

**STATE OF FLORIDA**  
**DEPARTMENT OF CHILDREN AND FAMILIES**  
Refugee Services Program



**INVITATION TO NEGOTIATE (ITN)**

**Consolidated Services for Refugees and Entrants Duval County**

**ITN#: 030618KSET1 Release Date: MARCH 14, 2018**

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**NOTE: In addition to the Appendices included in this document, Appendix XII, the Department's Standard Integrated Contract Part 1 and Part 2, will be included with the solicitation and uploaded to the Vendor Bid System (VBS) together with the ITN and all other related documents.**

## **SECTION 1. INTRODUCTION**

### **1.1 Introduction to the Procurement**

The Department of Children and Families (Department), Refugee Services (RS) Program is issuing this solicitation for the purpose of procuring Consolidated Services for Refugees and Entrants in Duval County (Consolidated Services). These services will be provided to assist refugees and entrants to effectively resettle and become economically self-sufficient as quickly as possible following arrival to the United States.

The Department seeks to identify and negotiate with vendors capable of implementing and managing a consolidated delivery system focused on the long-term self-sufficiency and social integration of eligible populations in Duval County. The Vendor must be able to function in the role of lead agency/managing entity. The Vendor will be responsible for coordinating services to all eligible populations in the service area. The Vendor will design a consolidated delivery system by entering into subcontracts with providers in the service area. The Vendor must have the capability and capacity to subcontract with other service providers capable of delivering services.

The Department will consider varying lead agency models in the administration, management, and provision of services. The Department seeks a Vendor that is able to create and manage a consolidated delivery system from the existing system of care for refugees and other vulnerable populations in Duval County.

Resettling in the United States can create a multitude of challenges for refugees and entrants coming from situations of instability and insecurity. These challenges often inhibit a refugee's ability to become self-sufficient and socially integrated. Common obstacles to resettlement include language barriers, lack of transferable work skills, limited work experiences or connection to local labor markets, financial instability, limited or unrecognized formal education, employment status challenges, trauma, torture, chronic or acute medical issues, and mental health challenges.

To overcome barriers to self-sufficiency and social integration, the Vendor will ensure that a wide-variety of refugee services are effectively and efficiently delivered to the eligible population.

For a complete list and more detailed descriptions of the tasks required by this Invitation to Negotiate (ITN), see **Section 3.2.9** of the ITN.

Any Vendor interested in submitting a reply must comply with all terms and conditions described in this ITN.

### **1.2 Statement of Purpose**

The Department is seeking Consolidated Services for Refugees and Entrants in Duval County. These services will enable refugees and entrants to more readily overcome obstacles to self-sufficiency and social integration. The purpose of this ITN is to identify and negotiate with Vendors capable of developing, coordinating and managing a consolidated delivery system aimed at ensuring the successful integration of refugees in Duval County. The Department is seeking an organization with proven and ample experience in the provision of refugee services, knowledge and understanding of the Reception and Placement Program and its process and Matching Grant Program and its process, procurement, managing subcontracts in accordance with Uniform Grant Guidance, and coordinating interrelated services for vulnerable populations. Partnering through subcontracts with other providers in the Jacksonville area for the provision of services is an essential component of these services. The Vendor must have the organizational capacity and structure to administer Consolidated Services and manage numerous services. The Vendor must also have the capability to monitor the

performance of all subcontracted organizations, holding them accountable if performance standards are not met and ensuring compliance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance).

The Vendor shall provide a cost-effective model for delivering refugee services in the designated service area. The Vendor must have the flexibility to expand or reduce its operations and services offered as necessary due to the unpredictability of federal funding and fluctuations of arrival patterns. The Vendor is encouraged to include the utilization of mainstream community resources with capacity to serve refugees. In replying to this ITN, the Vendor must justify the way in which it proposes to deliver these services. The Vendor's plan must be reasonable, effective, and cost efficient. The Department will consider varying lead agency models in the administration, management, and provision of services. The Vendor shall submit signed memoranda of agreements with all potential partners as part of their proposal.

With this ITN, the Department intends to fund a single Consolidated Services program that will assist refugees and entrants in Duval County. Refugees residing in neighboring counties where there is no RS funded provider may also be served. It is the intent of this procurement to award one (1) contract. However, as stated in **Section 5.5.3**, the Department does reserve the right to select multiple Vendors and/or divide work among Vendors by type of service, geographical area, or both.

### **1.3 Term of the Agreement**

The anticipated start date of the resulting contract is October 1, 2018. The anticipated duration of the contract is three (3) years (from contract execution). The contract may be renewed for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

The total estimated dollar range for the contract resulting from this ITN is subject to the availability of funds. Funds are estimated to be between \$500,000 and \$2,000,000 for each year. Funding amounts will largely depend on ORR priorities, the number of clients to be served, the area of services, and the types of services, as determined by the Department.

Please note that estimates are based on the availability of funds. Due to the unpredictability of refugee arrival patterns, federal grant requirements, and grant award amounts, the Department reserves the right to add funding to meet additional scope of services and tasks or decrease contract value if needs change or federal grant amounts decrease.

#### 1.4 Contact Person and Procurement Manager

This ITN is issued by the State of Florida, Department of Children and Families. The sole contact point for all communication regarding this ITN is:

Florida Department of Children and Families  
Jenifer L. Fonseca, M.S.W, Procurement Manager

Mailing Address:

Florida Department of Children and Families  
Refugee Services  
1317 Winewood Blvd., Building 6, Room 200  
Tallahassee, FL 32399-0700

Jenifer.Fonseca@myflfamilies.com

All contact with the Procurement Manager shall be in writing via electronic mail, U.S. Mail, or other common courier.

#### 1.5 Definitions

The program or service specific terms and definitions that apply to the ITN can be found at <http://www.dcf.state.fl.us/programs/refugee/docs/GlossaryServices.pdf>

#### 1.6 Supporting Documentation

This table lists the supporting documentation and the associated link to download the supporting documentation.

Subject	Description	Link
Department of Children and Families, Refugee Services Program	Website giving an overview of the program, (describes services, lists resources, and includes a calendar of events)	<a href="http://www.myflfamilies.com/service-programs/refugee-services">http://www.myflfamilies.com/service-programs/refugee-services</a>
Current Refugee Services Contracted Vendors	List of DCF-contracted Vendors currently providing refugee services in Florida	<a href="http://www.myflfamilies.com/service-programs/refugee-services/providers-services">http://www.myflfamilies.com/service-programs/refugee-services/providers-services</a> <a href="http://www.dcf.state.fl.us/programs/refugee/docs/ProviderInfo.pdf">http://www.dcf.state.fl.us/programs/refugee/docs/ProviderInfo.pdf</a>
Administration for Children and Families, Office of Refugee Resettlement (ORR)	Website of the federal organization responsible for allocating funds aimed at assisting refugees, entrants, and others	<a href="https://www.acf.hhs.gov/orr">https://www.acf.hhs.gov/orr</a>

Subject	Description	Link
Florida's Refugee Population Statistical Reports	Detailed statistical information on refugee arrivals, services received, country of origin, etc.	<a href="http://www.myflfamilies.com/service-programs/refugee-services/statistics-florida">http://www.myflfamilies.com/service-programs/refugee-services/statistics-florida</a>
Important Refugee Federal and National contact information	Provides information on many national and international groups providing assistance to refugees	<a href="http://www.myflfamilies.com/service-programs/refugee-services/national-refugee-resources">http://www.myflfamilies.com/service-programs/refugee-services/national-refugee-resources</a> <a href="http://www.dcf.state.fl.us/programs/refugee/resources.shtml">http://www.dcf.state.fl.us/programs/refugee/resources.shtml</a>

### Arrival Data

The table below lists arrival data from FFY 2014 to FFY 2017 for refugees and entrants in Duval County. Arrival numbers can vary greatly from year to year.

COUNTRY	2014	2015	2016	2017	TOTAL
<b>Afghanistan</b>	0	94	84	102	280
<b>Cuba</b>	341	438	480	261	1520
<b>Colombia</b>	25	23	20	10	78
<b>DRC</b>	54	86	104	56	300
<b>Eritera</b>	0	0	0	46	46
<b>Haiti</b>	33	21	65	63	182
<b>Iraq</b>	188	69	88	72	417
<b>Myanmar</b>	276	333	196	80	885
<b>Syria</b>	0	17	139	84	240
<b>Ukraine</b>	0	0	0	34	34
<b>Other</b>	193	183	209	65	650
<b>Total</b>	1110	1264	1385	873	4632

### 1.7 Small, Minority, and Florida Certified Veterans Business Participation

Small Businesses, Certified Minority and Florida Certified Veteran Business Enterprises are encouraged to participate in any scheduled conferences, conference calls, pre-solicitation, or pre-proposal meetings. All Vendors shall be accorded fair and equal treatment.

## SECTION 2. ITN PROCESS

### 2.1 General Overview of the Process

The ITN process is divided into two (2) phases, the Evaluation Phase and the Negotiation Phase. The Evaluation Phase involves the Department's initial evaluation of replies. During the Evaluation Phase, all responsive replies will be evaluated against the evaluation criteria set forth in this ITN. The Department will then select one (1) or more Vendors (Shortlist) within the competitive range to participate in negotiations. A Vendor will be deemed responsive unless determined to be nonresponsive as defined in this solicitation document. The Negotiation Phase involves negotiations with the Vendor(s). During the Negotiation Phase, the Department may request revised replies and best and final offers based on the negotiations. Following negotiations, absent a decision to reject all replies or withdraw from this procurement, the Department will post a notice of intended contract award, identifying the Vendor(s) that provides the best value.

### 2.2 Official Notices and Public Records

#### 2.2.1 Notices Regarding the ITN

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the Department of Management Services (DMS) Vendor Bid System (VBS) located at:

[http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu)

To find postings at such location:

1. Click on Search Advertisements
2. Under "Agency" select Department of Children and Families
3. Scroll down to the bottom of the screen and click on "Initiate Search"

**It is the responsibility of prospective Vendors to check the VBS for addenda, notices of decisions and other information or clarifications to this ITN.**

#### 2.2.2 Public Records

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to the Florida public records laws located in Chapter 119, Florida Statutes. **Section 4.4** addresses the submission of trade secret and other information exempted from public inspection.

### 2.3 Protests and Disputes

Any protest concerning this solicitation shall be made in accordance with subsections 120.57(3) and 287.042(2), Florida Statutes (F.S.), and Chapter 28-110, Florida Administrative Code.

**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SUBSECTION 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.**

### 2.4 Limitations on Contacting Department Personnel and Others

#### 2.4.1 General Limitations

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state approved holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a reply. As part of a response to a Department request for additional or clarifying information, Vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager for such purposes.

**2.4.2 Limitations During Negotiations**

During the Negotiation Phase of this ITN: (i) any contact and communication between the members of the negotiations team for the prospective Vendor(s) with whom the Department is negotiating and the negotiation team for the Department is permissible, but only "on the record" (as required by subsection 286.0113(2), F.S.) during the negotiations meetings; (ii) communication between the Lead Negotiator for the prospective Vendor(s) with whom the Department is negotiating and the lead negotiator for the Department outside of the negotiations meetings is permissible so long as it is in writing; and (iii) communications between prospective Vendor representatives and other Department representatives is permissible only as determined in writing by the Procurement Manager. As part of an activity initiated by the Department during the negotiations phase, such as service or product demonstration, testing or development, Vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager or the Lead Negotiator for such purposes.

**2.4.3 Violation of Contact Limitations**

Violations of **Section 2.4** will be grounds for rejecting a proposal, if determined by the Department to be material in nature.

**2.5 Schedule of Events and Deadlines**

Activity	Date	Time Eastern	Address	Section Reference
ITN Advertised and Released on Florida VBS:	March 14, 2018	5:00 PM	DMS VBS Electronic Posting site: <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>	2.2.1
*Solicitation Conference to be Held:	April 3, 2018	11:00 AM	Department of Children and Families Roberts Building 5920 Arlington Expressway Conference Room 1 Jacksonville, FL 32211	2.6

Activity	Date	Time Eastern	Address	Section Reference
Submission of Written Inquiries Must be Received by:	April 10, 2018	5:00 PM	Attn: Jenifer L. Fonseca Procurement Manager Dept. of Children & Families Refugee Services 1317 Winewood Blvd, Building 6, Room 200 Tallahassee, FL 32399-0700 <a href="mailto:Jenifer.Fonseca@myflfamilies.com">Jenifer.Fonseca@myflfamilies.com</a>	2.7
Anticipated Date for Posting Department's Response to Inquiries:	April 17, 2018	5:00 PM	DMS VBS Electronic Posting site: <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a>	2.7
Notice of Intent to Submit a Reply:	April 30, 2018	5:00 PM	Attn: Jenifer L. Fonseca Procurement Manager Dept. of Children & Families Refugee Services 1317 Winewood Blvd, Building 6, Room 200 Tallahassee, FL 32399-0700	2.8
Sealed Replies Must be Received by the Department:	June 5, 2018	11:55 AM	Attn: Jenifer L. Fonseca Procurement Manager Dept. of Children & Families Refugee Services 1317 Winewood Blvd, Building 6, Room 200 Tallahassee, FL 32399-0700	2.9, 4.1
*Reply Opening and Review of Mandatory Requirements:	June 5, 2018	12:00 PM	Dept. Of Children and Families 1317 Winewood Blvd Bldg. 6, Refugee Services Lobby Tallahassee, FL 32399-0700	4.2.2, 5.2
*Validation of Evaluation Scoring Meeting of the Evaluators and Ranking of the Replies:	June 19, 2018	10:00 AM	Dept. Of Children and Families 1317 Winewood Blvd Bldg. 6, Refugee Services Lobby Tallahassee, FL 32399-0700	5.3

Activity	Date	Time Eastern	Address	Section Reference
Anticipated Posting of Qualified Vendors for Negotiation (Shortlist):	June 26, 2018	5:00 PM	DMS VBS Electronic Posting site: <a href="http://www.myflorida.com/apps/vbs/vbs_www.main_menu">http://www.myflorida.com/apps/vbs/vbs_www.main_menu</a>	5.3.5
Anticipated Negotiation Period:	June 26, 2018 – July 11, 2018	TBD	TBD	5.4
*Meeting of Negotiation Team to Develop Recommendation for Award:	July 12, 2018	10:00 AM	Dept. Of Children and Families 1317 Winewood Blvd Bldg. 6, Refugee Services Lobby Tallahassee, FL 32399-0700	5.5
Anticipated Posting of Intended Contract Award:	July 23, 2018	5:00 PM	DMS VBS Electronic Posting site: <a href="http://www.myflorida.com/apps/vbs/vbs_www.main_menu">http://www.myflorida.com/apps/vbs/vbs_www.main_menu</a>	5.5.4
Anticipated Effective Date of Contract:	October 1, 2018	N/A	N/A	1.3
*All Vendors are hereby notified that meetings noted with an asterisk above (*) are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from Vendors or other members of the public (except during the Solicitation Conference, at which time comments and questions will be taken from Vendors).				

All times in the event schedule are local times for the Eastern Time Zone. Although the Department may choose to use additional means of publicizing the results of this ITN, posting on the VBS is the only official notice recognized for the purpose of determining timeliness in the event of protest.

## 2.6 Solicitation Conference

The purpose of the Solicitation Conference is to review the ITN with interested Vendors. The Department encourages all prospective Vendors to participate in the Solicitation Conference during which prospective Vendors may pose questions. The Solicitation Conference for this ITN will be held at the time and date specified in **Section 2.5**. Participation in the Solicitation Conference is not a prerequisite for acceptance of replies from prospective Vendors. The Department shall be only bound by written information that is contained within the solicitation documents or formally posted as an addendum or a response to questions.

## 2.7 Written Inquiries

Prospective Vendor questions will only be responded to with written information per **Section 2.6** if submitted as written inquires to the Procurement Manager as specified in **Section 1.4**, via electronic

mail, U.S. Mail, or other delivery service, and received on or before the date and time specified in **Section 2.5**. Vendors should use the template provided in **APPENDIX IV** to submit written inquiries. Written inquires will not be accepted by facsimile.

The responses to all inquiries will be made available by the date and time specified in **Section 2.5** through electronic posting on the VBS at: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

Any addenda or written responses supplied by the Department will subsequently become part of this solicitation.

## **2.8 Notice of Intent to Submit a Reply**

Vendors who are interested in responding to this ITN are encouraged to send a Notice of Intent to Submit a Reply (**APPENDIX I**) to the Procurement Manager specified in **Section 1.4**, on or before the date and time specified in **Section 2.5**.

## **2.9 Receipt of Replies**

### **2.9.1 Reply Deadline**

Replies must be received by the Department no later than the date/time and at the address provided in **Section 2.5**. Any replies that are not received at the specified address, by the specified date and time, will not be evaluated. All methods of delivery or transmittal to the Department's contact person remain the responsibility of the prospective Vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective Vendor.

### **2.9.2 Binding Replies**

By submitting a reply, each Vendor agrees its reply shall remain a valid offer for at least ninety (90) calendar days after the reply opening date and, in the event the contract award is delayed by appeal or protest, such ninety (90) calendar day period is extended until entry of a final order in response to such appeal or protest.

### **2.9.3 Changes to Replies After Submission Prohibited**

Once the reply opening deadline has passed, no changes, modifications, or additions to the reply submitted will be accepted by or be binding upon the Department until the Department initiates negotiations or requests supplemental replies. The Department reserves the right to correct minor irregularities, but is under no obligation to do so.

### **2.9.4 Right to Rely on Department Information**

The Department reserves the right to rely on information about a Vendor in the Department's records or known to its personnel.

### **2.9.5 Receipt Statement**

Replies not received at the specified place or by the specified date and time, or both, will be rejected and returned unopened to the Vendor by the Department. The Department will retain one unopened original for use in the event of a dispute.

### **2.9.6 Request to Withdraw Reply**

A written request to withdraw a reply, signed by the Vendor, may be considered if received by the Department within 72 hours after the reply opening time and date as specified in **Section 2.5** above. A request received in accordance with this provision may be granted by

the Department upon proof of the impossibility to perform based upon an obvious Vendor error.

### **2.9.7 Cost of Preparation of Reply**

By submitting a reply, a Vendor agrees that the Department is not liable for any costs incurred by the Vendor in responding to this ITN.

