

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
Refugee Services Program



INVITATION TO NEGOTIATE (ITN)

**Adult Education Services for
Refugees and Entrants in Miami-Dade County**

ITN#: SNR1819RS001
Release Date: MARCH 12, 2018

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APPENDIX X: Department’s Standard Integrated Contract Part 1 and Part 2

NOTE: In addition to the appendices included in this document, APPENDIX X, a draft version of 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 Adult Education Services for Refugees and Entrants in Miami-Dade County. These services will be provided to assist eligible refugees and entrants (hereafter referred to as “refugees” or “clients”) in effectively resettling and becoming economically self-sufficient as quickly as possible upon arrival to the United States.

With adult education services, the Department seeks to remove educational barriers to employment in an effort to promote and accelerate self-sufficiency. Specifically, the inability to communicate in English is a significant barrier to both social integration and employment. Through adult education services, the successful Vendor will assist refugees and entrants (collectively “refugees”) in need of English language Instruction (ELI) or vocational training. The Vendor will directly provide ELI to refugees in Miami-Dade County. The Vendor shall also ensure that vocational training is made available to all eligible individuals. The Vendor may also provide scholarships for internal ELI or vocational classes or administer vouchers so that refugees have access to ELI classes or vocational training through partner organizations. With Department approval, the Vendor may also provide additional adult education services to assist refugees in overcoming obstacles to employment. These may include, but are not limited to, a High School Equivalency Diploma Program (GED), Citizenship preparation, Adult Basic Education (ABE), Workplace English for Speakers of Other Languages (ESOL), or other relevant allowable training.

Adult education services will include some or all of the following components:

- 1.1.1 Outreach - Organize outreach activities designed to familiarize potentially eligible individuals and local organizations of the services being offered by the adult education program;
- 1.1.2 Intake - Determine program eligibility and conduct an intake and initial data collection for each eligible individual upon entry into the adult education program;
- 1.1.3 Pre-Test Standardized Assessment - Conduct an evaluation of the client’s English language ability and, if appropriate, his or her educational level through the use of standardized assessment instruments administered as a pre-test;
- 1.1.4 English Language Instruction (ELI) Courses - Directly provide ELI courses to eligible refugees (clients);
- 1.1.5 Scholarships and Vouchers - The Vendor may provide scholarships to refugees for internal ELI or vocational classes. The Vendor may also administer vouchers to clients allowing those clients to have access to ELI/vocational courses through partner organizations. Scholarships and vouchers are defined in **Section 3.2.9.8**;
- 1.1.6 Referrals to Employment Services - Within fourteen (14) days of successful completion of Level 3 ELI or above, and with the client’s approval, the Vendor shall refer the client to the RS-funded employment services provider. Within thirty (30) days of making the referral, the Vendor shall follow up with the client or the employment services provider to ensure that contact was made;
- 1.1.7 Vocational Training - Ensure vocational training is offered through courses that provide competencies needed for entry into specific occupations or for advancement within an

occupation. Vocational training shall be designed to lead to employment within twelve (12) months;

- 1.1.8 Additional Adult Education Services - If the Vendor deems it necessary, and the Department approves, the Vendor may provide additional adult education services that may include, but are not limited to, a GED program, citizenship preparation, ABE, workplace ESOL, or other relevant training;
- 1.1.9 Post-Test Standardized Assessment - Assess client progression at regular intervals through the utilization of standard assessment instruments; and
- 1.1.10 Supportive Services - With Department approval, the Vendor may provide supportive services including attendance counseling, transportation assistance, referrals, child care, recertification/re-credentialing, and other support services as permitted by the Department.

For a complete list and more detailed descriptions of the tasks required by this ITN, see **Section 3.2.9 Service Components Task List** on page 18 of the ITN.

Replies shall only be accepted from public postsecondary institutions (college, university, etc.) accredited by the Southern Association of Colleges and Schools (SACS) pursuant to Section 402.7305, F.S. All accredited institutions can be found at the following website: <http://www.sacscoc.org>.

Any Vendor interested in submitting a reply must comply with any and all terms and conditions described in this Invitation to Negotiate (ITN).

1.2 Statement of Purpose

The Department is seeking adult education services for refugees in Miami-Dade County. These services will enable refugees to more readily obtain gainful employment which will, in turn, promote and accelerate economic self-sufficiency. In general, struggles with the English language are a major barrier for refugees as they attempt to obtain and maintain employment. Refugee adult education services aim to assist refugees in need of improving English language skills or developing employment-related skills through vocational training for the purpose of finding stable, higher paying jobs. Increasing employment options and boosting potential earnings allow refugees to spend less time dependent on public benefits.

In responding to this ITN, the Vendor must justify the way in which it wishes to deliver these services (See **Section 3.2.9 Service Component Task List** and **4.2.5 Tab 4: SERVICES APPROACH AND SOLUTION** for more details). The Vendor's plan must be reasonable, effective, and cost-efficient.

With this ITN, the Department intends to fund a single refugee adult education program that will assist refugees in Miami-Dade County, as well as neighboring counties where there is no RS-funded adult education provider. It is the intent of this procurement to award one (1) contract. However, as stated in **Section 5.5.3 Reserved Rights**, the Department does reserve the right to select multiple Vendors 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 September 1, 2018. The anticipated duration of the contract is up to three (3) years. 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 \$2,000,000 and \$4,000,000 for each year. However, the overall 3-year contract value is not estimated to exceed \$10,000,000 and there are anticipated decreases in year two (2) and three (3) of the contract. Funding amounts will largely depend on Office of Refugee Resettlement (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:

David Draper, Procurement Manager

Mailing Address:

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

David.Draper@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.

