentage of all positions are vacant on any given day, the Respondent shall be paid for filled slots for the day(s) the vacancies occurred at the per diem rate for available slots, as evidenced by the Youth Census Report.
2. Temporary staff may be utilized to ensure the program is substantially staffed. However, all temporary staff must be qualified for the position they are assigned, pass background checks and be entered in the SVS of the Department's JJIS. A position shall be deemed not to be vacant if filled through the use of contract services or temporary employees.
3. Subcontracted staff who are direct care staff or contracted professional staff shall be included in the count for a substantially staffed program.
4. Determination of a substantially staffed program shall be calculated using all staff listed in Attachment I, Section IV., C., Staffing/Personnel.
5. If the program is deemed to not be substantially staffed, the deliverable shall be a filled slot. A filled slot is defined as a slot that a youth is admitted to and occupying at the program, as set forth on the Youth Census Report.
6. The Respondent must maintain employee time sheets (and time sheets of any temporary employees that fill in for permanent positions, including regional staff filling in via overtime) to verify the program was open and operating as per Attachment I, Section V., B., Service Times.
7. The youth placed in an available slot shall be reflected on the monthly Youth Census Report documenting Program participation. Documentation of all service tasks performed shall be reflected in the Department's JJIS and/or in the youth's case file as a case note.

REFERENCE:
UPDATE:

Page 60, Attachment I, Section VI., Reports
Page 60, Attachment I, Section ~~IV~~**VI**., Reports

REFERENCE:
UPDATE:

Page 60, Attachment I, Section VII., C., 1., Invoice

A properly prepared invoice shall be submitted directly to the Department's Contract Manager within thirty (30) calendar days following the end of the month in which services were rendered. Payment of the invoice shall be pursuant to section 215.422, F.S. and any interest due shall be paid pursuant to section 55.03(1), F.S. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Respondent is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-413-5516.

- a. Payment must be triggered by receipt of identified deliverables (available program slots). The Respondent shall submit a monthly invoice accompanied by the Youth Census Report, with sufficient documentation to fully justify payment for the number of days for available slots deliverables/service units delivered the previous month. The Respondent shall report, in accordance with Department policy, all youth admissions, releases and inactive status. Failure by the Respondent to promptly report may result in a reduction in the monthly invoice.
- b. The Respondent shall not receive payment for services rendered prior to the execution date or after the termination date of the resulting Contract.
- c. Invoices for amounts due under the resulting Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d. Documentation of service delivery shall be in accordance with Attachment I, Section VI., Deliverables.
- e. It is the responsibility of the Respondent to notify the Department when Contract slots are not available. It is further the responsibility of the Respondent to reduce the monthly invoice when slots are not available; however, the Department reserves the right to reduce the monthly invoice if the Respondent fails to do so and it determines a position was vacant.

Return of this Addendum is not mandatory; however, the Respondent is responsible for its contents and is requested to sign and submit this Addendum with its response to the RFP. 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 (F.S.), and chapter 28-110, Florida Administrative Code (F.A.C.). 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), F.S., 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, F.S. Written notices, formal requests and proceedings must conform to the requirements set forth in chapter 28-110, F.A.C.

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), F.S., 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 Respondent within seventy-two (72) hours, excluding Saturdays, Sundays, and state holidays, after the filing of the notice of protest by the Respondent. The estimated contract amount is not subject to protest pursuant to section 120.57(3), F.S. 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: _____

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Questions are presented in the exact manner they were received.

