

INVITATION TO NEGOTIATE (ITN)

ADDENDUM #1

January 3, 2018

ITN Number: 10556

ITN Services: A forty-two (42) bed Residential Program for boys appropriate for nonsecure residential placement, between the ages of nine and eighteen (18) with innovations in delinquency programming and treatment services. Basic Care and Custody of a Residential Program shall be provided in accordance with Florida Statutes, Florida Administrative Rules and Department policy to meet the minimum requirements as described in Attachments A-1, A-2 and A-3, of the ITN, and in keeping with A-4, References and Definitions, of the ITN. The proposed services shall also include funding for forty-two (42) filled slots for boys in need of Developmental Disability Services (DDS) or Borderline Developmental Disability Services (BDDS) as described in Attachments A-2 and A-3, of the ITN.

UNSPSC Code: 93141507

Subject: This Addendum contains questions submitted by prospective Respondents and the Department's answers, updates to the solicitation language, and revisions to Attachment D, Evaluation of Past Performance for Residential Commitment Programs.

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

REFERENCE: Page 1, Transmittal Letter
UPDATE: Attachment D, Evaluation of Past Performance for Residential Commitment Programs (Revised)
Attachment E Facility/Site Requirements Certifications/Attestation (**MANDATORY** for Respondents Proposing use of a Provider Owned/Leased Facility or for Respondents Proposing use of an Owned/Leased Facility not currently Owned/Leased by the Respondent)

REFERENCE: Page 49, Attachment B, Section XI., Contract Period and Renewal
UPDATE: The resulting Contract is expected to begin on ~~September 28, 2018~~ **September 4, 2018** and shall end at **11:59 p.m. on June 30, 2023**. The Department may renew the resulting Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original contract, or three years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, subject to the availability of funds and other factors deemed relevant by the Department.

REFERENCE: Pages 63-65, Attachment D, Evaluation of Past Performance for Residential Commitment Programs
UPDATE: Attachment D, Evaluation of Past Performance for Residential Commitment Programs (Revised)

REFERENCE: Pages 66, Attachment D – Part I, Data Sheet: Past Performance of Residential Commitment Programs
UPDATE: Attachment D – Part I, Data Sheet: Past Performance of Residential Commitment Programs (Revised)

(Questions are presented in exact manner received.)

Questions from Res-Care, Inc. – Received 11/29/2017	
Question #1:	Please confirm what types of organizations are eligible to respond to this Invitation to Negotiate. Is this ITN limited to non-profits?
Answer #1:	The Invitation to Negotiate (ITN) 10556 is not limited to non-profits. Any type of organization is eligible to respond to this ITN. The Department is seeking Respondents that can provide the services sought in this ITN.
Questions from Res-Care, Inc. – Received 12/5/2017	
Question #2:	Is the Designated Mental Health Authority intended to be on-staff or a consultant?
Answer #2:	The Designated Mental Health Authority position is intended to be on staff.
Question #3:	On page 4, under I. Introduction/Background, there is a description of a facility with 40 beds located in the Northwest Region, while the desired program is described as a 42-bed residential program in the North Region. Is the solicited Residential Program ITN intended to be a completely new program in addition to the existing RAM-C described?
Answer #3:	The solicited Residential Program for this ITN is intended to be one program with a total of forty-two (42) beds, in a Provider owned/leased building in the North Region.
Question #4:	Does DJJ intend to provide any start-up funding for this facility?
Answer #4:	Should the Respondent feel start-up funding is essential for the success of the program, such funds may be added to the reply for consideration by the evaluation and negotiation team(s).
Questions from Rite of Passage, Inc. – Received 12/5/2017	
Question #5:	When comparing the current ITN (#10556) with the previous ITN (#10477), the eight (8) vocational slots were not included in the current ITN, yet vocational services are still required. What is the anticipated number of youth expected to receive pre-vocational/vocational programming, services and certifications under this ITN?
Answer #5:	All eligible youth are expected to receive pre-vocational/vocational programming services. The eight slots and overlay rate were removed from the current solicitation, with the expectation the vocational services will be included in the per diem rate.
Question #6:	Please clarify if the anticipated contract execution date is September 4, 2018 (page 45 of the ITN) or September 29, 2018 (page 49 of the ITN).
Answer #6:	September 4, 2018 is the anticipated Contract start date. The expected begin date for the resulting Contract on page 49 of the ITN is being corrected in this addendum.

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

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

Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of

proceedings under chapter 120, Florida Statutes. Written notices, formal requests and proceedings must conform to the requirements set forth in chapter 28-110, Florida Administrative Code.