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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)	http://www.myflfamilies.com/service-programs/refugee-services
Current Refugee Services Contracted Vendors	List of RS-Funded Vendors currently providing refugee services in Florida	http://www.myflfamilies.com/service-programs/refugee-services/providers-services
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	https://www.acf.hhs.gov/orr
Florida's Refugee Population Statistical Reports	Detailed statistical information on refugee arrivals, services received, country of origin, etc.	http://www.myflfamilies.com/service-programs/refugee-services/statistics-florida
Important Refugee Federal and National contact information	Provides information on many national and international groups providing assistance to refugees	http://www.myflfamilies.com/service-programs/refugee-services/national-refugee-resources

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Arrival Data

The table below lists arrival data from Federal Fiscal Year (FFY) 2013 to 2017 for refugees and entrants in Miami-Dade County. Arrival numbers can vary greatly from year to year.

Refugee and Entrant Population in Miami-Dade County FFY 2013 – FFY 2017						
Country of Origin	FFY 2013	FFY 2014	FFY 2015	FFY 2016	FFY 2017	TOTAL
Afghanistan	0	0	1	13	22	36
Burma	5	9	10	2	6	32
Colombia	17	25	69	148	28	287
Cuba	19,900	22,038	34,313	39,906	19,029	135,186
Dem. Rep. Congo	0	3	16	75	5	99
Haiti	178	253	167	836	773	2,207
Iraq	9	9	0	17	16	51
Syria	0	0	20	84	44	148
Venezuela	65	0	0	0	0	65
Other	29	73	65	104	107	378
TOTAL	20,203	22,410	34,661	41,185	20,030	138,489

Clients Served Data

The table below lists the number of refugees and entrants receiving adult education services in Miami-Dade County from FFY 2013 to FFY 2017. Please note, these services were provided through two (2) distinct adult education contracts (contracts with Miami-Dade College and Miami-Dade Public Schools). Miami-Dade College will continue to provide adult education services. Thus, the winning Vendor will not be expected to serve this entire population.

Refugees and Entrants in Miami-Dade County Receiving Adult Education Services FFY 2013 – FFY 2017						
	FFY 2013	FFY 2014	FFY 2015	FFY 2016	FFY 2017	TOTAL
# of Refugees and Entrants Receiving Adult Education Services (Served through Miami-Dade College Contract)	4,869	5,406	4,955	6,965	6,371	28,566
# of Refugees and Entrants Receiving Adult Education Services (Served through Miami-Dade Public Schools Contract)	6,523	6,165	6,429	9,807	9,163	38,087
# of Refugees and Entrants Receiving Adult Education Services (TOTAL)	11,392	11,571	11,384	16,772	15,534	66,653

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-reply meetings. All Vendors shall be accorded fair and equal treatment.

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SECTION 2. ITN PROCESS

2.1 General Overview of the Process

Replies that meet the Mandatory Requirements of this ITN (see **Section 5.2 and Appendix V**) and are otherwise responsive will be eligible for evaluation. Following the evaluation, if the Department chooses to make an award, the Department will post a notice of intended contract award, identifying the Vendor(s) selected for award.

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_www.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 Public Records and Trade Secrets** 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 During the Negotiation Phase of this ITN: (i) 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 only permissible "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 only permissible 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 reply, 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 12, 2018	5:00 PM	DMS VBS Electronic Posting site: http://www.myflorida.com/apps/vbs/vbs www.main_menu	2.2.1
*Solicitation Conference (Call) to be Held:	April 10, 2018	2:00 PM	Conference Call#: 1-888-670-3525 Participant Code: 4471182592	2.6
Submission of Written Inquiries Must be Received by:	April 17, 2018	5:00 PM	Attn: David Draper Procurement Manager Dept. of Children & Families Refugee Services 1317 Winewood Blvd, Building 6, Room 200 Tallahassee, FL 32399-0700 David.Draper@myflfamilies.com	2.7
Anticipated Date for Posting Department's Response to Inquiries:	April 24, 2018	5:00 PM	DMS VBS Electronic Posting site: http://www.myflorida.com/apps/vbs/vbs www.main_menu	2.7

Activity	Date	Time Eastern	Address	Section Reference
Notice of Intent to Submit a Reply:	May 1, 2018	5:00 PM	Attn: David Draper Procurement Manager Dept. of Children & Families Refugee Services 1317 Winewood Blvd, Building 6, Room 200 Tallahassee, FL 32399-0700 David.Draper@myflfamilies.com	2.8
Sealed Replies Must be Received by the Department:	May 15, 2018	12:00 PM	Attn: David Draper 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:	May 15, 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
*Debriefing Meeting of the Evaluators and Ranking of the Replies:	May 30, 2018	10:00 AM	Dept. Of Children and Families 1317 Winewood Blvd Bldg. 6, Refugee Services Lobby Tallahassee, FL 32399-0700	5.3
Anticipated posting of qualified Vendors (shortlist) for Negotiation:	June 4, 2018	5:00 PM	DMS VBS Electronic Posting site: http://www.myflorida.com/apps/vbs/vbs www.main_menu	5.3.5
Anticipated negotiation period:	June 4, 2018 - June 21, 2018	TBD	TBD	5.4
*Meeting of Negotiation Team to Develop Recommendation for Award:	June 21, 2018	2:00 PM	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:	June 26, 2018	5:00 PM	DMS VBS Electronic Posting site: http://www.myflorida.com/apps/vbs/vbs www.main_menu	5.5.4
Anticipated Effective Date of Contract:	September 1, 2018	N/A	N/A	1.3

Activity	Date	Time Eastern	Address	Section Reference
<p>*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).</p>				

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 Call

The purpose of the Solicitation Conference Call is to review the ITN with interested Vendors. The Department encourages all prospective Vendors to participate in the Solicitation Conference Call during which prospective Vendors may pose questions. The Solicitation Conference Call for this ITN will be held at the time and date specified in **Section 2.5**. Participation in the Solicitation Conference Call is not a pre-requisite 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 inquiries 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 inquiries 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.