### **2.10 Form PUR 1001 (Appendix XIII)**

The standard "General Instructions to Respondents" Form PUR 1001 (10/06) is hereby attached to this ITN by reference as if fully recited herein. Sections 3, 4, 5, 14, and 18 of Form PUR 1001 are not applicable to this solicitation. In the event of any conflict between Form PUR 1001 and this ITN, the terms of this ITN shall take precedence over Form PUR 1001, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1001 shall take precedence. Form PUR 1001 is available at:

[http://www.dms.myflorida.com/media/purchasing/pur\\_forms/1001\\_pdf](http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_pdf).

### **2.11 Department's Reserved Rights**

#### **2.11.1 Waiver of Minor Irregularities**

The Department reserves the right to waive minor irregularities when doing so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this ITN that does not affect the price of the reply or give the Vendor a substantial advantage over other Vendors and thereby restrict or stifle competition and does not adversely impact the interest of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so. When correcting minor irregularities, the Department may request the Vendor provide clarifying information or additional materials to correct the minor irregularity. However, the Department will not request and the Vendor shall not provide additional materials that affect the price of the proposal or give the Vendor an advantage or benefit not enjoyed by other Vendors.

#### **2.11.2 Right to Inspect, Investigate, and Rely on Information**

The Department reserves the right to inspect a Vendor's facilities and operations, to investigate any Vendor representations and to rely on information about a Vendor in the Department's records or known to its personnel.

#### **2.11.3 Rejection of all Proposals**

The Department reserves the right to reject all proposals at any time, including after an award is made, when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any Vendor.

#### **2.11.4 Withdrawal of ITN**

The Department reserves the right to withdraw the ITN at any time, including after an award is made, when doing so would be in the best interest of the State of Florida. By withdrawing the ITN the Department assumes no liability to any Vendor.

#### **2.11.5 Reserved Rights After Notice of Award**

**2.11.4.1** The Department reserves the right to schedule additional negotiation sessions with Vendors identified in the posting of a Notice of Award to establish final terms and conditions for contracts with those Vendors.

**2.11.4.2** The Department reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award and reopen negotiations with any Vendor at any time prior to execution of a contract.

### **2.11.6 Other Reserved Rights**

The Department reserves all rights described elsewhere in this ITN.

## **SECTION 3. SPECIFICATIONS**

### **3.1 Mandatory Requirements**

The Vendor must meet the Mandatory Requirements of **Section 4.2.2** and Appendix V. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

### **3.2 Minimum Programmatic Specifications**

#### **3.2.1 General Statement**

Consolidated Services will be provided to assist eligible refugees and entrants in effectively resettling and becoming economically self-sufficient as quickly as possible following arrival to the United States. Through the program, the Department seeks to ameliorate barriers to successful resettlement such as language barriers, lack of transferable work skills, limited work experiences, limited formal education, employment status challenges, trauma, chronic or acute medical issues, and mental health challenges. Specifically, the Vendor will manage through subcontracts with other providers, services to eligible populations in the service area. The services may include the following: outreach, employment, adult education services, integration assistance, youth, citizenship and immigration related employability services, and child care.

#### **3.2.2 Programmatic Authority**

This program is administered under the authority of section 402.86(1), Florida Statutes authorizing the department to administer 45 C.F.R. Part 400 (Health and Human Services Refugee Resettlement Program), 45 C.F.R. Part 401 (Cuban/Haitian Entrant Program), and the State of Florida's plan for the provision of refugee services through the RS Program. The Vendor must comply with all applicable state and federal laws, regulations, action transmittals, program instructions, review guides, and similar documentation, including, but not limited to, the applicable laws and regulations as outlined in any resulting contract.

The Vendor must comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance). The Vendor shall submit documents demonstrating compliance (see **Section 4.2.6** TAB 5 COMPANY QUALIFICATIONS AND EXPERIENCE for detailed requirements).

#### **3.2.3 Scope of Service**

Consolidated Services shall be provided to eligible refugees/entrants who reside in Duval County. Refugees/Entrants residing in neighboring counties where no RS-funded programs exist may also be served.

### **3.2.4 Major Program Goals**

The primary purpose of Consolidated Services is to promote the long-term economic self-sufficiency and social integration of eligible populations in as short a time period as possible.

The Department plans to contract with a single Vendor capable of developing, implementing, and managing a consolidated program that coordinates refugee services in Duval County. Services will be performed through subcontracts with providers in the area. The Vendor may provide direct services provided no other viable option exists. These services may include outreach, employment, adult education, youth, integration assistance, and citizenship and immigration related employability services, and child care. The Vendor must have the administration and management capabilities to subcontract with other service providers able to deliver services. The Vendor must have the organizational capacity and structure to manage numerous services over an entire county.

The Department's goal is to facilitate coordination of refugee services between agencies under contract by the United States Department of State to resettle refugees and other refugee-specific or mainstream community resources.

### **3.2.5 Contract Limits**

3.2.5.1 Services funded under any resulting contract shall be refugee/entrant specific services, designed to meet the needs of refugees/entrants.

3.2.5.2 Funds for any resulting contract may be administered under the terms of the Social Services Grant, Targeted Assistance Grant, and Discretionary Targeted Assistance Grant Program, and 45 C.F.R. Parts 400 and 401, and are subject to all grant and federal regulatory requirements. Discretionary funding and other sources may also be utilized if administered by the Department.

3.2.5.3 The Department reserves the right to alter or adjust the service locations and the number of clients and to add service priorities as needed.

### **3.2.6 Individuals to be Served**

3.2.6.1 Individuals to be served under the resulting contract are refugees and entrants residing in Duval County requiring Consolidated Services who have been in the United States for less than sixty (60) months, except for citizenship and naturalization services and referral and interpreter services as per 45 CFR 400.152 (b). Refugees/Entrants residing in neighboring counties where no RS-funded program exists may also be served. Depending on the resulting contract's specific funding source(s), other refugee/entrant groups may be eligible for services with additional requirements.

### **3.2.7 Eligibility**

3.2.7.1 Eligibility shall be determined as it is defined within 45 C.F.R. Parts 400 and 401 and other eligibility memoranda distributed by the Department. The Department has final authority on eligibility.

3.2.7.2 Eligibility Determination. The Vendor shall determine refugee/entrant program eligibility based on the individual's immigration status, country of origin and date of entry to the U.S. using original immigration documents provided by the individual. The period of eligibility is calculated from the individual's date of arrival in the U.S., with the exception of asylees, whose period of eligibility is calculated from the date asylum was granted, and victims of severe forms of trafficking whose eligibility is determined using the date on the ORR eligibility letter (children) or certification letter (adults). A legible copy (front and back) of immigration documentation verifying refugee/entrant eligibility is required to accurately determine eligibility. An eligibility guide describing specific determination information is available from the Department or by visiting the RS Program website at:

<http://www.myflfamilies.com/service-programs/refugee-services/eligibility-guide-refugee-service-providers>

3.2.7.3 Immigration Status Verification. In the event the Vendor utilizes the SAVE/VIS system, the Vendor shall follow the procedures for the system included in any resulting contract. Not-for-profit entities are not required to verify eligibility through the SAVE/VIS Program. Client documentation that provides proof of eligibility in accordance with RS guidelines is sufficient to provide services.

3.2.7.4 The Vendor shall not deny any services under any resulting contract to any individual because an individual refuses to provide his or her social security number (ORR State Letter #00-23).

### **3.2.8 Current Service Priorities**

Consolidated Services may be funded by ORR through refugee-specific grants. These funds shall be used to serve eligible populations residing in Duval County who have been in the United States for less than sixty (60) months.

### **3.2.9 Service Components Task List**

Consolidated Services involves developing, implementing, and managing a collaborative, consolidated service delivery system focused on promoting the long-term self-sufficiency and social integration of eligible refugees and entrants throughout a large county. The Vendor will be tasked with the full responsibility of managing and monitoring any and all subcontracts ensuring satisfactory performance. The Vendor must have a system of accountability in place to address potential performance issues of subcontracted providers.

The provision of direct client services by the Vendor is allowable if no other viable option is available.

**The following is a list of tasks the Vendor shall perform:**

3.2.9.1 Consolidated Services Transition Plan -A transition plan from the existing service delivery model to the chosen model to ensure the continuity of services provided to refugees/entrants in the service area. The plan shall include the following components:

3.2.9.1.1 All tasks and subtasks to be performed and a schedule for all deliverables;

- 3.2.9.1.2 The timeframe for the transfer of staff (if applicable), equipment, administrative services and functions, and a plan to ensure suitable contracts are in place with those partners that signed a memoranda of understanding. The list should be delineated by service;
- 3.2.9.1.3 Any additional services or functions required to ensure the seamless transition in service delivery and the Vendor's proposed means of implementation, including timeline;
- 3.2.9.1.4 Provisions and timetables for informing and educating staff, stakeholders, community partners, and others on issues relating to the transition; and
- 3.2.9.1.5 Provisions for the orderly transition and close-out of all contract documents, transfer of individual records, and case files from the previous refugee contract.

3.2.9.2 Consolidated Services Plan - The Vendor shall develop and implement a plan for Duval County that outlines a consolidated service delivery system for eligible populations and promotes integration in the community and facilitates coordination between agencies under contract to resettle refugees and refugee-specific or mainstream community resources. The plan, which will be updated yearly as necessary, shall address the program's primary goals of social integration and self-sufficiency. The plan must state in detail the Vendor's methods for serving eligible populations from diverse areas, with diverse languages, customs, and cultures and coordinating services in a geographically-large county with limited public transportation.

The plan should clearly identify the services that will be provided, plans to add/eliminate services based on arrival patterns, and the planned interaction with existing community and refugee-specific services.

The plan must outline the service delivery model that will be utilized and tailored to gauge the strengths and limitations of arriving populations. The service delivery model must be able to be easily modified, if needed, to effectively serve differing arrival populations. The plan must also include the unique needs of more-established eligible populations. It shall include the Vendor's detailed and streamlined process for providing and/or coordinating through agreements/subcontracts the delivery of all services and timetable for the transition of services. Services provided by mainstream community resources should be leveraged as much as possible. The plan must describe any and all processes and procedures employed to effectively and efficiently manage and monitor the administrative and programmatic functions of the chosen service delivery system. The Vendor shall coordinate and establish a streamlined process of sharing and planning among all service providers to reduce the burden of redundancy in paperwork, processes and/or conflicting plans/ goals for the programs participant that functions within the chosen service delivery model. The plan shall also include linkages, working agreements, and subcontracts that the Vendor will incorporate into the consolidated service delivery system including how the Vendor will ensure that clients experience a smooth transition of service delivery between relevant organizations.

- 3.2.9.3 Quality Management Plan - The Vendor shall implement a Quality Management Plan for the consolidated services program. The plan shall include the quality assurance and improvement activities to be conducted by the Vendor and all subcontracted organizations, the intervals at which they will be conducted, and the types of data that will be collected, analyzed, and reported. The goal of the Quality Management Plan shall be to improve long-term outcomes for all eligible populations in Duval County. The plan must outline the use of short-term outcomes and outputs to analyze trends and effects. The plan shall also include reporting to the Department on essential performance data and information, as well as any quality improvement activities for each grant reporting period (trimester, quarter, and semiannually).
- 3.2.9.4 Refugee Integration and Self-Sufficiency Annual Survey - The Vendor shall be responsible for administering surveys to refugees/entrants that have been in the U.S. for at least one (1) year. Surveys may be completed telephonically or in person. The Vendor may find it more effective to conduct surveys during instances of routine program participant contact such as appointments, follow-ups, and plan reviews. The Department will provide a list from which the Vendor will randomly select participants for the survey and survey content. Prior to surveying, the Vendor shall verify that the individual is on the list provided by the Department. The Vendor shall inform the individuals that their responses cannot and will not be linked back to them and that the survey is completely voluntary. The Department will determine the number of surveys to be completed and will provide the survey tool that will be used for data collection. The survey shall not be administered to those under the age of eighteen (18).
- 3.2.9.5 Intake - Prior to intake, eligibility must first be determined (see **Section 3.2.6** Individuals to be Served and **3.2.7** Eligibility Determination). Upon determination of eligibility, intake and initial data collection will be conducted including, but not limited to: legal name; alien number; social security number; current county of residence; date of birth; gender; race; religion; country of origin; immigration status; arrival date in the United States; port of entry; date of eligible status; and contact information of parent, family member, or other person significant to the client.

The Vendor or subcontracted provider shall request that the participant completes the Client Release of Information form (available from the Department) with an explanation of the purpose of the form and to whom the information may be released. The Client Release of Information form must be provided to participants in their native language per the Limited English Proficiency (LEP) policy referenced in any resulting contract. In the event of refusal to sign the form, the Vendor or subcontracted provider shall complete the Vendor Section of the form.

The Vendor or subcontracted provider shall conduct an intake on all individuals regardless of employment authorization status, or whether or not the individuals are receiving public benefits.

The Vendor or subcontracted provider shall obtain required signatures on the Department-approved intake form attesting to the accuracy of information and the acceptance of services. Forms must be provided to participants in their native language in compliance with the LEP policy referenced in any resulting contract.

The intake process must fit into the Vendor's chosen delivery system and may be either focused on one specific service, comprehensive (focusing on all available services), or another option, such as focusing on more than one specific service, but not all services.

3.2.9.6 Assessment- The assessment process must fit into the Vendor's or subcontracted provider's chosen delivery system and may be either focused, comprehensive, or other option. Assessments may include information to ascertain an individual's or family's current functioning in a multitude of areas including, but not limited to, employment, housing, transportation, health, life management, education, English and native language proficiency, and immigration. The presenting issues, strengths, and deficiencies will be evaluated. The assessment shall include a review of the history, employability, and immigration status of all individuals in the household, educational status of all children, and any occupational skills or certifications. The unique needs of youth may also be evaluated (social environment, performance in school, and strengths and deficiencies to successful integration).

3.2.9.7 Plan for Care – Within a prescribed time-frame, the Vendor or subcontracted provider shall complete or coordinate the completion of a plan for care based on the information ascertained during the assessment phase. The plan of care may include delivery of services and/or referral to appropriate services, or a combination of both options. The plan of care may be either focused, comprehensive, or another option and fit into the chosen lead agency model and selected service delivery plan. The Vendor or subcontracted provider may modify the length of time between assessment and plan development to prioritize those who have more immediate needs or are required to register for work to continue receiving benefits.

The plan shall address the issues identified in the assessment with an overarching goal of helping to achieve self-sufficiency and successful integration. The plan may include:

- 3.2.9.7.1 The employability plan outlined in 45 C.F.R. s. 400.79;
- 3.2.9.7.2 A determination of the total amount of income a particular individual or family unit would require to achieve economic self-sufficiency and a strategy and timetable for attaining that level of income;
- 3.2.9.7.3 Activities that will improve integration in the community, such as learning English, orientation, and involvement with other community organizations; and
- 3.2.9.7.4 Measurable goals and concrete action steps needed to attain those goals, time frames/target dates for each step, and staff responsible for the plan's implementation.

The plan shall be developed cooperatively with participants, with input from the case coordinator/manager as appropriate. The plan shall be developed using the concept of "risk-appropriate care" that addresses identified barriers or risk factors participants are unable to overcome without assistance. If the participant is capable of overcoming a specific risk factor or barrier without external intervention, then resources will not be used to resolve the barrier.

The Vendor or subcontracted provider shall provide a copy of the plan to the participant. The plan shall be reviewed at appropriate intervals with the participant and amended when necessary. Any revisions to the plan shall be signed by the participant.

3.2.9.8 Case File - For each client/family served, the Vendor shall ensure a case file is maintained that includes a detailed chronological account of service delivery that **may** include the following:

- 3.2.9.8.1 Eligibility documentation, including legible copy of the front and back (if applicable) of immigration documentation;
- 3.2.9.8.2 Intake documentation;
- 3.2.9.8.3 Client Release of Information Form;
- 3.2.9.8.4 Case notes, if applicable, including face-to-face contact, client activities, status in achieving goals, any changes in client or family situation, or any other issues that assist or hinder client progression;
- 3.2.9.8.5 Referral Information;
- 3.2.9.8.6 Termination of client services documentation (if closed);
- 3.2.9.8.7 Client Assessment(s);
- 3.2.9.8.8 Family Integration and Self-Sufficiency Plan (if applicable);
- 3.2.9.8.9 Employment Services documentation (e.g. information on clients' educational attainments, job referrals, follow-up documentation, client education and training activities, documentation of recertification/re-credentialing services, orientation sessions, and other activities);
- 3.2.9.8.10 Citizenship and Immigration Related Employability Services documentation (e.g. copies of applications filed with DHS and DOJ, responses from DHS or DOJ, and other activities);
- 3.2.9.8.11 Integration Assistance documentation; and
- 3.2.9.8.12 Youth Services documentation, if applicable; and
- 3.2.9.8.13 Documentation of additional services provided, such as translation/interpretation services, transportation assistance, etc.

3.2.9.9 Support Services and Referrals - The Vendor shall have established a network with other local service providers to ensure that the supportive service needs of program participants can be met. The Vendor shall refer to these services as client needs are identified. The Vendor shall ensure documentation is maintained in the individual client file of all referrals made for the client.

3.2.9.10 Termination of Client Services and Case Closure - The Vendor or subcontracted provider shall include a statement in the client's case file regarding the status of the client's case at closure, including an explanation of the reason(s) for closure and employment status, if known. The Vendor shall close a client's case when the client:

completes all objectives and no longer needs services; no longer meets the program's eligibility criteria; has provided written or verbal notification of withdrawal from the program; relocates out of the service area; ceases participation in the program for thirty (30) days or as appropriate for the particular service; participates but objectives are not achieved (unsuccessful closure); or passes away.

**The following is a list of services that may be offered under the Consolidated Services program. Any offered services shall be performed through subcontracts with qualified vendors. Services may be provided directly by the Vendor if no other viable alternative is available. Services shall comprise a flexible network of support, able to respond appropriately to burgeoning needs of eligible populations. All replies shall address each service listed, indicate if the service will be part of the array of services offered; explain the rationale behind the decision; provide options to add/eliminate the service based on fluctuating arrival numbers.**

**The Vendor shall ensure funds are spent on services unavailable through mainstream community resources. The Department is open to considering different service delivery systems that will maximize the effective delivery of services to refugees.**

3.2.9.11 Outreach - Activities conducted to familiarize potentially eligible individuals and local organizations with the available services being offered; explain the purpose of those services; and facilitate access to those services. The activities may include, but are not limited to, the development of brochures, posters, media advertisement, and public announcements regarding workshops or training. The Vendor shall submit all materials to the Department for review and approval thirty (30) calendar days prior to publication and dissemination.