Elvin Martinez – Bay Area Youth Services, Inc. d/b/a BAYS Florida – Received 12/12/2019	
Question #1	Is this anticipated to be a Vendor or Sub-Recipient Contract?
Answer #1	Per page 17, Attachment I, Section XIII., of the RFP, it is the Department's determination this will be a Recipient/Sub-Recipient Contract.
Question #2	Is Attachment H CR Budget Short Form correct asking for FY 19/20, FY20/21 and FY21/22.
Answer #2	Please complete the column for FY 20/21. This full FY amount will be multiplied by the term of the resulting Contract to arrive at the total Contract amount.
Question #3	Are we to submit a current budget or a proposed contract amount for FY 19/20?
Answer #3	The amounts on the budget tabs are linked to the last tab, which calculates the Grand Total. The Grand Total in the Attachment H (Budget) Summary tab shall not exceed the amount listed in Attachment B, Section XIV., Total Maximum Annual Contract Dollar Amount.
Question #4	Are only two years of future budgets required for a 5-year proposal?
Answer #4	No. Please see Answers #2 and #3.
Lisa Sherry – DISC Village– Received 12/13/2019	
Question #5	Is the RFP just for JDAP programs so they will take on Civil Citation cases in the Circuits or counties that don't have an already established Civil Citation provider?
Answer #5	JDAP currently provides services to diversion and civil citation youth. Some circuits may also have other civil citation providers.
Question #6	Can the bids be on specific Circuits or do they have to be for all the Circuits listed in the RFP?
Answer #6	Bids (referred to in this solicitation as Proposals) must be for all of the circuits listed in the RFP.
Question #7	Can the bids be on services solely pertaining to pre-arrest Civil Citation cases?
Answer #7	No. Bids (Proposals) must be for all services stated in Attachments I and II of the RFP.
Question #8	Will the terms noted in the RFP pertaining to Civil Citation serving youth 12 and under as well as high needs take the place of the current contracts that allow for serving youth of all ages?
Answer #8	The resulting Contract from this RFP will replace Contract #10064, which is for the same services.
Jenny Craig – Vital Expansion – Received 12/13/2019	
Question #9	Is it in the scope of the proposal to train current juvenile probation officers and/or civil citation officers to assist with the services to be provided?
Answer #9	No.
Katrina G. Cox – AMIkids, Inc. – Received 12/13/2019	
Question #10	Page 1 of the RFP says "A single response to this RFP shall be submitted, regardless of proposed service areas." May a Respondent propose to serve only some of the circuits identified?
Answer #10	No. All of the circuits listed must be proposed. The Department will strike the phrase "regardless of proposed service areas" in this Addendum #1.
Question #11	Is the annual maximum contract amount on page 17 of the RFP inclusive of funding for all circuits identified in the RFP? Is there another method of determining a contract maximum if a Respondent proposes on only some of the circuits?
Answer #11	The annual contract amount is inclusive of all circuits. All circuits listed must be proposed for a response to be considered "responsive".
Question #12	What is the current contracted provider of these services?

Answer #12	The current Provider for these services is Bay Area Youth Services, Inc., d/b/a BAYS Florida.
Question #13	How many slots are currently contracted for JDAP and Civil Citation in these circuits?
Answer #13	There are a total of 313 slots in the current Contract #10064.
Question #14	Based on current need, does the Department anticipate any change in the number of slots by circuit?
Answer #14	No.
Question #15	Page 59 of the RFP states, "The Respondent shall have an administrative office located within the North Region, (unless requested and approved in writing by the Department's Contract Manager)". Will the Department provide a justification for requiring an administrative office in the North Region?
Answer #15	The majority of service locations/circuits/counties under this RFP are in the North Region, which is a main factor in the location of the Administrative Office. The Provider under the resulting Contract can request their Administrative Office be relocated to another area and the Department will take the request under advisement but can make no guarantee that any such request will be approved.
Question #16	Page 55 indicates "The Respondent shall provide an additional 4.75 full time clinical counselors/therapists to the required staffing." Will you please clarify the role and expected service provision of these staff? Several places in the RFP indicate that mental health services will be referred out.
Answer #16	It is expected that mental health professionals will be used according to the programmatic needs, and the individualized needs of youth, to assist with building community referral sources, referring youth to mental health and substance abuse providers and monitoring progress, and to provide some mental health and substance abuse services for youth, especially those with "high needs", as described on page 1 of the RFP. Such services might include a diagnostic MH/SA assessment, individual counseling, group counseling, family counseling, or crisis counseling and support. When a family does not have insurance and no service providers are available in the area, any necessary MH/SA services may be provided by the Respondent. Respondents should describe how these professionals will be used in their Technical Response. There is room for Respondents to create the specific function or role of therapists into their total programming, and it is recommended that licensed mental health professionals be used, as they are exempt from the Chapter 397 licensure requirements, as described in the Qualifications section of the RFP.
Tony Read – Twin Oaks Juvenile Development, Inc. – Received 12/13/2019	
Question #17	Why does the RFP include a blend of (mostly) north region circuits and two south region circuits?
Answer #17	Services for other circuits are provided under different Contracts which are not scheduled yet to be re-procured.
Question #18	Why are Circuits 5 and 8 not included in this (mostly) north region RFP?
Answer #18	Only the circuits listed under this RFP need to be procured at this time.
Rachel Rosales – Southwest Key Programs – Received 12/23/2019	
Question #19	Is there a current contractor providing these services? And if yes, can you provide the name of the contractor?
Answer #19	See Answer #12.
Question #20	Are contractors required to provide group counseling or can contractors conduct life skills training individually?
Answer #20	The resulting Contract will not require group counseling to be provided. It is anticipated that any needs shall be provided through outside referrals for services. Page 48, Attachment I, Section II., K., Evidence-Based Program, will be removed in this Addendum #1.
Question #21	As part of staffing the RFP indicates that "The Respondent shall provide an additional 4.75 full time clinical counselors/therapists to the required staffing." Can the full time clinical counselors/therapists also serve as Program Directors?