Any addenda or written responses supplied by the Department will 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 Schedule of Events**. 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 Reply 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

In making a final selection, 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

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.

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 which 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 reply or give the Vendor an advantage or benefit not enjoyed by other Vendors.

2.11.2 Right to Inspect, Investigate, and Rely on Information

In ranking replies and in making a final selection, 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 Replies

The Department reserves the right to reject all replies 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

2.11.5.1 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.

2.11.5.2 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.

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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

Adult education services will be provided to assist refugees in effectively resettling and becoming economically self-sufficient as quickly as possible following arrival to the United States. Through the provision of adult education services, the Department seeks to remove education-related employment barriers by assisting refugees in learning to read, speak, and write English in an effort to promote and accelerate self-sufficiency. The Vendor will directly provide ELI to eligible individuals. The Vendor shall also offer vocational training focused on providing competencies needed for entry into specific occupations. The Vendor may also provide scholarships for internal ELI/vocational classes or administer vouchers so that clients have access to ELI classes or vocational training through partner organizations. The Vendor may propose additional adult education services (see **Section 3.2.9.11**).

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 State's 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

Adult education services will be provided to refugees who reside in Miami-Dade County. Refugees residing in neighboring counties where no Refugee Services (RS)-funded adult education program exists may also be s Refugees residing in neighboring counties where no RS-funded adult education programs exist may also be served.

3.2.4 Major Program Goals

To achieve economic self-sufficiency, refugees must find work as quickly as possible upon arrival to the United States. The primary goal of adult education services is to assist refugees in overcoming educational barriers to employment by offering or facilitating ELI and vocational training. These services will accelerate a refugee's path to economic self-sufficiency. Another major goal of these services is to promote the social integration of refugees. By learning and improving English skills, refugees will more readily adapt to U.S. culture.

3.2.5 Contract Limits

- 3.2.5.1** Services funded under any resulting contract shall be refugee-specific services only, designed to meet the needs of refugees.
- 3.2.5.2** Funds for any resulting contract may be administered under the terms of the Social Services Grant, Targeted Assistance Grant, Refugee School Impact Set-Aside (Social Services Grant), Services to Older Refugees Set-Aside (Social Services Grant), 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, services, and the number of clients and to add service priorities as needed.
- 3.2.5.4** At times, the Department may receive additional refugee-related funds for relevant services not specifically mentioned in this ITN. If the Department deems it necessary, any such funding may be distributed to the adult education Vendor for relevant services (See **Section 3.2.9.16 Additional Tasks**).
- 3.2.5.5** Funds awarded under this contract may not be used to supplant Florida Department of Education (DOE) general revenue funds or any other state or federal funds awarded to the Vendor.

3.2.6 Client Eligibility

- 3.2.6.1** Clients to be served under the resulting contract are refugees residing in Miami-Dade County requiring adult education services who have been in the United States for less than sixty (60) months. Refugees residing in neighboring counties where no RS-funded refugee adult education program exists may also be served.
- 3.2.6.2** 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).

3.2.7 Client Determination

- 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 client eligibility.
- 3.2.7.2** Client 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 client'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 client 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 uses 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.

3.2.8 Current Service Priorities

Refugee adult education services will be funded by ORR through the Social Services Grant, the Targeted Assistance Grant, the Refugee School Impact Grant Set-Aside (Social Services Grant), the Services to Older Refugees Set-Aside (Social Services Grant), and/or the Discretionary Targeted Assistance Grant Program. These funds shall be used to serve refugees/entrants residing in Miami-Dade County who have been in the United States for less than sixty (60) months. Currently the following priorities apply to individuals eligible for services funded through these grants:

Social Services Grant – Social Services Grant (CFDA 93.566) funds can be used to serve refugees/entrants residing in Miami-Dade County who have been in the United States for less than sixty (60) months and are seeking refugee adult education services. The following priorities apply to individuals eligible for refugee adult education services funded through the Social Services Grant:

- **First Priority.** All newly arriving refugees/entrants during their first year in the U.S. who apply for services;
- **Second Priority.** Refugees/entrants who are receiving cash assistance;
- **Third Priority.** Unemployed refugees/entrants who are not receiving cash assistance; and
- **Fourth Priority.** Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.

Targeted Assistance Grant – Targeted Assistance Grant (CFDA 93.566) funds can be used to serve refugees/entrants residing in Miami-Dade County, Florida, who have been in the United States for a period less than sixty (60) months and are seeking refugee adult education services. The following priorities apply to individuals eligible for services funded through the Targeted Assistance Grant:

- **First Priority.** Refugees/Entrants who are receiving cash assistance, particularly long-term recipients;
- **Second Priority.** Unemployed refugees/entrants who are not receiving cash assistance; and
- **Third Priority.** Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.

Refugee School Impact Grant Set-Aside (Social Services Grant) – Refugee School Impact Grant Set-Aside (CFDA 93.566) funds can be used to serve refugees/entrants ages 5-18 seeking youth services assistance. The following priorities apply to individuals eligible for youth services funded through this contract:

- **First Priority.** Refugees/Entrants who have been in the US for less than twelve (12) months or within twelve (12) months of their date of asylum or applicable eligibility date;
- **Second Priority.** Refugees/Entrants who have been in the US for less than thirty-six (36) months or within thirty-six (36) months of their date of asylum or applicable eligibility date; and
- **Third Priority.** Clients whose date of entry in the U.S. is more than thirty-six (36) months, or more than thirty-six (36) months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with the approval of the contract manager and if Social Services Grant funds are included in the contract.