3.2.9.12 Employment -Employment services may, at a minimum, include the following components:

3.2.9.12.1 Assess the local job market and develop employment opportunities appropriate to the needs and skills of the target populations. Identify and recruit potential employers. Develop and maintain an electronic system for recording job openings, employers, and job referrals. Establish agreements with employers for on-the-job training, group placements, and placements with built-in promotional sequences and health benefits.

3.2.9.12.2 Within a prescribed time-frame, develop an individual employability plan (45 CFR s 400.79) jointly with the participant. The plan should detail services intended to result in earliest possible employment and include identification of strengths and barriers, individualized and definite attainable employment objectives and goals, action steps and target dates to attain objectives and goals, support services and training needs, & pre-employment needs.

3.2.9.12.3 Within a prescribed time-frame, develop a family self-sufficiency plan addressing the employment-related needs for each employable member in a family to ensure each family reaches self-sufficiency.

3.2.9.12.4 Promptly and efficiently serve employable refugees/entrants that are receiving RCA. When a Vendor or subcontracted provider receives a

referral for an employable refugee/entrant receiving RCA, the Vendor shall immediately begin providing employment services. Within five (5) business days of receiving the referral, the Vendor or subcontracted provider shall sign all required RCA forms and conduct an intake. The Vendor or subcontracted provider must also help coordinate client enrollment, activities, and status updates for RCA and Welfare Transition (WT) clients with ACCESS Florida and/or CareerSource Florida according to their respective program guidelines and local agreements. The timelines of these tasks are essential so as to ensure that the client receives or continues to receive RCA benefits. The term “employable RCA client” is defined in Section 45 C.F.R s. 400.71 of the Code of Federal Regulations.

3.2.9.12.5 For all clients (those receiving benefits and those not receiving benefits), the Vendor or subcontracted provider must facilitate the development of resumes and the proper completion of job applications, and provide training/assistance for job interviews. Assist clients with job referrals, placements, and retention through employment orientation, placement services, and follow-up support. Job referrals and placements shall be for positions for which clients are qualified and, to the greatest degree possible, related to the client’s employment goals. Focus on referring/placing clients into full-time jobs which offer health insurance within six (6) months of employment.

3.2.9.12.6 Offer targeted client education and training activities to clients, which may include vocational training, short-term training, and on-the-job training. Any vocational training that is provided must be relevant to the local job market and lead to placement in field of study upon completion. Vocational training programs are limited to those that are intended to be completed in twelve (12) months or less, have documented progress, and are sufficient to obtain employment, as stated in 45 C.F.R. s. 400.146. The maximum number of vocational enrollment hours an eligible student can take shall not exceed 1,400 hours. This is a lifetime limit for each student.

The Vendor or subcontracted provider shall also monitor clients who have completed vocational training to see if completed training has led directly to employment placements.

3.2.9.12.7 Offer a career laddering program that works to strategically develop a career track for each client and outlines specific steps necessary for achieving agreed upon goals. Each step must include job targets and professional growth objectives detailing the planned education, training, and credentialing necessary to advance to the next step on the individual’s career ladder.

3.2.9.12.8 The Vendor or subcontracted provider may assist clients in skills re-certification, including diploma/degree evaluation, translation of documents, and other credentialing activities.

- 3.2.9.12.9 The Vendor or subcontracted provider may offer self-employment assistance and/or individual development accounts (IDAs) to refugees/entrants who would benefit from such services. Please note, IDAs will only be offered if funding is specifically and separately authorized through a waiver submitted by the Department on behalf of the Vendor, or through some other federal authorization.
- 3.2.9.12.10 Additional employability services may be provided in accordance with 45 C.F.R. ss. 400.154 and 400.155, the Department's State Plan, and the consolidated services plan.
- 3.2.9.13 Adult Education Services - The Vendor may offer these services through subcontract with an educational institution and/or develop a voucher system where the Vendor directly pays a client's tuition, and/or implements some other method of providing adult education services. Adult Education Services may include the following components:
- 3.2.9.13.1 Assess the client's English language ability and/or educational level through the use of standardized assessment instruments. Assess the client's educational needs to meet their employment and self-sufficiency goals.
  - 3.2.9.13.2 Ensure that clients are enrolled in the appropriate level of English Language Instruction (ELI) or other ELI-focused language acquisition programs best suited for the client, based on needs presented in the assessment results. If the mainstream classes offered through the local school board are not appropriate for the needs of the refugee population in the community, the Vendor or subcontracted provider may provide refugee-specific ELI classes. The Vendor shall outline in the consolidated services plan the types of refugee-specific classes to be offered, and the anticipated refugee-specific instructional hours to be provided.
  - 3.2.9.13.3 Ensure that clients are enrolled in general education that corresponds with the client's employability goals and provides competencies needed for entry into specific occupations or for advancement within an occupation.
  - 3.2.9.13.4 Track client progression assessment information through periodic testing, applicable pre/post-test scores, or course completions.
  - 3.2.9.13.5 Additional adult education services may be provided in accordance with 45 C.F.R. ss. 400.154 and 400.155, the Department's State Plan, and the consolidated services plan.
- 3.2.9.14 Citizenship and Immigration Related Employability Services - The Vendor or subcontracted provider may develop a method of delivering citizenship and immigration related employability services that shall, at a minimum, include the following components:
- 3.2.9.14.1 Prepare, file, and follow through on applications for immigration and related actions through the appropriate authority. Individuals must

already have an eligible status to receive legal services – they cannot be made eligible for service by filing a case to change their immigration status. A staff attorney or a Board of Immigration Appeals (BIA) accredited representative shall review all documentation prepared for clients. The following types of cases may be filed on behalf of the client:

- Residency (I-485) filed with DHS;
- Naturalization (N-400);
- Disability Waivers (N-648);
- Work Permits (I-765);
- Request for Parole Card (I-94);
- Parole Renewals;
- Asylum (I-589) Filed with DHS or the DOJ (Cubans and Haitians only);
- Fee Waiver Requests;
- Residency Waiver I-601 or I-602 Filed with DHS;
- Replace/Correct LPR Card (I-90);
- Request for Evidence;
- Special Immigrant Petition (I-360);
- Motion to Reopen/Reconsider;
- Change of Venue;
- Motion to Terminate;
- FOIA request; and
- Other cases/filings as approved by RS.

3.2.9.14.2 Document the application process from acceptance through resolution and keep the client informed of relevant events during the application process.

3.2.9.14.3 Determine the status of each case filed on behalf of a client and record the status in the Refugee Services Data System (RSDS) within thirty (30) days of verbal or written notification of the resolution. The Vendor or subcontracted provider shall record both the actual resolution date and the resolution notification date in RSDS for both positive and negative resolution.

3.2.9.14.4 Additional citizenship and immigration related employability services may be provided in accordance with 45 C.F.R. ss. 400.154 and 400.155, the Department’s State Plan, and the consolidated services plan.

3.2.9.15 Youth Services – The Vendor may develop a method of delivering a comprehensive youth program for clients ages 5-18, with a focus on those 16-19 years of age. Youth

activities may include case coordination/case management, tutoring/homework assistance, and referrals. The youth program may include the following minimum components:

- 3.2.9.15.1 An initial assessment to determine which youth are most in need of Youth Services;
- 3.2.9.15.2 A youth development plan that includes short-term and long-term goals with specific target dates;
- 3.2.9.15.3 A final assessment to be completed upon termination of client services with the purpose of evaluating the youth's achievement of programmatic goals, overall level of self-sufficiency, and integration;
- 3.2.9.15.4 A long-term assessment conducted every six (6) months after termination, up to three (3) years, or when the client's long-term goal has been met.
- 3.2.9.15.5 A vouchering system with private tutors or tutoring companies that includes negotiating costs, determining a payment system, validating service delivery, and maintaining follow-up with the entity to ensure services are delivered. Tutoring to high school students shall only be provided for core academic courses, which include English, Mathematics, Science, or Social studies. Tutoring may include homework assistance, test preparation, and individual or group tutoring. If youth qualify for other services in the community (i.e. free tutoring, free homework assistance, etc.), a voucher shall not be issued for payment of those services. When possible, the Vendor or subcontracted provider shall use free or reduced-cost services to conserve contract funds. The Vendor or subcontracted provider is responsible for distributing and paying for tutoring vouchers.
- 3.2.9.15.6 Facilitate and guide refugee youth ages 16-19 through two (2) service pathways depending on the needs and goals of the client. The pathways may be utilized in tandem. The Vendor or subcontracted provider shall work collaboratively with the client to develop a Youth Development Plan that outlines the client's short-term and long-term goals and puts that client on the appropriate service pathway. The two (2) service pathways are:
  - **Academic Pathway.** The goal of the academic pathway shall be graduating high school or obtaining a General Education Diploma (GED). As mentioned above, tutoring shall only be provided for core academic courses. Potential case management tasks involved in this pathway include, but are not limited to, conducting an academic assessment, providing tutoring services, testing to measure student progress, conducting monthly Youth Development Plan reviews, etc.
  - **Career Pathway.** The goal of the Career Pathway shall be the employment of the client and/or completion of vocational

studies leading to employment through coordination with the Vendor's consolidated services Employment Program. In collaboration with the Employment Program, the Vendor or subcontracted provider shall ensure that youth receive pre-employment training related to employment practices in the U.S., work culture, job expectations, how to deposit a check, sexual harassment in the workplace, resume building, appropriate attire, overtime compensation laws, and/or mock interviews.

3.2.9.15.7 Youth services, including services and service priorities, may change over the life of any resulting contract. Youth Services may be provided in accordance with 45 C.F.R. ss. 400.154 and 400.155 and the Department's Refugee State Plan. Any changes to Youth Services may be negotiated with the Vendor.

### 3.2.9.16 Integration Assistance Services-

#### 3.2.9.16.1 Information and Referral Services

The Vendor or subcontracted provider may assist individuals obtain information and access community resources. These resources include, but are not limited to, application for benefits through the Department's Economic Self-Sufficiency program, food banks, emergency assistance agencies, federally qualified health centers, mental health counseling, subsidized or income-sensitive housing, county health departments, KidCare, social security administration, transportation options, and other resources that would benefit the target population. The Vendor or subcontracted provider shall have the capacity to provide services in the languages of the resettling populations.

Services may be provided telephonically or on a walk-in basis. No formal refugee eligibility determination is required. No referral follow-up is required or necessary. A list including the name, country of origin, and immigration status for all served shall be maintained. (Client attestation suffices for this component.)

#### 3.2.9.16.2 Case Management Services

The Vendor or subcontracted provider may provide case management services to vulnerable refugees/entrants for a *maximum* time frame of six (6) months. Vulnerable refugees/entrants include those with unstable housing, frequent unemployment, no source of income, signs of domestic abuse, victim of torture or trauma, former refugee camp resident, over 55 years of age, unable to read and/or write in their native language, extremely limited formal education, no transferable job skills, acute and/or chronic medical conditions, and signs/symptoms of mental health issues. The Vendor shall develop a case management service delivery model that tailors evidence-based interventions to client need. The frequency and intensity of intervention would vary based on the need of the individual. A screening tool shall be employed to ensure only those refugees/entrants in need of services are served. The assessment would also gauge where strengths and deficits may exist. Individual/family case plans shall be updated on a continuous basis with attainable and measurable goals tied to challenges identified during assessment. (The screening tool, assessment, and case plan must fit into the Vendor's Consolidated Services plan.) The completion of the assessment and

the initial case plan shall occur within a prescribed time frame and developed with input from the client during a face-to-face interaction. The service delivery model shall facilitate services such that the clients are able to be transitioned to a community-based program or have needs sufficiently addressed for service closure. A successful closure will be defined using parameters specific to each case and further defined during the negotiation process.

Linkages to existing community resources providing similar services to the general population shall be strengthened and leveraged for optimum outcome for the refugee client.

Agreements with mental health counseling centers are encouraged. The utilization of mental health therapies in lieu of or in conjunction with traditional psychotherapy is encouraged. Art therapy and music therapy are two such examples. The Vendor or subcontracted provider is encouraged to be creative and consider therapies with evidence of efficacy here in the US that are traditional to the refugee population being served.

Home visits are encouraged to gain a deeper understanding of a client's strengths and challenges, to develop a greater trust relationship between case manager and client, and to provide clients the opportunity to be in a setting most comfortable to them; thereby, enhancing a client's receptiveness and adherence to interventions.

Services shall be focused on refugees/entrants who are unable to access needed services without assistance and who lack a support system.

Internal case staffing and/or multidisciplinary staffing are encouraged for clients whose needs are being addressed by multiple staff members and or services to enhance communication and service coordination.

#### Emergency Services

In the event a client demonstrates possible signs of being a threat to himself/herself or others, qualified staff shall be consulted and per the qualified staff member's professional judgment, the appropriate authorities shall be contacted immediately. Advocacy on behalf of the client is necessary to encourage the totality of the client's situation is respected by mental health professionals.

#### Emergency Housing Assistance

The Vendor or subcontracted provider may offer emergency housing assistance on a limited basis, depending on available funding. The funds are intended as a last resort to address homelessness or imminent homelessness. The Vendor or subcontracted provider shall adhere to emergency housing assistance requirements set by the Department such as evaluation of need, presentation of verifying documentation, payment tracking mechanism, and other requirements.

- 3.2.9.17 Orientation - The Vendor or subcontracted provider may provide or coordinate orientation services to new arrivals who have received an intake regardless of employment authorization status. Orientation services may include information on: (1) expectations regarding employment and services provided by the employment program, including job development, job referrals, vocational training, short-term

training, self-employment assistance, and on-the-job training (OJT); (2) the availability of assistance in preparing for interviews, job search techniques, developing resumes and completing job applications; (3) CareerSource activities required under the Temporary Assistance to Needy Family (TANF) program and sanctions to RCA and TANF for refusing to accept employment; (4) additional services available through the consolidated services program or offered by a partner refugee organization, including child care, English language training, vocational training, youth services, and legal services; and (5) information on the importance of health care, health insurance requirements per the Affordable Care Act, availability of health insurance through the health insurance marketplace, and how to access healthcare through the marketplace.

If the Vendor or subcontracted provider deems it necessary, a more in-depth orientation through hand-on, interactive, engaging workshops may be offered to refugees and entrants. The workshops should be focused on population groups being resettled. Settings may vary. Topics may include, but are not limited to, daily living skills, cultural adjustment, public transportation, and money management. These services should target refugees and entrants who are within their first 120 days of arrival.

3.2.9.18 Child Care Services - The Vendor or subcontracted provider may provide or coordinate subsidized child care services to eligible refugees/entrants participating in the refugee employment program, the refugee adult education program, or the ORR Matching Grant Program. Child care services must be safe, cost-effective, and family-friendly while assisting refugees and entrants in becoming or remaining economically self-sufficient. RS Program subsidized child care is a funding of last resort. A client must be determined ineligible for all other child care funding sources or be on a waiting list before accessing RS Program subsidized child care. If the refugees/entrants are on a waiting list, then the receipt of RS Program subsidized child care must not render them ineligible for other funding. In order to receive child care services, family income must be less than or equal to 185% of Federal Poverty Level guidelines at initial determination of eligibility and less than or equal to 200% of Federal Poverty Level guidelines at eligibility redetermination. Eligibility for child care must be determined both at initial enrollment and six (6) months following enrollment. If necessary and with Department approval, the Vendor may utilize a waiting list for refugees/entrants in need of subsidized child care services. If child care services are offered, the Vendor shall ensure that appropriate quality care options are made available to clients. Child care services shall be provided in licensed centers or homes as well as public school-based programs serving school age children. No client shall be eligible to receive RS Program subsidized child care services for an individual child in excess of twelve (12) consecutive calendar months counted from enrollment date.

3.2.9.19 Additional Tasks - The Vendor may provide additional services allowed under state and federal laws and regulations, particularly those outlined in 45 C.F.R. ss. 400.154 and 400.155, and state grant awards. Any such service shall be provided as agreed to in the Consolidated Services Plan. These services must contribute to the integration and self-sufficiency outcomes of refugees, and may include, but are not limited to translation services, interpreter services, transportation assistance, and emergency client assistance. Emergency client assistance may include housing and utility

assistance (excluding phone and cable), or other types of approved assistance. Funding for emergency client assistance requires the approval of the HHS/ORR through a waiver and will not be an allowable expense until approval is received by the Department.

### **3.2.10 Task Limits**

- 3.2.10.1 The Vendor shall not make stipend payments to a client under the terms of any resulting contract.
- 3.2.10.2 The Vendor shall not perform any tasks related to the program, other than those described in any resulting contract, without the express written consent of the Department.
- 3.2.10.3 The Vendor or subcontracted provider shall not deny any services under any resulting contract to any individual because an individual refuses to provide his or her social security number.
- 3.2.10.4 Not-for-profit entities are not required to verify eligibility through the SAVE/VIS Program. Client documentation that provides proof of eligibility in accordance with RS Program guidelines is sufficient to provide services.  
<http://www.myflfamilies.com/service-programs/refugee-services/eligibility-guide-refugee-service-providers>
- 3.2.10.5 Payment for vocational training under this contract is limited to programs intended to be completed in twelve (12) months or less, have documented progress, and are sufficient to obtain employment, as stated in 45 C.F.R. s. 400.146. The maximum number of vocational enrollment hours an eligible student can take shall not exceed 1,400 hours. This is a lifetime limit for each student.
- 3.2.10.6 Contract funds shall not be used by the Vendor to pay any service application fees due to a federal entity or to pay any court fees that are required to be paid by the client.
- 3.2.10.7 No civil litigation/representation against the Federal, State, or Local government shall be provided for matters other than immigration and immigration-related issues.
- 3.2.10.8 Before service provision of "Other Cases" for clients receiving "Citizenship and Immigration Related Employability Services", the Vendor shall request prior authorization from the Department.
- 3.2.10.9 Expiration of the contract period does not close cases. All pending services not resolved within the contract period will be carried over into the next contract period or referred to another provider.
- 3.2.10.10 Tasks and task descriptions may change over the life of the contract to comply with new regulations, laws, grant requirements and funding.