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

SIGNED BY: _____

NAME: _____

COMPANY: _____

TITLE: _____

DATE:

Fiscal Year 46-47 17-18 year to date (YTD) PAR data	10 points	Points for each rate (per program): +10 points for 3 standard deviations below the mean +3 points for 2 standard deviations below the mean 0 points = mean or 1 standard deviation above or below mean -3 points for 2 standard deviations above the mean -5 points for 3 standard deviations above the mean Data can be found at http://www.djj.state.fl.us/services/residential/performance-data
Success Rate	100 points	Points are awarded based on the percentage of youth who successfully completed all programs. This score is derived by dividing the total number of Completions for all programs by the total number of Releases for all programs. Data may be found at: http://www.djj.state.fl.us/research/reports/car
Offense During Placement (ODP) Percentage	10 points	ODP Percentage: 10 points for 0% Data can be found at: http://www.djj.state.fl.us/research/reports/car
Percentage of youth who remain crime free one year after release*	10 points	10 points for each program meeting or exceeding the approved standards in the Long Range Performance Plan 46-47 17-18 Goals, data may be found at: http://www.djj.state.fl.us/services/residential/performance-data *Percentage determined by 100 minus-Recidivism Rate. Data may be found at: http://www.djj.state.fl.us/research/reports/car
Cure Notices	-40 points	-20 points per program for Respondents receiving a Cure Notice.
TOTAL	130 POINTS	

PART II MAXIMUM POINTS

Out of State	100 points	Respondents completing Attachment D Part II can receive 20 points for up to 5 (five) programs in states other than Florida which have been determined to be in good standing or compliance with that state's monitoring system. All supporting documentation must be provided in order to receive these points. All documentation provided for Part II of Attachment D must include: <ul style="list-style-type: none"> • a valid start and end date of each submitted certification • be dated within a valid date range • clearly document that the program is a juvenile justice residential commitment program and that the Respondent operated the program.
	-60 points	20 points per program shall be deducted for up to three (3) programs in states other than Florida, which have been determined to be "below average or failure" by the monitoring system of the contracting governmental agency.
TOTAL	100 POINTS	

PART III

Certifications	30 points	<p>10 points for each for up to three (3) programs that are currently accredited by the organizations mentioned in Part III. All supporting documentation must be provided. All documentation provided for Part III of Attachment D must include:</p> <ul style="list-style-type: none"> • a valid start and end date for each submitted accreditation, • be dated within a valid date range, • clearly document that the program is a juvenile residential commitment program and that the Respondent operated the program during the time the accreditation was received.
TOTAL	30 POINTS	

Total Available Points Parts I and III (In-state): 160 points

Total Available Points for Parts II and III (Out-of-state): 130 points

ATTACHMENT D – PART I
Data Sheet: Past Performance of Residential Commitment Programs (Revised)

Respondent: _____ ITN #: _____ Date ITN Issued: _____

Program Name ¹	Contract Number ²	Program Level ³	Program Operation Begin Date ⁴	Program Operation End Date ⁵	Verified Child Abuse ⁶	Failure to Report ⁷	Escapes ⁸	Excessive Force/ Unnecessary Force ⁹	PAR ¹⁰	Total Releases ¹¹	Successful Completions ¹²	ODP Percentage ¹³	Percentage of Youth Who Remain Crime Free One Year After Release ¹⁴	Contract Cure Notice ¹⁵
Department Use Only														

1 As found in the program contract.
 2 This information is only to aid the Department in identifying the program name.
 3 During the past year from the date of ITN issuance, the restrictiveness level for the majority of the time the Respondent operated the program.
 4 First date Respondent operated the program.
 5 Last date Respondent operated the program or, if the current Respondent, the date the contract will expire.
 6 DCF verified child abuse and neglect investigations. Verified and closed cases during the past year from the date of ITN issuance.
 *Determined rate by counting the number of incident type per 1,000 filled bed days.
 7 The number of failure to report (not including Individual FTR) reportable incidents in accordance with Rule 63F-11.001-006, Florida Administrative Code, during the past year from the date of ITN issuance.
 8 The number of incidents of escape during the past year from the date of ITN issuance. Escapes are defined using criteria of Rule 63F-11.001-006, Florida Administrative Code.
 9 The number of closed, substantiated excessive or unnecessary force incidents in accordance with Rule 63F-11.001-006, Florida Administrative Code, during the past year from the date of ITN issuance.
 10 Most recent YTD FY 16-17 17-18 PAR data from the date of ITN issuance. Data can be found at: <http://www.djj.state.fl.us/services/residential/performance-data>
 11 The number of youth released from the program as documented in the 2016 Comprehensive Accountability Report. This data may be found at <http://www.djj.state.fl.us/research/reports/car>
 12 The number of youth completing the program as documented in the 2016 Comprehensive Accountability Report. This data may be found at <http://www.djj.state.fl.us/research/reports/car>
 13 The ODP is the percentage of releases adjudicated for an offense during placement as documented in the 2016 Comprehensive Accountability Report. This data can be found at: <http://www.djj.state.fl.us/research/reports/car>
 14 Percentage of youth who remain crime free one year after release. Data can be found in the Long Range Performance Plan 17/18 Goals, data may be found at <http://www.djj.state.fl.us/services/residential/performance-data>
 *Percentage determined by 100 Minus-Recidivism Rate. Data may be found at: <http://www.djj.state.fl.us/research/reports/car>
 15 Twenty (20) point deduction for Respondent's receiving a Cure Notice for each program during the past year from the date of ITN issuance.