Services to Older Refugees Set-Aside (Social Services Grant) – Services to Older Refugees Set-Aside (Social Services Grant) (CFDA 93.566) funds can be used to serve older refugees/entrants (over the age of 60), whose eligibility date is less than sixty (60) months. The following priorities apply to individuals eligible for services funded through the Services to Older Refugees Set-Aside.

- **First Priority.** All newly arriving older refugees/entrants during their first year of service eligibility who apply for services;
- **Second Priority.** Older refugees/entrants who have lost, or are at risk of losing, SSI and/or other federal benefits; and
- **Third Priority.** Older refugees/entrants with the greatest relative risk of nursing home placement.

Discretionary Targeted Assistance Grant – The Discretionary Targeted Assistance Grant Program is designed to assist newly arrived refugees and specific refugee populations with compelling situations who, for various reasons, have been unable to make the transition to economic self-sufficiency.

3.2.9 Service Components Task List

Refugee adult education services involve providing ELI and vocational training to refugees in the service area. The Vendor may also provide scholarships or administer vouchers so that clients have access to ELI or vocational training classes through partner organizations. Refugee adult education services also involve ensuring that vocational training is made available to all eligible individuals. With proper justification and Department approval, the Vendor may provide additional adult education services designed to assist refugees in overcoming obstacles to employment. The Vendor’s proposed service delivery model must deliver refugee adult education services in a reasonable, effective and cost-efficient manner.

Please note, federal policy regarding refugees and refugee resettlement sometimes changes. The Department seeks a Vendor with the flexibility and openness to adjust specific tasks and deliverables as necessary. If the overall number of arriving refugees increases or decreases, or if population demographics shift, the Vendor must have the ability to evolve its service delivery model to meet the needs of the eligible population in an efficient and cost-effective

manner. Although tasks, deliverables, and population specifics may vary over time, the overall goal of the adult education program will remain the same.

The Vendor shall perform or ensure that the following substantive service tasks are performed:

3.2.9.1 Outreach - The Vendor shall ensure that a variety of appropriate outreach activities are conducted to familiarize potentially eligible individuals and local organizations with the available adult education services being offered, to explain the purpose of those services, and to 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.

3.2.9.2 Intake - The Vendor must first determine a refugee's eligibility (see **Section 3.2.6 Client Eligibility** and **3.2.7 Client Determination**). Upon determination of eligibility, the Vendor shall conduct an intake and initial data collection. The data collection shall include, but is not limited to, the following: 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 shall also request that the refugee complete a 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 clients in their native language per the Limited English Proficiency (LEP) policy referenced in any resulting contract. In the event that a client refuses to sign the form, the Vendor shall complete the Vendor section of the form.

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

3.2.9.3 Pre-Test Standardized Assessment - The Vendor shall conduct an initial evaluation of the client's English language ability and, if appropriate, his or her educational level through the use of a Department-approved standardized assessment instrument administered as a pre-test. The Vendor shall maintain verifiable assessment information and the applicable pre-test score(s) sufficient to document the client's initial education level. Generally, the date of the pre-test assessment should not precede the client intake date. However, if the client has taken an applicable standardized assessment within the last four (4) months, then the Vendor may use those test scores for placement purposes.

3.2.9.4 Enrollment - Based on the results of the pre-test standardized assessment and the client's educational level and educational needs, the Vendor shall enroll clients into the appropriate education program.

The Department also requests that the Vendor explore creative ways to keep clients enrolled in ELI classes, even after clients have become employed. The Department requests the Vendor consider and propose innovative solutions for increasing refugee enrollment in ELI courses and maintaining client enrollment over time. The Vendor shall consider feasible ways to motivate clients to continue with their studies even after those clients begin working.

3.2.9.5 Academic Advising – The Vendor shall offer Academic Advising to refugees enrolled in the refugee adult education program. Academic Advising will involve the assessment of each student (pre-test standardized assessment, post-test standardized assessment, as well as any other assessments relevant to the refugee’s ongoing academic or career success). The Vendor shall not only identify the ELI level of each refugee, but shall also examine each client’s interests, skills, and abilities. Academic Advising shall involve an exploration of these interests, skills, and abilities and shall take into account the labor market analysis conducted yearly by the local RS-funded employment services provider. Through Academic Advising, the Vendor, together with the refugee, will identify possible vocational courses, academic goals (college degree, vocational certificate, etc.), and career opportunities that would benefit the refugee. The Vendor will then advise the refugee on the steps necessary to successfully complete each of those goals. This may involve enrolling the refugee in the appropriate ELI or Vocational course or referring the refugee to the appropriate academic or job assistance program.

3.2.9.6 English Language Instruction (ELI) – The Vendor shall provide ELI courses to refugees in the service area. The Vendor must determine the number of teachers/staff and the number of instructional hours necessary for each ELI class. Please reference the Task Limits found in **Section 3.2.10**. The Vendor must determine an appropriate student-to-teacher ratio for each ELI class. The Vendor must also determine the most appropriate and convenient times and locations to offer classes. If course offerings in mainstream classes are not appropriate for portions of the refugee community, the Vendor may consider providing refugee-specific classes (i.e. classes for refugee clients only).

ELI courses and class curriculum must align with Florida Department of Education (DOE) “Curriculum Framework.” DOE Adult Education Curriculum Framework and details on course levels can be found at the following website: <http://www.fldoe.org/academics/career-adult-edu/adult-edu/2017-2018-adult-edu-curriculum-framework.shtml>.