### **3.2.11 Staffing Levels**

- 3.2.11.1 The Vendor shall ensure adequate program staffing for technical, administrative, and clerical support. The Vendor shall maintain an adequate administrative

organizational structure and support staff sufficient to discharge its contractual responsibilities.

- 3.2.11.2 The staffing levels that the Vendor includes in the budget (Appendices VII - XI) shall be sustained throughout the resulting contract period(s). In the event the Department determines that the Vendor's staffing levels do not conform to those set forth in the project budget summary, it will advise the Vendor in writing and the Vendor shall have thirty (30) calendar days to remedy the identified staffing deficiencies.
- 3.2.11.3 The Vendor must have the capacity and flexibility to efficiently hire new qualified staff members as necessary.

### **3.2.12 Staffing Changes**

The Vendor may make staffing changes for those staff funded either in whole or in part with funds from any resulting contract only with the prior notification and review by the Department. The Vendor shall replace, on the project, any employee whose continued presence would be detrimental to the success of the project with an employee of equal or superior qualifications.

### **3.2.13 Professional Qualifications**

- 3.2.13.1 Professional and paraprofessional staff shall be qualified, as detailed in the job description, in a field appropriate to the services being provided under this contract.
- 3.2.13.2 The Vendor shall require a security background screening and five-year employment rescreening in accordance with Chapter 435, Florida Statutes, for all program personnel, mentors, and volunteers who work with clients under age eighteen (18) served by the Vendor. Security background investigation documentation shall be maintained on file with the Vendor's employment records.
- 3.2.13.3 The Vendor shall maintain staff for data and quality management functions who possess experience with computer-based information systems, technical assistance, and knowledge of the organization's system design. The Department reserves the right to request the resume of data staff to ensure qualifications are appropriate for the position.
- 3.2.13.4 For Integration Assistance services, the Vendor shall give preference to professional social workers (with, at a minimum, a bachelor of science/ arts degree in Social Work) or those with extensive experience providing social work services to disenfranchised groups.
- 3.2.13.5 For Citizenship and Immigration-Related Employability Services, the Vendor shall have on staff or subcontract a licensed attorney who is a member in good standing of the bar of the highest court of any state, possession, territory, or commonwealth of the United States, or the District of Columbia.
- 3.2.13.6 For legal services, any paralegals or law school interns assigned to tasks related to any related contract must meet the minimum standards outlined below:
  - A representative currently fully or partially accredited by the Board of Immigration Appeals who is affiliated with an

organization that has been recognized by the Board of Immigration Appeals.

- A paralegal registered with the Florida Registered Paralegal Program who works under the direct supervision of a licensed attorney in good standing with the applicable State Bar, on staff or subcontracted through the Vendor.
- A law school intern certified by the Florida Bar or law graduate clerk from an accredited law school, and under the supervision of a licensed attorney.

### **3.2.14 Subcontractors**

- 3.2.14.1 The Vendor must subcontract for the provision of all direct client services not specifically required to be performed by the vendor, unless no other viable option is available, subject to the Department's **Standard Integrated Contract found in Section 4.3 of the 2016 version. The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime contractor.** Subcontracting shall in no way relieve the Vendor of any responsibility for performance of its duties under the terms of any resulting contract.
- 3.2.14.2 The Vendor shall execute contracts for subcontracted services within ninety (90) days of the contract or budget amendment execution date. In the case of an anticipated delay in meeting this requirement, the Vendor shall submit a written request for an extension to the Department's contract manager prior to the expiration of the ninety (90) day deadline. Within thirty (30) days of executing contracts for subcontracted services, the Vendor shall provide the Department's contract manager copies of the executed subcontract.
- 3.2.14.3 The Vendor shall include in all appropriate subcontract agreements: a detailed scope of work; clear and specific deliverables; performance standards; sanctions for non-performance; programmatic monitoring requirements; fiscal monitoring requirements; and detailed documentation requirements. The Vendor's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds. The Vendor shall ensure that all subcontractors have a representative attend a majority of local Refugee Taskforce meetings.

### **3.2.15 Service Delivery Location**

Under the terms of any resulting contract, the Vendor shall administer, coordinate, and ensure availability and delivery of services in its respective awarded service area(s) (i.e. Duval County), and in some instances, neighboring counties as specified in any resulting contract.

### **3.2.16 Changes in Location**

The Vendor shall request approval from the Department, in writing, a minimum of thirty (30) calendar days prior to making changes in location, or any change which will affect the Department's ability to contact the Vendor by telephone, electronic mail, or facsimile transmission.

### **3.2.17 Service Times**

- 3.2.17.1 Services shall be provided, at a minimum, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Time Zone, except for state recognized holidays. Because many clients can be better served with extended hours, the Vendor is encouraged to offer evening and weekend service times.
- 3.2.17.2 Any changes in service times and any additional holidays that the Vendor would like to observe must be included in the reply and approved in writing by the Department.
- 3.2.17.3 Services are expected to be provided through the full term of the contract. The Vendor is expected to manage staff and intakes to ensure the availability of services to priority clients through the entire contract period.

### **3.2.18 Equipment**

The Vendor shall list all property/equipment purchased under any resulting contract on a property/equipment inventory list, which will be provided by the Department to the Vendor. Vendors must include any consideration for costs associated with the provision of equipment in the reply.

### **3.2.19 Deliverables**

- 3.2.19.1 The tasks described in **Section 3.2.9** shall be used to establish service units in any resulting contract(s). Deliverables may be further negotiated with the Vendor.
- 3.2.19.2 Services that each Vendor may be required to render may differ from the other Vendors and the determination of services each Vendor is required to perform shall be at the sole discretion of the Department.

### **3.2.20 Records and Documentation**

- 3.2.20.1 Client Records - The Vendor shall maintain records documenting the total number of clients and names (or unique identifiers) of clients to whom services were provided under the terms of any resulting contract and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained. The Vendor shall also furnish, upon request, such information as may be required to verify that the client's eligibility was determined in accordance with RS and the ORR requirements.
- 3.2.20.2 Format Requirements - Submission of documents produced by the successful Vendor to satisfy the requirements of this section must be submitted to the Department in Microsoft Office product format in the versions used by the Department at the time of submission, currently MS Project 2007 or newer version, MS Word 2007 or newer version, MS Excel 2007 or newer version.
- 3.2.20.3 Confidentiality of Records - The Vendor shall maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. Except as provided by law, the Vendor further agrees to hold the Department harmless from any claim or damage, including reasonable attorney(s) fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the Vendor of confidential records, whether public record or not, and promises to defend the Department against the same at its expense.

- 3.2.20.4 Access to Records - The Vendor shall maintain all records required to be maintained pursuant to any resulting contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.
- 3.2.20.5 Separation of Client Records - Client records for any resulting contract must be maintained separately from client records of other projects. Inactive or closed client records must be maintained separately from active client records. Client records must not be taken from the service site without written Departmental approval.

### 3.2.21 Reporting

- 3.2.21.1 Required Reporting Submission - The Vendor shall submit the following reports at a minimum, according to the requirements specified. In the case of an anticipated delay in meeting this requirement, the Vendor shall submit a written justification for the delay and a request for an extension to the Department prior to the expiration of the submission deadline. Only submittals received by the due date or pursuant to an approved extension will be considered timely. All due dates not specifically identified are calendar days. The contract manager will furnish the report formats and instructions to the Vendor.

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due
Electronic Data as specified in Web-RS User Guide	Monthly	10 <sup>th</sup> day of each month	N/A
Invoice	Monthly	20 <sup>th</sup> day of each month	1 electronic and 1 hard copy
Performance Payment Invoice	Monthly	20 <sup>th</sup> day of each month	1 electronic and 1 hard copy
Narrative Report	Every 4 months	Three times per contract year February 10; June 10; and October 10	1 electronic and 1 hard copy
Actual Expenditure Report	Quarterly	Three times per contract year February 10; June 10; and October 10	1 electronic and 1 hard copy

<b>Report Title</b>	<b>Reporting Frequency</b>	<b>Report Due Date</b>	<b>Number of Copies Due</b>
Limited English Proficiency (LEP) Policy	Annually	Within 60 days of the contract effective date and the LEP Policy Questionnaire annually thereafter	1 electronic and 1 hard copy
Financial and Compliance Audit and accompanying management letter	Annually	Within 180 days following Vendor's fiscal year end or within 30 days of Vendor's receipt of the audit report, whichever occurs first	1 electronic copy to the contract manager 1 electronic copy to Inspector General
Inventory Report	Annually	Annually and 30 days prior to completion of contract	1 electronic and 1 hard copy
Emergency Preparedness Plan	Annually	Within 30 days of contract execution and annually thereafter	1 electronic and 1 hard copy
Civil Rights Compliance Checklist	Annually	Within 30 days of contract execution and annually thereafter	1 hard copy
Proof of Liability Insurance	Annually	Within 30 days of contract execution and annually thereafter	1 hard copy
Support of the Deaf and Hard of Hearing as specified in Section 9.3.2 of the Integrated Contract	Monthly	5 <sup>th</sup> working day of each month	The Office of Civil Rights Form Site: <a href="https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html">https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html</a>
Federal Funding Accountability and Transparency Act (FFATA) (DCF Form CF1111)	Annually	Prior to contract execution and annually thereafter	1 electronic and 1 hard copy

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due
Employment Screening Affidavit	Annually	July 31	1 electronic and 1 hard copy
Quality Management Plan	60 days after contract effective date	December 1, 2018	1 electronic and 1 hard copy

- 3.2.21.2 Additional Reporting Requirements - The Vendor shall provide additional reporting pertaining to the services rendered in any resulting contract should the Department determine this to be necessary.
- 3.2.21.3 Acceptance of Reports - Where any resulting contract requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance in writing of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in any resulting contract. The Department, at its option, may allow additional time within which the Vendor may remedy the objections noted by the Department or the opportunity to complete, make adequate, or acceptable, or declare any resulting contract to be in default.

### 3.2.22 Electronic Data

The Vendor shall use the RSDS and the Web-RS application to submit electronic data with the required data elements as specified in the Web-RS Application User Guide or any subsequent revisions to this guide without the requirement of a contract amendment. The Vendor shall submit electronic data via direct entry into the Web-RS or via batch interface, as required by RS.

- 3.2.22.1 Data Entry Deadlines - The Vendor shall submit to the Department data specified in the resulting contract in accordance with the preceding schedule, except in emergency circumstances as approved by the Director of RS. If the Department deems it necessary, DCF RS will produce the official data report from the Vendor's electronic data the first business day following the submission deadline for the previous period's data as noted in the preceding schedule. The reports produced by RS are the official record of deliverables and overall program performance, unless notified immediately of discrepancies.
- 3.2.22.2 Data Integrity - If notified by RS of reporting discrepancies, the Vendor has three (3) business days from the date of notification of the errors to correct and return the electronic data. If discrepancies are reported by the Vendor, the Vendor shall correct and return the electronic data within three (3) business days of the notification. The Vendor shall notify the Department when corrections are needed and again when corrections are completed. Following completion of data correction, RS will provide the official report the following business day. The final report becomes the official report.

**3.2.23 Reporting Responsibilities** - It is the Vendor's responsibility to ensure that data is entered accurately and timely and that reports are acceptable and submitted timely. Continued inaccurate or late reporting of data and/or continued submission of unacceptable or late reports may result in corrective action and may require financial penalties as provided in **Section 6.1 of the Standard Integrated Contract** and place the Vendor in breach of contract

**3.2.24 Performance Measures**

Below are sample performance measures for a contract resulting from this ITN. The Vendor is encouraged to propose other performance measures which may benefit the quality of service delivery. The Department may negotiate different minimum acceptable performance standards and/or additional or fewer performance measures.

As instructed in **Section 4.2.5 TAB 4** of the ITN, the Department requests that the Vendor propose appropriate percentages for the performance measures listed below. The Vendor must justify its reasoning for each of the proposed percentages.

The following measures are to be based on unduplicated clients served within the contract period:

- 3.2.24.1 At least \_\_\_ percent of active unemployed clients in employment program awaiting job placement shall receive at least one job placement.
- 3.2.24.2 At least \_\_\_ percent of placed clients in employment program shall be employed at the 90-day follow-up.
- 3.2.24.3 At least \_\_\_ percent of active unemployed first year clients in employment program awaiting job placement shall have at least one job placement.
- 3.2.24.4 At least \_\_\_ percent of clients within their first year of arrival in the U.S. who received employment services resulting in a job placement shall be employed at the 90-day follow-up.
- 3.2.24.5 At least \_\_\_ percent of RCA clients required to register for work shall receive an intake within 60 days of RCA approval.
- 3.2.24.6 At least \_\_\_ percent of employability status clients for whom an application is submitted are granted Employment Authorization Documents within eight (8) months of filing an application with the appropriate agency.
- 3.2.24.7 At least \_\_\_ percent of employability status clients for whom an application for Legal Permanent Residency was filed are granted residency within eighteen (18) months of filing an application with the appropriate agency.
- 3.2.24.8 At least \_\_\_ percent of youth in youth program having received tutoring or homework assistance prior to the current academic quarter shall maintain or improve their GPAs based on each report card reported in the current academic quarter.
- 3.2.24.9 At least \_\_\_ percent of school-enrolled youth in youth program pursuing a high school diploma and receiving tutoring services in the current school year shall either be promoted to the next grade level or graduate high school.
- 3.2.24.10 At least \_\_\_ percent of youth clients placed in employment shall be employed at the 90-day follow-up.

- 3.2.24.11 At least \_\_\_ percent of youth clients shall report that they are employed or enrolled in post-secondary education or high school at the twelve (12) month long-term assessment.
- 3.2.24.12 At least \_\_\_percent of integration assistance clients with housing as an issue shall have permanent housing at 4 months after intake or assessment.
- 3.2.24.13 At least \_\_\_percent of integration assistance clients with a medical/mental health as primary issue shall have access to health care (sliding scale or insurance), have a plan of care for treatment of the issue, have attended no fewer than one appointment with a medical/mental health professional, is capable of arranging own transportation, is able to obtain needed medications at 5 months after intake.
- 3.2.24.14 At least \_\_\_percent of integration assistance clients receive assistance with employment authorization, application for benefits (SSI, TANF, Food Assistance, RCA, Medicaid), and employment intake at 60 days after integration assistance intake.

**3.2.25 Performance Evaluation Methodology**

The calculation of the performance standards shall be determined monthly, quarterly and yearly for each Federal Fiscal Year (FFY) within the contract period. For any and all performance measures suggested in the reply, the following format shall be used:

3.2.25.1 The calculation for the sample performance standard detailed in **Section 3.2.24.1** is:

$$\left( \frac{\text{\# of clients with at least one job placement}}{\text{\# of active unemployed clients awaiting job placement}} \right) \times 100 \geq \text{\_\_\_\%}$$

3.2.25.2 The calculation for the sample performance standard detailed in **Section 3.2.24.2** is:

$$\left( \frac{\text{\# of placed clients employed at 90-day follow-up}}{\text{\# of 90-day follow-ups due to be completed}} \right) \times 100 \geq \text{\_\_\_\%}$$

3.2.25.3 The calculation for the sample performance standard detailed in **Section 3.2.24.3** is:

$$\left( \frac{\text{\# of first year clients with at least one job placement}}{\text{\# of active first-year clients awaiting job placement}} \right) \times 100 \geq \text{\_\_\_\%}$$

3.2.25.4 The calculation for the sample performance standard detailed in **Section 3.2.24.4** is:

$$\left( \frac{\text{\# of clients within their first year of arrival to the U.S. who received employment services resulting in a job placement who are employed at the 90-day follow-up}}{\text{\# of clients within their first year of arrival to the U.S. who received employment services resulting in a job placement}} \right) \times 100 \geq \text{\_\_\_\%}$$



3.2.25.9 The calculation for the sample performance standard detailed in **Section 3.2.24.9** is:

$$\frac{\text{\# of school enrolled youth pursuing a high school diploma and receiving tutoring services in the current school year who promote to the next grade or graduate high school}}{\text{\# of school-enrolled youth pursuing a high school diploma and receiving tutoring services in the current school year}} \times 100 \geq \text{\_\_\_\%}$$

3.2.25.10 The calculation for the sample performance standard detailed in **Section 3.2.24.10** is:

$$\frac{\text{\# of youth clients in the career pathway employed at the 90-day follow-up performed in the current report period}}{\text{\# of youth clients placed in employment in the career pathway having first placement date in prior 90-day period}} \times 100 \geq \text{\_\_\_\%}$$

3.2.25.11 The calculation for the sample performance standard detailed in **Section 3.2.24.11** is:

$$\frac{\text{\# of clients who report that they are employed or enrolled on post-secondary education or high school at the twelve (12) month long-term assessment.}}{\text{\# of clients who should have received a twelve (12) month long-term assessment.}} \times 100 \geq \text{\_\_\_\%}$$

3.2.25.12 The calculation for the sample performance standard detailed in **Section 3.2.24.12**

$$\frac{\text{\# of clients who have permanent housing at four (4) months after intake or assessment}}{\text{\# of clients who have housing as an issue upon intake or assessment}} \times 100 \geq \text{\_\_\_\%}$$

3.2.25.13 The calculation for the sample performance standard detailed in **Section 3.2.24.13** is:

$$\frac{\text{\# of clients with medical/mental health as primary presenting issue have a plan of care for treatment of the issue, has attended no fewer than one appointment with a medical/mental health professional, is capable of arranging own transportation, is able to obtain needed medication at five (5) months after intake or assessment}}{\text{\# of refugees/entrants with medical/mental health as primary issue at intake or assessment.}} \times 100 \geq \text{\_\_\_\%}$$



Accountability Act (HIPAA), and Safeguards Regarding the Use and Disclosure of Client Data.

3.2.26.6. **Vendor Responsibilities.** The Vendor is solely and uniquely responsible for the satisfactory performance of the tasks described in this ITN. Submission of a reply signifies acceptance by the Vendor that it accepts all Departmental requirements, terms and conditions in this ITN and in the Department's Standard Integrated Contract. A draft version of the contract will be available as separate documents on the Vendor Bid System along with the advertisement for this ITN. By execution of any resulting contract, the Vendor recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance thereof. In addition, the Vendor assumes full responsibility for the acts of all subcontractors.

3.2.26.7. If at any time the contract is canceled, terminated, or expires, and a contract is subsequently executed with an entity other than the Vendor, the Vendor will have an affirmative obligation to assist in the smooth transition of contract services to the subsequent contractor.