Answer #21	No. The Program Directors are included in the required staffing, and the 4.75 full time clinical counselors are to be in addition to the required staffing.
Question #22	In reference to Drug Screening/Urinalysis, the RFP indicates that "During the course of the program participation, youth with alcohol/substance abuse offenses or having identified needs on the PAT may be required to submit to random urinalysis testing, at the discretion of the Respondent." Who covers the cost for the urinalysis and drug screening?
Answer #22	The Provider under the resulting Contract would be responsible for any costs for random urinalysis testing.
Rachel Rosales – Southwest Key Programs – Received 12/30/2019	
Question #23	Is there a cost associated with the Community Assessment Tool (CAT) and Prevention Assessment Tool (PAT) that respondents will be responsible for?
Answer #23	The only costs associated are the costs for travelling to the training.
Question #24	On Page 17 of RFP, there is a formula provided that calculates a penalty imposed on any contract non-compliance or non-performance in accordance with the FDJJ Policy 2000. Can you please provide clarification on how this penalty is calculated?
Answer #24	This amount is calculated by taking the total number of available slots (anticipated to be 313) multiplied by the available slot rate (to be determined) multiplied by 5% (.05).
Question #25	On page 58 of the RFP, Item 5E, it states that the respondent is responsible for all training costs. Will that include the training that is provided by department? If so what costs are associated with that training so that we can include in the budget?
Answer #25	The costs of travelling to trainings are the only anticipated costs associated with training.
Question #26	On page 67 of the RFP, item 4B Restitution: Is the respondent's staff required to collect the restitution funds and disburse to the appropriate families/victims?
Answer #26	No. Youth must give proof of payment of restitution, but the Respondent is not required to collect any restitution.
Question #27	Will the department pay for slots available regardless if they are all filled?
Answer #27	If there are thirty (30) available slots in the resulting Contract, and only one slot is filled with a youth, but the Provider has sufficient staff to make all thirty (30) slots available, then for that month the Provider is paid for all thirty (30) available slots. However, if the Provider's staff drops below the allowable percentage for being substantially staffed, then the Provider is paid for the one filled slot for that month.
Question #28	What is the approved and/or preferred methods and frequency of curfew compliance monitoring?
Answer #28	Direct contact with the youth should be made either on the phone or face-to-face, monthly, at a minimum.
Question #29	On page 46 of the RFP, item G3, it indicates that vendors are responsible for "random urinalysis monitoring". Is the respondent responsible for ensuring the identified at risk youth are tested regularly by the department or is the respondent responsible for conducting the urinalysis? If so, is there an approved and/or preferred type of urinalysis and/or policies we should be following?
Answer #29	Urinalysis' should be conducted randomly, not regularly, by the Respondent. The Department has no preference or preferred type of urinalysis.
Question #30	Does payment for services begin at the receipt of referral or after intake once the department has been notified that intake has been completed?
Answer #30	Payment begins after intake, once the Department has been notified intake has been completed.
Question #31	Will there be a minimum number of youth referred to maintain a minimum number of cases at any given time?
Answer #31	Referrals are made based on need. Some months may have more referrals than others.

Question #32	Historically which circuit has the highest number of referrals?
Answer #32	Based on invoice data from FY 18/19, Circuit 4 had the highest number of referrals.
Question #33	On page 14 of the RFP, item C1a, in reference to electronic uploads – can the respondent have more than one individual register for a DJJ Bid Library account?
Answer #33	Yes. Please refer to the RFP, page 14, Section VI., C., 1., c., 3), and 4).

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