Please note, the Department is not looking for an ELI program centered on online classes and internet-based learning. The Department shall contract with a Vendor capable of providing classroom-based learning experiences with physically-present teacher/instructors and face-to-face instruction.

3.2.9.7 Vocational Training – The Vendor shall provide coordinated vocational training through courses that provide competencies needed for entry into specific occupations or for advancement within an occupation. Those receiving vocational training must be willing to enroll with a refugee services employment provider prior to completion of the training to assist with job placement in the field he or she is

being trained in. Vocational training must be intended to be completed in twelve (12) months or less and lead to employment in an available marketable occupation in the service area in accordance with the labor market analysis available from the local RS-funded employment services provider.

- 3.2.9.8** Scholarships and Vouchers – For the purposes of this ITN, a scholarship is defined as an internal payment made to fund a refugee’s tuition, book or materials in a vocational or ELI course directly provided by the Vendor. On the other hand, Vouchers are defined as certificates of funding presented by the Vendor to refugees to be used to fund a client’s enrollment, books/materials, or tuition costs in an appropriate ELI course provided by a partner organization.

The term voucher does not refer to internal referrals to other educational programs offered by the Vendor itself. Rather, vouchers are to be used to pay for classes/courses offered by third-party partner organizations offering ELI or vocational training.

The Vendor may provide scholarship for internal ELI/vocational classes or administer vouchers so that refugees have access to ELI or vocational training classes through partner organization. The Vendor must show that the proposed scholarship or voucher system is both effective and cost-efficient.

When administering Vouchers, the Vendor must establish a working relationship with partner organizations and address how payments will be made, how student progress will be monitored and data collected, and how the Vendor will follow-up with partner organizations to ensure that services are delivered appropriately.

Please note, the Vendor is required to directly perform at least 51% of the work required under any resulting contract rather than solely depend on subcontractors/vouchers.

- 3.2.9.9** Referrals to Employment Services - Within fourteen (14) days of the successful completion of Level 3 ELI or above, and with the client’s approval as noted on the Client Release of Information form and any additional releases required under the Family Educational Rights and Privacy Act (FERPA), the Vendor shall refer the client to the RS-funded employment services provider to be placed in initial or upgraded employment. The Vendor shall release any relevant and approved information to the employment services provider to help the provider determine what employment services the client might be eligible to receive.

Within thirty (30) days of the referral to the employment services provider, the Vendor shall follow-up with the client or the employment services provider to ensure that contact was made. Documentation of the referral and follow-up shall be maintained by the Vendor.

- 3.2.9.10** Post-Test Standardized Assessments – The Vendor shall assess progression of clients at regular intervals utilizing Department-approved standardized assessment instruments. Generally, these post-test standardized assessments will occur at the completion of each level of an ELI or vocational course or in accordance with time frames designated by the Department of Education (DOE). The Vendor shall document in the client case file and in the Refugee Services Data System (RSDS) the

attainment of literacy completion points (LCP), occupational completion points (OCP) or documented progress, along with the applicable post-test scores obtained using standardized assessment instruments. Post-test scores may then be used for placement in subsequent ELI or vocational courses.

- 3.2.9.11 Additional Adult Education Services** – With Department approval, the Vendor may provide additional adult education services that may include, but not limited to, GED programs, citizenship preparation, ABE, workplace ESOL, or other relevant training.
- 3.2.9.12 Supportive Services** – With Department approval, the Vendor may provide supportive services including, but not limited to, attendance counseling, transportation assistance, referrals, child care, recertification/re-credentialing, and other supportive services as necessary. If the Vendor determines it necessary to provide certain supportive services, these services and the manner in which they will be provided must be thoroughly explained and justified in the Vendor’s reply.
- 3.2.9.13 Client Case File** – For each client served, the Vendor shall maintain a case file (hard copy and/or electronic) that includes a detailed chronological account of service delivery including, but not limited to the following:
- 3.2.9.13.1** Eligibility documentation, including legible copy of the front and back (if applicable) of immigration documentation;
 - 3.2.9.13.2** Intake documentation;
 - 3.2.9.13.3** Client Release of Information Form;
 - 3.2.9.13.4** Documentation of course enrollment;
 - 3.2.9.13.5** Pre-Test/Post-Test standardized assessment test scores
 - 3.2.9.13.6** Documentation of other goods or services provided;
 - 3.2.9.13.7** Referral Information;
 - 3.2.9.13.8** Any other form(s) required by the Department; and
 - 3.2.9.13.9** Termination of client services documentation (if closed).
- 3.2.9.14 Termination of Client Services and Case Closure** – The Vendor shall close a client’s case for the following reasons:
- Client completion of all objectives and no longer in need of services;
 - Client no longer meets eligibility criteria for the program;
 - Written or verbal notification by the client of withdrawal from the program;
 - Client relocation out of the service area;
 - Non-participation of the client (the client has not participated in service for twelve consecutive months);
 - Unsuccessful closure (client participated but objectives not achieved); or
 - Death of the client.

3.2.9.15 Refugee Integration and Self-Sufficiency Annual Survey - The Vendor shall conduct a survey of clients who have been in the U.S. for at least one (1) year. The goal of the survey is to assist the Refugee Services Program in assessing the degree in which refugee clients have integrated and achieved self-sufficiency after arriving to the U.S. Surveys may be completed in person, telephonically, or through other approved methods. The Vendor should consider completing surveys during routine client contact or during client activities. The Department will provide a list of clients from which the Vendor will randomly select clients to survey. Prior to surveying, the Vendor shall verify that the client is on the list provided by the Department, offer an assurance that responses cannot and will not be linked back to the client, explain the goal/purpose of the survey, and indicate that the survey is voluntary. The number of surveys to be completed by the Vendor, the survey tool, and the method of data collection will be provided by the Department prior to implementation. Clients under the age of eighteen (18) shall not be administered the survey.