### **3.2.27. Coordination with Other Entities**

3.2.27.1. The Department may undertake additional related work either directly or by contract. The Vendor shall fully cooperate with other such Vendors, Department employees, community based organizations, and other service organizations that provide services to refugees. The failure of other contractors or entities to cooperate or properly perform service does not relieve the Vendor of any accountability for tasks or services that the Vendor is obligated to perform pursuant to any contract that may result from this ITN.

3.2.27.2. The Vendor shall attend the scheduled Refugee Task Force meetings for their service delivery area(s). The Vendor shall be present at, shall participate in, and shall collaborate with other social service agencies at the meetings.

### **3.2.28. E-Verify**

Pursuant to Executive Order 11-116 issued by the Governor's Office, the Vendor, if not already registered, will be required to register for the Federal E-verify system as specified in any resulting contract.

### **3.2.29. Department Obligations**

3.2.29.1. Upon written request, the Department will provide technical assistance to the Vendor's staff in the implementation of Consolidated Services.

3.2.29.2. The Department's contract manager will review the Vendor's invoice requests within five (5) business days of receipt and will either approve the invoice request or contact the Vendor by telephone or email to remedy invoice deficiencies. The invoice must be submitted in detail sufficient for a pre-audit or post-audit thereof.

3.2.29.3. **SAVE/VIS Program.** If the Vendor chooses to use the SAVE/VIS Program, the Department will request user access to the SAVE/VIS Program for the Vendor and forward pertinent connection and operating information. The Department will

make available to the Vendor the telephone number of the CSC VIS help desk and will deliver to the Vendor relevant training information regarding the use of the SAVE/VIS Program for primary and secondary verification and information on DHS policies regarding data protection.

### **3.2.30. Monitoring Requirements**

- 3.2.30.1. The Vendor will be monitored in accordance with Children and Families Operating Procedure 75-8 (CFOP 75-8), Contract Monitoring Operating Procedures, a copy of which may be obtained from the contact person listed in **Section 1.4**.
- 3.2.30.2. The Vendor will be monitored on its performance of all tasks and special provisions of any resulting contract.
- 3.2.30.3. The Vendor's actual expenditure report may be monitored for accuracy and compliance with federal or state financial regulations.

### **3.2.31. Dispute Resolution**

It is desired that the selected Vendor and Department shall agree to cooperate in resolving any differences concerning performance or in interpreting the resulting contract. Within five (5) working days of the execution of a contract for services, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make written recommendations to the Secretary who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action shall be a state court of competent jurisdiction in Leon County, Florida and all parties shall consent to jurisdiction.

## **3.3. Minimum Financial Specifications**

### **3.3.1. Funding Sources**

This project is funded by ORR through the Refugee Act of 1980 (PL 96-212) as amended, and Title V (The Fascell/Stone Amendment) of the Refugee Education Assistance Act of 1980 (PL 96-422). In the event that federal funding is made available from sources other than HHS, the Department reserves the right to utilize available funding in the best interest of the State. The Department reserves the right to shift available funding from locations of lesser need to locations of greater need at any time, and to shift available funding from one contractor to another serving such locations.

### **3.3.2. Allowable Costs**

Only costs that are allowable are permitted under this contract. In the Vendor's reply, the Vendor will include only those costs identified as allowable costs in accordance with the appropriate federal regulations governing cost principles and audit requirements for federal awards. See 2 C.F.R. Chapters I and II, Parts 200, 215, 220, 225, and 230 as applicable. Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, and A-122 were superseded, 78 FR 78590-01 (Dec. 2013). The Vendor shall be cognizant of these regulations when completing

the Line Item Budget, the Budget Narrative, the Fixed Price Budget Worksheet, and the Cost Allocation Plan (See **Section 4.3.3**).

**3.3.3. Funding for Services Only**

There will be no funds awarded or associated with the resulting contract for start-up or readiness activities. Such costs will be borne exclusively by the Vendor.

**3.4. Vendor Registration in MyFloridaMarketPlace**

To be paid, each Vendor doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under Rule 60A-1030(3), Florida Administrative Code. Vendors not subject to registration requirements should include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the reply; however, proof of registration or exemption must be provided prior to execution of the contract, if any.

**3.5. Composition of the Contract**

The contract awarded as a result of this ITN will be composed of:

**3.5.1. Department's Standard Integrated Contract**

The Department's Standard Integrated Contract contains general contract terms and conditions required by the Department for all Vendors. In addition, the Department's Standard Integrated Contract contains additional contract terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation.

**3.5.2. Form PUR 1000**

Form PUR 1000 is attached by reference into the Department's Standard Integrated Contract. The Form PUR 1000 contains standard terms and conditions that will apply to the contract which results from the solicitation. Form PUR 1000 is available at:

[http://www.dms.myflorida.com/media/purchasing/pur\\_forms/1000\\_pdf](http://www.dms.myflorida.com/media/purchasing/pur_forms/1000_pdf).

**3.5.3. Other Attachments or Exhibits**

All other attachments and exhibits to the Department's Standard Integrated Contract referenced in this ITN shall also be part of the resulting contract, if any.

**3.6. Order of Precedence**

In the event of conflict among the foregoing contract documents, the following order of precedence will apply. The reply submitted in response to this ITN and any additional submittals may be incorporated into or attached to the contract but will not change the provisions or order of precedence outlined below.

**3.6.1. The Department's Standard Integrated Contract Part 1 and 2**

3.6.2. The Vendor's reply and any additional submittals, if incorporated into or attached to the contract.

**SECTION 4 INSTRUCTIONS FOR RESPONDING TO THE ITN**

**4.1. How to Submit a Reply**

#### **4.1.1 Mandatory Reply Deadline**

All replies must be received by the Procurement Manager by the deadline and at the address set forth in **Section 2.5**. The Vendor must choose the appropriate means for delivery, and is exclusively responsible for receipt of the reply by the Procurement Manager. Late replies will not be evaluated. See also **Section 2.9.1**.

#### **4.1.2 Electronic Transmittal of Replies Not Accepted**

Facsimile or electronic transmissions of replies will not be accepted.

#### **4.1.3 Reply Amendments**

Any amendments to the reply as originally submitted by the Vendor, not required by the Department, must comply with the requirements of this section and must be received by the deadline specified in **Section 2.5**.

#### **4.1.4 Number of Copies Required and Format for Submittal**

Vendors shall submit **one (1) original** and **three (3) hard copies** of the Programmatic Reply and **one (1) original** and **one (1) hard copy** of the Financial Reply. The original Programmatic Reply and the Financial Reply submitted to the Department must contain an original signature of an official authorized to bind the Vendor to the reply. **Two (2) electronic copies** (on CD-ROM or USB flash drive) of the reply, each containing both parts of the reply (Programmatic and Financial), identical to the hard copies, must also be submitted with the hard copies.

#### **4.1.5 Replies to be in Sealed Container**

All original, hard copies and electronic copies of the Vendor Replies must be submitted in a sealed container. The container must be clearly marked with the title of the reply, the ITN number, the Vendor's name, and identification of enclosed documents (i.e., Programmatic Reply and Financial Reply for Consolidated Refugee Services for Refugees and Entrants in Duval County). The original reply must be clearly marked as the original, and the copies identified and numbered (i.e., original, copy #1 of 3, etc.).

#### **4.1.6 Hard-copy Reply Format**

Replies must be typed, single-spaced, on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The reply must be bound, labeled and submitted in Tabbed **Section 4.2** for the Programmatic Reply and **Section 4.3** for the Financial Reply.

#### **4.1.7 Electronic Copy Format**

The required electronic format of the reply must be on non-rewritable CD-ROM or USB flash drive. The software used to produce the electronic files must be Adobe portable document format ("pdf"), version 6.0 or higher. The Department must be able to open and view the reply utilizing Adobe Acrobat, version 9.0. The electronic copies must be identical to the original reply submitted, including the format, sequence and section headings identified in this ITN. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non-"original" hard copy versions of the reply in the event of any discrepancy. If a discrepancy is found between the hard copy

reply marked “original” and any of the electronic versions submitted on CD-ROM or USB flash, the Department reserves the right, at its sole discretion, to reject the entire reply.

## **4.2 Content of the Programmatic Reply**

### **4.2.1 Programmatic Reply Title Page**

The first page of the reply shall be a Title Page that contains the following information:

- A. Title of reply;
- B. ITN number;
- C. Prospective Vendor’s name and federal tax identification number;
- D. Name, title, telephone number and address of person who can respond to inquiries regarding the reply;
- E. Name of program coordinator (if known); and
- F. Name, title, telephone number, mailing and email address of person who can respond to inquiries regarding the reply.

### **4.2.2 TAB 1: OTHER MANDATORY REQUIREMENTS**

The following are the Mandatory Requirements for this ITN:

#### **4.2.2.1 Certificate of Signature Authority**

The reply must include a signed certificate (**APPENDIX II**), completing either Section A (or providing a corporate resolution or other duly executed certification issued in the Vendor’s normal course of business) or Section B, demonstrating the person signing the reply and its statements and certifications is authorized to make such representations and to bind the Vendor.

#### **4.2.2.2 Mandatory Certifications**

The reply must include a Mandatory Certifications - Master Certification (**APPENDIX III**) signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor and the “true” box must be checked next to each of the Certifications (a) through (l).

#### **4.2.2.3 Tie Breaking Certifications**

The reply may include the Master Certification - Tie Breaking Certifications (also in **APPENDIX III**). The Vendor may check the “true” box for any or all Tie Breaking Certifications identified in **APPENDIX III** (m) through (p) for which a Vendor qualifies. Completion of the Tie Breaking Certifications is mandatory for qualifying Vendors if the Vendor does not desire to waive all rights to consideration of a “tie breaker.”

### **4.2.3 TAB 2: TABLE OF CONTENTS**

### **4.2.4 TAB 3: EXECUTIVE OVERVIEW (Limited to 4 pages)**

The Vendor shall provide a brief executive overview demonstrating an understanding of the ITN purpose stated in **Section 1.2**, and the needs specified in this ITN. The Vendor shall also

demonstrate a strong understanding of the overall goals of the program. The Executive Overview should include a brief description of the Vendor's organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications and completing Deliverables as defined in this ITN.

#### **4.2.5 TAB 4: SERVICES APPROACH AND SOLUTION (Limited to 50 pages)**

The Vendor shall describe its approach to performing the tasks described in **Sections 3.2.9 and 3.2.23 - 3.2.25** and how it will meet all of the Department's detailed requirements. Specifically, the Vendor must clearly articulate the superior methods it will employ to develop, implement, and manage a collaborative, consolidated service delivery system that focuses on managing services through the chosen service delivery method the services outlined in this ITN. The Vendor must describe in detail how subcontracted Vendors will be capable of meeting the Department's detailed requirements. The Vendor must outline how subcontracted providers will be held accountable if performance standards are not met.

To facilitate the ITN evaluation process, Vendors should format their replies in a way that clearly delineates each task and service. All tasks and services should be addressed. Justifications and rationales behind decisions should be clearly described. Vendors should include rationale for not offering certain direct client services and should clearly describe whether the service could be added to the array of available services based on need and fluctuating arrival patterns. Certain tasks are mandatory and must be performed. Letters A, C, & D are mandatory tasks. Letter B must be addressed thoroughly. Letters F and G are mandatory components of the program. Please ensure that responses to each of the sections below (Section A through T) are clear, thorough, and concise.

##### **A. Consolidated Refugee Services Transition Plan**

Describe how the Transition Plan will be developed and implemented in the service area. Explain how this plan will ensure a smooth continuity of services for refugees and entrants already enrolled in refugee services programs in Duval County. Present a draft of the Vendor's Consolidated Services Transition Plan that includes timeframes for the transition of services and a detailed schedule outlining the transfer of staff, equipment, and administrative services and functions. Include all memoranda of understanding with service providers that will form the network of refugee consolidated services; describe the process the Vendor will employ to enter into subcontracts with those providers; and include any signed agreements with providers that will serve refugees within the Consolidated Services Network. Describe how the Vendor will coordinate the transition of services with current providers, if needed. Explain when each step of the transition process will take place. Outline provisions and a timetable for informing/educating staff, stakeholders, community partners, and others on issues related to the transition. Describe how the Consolidated Services Transition Plan will ensure the orderly transition and close-out of all contract documents, the transfer of applicant and client records, and the relocation of any case files from previous vendors, if needed.

##### **B. Service Area and Population**

Describe the geographic area in which the Vendor is currently operational. Does the Vendor have experience providing refugee services or other applicable services in the service area or other areas in Florida? If so, describe each.

Describe where the service site(s) will be located. Explain why/how the proposed location(s) will best meet the needs of the population. Identify the hours of operation for service sites. Explain how these hours are convenient for the refugee/entrant population.

Describe in detail the refugee/entrant populations residing in Duval County. List the challenges these populations face. Describe the specific needs of the refugee/entrant population as well as the strengths and limitations of arriving communities and how the chosen service delivery system will meet those needs and assist clients in overcoming barriers unique to the arriving populations and more established communities of eligible populations. Describe how program services will be provided in a manner that is linguistically and culturally compatible with the refugee/entrant population's languages and cultures.

### C. Consolidated Services Plan

Create and present a draft of the Plan detailing the Vendor's **strategy, rationale, and justification** for developing, implementing, and operating a consolidated service delivery system for eligible refugees and entrants in the service area. **The strategy, rationale, and justification should be clearly and fully developed.** 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. The Vendor's plan must describe how the delivery of all services will be conducted. The plan shall outline all linkages, working agreements, and subcontracts that the Vendor will incorporate into its consolidated service delivery system, including how the Vendor will ensure that clients experience a smooth transition of service delivery between all partner organizations. The Vendor should include visual representations of the service delivery plan such as easy-to-read flow charts, organizational charts, and other illustrations. The plan shall describe how the Vendor will ensure that coordination among refugee services providers, subcontracted and other partner agencies, improves processes and minimizes any potentially conflicting goals for clients. Explain how the Vendor's Plan will address the program's primary goals of self-sufficiency and social integration. Explain in detail the strategy, rationale, and justification in the Vendor's selection of services to be offered. Include how anticipated funding will be allocated and provide a rationale and justification for the allocation.

*For example, if the Vendor offers employment services, the Vendor should identify anticipated numbers of clients, how employment services will interact with the Matching Grant program and Temporary Assistance to Needy Families (TANF) work requirements and reporting. The Vendor should include whether refugees receiving Supplemental Nutritional Assistance Program (SNAP) will be included in the program and describe that inclusion. If the Vendor will include integration assistance services, prioritization of clients, time frames for completion of services, and services offered should be included as well as rationale and justification.*

In the event of a reduction or increase of clients or available funds, describe and justify how the Vendor will have the flexibility to reduce or expand the scale of the service delivery system as necessary.

### D. Quality Management Plan

Explain how the Vendor's Consolidated Services Quality Management Plan will be implemented and present an overall outline of the plan. Describe in detail the Vendor's rationale, purpose, and justification for the elements included and excluded from the plan. Describe the quality assurance and improvement activities that will be conducted by the

Vendor and by all subcontracted organizations in the network. Detail the frequency with which these activities will take place and the types of data that will be collected, analyzed, and reported. Explain how the Vendor will monitor the performance, quality, and costs of all subcontracted organizations, holding them accountable if performance standards are not met. Describe how the Quality Management Plan will improve long-term outcomes for refugees and entrants in the service area. Describe how the plan will utilize short-term outcomes and outputs to analyze trends and effects. Explain how the Vendor intends to monitor costs for all parts of the consolidated program. Describe how the Vendor will report essential performance data and other relevant information on a regular basis.

E. Refugee Integration and Self-Sufficiency Annual Survey

Describe the Vendor's plan to administer a survey of clients who have been in the U.S. for at least one (1) year. State if the survey will be conducted by the Vendor or by a subcontracted organization.

F. Intake

Describe the Vendor's process for intake (comprehensive for all services, focused on each service, or another model) and rationale and justification for the process in determining program eligibility based on an individual's immigration status, country of origin, and date of entry into the United States using original immigration documentation provided by the individual. Explain clearly all steps in the process as well as the types of information that will be collected. Describe how the Vendor will distribute the Client Release of Information Form. State whether this service will be performed by the Vendor or will be delivered through a subcontract with a current refugee services provider. **Provide a clear rationale and justification for the chosen process.**

G. Assessment

Describe the Vendor's process for assessment (comprehensive for all services, focused on each service, or another model). Describe the time frame for completion of the assessment. If an in-depth assessment of each client/family unit will be part of the chosen service delivery system, explain how the Vendor will ensure the assessment of each client/family unit within five (5) days of intake. Describe how the assessment will assess each client or family's presenting issues and ascertain each client or family's economic and integration status. Outline all of the elements to be included in the assessment. State whether this service will be performed by the Vendor or will be delivered through a subcontract with a current refugee services provider. Clearly describe and justify the chosen approach.

A copy of the Vendor's proposed assessment(s) must be included in the reply.

H. Plan of Care

Describe the Vendor's process for completion of a plan of care for each client. Describe the time frame in which the plan will be completed. Describe all elements included in the plan. Describe if the plan will be focused, comprehensive, or another option. State what entity will be responsible for the completion of the plan. Clearly describe and justify the chosen approach.

A copy of the Vendor's proposed plan of care must be included in the reply.

I. Client Case File

Explain how the Vendor will ensure individual case files are maintained for each client served in Consolidated Services. Will the case files include all client information from all services in one file or will there be a case file for each service, or some other alternative case file. Describe the information that will be found in each case file. Detail how these files will be safely and securely stored. Describe who will have access to client information and how client confidentiality will be safeguarded. When necessary and appropriate, explain how client case file information will be shared with other service sites or other subcontracted organizations.

**J. Supportive Services and Referrals**

Describe the Vendor's existing links with local mainstream resources that ensure that the supportive service needs of refugees and entrants are met. Describe any other links or connections the Vendor plans on establishing with local service providers to better assist refugee/entrant clients. Explain the Vendor's referral process and how, once needs are identified, clients will be referred to the appropriate provider. Describe how the Vendor will maintain documentation of all referrals made.

**K. Termination of Client Services**

Describe the Vendor's proposed procedures for the terminating and closing out a client's case. Explain how the Vendor will determine when a client's case should be closed out. Explain how the Vendor will identify a successful case closure as opposed to an unsuccessful case closure.