3.2.9.16 Additional Tasks - The Vendor may provide additional services that are allowed under state and federal laws, particularly those outlined in 45 C.F.R ss. 400.154 and 400.155, and state grant awards. The Vendor must obtain Department approval for the provision of any additional services.

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 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 Refugee Services guidelines is sufficient to provide services.

3.2.10.5 Regarding vocational training, the Vendor must adhere to the following task limits:

3.2.10.5.1 In accordance with 45 CFR Part 400.146, these funds may not be used for long-term training - all vocational training must be intended to be completed in twelve months or less and lead to employment in that time. However, a client may take longer to complete a vocational program only if the delay is the result of the educational organization failing to offer courses required for completion of the vocational program;

3.2.10.5.2 The Vendor must record documented progress; and

3.2.10.5.3 The vocational training must be aligned with the client's employability plan and directly benefit the client in his or her search for employment as stated in 45 CFR Part 400.146. Please note, English Language Instruction (ELI) is not limited to twelve months, however ELI must be provided in a

concurrent, rather than sequential, time period with employment and employment-related services.

- 3.2.10.6** Clients are limited to three (3) enrollments in a particular level or course in an attempt to achieve documented progress. If the client is unsuccessful in achieving documented progress in said level or course after three (3) attempts, the Vendor shall refer the client to other funding sources/programs that would better meet the client's needs.
- 3.2.10.7** In accordance with 45 CFR Part 400.81(b), if an individual is a professional in need of professional refresher training and other recertification services in order to qualify to practice his or her profession in the United States, the training may consist of full-time attendance in a college or professional training program, provided that such training: Is approved as part of the individual's employability plan by the State agency; does not exceed one year's duration; is specifically intended to assist the professional in becoming relicensed in his or her profession; and, if competed, can realistically be expected to result in such relicensing. This training may only be made available to individuals who are employed.
- 3.2.10.8** Course offerings under any resulting contract are limited to those that are within the frameworks developed by the Florida Department of Education or those approved in writing by the Department no fewer than thirty (30) calendar days prior to implementation.
- 3.2.10.9** No civil litigation/representation against the Federal, State, or Local government shall be provided for matters other than immigration and immigration-related issues.
- 3.2.10.10** 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.
- 3.2.10.11** The Vendor shall document client progression assessment information using only those standardized testing instruments identified in Rules 6A-6.014(4), 6A-6.014(5), and 6A-10.040, F.A.C. or Florida Department of Education-issued documents that supersede these. Documenting client progression for any English Language course using non-standardized testing instruments not identified in any of the previously mentioned F.A.C. or DOE documents is not acceptable.
- 3.2.10.12** 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.
- 3.2.10.13** The Provider will not be reimbursed or paid under any resulting contract for students/clients who are enrolled in a K-12th grade public school program.
- 3.2.10.14** Tasks, task descriptions, and task limits 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 - IX**) 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. In the event of lower-than-expected arrival numbers, a change in federal grant requirements, or a reduction in grant award amounts, the Department in conjunction with the Vendor, may reconsider appropriate staffing levels and make adjustments as necessary.

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 positions 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 any resulting 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.

3.2.14 Subcontractors

3.2.14.1 The Vendor may subcontract for services under the terms of any resulting contract, and subject to the Department's **Standard Integrated Contract Section 4.3**, with the prior written approval of the Department. **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 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 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 measures; 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.
- 3.2.14.4** The Vendor shall ensure that it operates in accordance with the Uniform Grant Guidance. More information can be found in **Section 3.2.2 Programmatic Authority** and **4.2.6 TAB 5: COMPANY QUALIFICATIONS AND EXPERIENCE**.

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. Miami-Dade 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 shall offer evening and weekend service times. However, office hours shall be maintained for a minimum of **40 hours per week**. The Vendor must submit class/course schedules for Department review and approval at least seven (7) days prior to the Term start date. In the event of lower-than-expected arrival numbers, a change in federal grant requirements, or a reduction in grant award amounts, the Department in conjunction with the Vendor, may reconsider appropriate service times and make adjustments as necessary
- 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 will 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.
- 3.2.19.3** Federal policy regarding refugees and refugee resettlement sometimes changes and the Department seeks a Vendor with the flexibility and openness to adjust specific tasks and deliverables as necessary. If the overall number of arriving refugees increases or decreases, or if population demographics shift, the Vendor must have the ability to evolve its service delivery model to meet the needs of the eligible population in an efficient and cost-effective manner. Although tasks, deliverables, and population specifics may vary over time, the overall goal of the adult education program will remain the same.

3.2.20 Records and Documentation

- 3.2.20.1** Client Records - The Vendor shall maintain records documenting the total number of eligible individuals 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 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
Invoice	Monthly	20 th 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
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

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due
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 Exhibit A1-7 of the Integrated Contract	Monthly	5 th working day of each month	The Office of Civil Rights Form Site: https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html
Uptake Analysis	Annually	Within 60 days of contract execution	1 electronic and 1 hard copy
Employment Screening Affidavit	Annually	July 31	1 electronic and 1 hard copy
Preferred Pricing Affidavit	Annually	July 31	1 electronic and 1 hard copy
Refugee Specific Instruction Report (if applicable)	Monthly or by Term	To Be Determined	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 Refugee Services Data System (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 by the 10th of each month, 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.
- 3.2.22.3** 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 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 Department's Standard Integrated Contract**, and place the Vendor in breach of contract.

3.2.23 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.T**, 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:

- 3.2.23.1** At least ___ percent of client intakes conducted shall result in enrollments into English Language Instruction courses.

- 3.2.23.2 At least ___ percent of English Language Instruction (ELI) courses in which clients are enrolled (and not withdrawn) within a reporting period will result in a completion.
- 3.2.23.3 At least ___ percent of English Language Instruction courses completed by clients within a reporting period shall result in a Literacy Completion Point (LCP) as validated by standardized assessment instructions.
- 3.2.23.4 At least ___ percent of clients who earned a Literacy Completion Point (LCP) from the prior term will enroll in the next level of ELI in the following term.
- 3.2.23.5 At least ___ percent of all vocational training courses ending for each client within a reporting period shall result in an Occupational Completion Point (OCP) as validated by standardized assessment instruments.
- 3.2.23.6 At least ___ percent of new arrivals that are over the age of eighteen (18) are enrolled in ELI courses within one (1) year of arrival.
- 3.2.23.7 At least ___ percent of clients enrolled in a vocational training course will also enroll with an employment provider prior to completion of the vocational training.

3.2.24 Performance Evaluation Methodology

The calculation of the performance measures 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:

3.2.24.1 The calculation for the sample performance measure detailed in **Section 3.2.23.1** is:

$$\left(\frac{\text{Total \# of client intakes that resulted in enrollments into ELI courses}}{\text{Total \# of client intakes}} \right) \times 100 \geq \text{___\%}$$

3.2.24.2 The calculation for the sample performance measure detailed in **Section 3.2.23.2** is:

$$\left(\frac{\text{Total \# of ELI courses completed within the reporting period}}{\text{Total \# of vocational training courses ending for each client within a reporting period}} \right) \times 100 \geq \text{___\%}$$

3.2.24.3 The calculation for the sample performance measure detailed in **Section 3.2.23.3** is:

$$\left(\frac{\text{Total \# of ELI courses completed by clients within the reporting period that resulted in an LCP}}{\text{Total \# of ELI courses completed during the reporting period}} \right) \times 100 \geq \text{ ___\% }$$

3.2.24.4 The calculation for the sample performance measure detailed in **Section 3.2.23.4** is:

$$\left(\frac{\text{Total \# of ELI clients who earned an LCP from the prior term and enrolled in the next level of ELI for the following term}}{\text{Total \# of ELI clients who earned an LCP within the reporting period}} \right) \times 100 \geq \text{ ___\% }$$

3.2.24.5 The calculation for the sample performance measure detailed in **Section 3.2.23.5** is:

$$\left(\frac{\text{Total \# of Occupational Completion Points (OCP) earned as validated by standardized assessment instruments}}{\text{Total \# vocational training courses ending for each client within the reporting period}} \right) \times 100 \geq \text{ ___\% }$$

3.2.24.6 The calculation for the sample performance measure detailed in **Section 3.2.23.6** is:

$$\left(\frac{\text{Total \# of new arrivals over the age of 18 that enrolled in ELI courses within 1 year of arrival}}{\text{Total \# of new arrivals}} \right) \times 100 \geq \text{ ___\% }$$

3.2.24.7 The calculation for the sample performance measure detailed in **Section 3.2.23.7** is:

$$\left(\frac{\text{Total \# of clients enrolled in a vocational training course that also enroll with the employment provider prior to completion of the vocational training}}{\text{Total \# of clients enrolled in a vocational training course}} \right) \times 100 \geq \text{_____\%}$$

3.2.25 Vendor Unique Activities

- 3.2.25.1** The Vendor must be knowledgeable of the refugee populations to be served in the identified service area.
- 3.2.25.2** The Vendor shall ensure that any individual who seeks to apply for contracted services has an opportunity to do so.
- 3.2.25.3** Services funded under the resulting contract(s) must be provided to the maximum extent feasible in a manner that is culturally and linguistically compatible with a refugee’s language and cultural background, and in a manner that includes the use of bilingual/bicultural women on service agency staff to ensure adequate service access by refugee women. In accordance with 45 CFR Part 400.145, the Vendor must insure that women have the same opportunities as men to participate in all ORR funded services, including job placement services.
- 3.2.25.4 Limited English Proficiency (LEP) Language Requirement.** The Vendor shall serve LEP populations in compliance with the requirements of Title VI of the Civil Rights Act of 1964. The Vendor shall develop and submit for approval a comprehensive written policy on language access for LEP persons within sixty (60) days of contract execution.
- 3.2.25.5** The Vendor shall perform all other unique activities described in any resulting contract. This shall include, but is not limited to, Health Insurance Portability and Accountability Act (HIPAA), and Safeguards Regarding the Use and Disclosure of Client Data.
- 3.2.25.6 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.

- 3.2.25.7 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.

3.2.26 Coordination with Other Entities

- 3.2.26.1 The Department may undertake additional related work either directly or by contract. The Vendor shall fully cooperate with other such entities, Department employees, community based organizations, and other service organizations providing 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.
- 3.2.26.2 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.
- 3.2.26.3 If at any time the contract is canceled, terminated, or expires, and a new 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 the contract services to the other subsequent contractor.

3.2.27 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.

3.2.28 Department Obligations

- 3.2.28.1 Upon written request, Refugee Services will provide technical assistance to the Vendor's staff in the implementation of adult education services.
- 3.2.28.2 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.
- 3.2.28.3 **SAVE/VIS Program.** If the Vendor chooses to use the SAVE/VIS Program, Refugee Services will request user access to the SAVE/VIS Program for the Vendor from ACCESS and forward pertinent connection information to the Vendor. Refugee Services will forward to the Vendor the required operating instructions for access to and use of the SAVE/VIS Program. Refugee Services will make available to the Vendor the telephone number of the CSC VIS help desk. Refugee Services 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.