**L. Outreach**

Describe and justify the types of outreach activities the Vendor will conduct to familiarize potential clients and local organizations with the services being offered in the area and to facilitate access to those services. Detail the frequency with which these activities will take place. Explain and justify the geographical areas (neighborhoods, certain parts of Duval County) and local organizations that the Vendor will focus on when conducting outreach efforts. Describe the Vendor's plan for providing outreach activities to non-resettlement populations or those eligible populations who have been in the country more than one year (e.g. eligible entrants, asylees, etc.).

**M. Employment**

Describe whether the Vendor will provide employment services. If not, justify clearly the Vendor's rationale for not including employment in consolidated services and detail how the target population will become self-sufficient without these services. If so, describe and justify the Vendor's approach. Justify clearly all included and excluded services. Describe in detail the Vendor's rationale, purpose, and justification for the elements included and excluded from the plan. State whether the service will be provided directly by the Vendor or through a subcontract. Explain how the Vendor will develop employment opportunities based on the needs and skills of the target population. Present a plan for identifying and recruiting potential employers. Describe how the Vendor will utilize an electronic system for recording job openings, employers, and job referrals.

Describe how the Vendor will coordinate enrollment, activities, and status updates with RCA and Welfare Transition (WT) clients according to guidelines established by ACCESS Florida and CareerSource Florida. Describe how the Vendor, upon receiving a referral for

an RCA client, will sign all required RCA forms and conduct an intake within five (5) business days of receiving that referral.

Explain how the Vendor will assist employment clients with job referrals, job placements, and job retention through a process that involves employment orientation, job placement services, and follow-up support. Describe how the Vendor will facilitate the development of resumes and the proper completion of job applications. Explain how the Vendor will prepare clients for job interviews.

Describe any targeted client education and training activities that the Vendor will provide, including vocational training, short-term-training, and on-the-job training. Explain how the Vendor will ensure that any training offered is relevant to the local job market. Describe how the Vendor will monitor clients that have completed vocational training or other training programs to ensure that the training has led directly to employment placements.

Describe how the Vendor will provide career laddering opportunities for clients. Explain how the Vendor will assist clients in skills recertification, including diploma/degree evaluations, document translation, and other re-credentialing activities. Describe efforts the Vendor will make to assist with self-employment assistance and/or individual development accounts. Detail any additional employment services the Vendor plans to offer.

**The rationale behind the Vendor's approach must be clearly justified.**

**N. Adult Education Services**

Describe whether Adult Education Services will form a part of the array of offered services. If not, justify the reasons behind the exclusion of the service.

Detail the Vendor's methods for delivering comprehensive adult education services to refugees and entrants in the service area. Explain whether these services will be provided directly, through a subcontract with an educational institution, through a voucher system, through some other method, or through a combination of the methods mentioned above. Describe how the Vendor will assess each client's English language ability, educational level, and/or educational needs.

Describe how the Vendor will ensure that clients are enrolled in the appropriate level of English Language Instruction (ELI). Explain how the Vendor will enroll clients in general education programs or other educational training programs. Describe how client progression will be monitored and assessed over time, detailing any assessment instruments that will be utilized. Describe any additional adult education services that the Vendor plans to provide. State whether this service will be performed by the Vendor or will be delivered through a subcontract with a current refugee services provider.

**The rationale for the Vendor's approach must be clearly justified.**

**O. Citizenship and Immigration Related Employability Services**

Describe whether Citizenship and Immigration-Related Employability Services will form part of the array of offered services. If not, justify the reasons behind the exclusion of the service.

Describe in detail the Vendor's approach to providing "citizenship and immigration related employability services" for refugees/entrants in the service area. State who will provide the service. Detail the Vendor's process for identifying a client's specific need(s)

and obtaining needed information from the client. Explain how the Vendor will prepare, file, and follow-through on immigration applications. Describe how the Vendor will keep clients informed on the status of their applications. State whether this service will be performed by the Vendor or will be delivered through a subcontract with a current refugee services provider.

**The rationale for the Vendor’s approach must be clearly justified.**

**P. Youth Services**

Describe whether Youth Services will form part of the array of offered services. If not, justify the reasons behind the exclusion of the service.

Describe the Vendor’s method for developing and delivering a comprehensive youth program for eligible refugees/entrants. Explain and justify which age groups will be served. Explain how youth will be initially assessed and how a “youth development plan” will be developed. Describe how tutoring and homework assistance will be provided. Explain how youth ages 16-19 will be placed in one of two pathways (Academic Pathway or Career Pathway). Describe what each of these pathways will look like (types of activities, referrals, follow-up, etc.). Explain how the Vendor will regularly follow up with clients to ensure they are progressing and receiving all needed services. Detail any other assessments that will be utilized (final assessment, long-term assessment, etc.). Describe any additional youth services that will be provided. State whether this service will be performed by the Vendor or will be delivered through a subcontract with a current refugee services provider.

**The rationale for the Vendor’s approach must be clearly justified.**

**Q. Integration Assistance Services**

Describe how the Vendor will provide comprehensive integration assistance services. **Describe and justify the Vendor’s approach.**

State whether the service will be provided directly by the Vendor or through a subcontract with an existing provider in Duval County or mainstream community resource

*Information and Referrals Services (See 3.2.9.13.1):* Describe how clients needing only information with no further follow-up will be served. Describe language capacity and accommodations for language needs.

*Case Management (See 3.2.9.13.2):* Describe the processes by which clients will be referred and accepted into Case Management. Describe the procedure for receipt of referrals for services, including any screening and assessment. Describe anticipated barriers to resettlement (medical/mental health issues, housing). Describe client prioritization and the manner in which risk factors, life experiences, and current need will be considered. Describe the process that will be utilized to develop a case plan for each client. Include the information that will be collected; how the timelines for the completion of goals will be determined; how the plan will assist clients to progress toward goal resolution; and how often the plan will be updated. Describe how time frames will be accomplished. Describe how client access with referral agencies and ensuing referrals will be monitored, how referral resources will be identified, and how clients with medical and/or mental health issues will be identified, assessed, and served. Describe how services will be tailored to accommodate the six (6) month time frame. Detail how case management services will be coordinated, tracked, recorded, and reviewed. Present a comprehensive and coherent plan

for case closures. Describe how the Vendor will ensure other assistive services such as transportation and interpretation services will be made available to clients. Explain how the Vendor will ensure that client contact is maintained on a regular basis. Describe how the Vendor will provide referrals to clients in need of outside services. Outline the specific roles and responsibilities of case coordinators/case managers. Describe the projected caseload of each case coordinator/case manager. Explain how the case coordinators/case managers will balance workload and prioritize clients based on need.

Describe the Vendor's approach to Emergency Services. Include any formal protocols.

Describe the Vendor's approach to the provision of Emergency Housing Services. State if this service will be offered by the Vendor or a subcontracted provider.

Include any screening, assessment, and /or case plan templates in the reply.

**Describe and justify in detail the Vendor's rationale in their chosen process.**

**R. Orientation**

Describe whether Orientation Services will be offered. Clearly justify the decision to include or exclude the service. Clearly describe the Vendor's approach to the provision of Orientation Services, including content and delivery system, and if the services will be provided by the Vendor or through a subcontracted provider. Include the way in which the information will be presented and how the Vendor will ensure that it is engaging and culturally-competent. Clearly state whether Orientation Services will be focused, comprehensive, or another option.

**S. Child Care Services**

Describe whether Child Care Services will form part of the array of offered services. If not, justify the reasons behind the exclusion of the service.

If providing Child Care Services, describe how the Vendor will provide subsidized child care services to eligible refugees and entrants participating in the employment, adult education, and/or Matching Grant programs. Explain how the Vendor will provide these services directly, subcontract with an outside organization, or employ some other method of providing child care services. Justify the cost effectiveness of the Vendor's chosen method of service delivery. Describe how the Vendor will ensure that child care services are safe, convenient, and family-friendly. Explain how the Vendor will ensure that child care is provided in licensed centers, licensed homes, or public school-based programs. Detail how the Vendor will verify eligibility both at enrollment and again at the six (6) month follow-up. Describe how the Vendor will ensure that RS-subsidized child care is a funding of last resort.

**The rationale for the Vendor's approach must be clearly justified.**

**T. Additional Tasks**

Describe any additional tasks that the Vendor proposes to deliver. Justify the necessity and expense of these additional tasks. Give a detailed explanation of how these services will be delivered.

**U. Deliverables / Service Units**

The service tasks described in **Sections 3.2.9** and **4.2.5** shall be used to establish service units in any resulting contract, taking the Vendor's proposed numbers into consideration. Deliverables/service units will be further negotiated with the Vendor. The reply must

include a Service Unit Table (see below), which includes, at a minimum, the type of information included in the sample table below. The Vendor is encouraged to propose additional deliverables/service units.

Also, the reply must include a narrative describing how the number of service units was determined, the Vendor’s past experience in achieving proposed service units, and the project management/monitoring activities that will be used to ensure that the Vendor will deliver the proposed number of service units.

Sample Service Unit Table			
Sample Service Units to be Delivered During Contract Period	Estimated Number of Service Units		
	Year 1 (Oct. 1, 2018 to Sept. 30, 2019)	Year 2 (Oct. 1, 2019 to Sep. 30, 2020)	Year 3 (Oct. 1, 2020 to Sep. 30, 2021)
Total Number of Unduplicated Clients Served			
Verified Job Placements			
Legal Filings (do not include legal resolutions)			
Clients receiving Youth Services			
Clients receiving Integration Assistance Services			
Number of Clients receiving Vocational Training			
Number of Clients receiving Short-Term Training			
Number of Clients receiving On-the-Job Training			
Number of Clients receiving Adult Education Services			
Number of Days of Care in Child Care Services			

**V. Performance Measures**

Sample performance measures are indicated in **Sections 3.2.23 - 3.2.24**. The Vendor is encouraged to propose additional performance measures. All final performance measures will be negotiated with the Vendor.

As stated in **Section 3.2.23** of the ITN, the Department requests that the Vendor propose appropriate percentages for each of the performance measures listed in **Sections 3.2.23 - 3.2.24**. The Vendor must justify its reasoning for each of those proposed percentages.

The Vendor’s reply should include the following for the sample performance measures and any other performance measures the Vendor develops:

- The percent that can be achieved by the Vendor for each performance measure. The Vendor must justify its reasoning for each proposed percentage;
- How the Vendor will monitor service delivery to ensure the required performance measures are met;

- The Vendor's experience tracking performance and adjusting program service delivery to ensure performance standards are met;
- The Vendor's method for collecting and analyzing data to ensure credible documentation of service delivery;
- Historical evidence of the Vendor's ability to meet required performance standards. Prospective Vendors should emphasize previous experience with Department contracts if possible. If the Vendor does not have past experience with Department contracts, emphasize a similar experience with other government or comparable organizations. In particular, the Department is interested in evaluating past performance in regards to performance measures related to any of the services provided through the consolidated services network.
- The Vendor's proposed performance measures.

**W. Management Information System Capability**

Explain in detail the Vendor's electronic management information systems capability that is necessary to complete all reporting requirements as outlined in **Sections 3.2.20 - 3.2.22**. Outline any additional technological capabilities that may be beneficial to program performance. Describe any specialized technology, computer training, or capabilities personnel have that will assist in helping meet program requirements.

**4.2.6 TAB 5: COMPANY QUALIFICATIONS AND EXPERIENCE (Limited to 10 pages)**

The Vendor shall respond to the below questions in a clear, organized, and thorough fashion. The reply must explicitly describe the Vendor's qualifications and experience.

- The Vendor shall: describe its organization and governance structure, depicting clear lines of authority including corporate affiliations; describe how the structure represents a lean, efficient and effective administrative model; and describe experience and achievements in developing a governance model designed to avoid conflicts of interest.
- The Vendor must describe any experience in providing similar services as requested in this ITN. The experience should include work done by the individuals who will be assigned to the work described in this ITN, as well as the overall experience of the organization. State whether the Vendor was the prime contractor or a subcontractor and whether it worked in cooperation with a subcontractor. Where applicable, clearly note the Vendor's related experience which includes individuals who will be assigned and their role on the past project. Provide a detailed description of any work to be subcontracted, including information describing the qualifications and relevant experience of any proposed subcontractors.
- Describe the Vendor's history working with refugees and entrants. Describe the vendor's history and experience providing services with refugees in the service area. Describe the vendor's history providing social services, case management, employment services, legal services, youth services, adult education services and/or child care to vulnerable populations. Describe the Vendor's history providing refugee services or other refugee-related services. Describe any attributes that make the Vendor capable of providing the refugee services to the target population. Describe the Vendor's history working with multicultural, multilingual vulnerable client populations. Include information about

caseload, breadth of service in the county identified or in a geographical area of comparable size, and success rate in achieving positive outcomes for clients.

- Provide a summary of past audits, reviews, and monitoring results, as well as the Vendor's response to addressing any issues revealed by them. If the Vendor has worked on a Department contract previously, present any performance reviews or feedback from the Department (positive or negative), focusing especially on the last two (2) years of that contract.
- Provide a copy of the Vendor's verification of Liability Insurance Coverage as provided in **Section 4.5 of the 2016 Standard Integrated Contract**.
- The Vendor must list all identified subcontracts, or the plan and approach to vet, identify, recruit, and retain subcontractors who will provide proposed services.
- The Vendor must ensure that it operates in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance). The Vendor shall describe how it will ensure compliance with these federal regulations. The Department requests that the Vendor submit the following items as evidence of compliance:
  1. Written Procurement Policies and Procedures;
  2. Written Monitoring Policies and Procedures;
  3. DUNS Number;
  4. Financial Statements (Please include in **Section 4.3.2.1**, Financial management);
  5. Suspension and Disbarment Information from the Federal Government's "Federal Awardee Performance and Integrity Information System" (FAPIIS) website. The Vendor shall visit the following website (<https://www.fapiis.gov/fapiis/index.action>), enter its DUNS number, print the results, and include them in the Vendor's reply.
- Provide the requested information below which will demonstrate the Vendor's and subcontractor(s)' ability to successfully complete the work described in this ITN and its appendices, attachments, exhibits and referenced supporting documentation. The Vendor's and any proposed subcontractor(s)' information shall be shown separately.

Specifically, in addition to the other information described above, the Vendor and the subcontractor(s) must provide:

- A. Full, legal name.
- B. Federal Employer Identification Number.
- C. Proof of legal entity and authorization to do business with the State of Florida.
- D. Country and State of incorporation.
- E. Principal place of business.
- F. Description of the Vendor's organization, including number of years in business, subsidiaries, parent corporations, officers; include organization charts and details concerning the number of facilities by geographic location.

- G. Brief description of the Vendor's principal type of business and history and what uniquely qualifies the Vendor for the work described in this ITN.
- H. Statement of whether the Vendor has filed for bankruptcy protection in the past five (5) years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide court and case number.
- I. Identification of any potential or actual conflicts of interest that might arise for the Vendor as a result of contract award to the Vendor, and describe in detail the plan to eliminate or mitigate them. Such conflicts include, but are not limited to, those covered by Section 6 of the PUR 1001. Address both personal and organizational conflicts.
- J. Reservations the Vendor must make if unable to certify completely all of the items in Section 9 of the PUR 1001 entitled "Representation and Authorization." If no reservations are made in this section of the reply, the Vendor shall be deemed to attest to the truth of all of listed items and the Department may rely upon them.

The following specifically apply to the prime Vendor and should be addressed as such:

- K. Names and addresses of all affiliated or related companies, partnerships or associations (including subcontractor, if any) and a brief description of its relationship to the Vendor.
- L. If the Vendor is proposing to use any subcontractors to perform the work described in this ITN.

#### **4.2.7 TAB 6: CORE TEAM QUALIFICATIONS (Limited to 5 pages)**

- The Vendor shall describe the qualifications and credentials of their leadership team with an explanation of why the leadership team is qualified to lead their organization in meeting the needs of this ITN. In addition the Vendor must include résumés for key leadership personnel describing their work experience, education, and training as it relates to the requirements of this ITN and the Department's Standard Integrated Contract Part 1 and Part 2.
- The reply shall include the Vendor's operational approach to the recruitment, training, supervision, and retention of qualified personnel as described in the ITN and in the Department's Standard Integrated Contract Part 1 and Part 2. Identify the number (indicate Full Time Equivalents or FTEs) and type of staff to be used in the project. Describe the rationale for the number and types of staff to be used. Describe any special qualifications required of ELI instructors/teachers. Describe any special qualifications required of those providing "citizenship and immigration related employability services". Provide an expected client caseload for all positions involved in direct service. Describe the cultural and linguistic background of staff in relation to the service population. Since it is unrealistic to maintain staff for all potential ethnic groups, explain how the project intends to serve those ethnic groups outside of the cultural and linguistic capabilities of project staff.
- The Vendor shall demonstrate the approach to recruitment of staff able to meet any unique cultural needs described in the ITN and in the Department's Standard Integrated Contract Part 1 and Part 2. The solution should address all applicable personnel grievances and conflict resolution practices. The Vendor shall explain how the organization, subcontractors, and staffing levels will best meet the performance standards required to perform properly. It is also important to describe the credentials for human resources,

quality assurance, financial, information technology, and other key professional level employees.

- Describe the activities that each staff member will be performing on a day-to-day basis. What will a typical day look like? How will employees balance their workload?
- Describe the Vendor's employee turnover rate over the last three (3) years. Does the Vendor foresee staff turnover being an issue in the future?

### **4.3 Content of the Financial Reply**

#### **4.3.1 Financial Reply Title Page**

The first page of the reply shall be a Title Page that contains the following information:

- A. Title of reply;
- B. ITN number;
- C. Prospective Vendor's name and federal tax identification number;
- D. Name, title, telephone number and address of person who can respond to inquiries regarding the reply; and
- E. Name of program coordinator (if known).

#### **4.3.2 TAB A: FINANCIAL INFORMATION**

##### **4.3.2.1 Financial Management**

The Vendor must describe its current financial management and accounting systems and capability by submitting copies of their independent financial and compliance audit report and/or certified financial statements for the two (2) most recent fiscal years. These documents must be contained in a 3-ring binder, separate from the rest of the reply. The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding re-issued audit components. If the Vendor does not have audit reports for the two most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's report shall be submitted. A newly created entity shall submit the requested financial reports from each of the founding collaborative partners.

The purpose of these criteria is to provide the Department with a basis for evaluating the Vendor's financial capabilities for undertaking this project. Examples include:

- How well does the Vendor demonstrate the financial stability required to fulfill the terms and conditions of the contract?
- Does the Vendor have adequate financial resources for performance of the proposed project, or have the ability to obtain necessary financial resources before beginning performance?
- What is the Vendor's ratio of current assets to liabilities?
- Does the Vendor possess adequate cash or operating capital to meet projected monthly operating expenses pending receipt of first, and subsequent contract payments?
- What is the Vendor's net worth?

- Has the Vendor satisfactorily completed all corrective actions related to findings in previous audits or areas brought to management's attention in management letters?
- Can the Vendor conduct business with the Department without relying on advances, especially if the project is not a new one?
- Has the Vendor had any previous financial difficulties in performing contracts for the State?
- Does the reply provide two (2) years of financial information including any of the applicable statements: (1) Statements of Financial Position; (2) Statements of Activities; (3) Dun and Bradstreet Comprehensive Report; (4) Statements of Cash Flow; (5) Statements of Changes in Financial Position; (6) Auditors' Reports; (7) Notes to Financial Statements; (8) Summaries of Significant Accounting Policies; (9) Federal Income Tax Return; and/or (10) Any other relevant statistical information.

#### 4.3.2.2 Proposed Service Efficiencies and Re-investment

The Vendor shall provide information on how they plan to develop efficiencies in the services being provided. From this plan, the Vendor shall show how the cost reduction or added services that are realized from these efficiencies will be re-invested into the required services.

#### 4.3.2.3 Ongoing Approach to Reduce Administrative Costs and Expand Services

The Vendor shall provide an ongoing approach to reduce administrative costs, without affecting the quality of the services.

#### 4.3.2.4 Local Match (not applicable)

### 4.3.3 TAB B: BUDGET

The Vendor must submit detailed budget information. A Line Item Budget (Project Budget Summary), a Budget Narrative, a Fixed Price Budget Worksheet, and a Cost Allocation Plan must all be submitted with the reply to the ITN. The budget must be separated by service. Each of these categories is described below. The actual budget documents can also be found at the end of the ITN in **Appendix VII, VIII, IX, X and XI**. Please contact the Procurement Manager listed in **Section 1.4** to request a Word or Excel Version of the before mentioned Appendices.

- **Line Item Budget** – This includes a line item budget (as detailed in the “Project Budget Summary and Detail Instructions” and the “Project Budget Summary”). These documents can be found in **Appendix VII and Appendix VIII**. This budget shows proposed total costs for the entire proposed contract period and renewal years with specific breakouts by contract year (October – September) within the entire proposed contract period, as well as the allowable renewal period. Any missing year budgets, for the initial term, will be assumed to be a duplicate of the last year submitted. The budget for each renewal year must be submitted or the resulting contract will not be eligible for renewal will be assumed to be a duplicate of the last year submitted. In the Line Item Budget, the Vendor must include only costs identified as allowable (*Allowable Costs*) in accordance with the appropriate federal regulations governing

cost principles and audit requirements for federal awards. See C.F.R. Chapters 1 and 2, Part 200, 215,225, and 230 as applicable. The Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, and A-122 were superseded, 78 FR 78590-01 (Dec. 2013). Also, *Administrative Costs*, including any indirect costs that are administrative in nature, must not exceed ten percent (10%) of the total operating costs of the proposed program budget.

- **Budget Narrative** – The Vendor must submit a complete budget narrative to explain each budget item and include all of the information required by **Appendix VII and VIII**. All amounts must match those in the line item budget, and shall be broken out by contract year as with the Line Item Budget. If the Vendor has had previous contracts with the Department in the past, the Vendor must also disclose any issues with unused funds in prior years and provide an explanation of how all funds awarded through this contract will be dedicated to services or returned to the Department. Any missing year narratives will be assumed to be a duplicate of the last year submitted.

Also, in the budget narrative, describe in detail how the Vendor arrived at its proposed indirect cost rate. Explain the methodology used to arrive at that rate. Justify the reasonableness of the Vendor’s proposed indirect cost rate.

- **Fixed Price Budget Worksheet** –Please be detailed and realistic when completing the Fixed Price Budget worksheet. The Fixed Price Budget Worksheet (**Appendix XI**) must be completed according to the attached instructions (**Appendix X**), and its totals must match the amounts from the Line Item Budget. The service components that the Vendor must use as the column headings for the ITN are: (1) Case Coordination / Case Management; (2) Employment Services; (3) Adult Education Services; (4) Citizenship and Immigration Related Employability Services; (5) Youth Services; and (6) Child Care Services.

The Department reserves the right to negotiate final service unit rates with any Vendor and to negotiate the purchase of particular services from Vendors with lower rates. If the needs of the program change in the future, the Department reserves the right to shift funds from one component to another.

- **Cost Allocation Plan** – The Cost Allocation Plan (**Appendix IX**) must identify the distribution of costs between the proposed services and any other programs or funding sources the Vendor has for each year of the proposed contract. It must also identify, by line item, any cost in the proposed budget which will be charged at less than one hundred percent (100%) to the consolidated services contract. The Vendor’s Cost Allocation Plan must include any indirect costs included in the Cost Reply, the indirect rate, and the allocation methodology used to determine the indirect rates.

The budget totals should be based on available funding projections, if any, and if different, the Vendor should explain the differences.

#### **4.4 Public Records and Trade Secrets**

##### **4.4.1 Replies and Other Submissions Are Property of the State**

These provisions supplement Section 19 of Form PUR 1001. All materials submitted in reply or other response to this ITN become the property of the State of Florida, which shall have the

right to use such ideas or adaptations of those ideas without cost or charge, regardless of selection or rejection of a reply.

#### **4.4.2 Replies and Other Submissions are Subject to Public Inspection**

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply and other submittals pursuant to subsection 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply and other submittals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Vendor's reply or other submittal to this solicitation will be waived upon opening of the reply or other submittal by the Department, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Vendor's reply or other submittal outside of the separately bound document described below.

#### **4.4.3 How to Claim Trade Secret Protection**

If the Vendor considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Vendor must submit all such information in a separately bound document (or in the case of electronic media, a separate CD or USB flash drive, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Reply, ITN No.- Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its reply to be trade secret, the Vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

#### **4.4.4 Vendor's Duty to Respond to Public Records Requests**

In response to any notice by the Department that a public records request received by the Department encompasses any portion of the separately bound part of the Vendor's reply or other submissions labeled as "trade secret," the Vendor shall expeditiously provide the Department, or the public pursuant to subsection 119.0701(2), F.S., with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Department is authorized to produce the records sought without any redaction.

### **4.5 Department not Obligated to Defend Vendor Claims**

The Department is not obligated to agree with the Vendor’s claim of exemption, and by submitting a reply or other submission the Vendor agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida’s Public Records Law. Further, the Vendor agrees that it shall protect, defend, and indemnify, including attorney’s fees and costs, the Department for any and all claims and litigation (including litigation initiated by the Department) arising from or relating to Vendor’s claim that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the Vendor’s redaction.

**SECTION 5 THE SELECTION METHODOLOGY**

The Department intends to award the contract to the responsive Vendor(s) that the Secretary, or his or her designee, determines to be the best value, based on the selection criteria set forth in **Section 5.1**.

**5.1 Selection Criteria**

The following shall apply for this ITN:

Criteria
<ul style="list-style-type: none"> <li>The Vendor’s articulation of its approach to providing the required services and the ability of the approach to meet the requirements of this ITN and provide additional value.</li> </ul>
<ul style="list-style-type: none"> <li>The Vendor’s company structure, subcontractors, and experience and capability to deliver its proposed services including the Vendor track record providing services similar to the one specified in this ITN.</li> </ul>
<ul style="list-style-type: none"> <li>The skills and experience of the Vendor’s leadership team, staff and resources the Vendor will use in implementing its services.</li> </ul>
<ul style="list-style-type: none"> <li>The Vendor’s financial management approach, proposed budget and related financial information.</li> </ul>

**5.2 Application of Mandatory Requirements**

A Vendor must meet all Mandatory Requirements (specified herein) in order to be considered for evaluation under this ITN. The Mandatory Requirements for this ITN are set forth in **APPENDIX V MANDATORY REQUIREMENTS CHECKLIST**.

**5.2.1** The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements specified herein and in **APPENDIX V**. A reply that fails to meet the Mandatory Requirements is deemed nonresponsive and will not be evaluated.

**5.2.2** An initial determination that a reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness, **INCLUDING FAILURE TO MEET Mandatory Requirements**.

**5.3 Evaluation Phase Methodology for Ranking and Shortlisting**

The Department’s initial evaluation and scoring of replies will determine which replying Vendors fall within the competitive range and are eligible for inclusion in the Negotiation Phase. All responsive replies will be evaluated using the following process:

### 5.3.1 Scoring by Evaluators

The Department’s Evaluators will independently evaluate each Programmatic Reply in accordance with the following criteria and assign points using the subsequently listed assignment of points:

Programmatic Reply Criteria	Relative Value	Possible Points
<ul style="list-style-type: none"> <li>The Vendor’s articulation of its approach to providing the required services and the ability of the approach to meet the requirements of this ITN and provide additional value.</li> </ul>	25%	250
<ul style="list-style-type: none"> <li>The Vendor’s company structure, subcontractors, and experience and capability to deliver its proposed services including the Vendor track record providing services similar to the one specified in this ITN.</li> </ul>	30%	300
<ul style="list-style-type: none"> <li>The skills and experience of the Vendor’s leadership team, staff and resources the Vendor will use in implementing its services.</li> </ul>	25%	250
<b>TOTAL</b>	<b>80%</b>	<b>800</b>

The Department’s Financial Evaluator and Procurement Manager will independently evaluate each Financial Reply in accordance with the following criteria:

Financial Reply Criterion	Relative Value	Possible Points
The Vendor’s financial management approach, proposed budget and related financial information	20%	200
<b>TOTAL</b>	<b>20%</b>	<b>200</b>

### 5.3.2 Total Score, Recommended Ranking and Competitive Range of Replies

The Procurement Manager will average the total programmatic reply point scores by each person performing an evaluation to calculate the points awarded for each section. The Procurement Manager will then add the programmatic reply point scores to the financial reply point scores to obtain a total score. The Procurement Manager will use total points to rank Vendors.

For example:

Firm	Raw Points Received	Rank
Company A	900	2
Company B	1000	1

Company C	800	3*
Company D	750	5
Company E	800	3*

*\*In the event that multiple Vendors have the same raw point score, the rank positions needed to cover those firms are the same. Each firm receives a rank of 3.*

This ranking will serve as the recommended ranking of the Department’s Evaluators.

**5.3.3 Report of the Procurement Manager**

After developing the recommended ranking in accordance with **Section 5.3**, the Procurement Manager will provide to the Secretary, or his or her designee, a report on replies deemed nonresponsive and, as to those deemed responsive, a report on the evaluation process and the recommended ranking of the Evaluators.

**5.3.4 Determination of Ranking**

The scoring from the Evaluation Phase shall serve as a recommendation only. No scoring by the Secretary, or his or her designee, will be performed. The Secretary, or his or her designee, will make a determination to include one or more Vendors on the Move Forward List based on the competitive range of total scores.

**5.3.5 Selection and Posting of Qualified Vendors for Negotiations (Shortlist)**

Upon approval of the list of Vendors selected for negotiations by the Secretary or his/her designee, the Department will post the Move Forward List on the VBS at: [http://www.myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://www.myflorida.com/apps/vbs/vbs_www.main_menu)

Responsive Vendors who are not listed in the posting will not be formally eliminated from the ITN process until the posting of the notice of intent to award. Unless otherwise provided in the posting of the Move Forward List, no presumption of preference or merit in the negotiation process or for contract award shall arise from the Evaluators’ scores, the ranking or the order of Vendors listed in such posting. No responsive Vendor will be formally eliminated from consideration for award of a contract under this ITN until the posting of a Notice of Intended Award is issued.

**5.4 Negotiation Process for Final Selection**

The Department intends to initially negotiate concurrently with the Vendors on the Move Forward List approved by the Secretary, or his or her designee. However, the Department reserves the right, after posting notice thereof, to expand the Move Forward List to include additional responsive Vendors for negotiation or change the method of negotiation [e.g., concurrent versus by order of ranking], if it determines that to do either would be in the best interest of the state.

**5.4.1 Supplemental Replies**

The Department reserves the right to require Vendors on the Move Forward List to submit a supplemental reply or other submission prior to conducting negotiations. Notice of such requirement will be posted on the DMS VBS website:

[http://www.myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://www.myflorida.com/apps/vbs/vbs_www.main_menu)

#### 5.4.2 Goal of Negotiations

The negotiation process is intended to enable the Department to determine which Vendor presents the best value, whether and with whom it will contract, and to establish the principal terms and conditions of such contract. There may be additional negotiations to finalize all terms and conditions of the contract after a notice of selection is posted.

#### 5.4.3 Department Retains Discretion

After the initial negotiation session with the selected Vendor(s), the Department, in its sole discretion, shall determine whether to hold additional negotiation sessions and with which Vendor(s) it will negotiate.

#### 5.4.4 Other Department Rights During Negotiations

At any time during the negotiation process, the Department's reserved rights include but are not limited to:

- Schedule additional negotiating sessions with any or all responsive Vendor(s);
- Require any or all responsive Vendor(s) to provide additional or revised replies and detailed written proposals addressing specified topics;
- Require any or all responsive Vendor(s) to provide a written best and final offer;
- Require any or all responsive Vendor(s) to address services, prices, or conditions offered by any other Vendor;
- Pursue a contract with one or more responsive Vendor(s) for the services encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written proposals or request for best and final offers;
- Pursue the division of contracts between responsive Vendor(s) by type of service or geographic area, or both;
- Arrive at an agreement with any responsive Vendor, finalize principal contract terms with such Vendor and terminate negotiations with any or all other Vendors, regardless of the status of or scheduled negotiations with such other Vendor(s);
- Decline to conduct further negotiations with any Vendor;
- Reopen negotiations with any Vendor;
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this ITN;
- Review and rely on relevant information contained in the replies received pursuant to Section 4; and
- Review and rely on relevant portions of the evaluations conducted pursuant to **Section 5.3**.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive Vendor or Vendors affected and whether to provide concurrent public notice of such decision.

#### 5.4.5 Negotiation Meetings Not Open to Public

- Negotiations between the Department and Vendors are not open to the public pursuant to subsection 286.0113(2), Florida Statutes.
- Negotiation strategy meetings of the Department's Negotiation Team are exempted by subsection 286.0113(2)(a), F.S.
- The Department shall audio record all meetings of the Department's negotiation team.

## 5.5 Final Selection and Notice of Intent to Award Contract

### 5.5.1 Department's Negotiation Team Recommendation

The Department's Negotiation Team will develop a recommendation as to the award that will provide the best value to the state based on the selection criteria set forth in **Section 5.1**. In so doing, the Negotiation Team is not required to score the Vendors, and will base the Negotiation Team's recommendation on the selection criteria and will arrive at its recommendation by majority vote. The Negotiation Team's recommendation will be forwarded to the Secretary, or his or her designee, for review.

### 5.5.2 Selection of Vendor(s)

The Secretary, or his or her designee, will then decide which solutions and Vendor(s) represent the best value, based on the selection criteria in **Section 5.1**, and to whom the contract should be awarded under this ITN. In so doing, the Secretary, or his or her designee, is not required to score the Vendors, and will base his or her decision on a determination of best value. If the Secretary determines that two or more replies most advantageous to the state are equal with respect to all relevant considerations, including price, quality, and service, the award will be made in accordance with section 295.187, Florida Statutes, and Rule 60A-1.011, Florida Administrative Code.

### 5.5.3 Reserved Rights

The Department reserves the right to:

- Consider any information or evidence which comes to its attention and which reflects upon a Vendor's capability to fully perform the contract requirements and/or the Vendor's demonstration of the level of integrity and reliability which the Department determines to be required to assure performance of the contract;
- Select one or more Vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;
- Divide the work among Vendors by type of service or geographic area, or both;
- Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and
- Award a contract which includes one or more subcontractors proposed by any other Vendor(s).

### 5.5.4 Posting Notice of Award

The Department will post the Notice of Intent to Award Contract, stating intent to enter into one (1) or more contracts with the Vendor or Vendors identified therein, on the VBS: [http://www.myflorida.com/apps/vbs/vbs\\_www\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_www_main_menu).

Any negotiations to finalize terms and conditions of the contract after such notice will involve a Department designee and not the Department's negotiation team, although members of the team may assist the designee in such negotiations.

#### 5.5.5 Reserved Rights After Notice of Intent to Award

The Department reserves the right:

- To schedule additional negotiation sessions with Vendor(s) identified in the Notice of Intent to Award in order to establish final terms and conditions for contracts with the Vendor(s).
- To post a notice of withdrawal or amendment of its Notice of Intent to Award and reopen negotiations with any Vendor at any time prior to execution of the contract.
- To post a notice of withdrawal of award in the event that the selected Vendor fails to execute the contract or defaults in performance. In such event, the Department reserves the right to re-procure services in accordance with Rule 60A-1.006(3) Florida Administrative Code.

**APPENDIX I: NOTICE OF INTENT TO SUBMIT A REPLY**

\_\_\_\_\_ (Vendor Name) wishes to inform the Florida Department of Children and Families of its intent to respond to the solicitation entitled " \_\_\_\_\_," ITN No. \_\_\_\_\_.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

Name of Authorized Official:	
Title of Authorized Official:	
Signature of Authorized Official:	
Date:	
Address:	
City, State, Zip:	
Telephone No:	
Facsimile No:	
E-mail Address:	

**APPENDIX II: CERTIFICATE OF SIGNATURE AUTHORITY**

<b>Check below and complete Section A or Section B</b>	
<input type="checkbox"/>	Vendor is not a sole proprietorship (Complete Section A)
<input type="checkbox"/>	Vendor is a sole proprietorship (Complete Section B)
<b>Section A</b>	
<p>I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of Vendor) and have authority to make official representations by said Vendor regarding its official records and hereby state that my examination of the Vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the Vendor and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named Vendor in response to ITN # _____, and, in so doing, to bind the named Vendor to the statements made therein.</p>	
Dated:	
Signature:	
Printed Name:	
Title:	
<p><b>NOTE: In lieu of the above, the Vendor may submit a corporate resolution or other duly executed certification issued in the Vendor's normal course of business to prove signature authority of the named Authorized Representative.</b></p>	
<b>Section B</b>	
<p>I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of Vendor), and will be personally bound by the Proposal submitted in response to ITN # _____.</p>	
Dated:	
Signature:	
Printed Name:	

**APPENDIX III: MANDATORY CERTIFICATIONS**

<b>MANDATORY CERTIFICATIONS</b>		
<b>MASTER CERTIFICATION</b>		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN #_____ (the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (a) through (m) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.</p>		
<b>Check the applicable box next to the title to each certification:</b>		
<b>True</b>	<b>False</b>	
		<b>a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</b>
		<b>b. Certification of Representations Per Section 9 of PUR 1001</b>
		<b>c. Certification of Authority to Do Business in Florida</b>
		<b>d. Statement of No Involvement</b>
		<b>e. Conflict of Interest Statement (Non-Collusion)</b>
		<b>f. Certification Regarding Subcontractors and Other Providers</b>
		<b>g. Certification Regarding Lobbying</b>
		<b>h. Certification Regarding Scrutinized Companies List</b>
		<b>i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts</b>
		<b>j. Certification Regarding Prior Contractual Obligations</b>
		<b>k. Certification of Representations Per sections 287.133, and 287.134, F.S.</b>
		<b>l. Certification of a Drug Free Workplace</b>
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p>		
Signature of Authorized Representative:		Date:
<p><b>a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</b></p> <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor's Reply is submitted in good faith in response to the Department of Children and Families Invitation to Negotiate (the ITN) and is binding on the Vendor in accordance with the terms of the ITN, that I have read, understood and agree with the terms and conditions of the ITN and, if awarded any contract as a result of the ITN, the Vendor will comply with the requirements, terms, and conditions stated in the ITN and the contract document. The Vendor further agrees that any intent by the Vendor to deviate from the terms and conditions set forth therein may result, at the Department's exclusive determination, in rejection of the reply.</p>		

<b>b. Certification of Representations Per Section 9 of Form PUR 1001</b>
By checking the "True" box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in Section 9 of PUR 1001.
<b>c. Certification of Authority to Do Business in Florida</b>
By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.
<b>d. Statement of No Involvement</b>
By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has: Been awarded a contract that was procured using procedures other than those described in subsections 287.057 (1-3), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent contract to support this project; Participated in drafting of a solicitation for this specific project; or Developed a program for future implementation of this project.
<b>e. Conflict of Interest Statement (Non-Collusion)</b>
By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Invitation to Negotiate as principals are named therein, that the Vendor's Reply is made without collusion with any other person, persons, company, or parties submitting a reply; that it is in all respect made in good faith; and as the signer of the reply, I have full authority to legally bind the Vendor to the provisions of this reply.
<b>f. Certification Regarding Subcontractors and Other Providers</b>
By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor's Agreement to the following: 1) during the negotiation phase the Department may request, and any Vendor submitting a reply to this ITN may propose, that such Vendor use any of the subcontractors or providers used or identified by any other Vendor submitting a reply to this ITN; and 2) that the Vendor waives any contract provision to the contrary.

### **g. Certification Regarding Lobbying**

By checking the "True" box in the Master Certification and signing the same, I hereby certify, to the best of my knowledge and belief,:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any consolidated agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or consolidated agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or consolidated agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and consolidated agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **h. Certification Regarding Scrutinized Companies List**

By checking the "True" box in the Master Certification and signing the same, I hereby certify, the Vendor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. I understand section 287.135, Florida Statutes, prohibits Florida state agencies from contracting with companies on either list, for goods or services over \$1,000,000, and pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

**i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts**

By checking the "True" box in the Master Certification and signing the same, I hereby certify , in accordance with the debarment and suspension instructions listed below, the Vendor certifies neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency. Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to this certification.

**INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369). (See 2 C.F.R. Part 180)

- (1) Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of Vendors if they are debarred or suspended by the federal government.
- (2) This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
- (3) The Vendor shall provide immediate written notice to the contract manager at any time the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "debarred," "suspended," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
- (5) The Vendor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
- (6) The Vendor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
- (7) The Department of Children and Families may rely upon a certification of a Vendor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

This signed certification must be kept in the contract file. Subcontractor's certification must be kept at the Vendor's business location.

**j. Certification Regarding Prior Contractual Obligations**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor has not:

- (1) Failed to correct to the satisfaction of the Department any unsatisfactory performance in a previous contract after Department notice of unsatisfactory performance;
- (2) Had a contract terminated by the Department for cause; and
- (3) Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (**APPENDIX III**) prior to contract execution.

**k. Certification of Representations Per Sections 287.133 and 287.134, Florida Statutes**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor is not listed on the Convicted Vendors List created and maintained pursuant to section 287.133, Florida Statutes, or on the Discriminatory Vendors List created and maintained pursuant to section 287.134, Florida Statutes.

**l. Certification of a Drug Free Workplace**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.

**TIE BREAKING CERTIFICATIONS**

Statutory Preferences When Awarding Contracts

Various provisions of Chapters 287 and 295, F.S., provide qualifying Vendors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers," a Vendor who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying Vendors, however, a Vendor waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal or reply.

**MASTER CERTIFICATION - TIE-BREAKING CERTIFICATIONS**

As the Authorized Representative of the Vendor, \_\_\_\_\_ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # \_\_\_\_\_ (the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (m) through (p) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

Check the box next to the title to each certification that is true:

- m. Certification of a Certified Minority Business Enterprise**
- n. Certification of a Service Disabled Veteran’s Business Enterprise**
- o. Certification of a Florida Business**
- p. Certification of a Foreign Manufacturer with a Factory in Florida**

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked “true,” above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed “false.”

Signature of Authorized Representative:	Date:
---	-------

**m. Certification of a Certified Minority Business Enterprise**

By checking the “True” box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with section 287.0943, Florida Statutes.

**n. Certification of a Florida Certified Veteran’s Business Enterprise**

By checking the “True” box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Service Disabled Veterans Business Enterprise in accordance with section 295.187, Florida Statutes.

**o. Certification of a Florida Business**

By checking the “True” box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization’s principal place of business is located within Florida in accordance with section 287.084, Florida Statutes.

**p. Certification of a Foreign Manufacturer with a Factory in Florida**

By checking the “True” box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with section 287.092, Florida Statutes.

**APPENDIX IV: QUESTION SUBMITTAL FORM**

Each Vendor shall complete the form provided based on its questions relating to this ITN. The completed form shall be submitted in accordance with the instructions provided in **Section 2.7** of the ITN. The electronic response must be submitted as a Microsoft Word 2007 version file format. This form may be expanded as needed to facilitate response to this requirement.

**Vendor Name:** [Enter Legal Name of Vendor]

Question Number	ITN Section Number	ITN Page Number	Question/Comment
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

[Add rows as necessary.]

\_\_\_\_\_  
\*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

\*Name and Title of Authorized Representative

\*This individual must have the authority to bind the Vendor.

**APPENDIX V: MANDATORY REQUIREMENTS CHECKLIST**

<b>MANDATORY CRITERIA CHECKLIST</b> for: (enter name & reference # of solicitation)		
<b>Print Vendor's Name (Agency):</b>		
<b>Print Name of Department Reviewer (Procurement Manager):</b>		
<b>Signature of Department Reviewer:</b>	<b>Date:</b>	
<b>Print Name of Department Witness:</b>		
<b>Signature of Department Witness:</b>	<b>Date:</b>	
1. Was the reply received by the date and time specified in the ITN and at the specified address?		
<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail  Comments:		
2. Does the reply include the following?		
a.	Signed Certificate of Signature Authority, naming the Vendor and its Authorized Representative (see note at bottom of Section A of Appendix II for acceptable alternatives)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
b.	Master Certification, including the names of Vendor and its Authorized Representative and signature of the Authorized Representative.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
3. Is the "True" box in the Master Certification checked for each of the following?		
(1)	The reply includes a separate hard copy of the Programmatic Reply as required by the solicitation?	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
(2)	The reply includes a separate hard copy Financial Reply as required by the solicitation?	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
<b>The reply includes the following required Vendors Statements and Certification Documents:</b>		
a.	Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
b.	Certification of Representations Per Section 9 of PUR 1001	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
c.	Certification of Authority to Do Business in Florida	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
d.	Statement of No Involvement	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
e.	Conflict of Interest Statement (Non-Collusion)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
f.	Certification Regarding Subcontractors and Other Providers	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
g.	Certification Regarding Lobbying	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
h.	Certification Regarding Scrutinized Companies List	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail

i.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
j.	Certification Regarding Prior Contractual Obligations	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
k.	Certification of Representations Per Sections 287.133 and 287.134, F.S.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
l.	Certification of a Drug Free Workplace	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail

The reply includes the following "tie breaker" certification documents:		
Appendix III m. -Certification of a Certified Minority Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III n. - Certification of a Service Disabled Veteran's Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III o - Certification of a Florida Business	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appendix III p - Certification of a Foreign Manufacturer with a Factory in Florida	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Comments:

**4. Has the Department verified that the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List?**

(YES) = Pass

(NO) = Fail

Comments:

**APPENDIX VI: SUBCONTRACTOR LIST**

The lists will identify the subcontractors who will perform work under the contract(s) resulting from this solicitation.

The Vendor shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in the related subcontracted services and is qualified to provide the services for which each subcontractor is listed.

In the event that no subcontractor(s) will be used, this list shall be returned indicating "No Subcontractors will be used."

**CHECK HERE IF NO SUBCONTRACTORS WILL BE USED:**

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone #	
FEIN #	

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone:	
FEIN #	

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone #	
FEIN #	

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone:	
FEIN #	

[Duplicate table as necessary for additional subcontractors.]

\_\_\_\_\_  
\*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

\*Name and Title of Authorized Representative

\*This individual must have the authority to bind the Vendor.

## APPENDIX VII - BUDGET SUMMARY AND DETAIL INSTRUCTIONS

The project budget summary should display all costs that will be paid by the Department for the delivery of services resulting from this ITN. Use the Project Budget Summary format and list the appropriate amounts for all line items that will be expended during the budget period. The format displays the suggested line items to be covered for this project; other line items may be added, if necessary. "Miscellaneous" and "Other" are not acceptable line items. Any missing year budgets, for the initial term, will be assumed to be a duplicate of the last year submitted. The budget for each renewal year must be submitted, or the resulting contract will not be eligible for renewal.

In addition to and in support of the Project Budget Summary, a detailed description must be provided for each line item displaying the methodology used to calculate the total for the line item. Documentation must show the percentage of costs being charged to the Department, if the Vendor has another source of income providing funding to this project. Items requiring *estimated* costs must be accompanied by sufficient documentation or explanation to support the estimation. An estimated number of units must be provided for each line item calculated using a unit rate x unit cost calculation. In addition;

- Salaries** provided must be comparable with similar positions in the surrounding labor market and a job description must be provided for each position listed. Include the number of FTEs that will be funded in whole or in part by this project.
- Fringe benefits** must display the calculation of costs, specifically the percentages or rates for each benefit being charged to this project.
- Staff Travel** is reimbursed as specified by Department travel policies and procedures in CFOP 40-1 and state statute (section 112.061 Florida Statutes).
- Office expenses** should be based on prior history, a reasonable estimated monthly expense or written Vendor policy.
- Rental or use of space** must show the address, the square footage and the rate per square footage.
- Rental equipment** necessary to carry out the delivery of services must include the unit cost (per month) and the number of months the item(s) will be used.
- Insurance** costs must provide sufficient documentation to explain the percentage of cost being charged to this project and/or the calculation of the cost and the insurance coverage being provided.
- Advertising/outreach** costs must show the estimated number of units (publications or media events) and the estimated cost for each publication or event.
- Membership fees and subscriptions** necessary for the delivery of services must show the estimated costs and number of units projected.
- Client education and training tools** must provide the types of services to be provided, the estimated number of clients to be served, and the estimated unit cost of each service.
- Information Resource Technology (IRT)** includes computers, monitors and other technology items costing less than \$1,000 each and must include a brief description of the item(s) to be purchased, the unit cost for each item and justification for each item. For recurring costs, must show the estimated unit cost for each recurring cost associated with the

delivery of services, including internet access, computer/network/printer maintenance, system access, etc.

- **Subcontracted services** such as janitorial services or security services must show the monthly rate and the number of months for which service is required.
- **Subcontracted client services** providing direct services to clients must include the Vendor to be subcontracted with, the services to be provided, the estimated number of clients to be served and the unit cost for service(s).
- **Financial audits** being covered in part or in whole with project funds must show the rate used to calculate this cost or the percentage of cost being allocated to this project.
- **Operating capital outlay (OCO)** to be purchased for use under this project must show the number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased.
- **Office equipment (non-OCO)** to be purchased under this contract (costing less than \$1,000 each) for use under this project must show the number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased. Purchased must be estimated in accordance with the State's guidelines found at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)
- **Indirect costs** being charged to the project must show the percentage of funding required by the Vendor to carry out the common or joint tasks covered by this line item. A summary of the expenditures covered by these funds is required.

**APPENDIX VIII - PROJECT BUDGET SUMMARY**

		<b>Vendor Name</b>	
		<b>Contract Year (Insert Year) - (Insert Dates)</b>	
<b>Budget Line Item</b>		<b>Line Item Totals</b>	<b>Category Total</b>
<i>Personnel Category</i>			
A.	Personnel	\$ -	
B.	Fringe Benefits	\$ -	
C.	Other Personnel Services (OPS)	\$ -	
D.	Background Checks	\$ -	
<b>Total Personnel Category:</b>			<b>\$ -</b>
<i>Travel Category</i>			
E.	Staff Travel & Training	\$ -	
F.	Client Transportation	\$ -	
<b>Total Travel Category:</b>			<b>\$ -</b>
<i>Expense Category</i>			
G.	Office Expenses		
1.	Utilities	\$ -	
2.	Telephone	\$ -	
3.	Postage/Shipping	\$ -	
4.	Copies/Printing	\$ -	
5.	Office Supplies	\$ -	
6.	Janitorial Supplies	\$ -	
7.	Building Maintenance/Repair	\$ -	
8.	Equipment Repair	\$ -	
9.	Security Services	\$ -	
10.	Office Equipment/Furniture	\$ -	
<b>Total Office Expenses:</b>			<b>\$ -</b>
H.	Rental or Use of Space	\$ -	
I.	Rental Equipment	\$ -	
J.	Insurance	\$ -	
K.	Advertising/Outreach	\$ -	
L.	Membership Fees & Subscriptions	\$ -	
M.	Client Educational and Training Tools	\$ -	
N.	Fixed Price Services	\$ -	
O.	Information Resource Technology	\$ -	
P.	Subcontracted Services	\$ -	

Q.	Subcontracted Client Services		\$	-
R.	Financial Audit		\$	-
			<b>Total Expense Category:</b>	\$ -
<b>Direct Costs Category</b>				
S.	Operating Capital Outlay (OCO->\$1,000.00)		\$	-
T.	Indirect Costs	<u>        </u> %	of Total Direct Costs	\$ -
			<b>Subtotal Direct Costs:</b>	\$ -
			<b>Total Project Budget</b>	\$ -

Any missing year budgets, for the initial term, will be assumed to be a duplicate of the last year submitted. The budget for each renewal year must be submitted, or the resulting contract will not be eligible for renewal.

**APPENDIX IX**

Sample Format  
Vendors may add columns and rows as needed.

**REPLIED COST ALLOCATION PLAN**  
for the  
**2018 CONTRACT YEAR**

<b>Line Item</b>	<b>This Application</b>	<b>Funding Source A</b>	<b>Funding Source B</b>	<b>Funding Source C</b>	<b>Total</b>
<b>Personnel Category</b>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<b>Fringe Benefits</b>					
<b>Staff Travel</b>					
<b>Sub-Contracted Services</b>					
<b>Office Expenses</b>					
<b>Operating Capital Outlay</b>					
<b>Rental or Use of Space</b>					
<b>Rental of Equipment</b>					
<b>Maintenance Agreements</b>					
<b>Insurance</b>					
<b>Membership Fees and Subscriptions</b>					
<b>Advertising</b>					
<b>Client Education and Training Tools</b>					
<b>Indirect Costs</b>					
<b>SAVE System Access</b>					
<b>Total</b>					

## APPENDIX X

### FIXED PRICE BUDGET WORKSHEET INSTRUCTIONS

This worksheet is a required part of the project budget, and will help the Vendor fairly account for costs when calculating a fixed price for a single or multiple service components. The line items are the same as in the Project Budget Summary in **Appendix VIII**. When calculating line item costs on this worksheet, consider the number of hours staff devote to each service component; the travel, space utilization, and program material costs for each component. For personnel costs, remember to include full-time or part-time administrative staff which support the different service components (which should have been included in the Project Budget Summary). For "cost of business" types of line items (e.g. janitorial costs, financial audit, indirect costs) it may be easier to spread the total costs evenly across all service components.

#### Clients & Hours

These calculations should be consistent with any proposed Service Presentation Tables in the reply.

- Unduplicated Client: The number of individual clients served within the one-year timeframe. If twenty (20) clients are receiving a service for three (3) months out of the year, this only counts as twenty (20) clients, not sixty (60).

**FIXED PRICE BUDGET WORKSHEET**

**Appendix XI**

Budget Line Items	Service Components						Total
	Integration Assistance	Employment Services	Youth Services	Citizenship and Immigration Related Emp. Services	Adult Education Services	Child Care Services	
Personnel							
Fringe Benefits							
Other Personnel Services (OPS)							
Background Checks							
Staff Travel & Training							
Client Transportation							
Utilities							
Telephone							
Postage/Shipping							
Copies/Printing							
Office Supplies							
Janitorial Supplies							
Building Maintenance/Repair							
Equipment Repair							
Security Services							
Office Equipment/Furniture							
Rental or Use of Space							
Rental Equipment							
Insurance							
Advertising/Outreach							
Membership Fees & Subscriptions							

Client Education and Training Tools							
Fixed Price Services							
Information Resource Technology							
Subcontracted Services							
Subcontracted Client Services							
Financial Audit							
Operating Capital Outlay (> \$1,000)							
Indirect Costs							
<b>Total Cost for Service</b>							
Approx. # of Clients to Be Served (Unduplicated)							