3.2.29 Monitoring Requirements

- 3.2.29.1** 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**.
- 3.2.29.2** The Vendor will be monitored on its performance of all tasks and special provisions of any resulting contract.
- 3.2.29.3** The Vendor's actual expenditure report is subject to monitoring for accuracy and compliance with federal or state financial regulations.

3.2.30 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 or designee 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 its 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, Refugee Services 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 (Project Budget Summary), the Budget Narrative, and the Cost Allocation Plan (See **Section 4.3.3 TAB B: BUDGET**).

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 measures, 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.

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 Schedule of Events and Deadlines**. 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 Reply Deadline**.

4.1.2 Electronic Transmittal of Reply 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 Schedule of Events and Deadlines**.

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 reply 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 Adult Education Services for Refugees and Entrants in Miami-Dade 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 drive, 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, and mailing and email address of person who can respond to inquiries regarding the reply.

4.2.2 TAB 1: OTHER MANDATORY REQUIREMENTS

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

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 20 pages)

The Vendor shall describe its approach to performing the **Service Component Tasks** described in **Sections 3.2.9** and the Performance Measures and Vendor Unique Activities found in **Sections 3.2.23 - 3.2.25** and how it will meet all of the Department's detailed requirements. Specifically, the Vendor must explain in detail the methods it will use to develop, implement, and manage an adult education program in Miami-Dade County that includes all of the services outlined in this ITN. In order to facilitate the reply evaluation process, Vendors should format this reply section in a way that is clearly delineated for each of these service areas. Please ensure that responses to each of the sections below (Sections A through T) are clear, thorough, and concise.

A. Service Area and Population

Describe the geographic area in which the Vendor is currently operational and the proposed operational area for the adult education program. Does the Vendor have experience providing adult education services, refugee services, or other applicable services in the service area? If so, describe each. Describe in detail the experience the Vendor has in providing ELI specifically to the refugee population. Identify particular needs and challenges specific to the refugee population that differ from the mainstream ELI population. Explain how the Vendor has addressed and will address these needs and challenges.

Because of the considerable size of Miami-Day County, the Vendor must have, or be able to expeditiously establish, multiple service sites capable of effectively and efficiently serving the eligible population. Describe where the service sites will be located. Explain why/how the proposed locations will best meet the needs of the population while also being cost-effective. Identify the hours of operation for service sites. Explain how these hours are convenient for the refugee population.

Describe in detail the refugee populations residing in Miami-Dade County. List the challenges these populations face. Describe the specific needs of the refugee population and how the adult education program will meet those needs and assist clients in overcoming barriers. Describe how program services will be provided in a manner that is linguistically and culturally compatible with the refugee population's languages and cultures.

B. Outreach

Describe the types of outreach activities the Vendor will conduct to familiarize potentially eligible individuals 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 that the Vendor will focus on when conducting outreach efforts. Describe the Vendor's plan for providing outreach activities to non-resettlement populations (e.g. eligible entrants, asylees, etc.).

C. Intake

Describe the Vendor's process for 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 client. Describe the proposed intake process as well as the types of information that will be collected. Describe how the Vendor will distribute the Client Release of Information Form.

D. Pre-Test Standardized Assessment

Describe the process the Vendor will use to initially evaluate each eligible individual's English language ability and, if appropriate, his or her educational level. Describe the standardized assessment instrument(s) that will be administered to clients. Provide copies of those instruments as attachments to the Vendor's reply. Explain in detail how the results from the assessment(s) will allow the Vendor to determine the appropriate ELI class in which to enroll each client. Describe how the proposed instrument aligns with the Florida Department of Education's structures to assess language capability and class placement.

E. Enrollment

Explain how the Vendor will enroll clients in the appropriate ELI classes. Describe the enrollment process and how it will work for ELI classes that are directly provided by the Vendor. Describe how the enrollment process will work for any vouchered ELI classes. Describe the enrollment process for any other additional adult education services that are being offered by the Vendor. Describe in detail what the anticipated time frames would be from intake to enrollment to actual class time. What instruction is available immediately and what will be available only at the beginning of a term? The Vendor shall also include a flowchart with the reply that clearly demonstrates a client's step-by-step progression through the enrollment process.

Also, explain the methods the Vendor will use to maintain client enrollment in ELI classes. How will the Vendor limit dropouts? What actions will the Vendor take if a client needs to change classes in the middle of a semester due to an employment placement? Describe methods the Vendor will use to increase overall enrollment. Describe feasible ways to motivate clients to remain enrolled in ELI classes even after a client obtains employment. Describe how the Vendor will re-engage clients that are no longer attending classes. Since Department funds are limited, does the Vendor have any internal resources at its disposal that could be utilized to incentivize client enrollment and client progression? Please describe any such resources.

F. Academic Advising

Describe how the Vendor will provide academic advising to refugees enrolled in adult education services. Describe the assessments that will be utilized to examine each refugee's English and academic levels. Describe how the refugee's interests, skills, and abilities will be assessed. Explain how the Vendor will assist each refugee in exploring academic goals and career opportunities that would benefit the refugee. Elaborate on how the labor market analysis (conducted by the RS-funded employment provider) will

be used to assist refugees in determining appropriate educational or career paths. Describe in detail the staff members that will be provide academic advising. Describe when and where academic advising will occur. Describe how the Vendor will appropriately refer refugees to outside organizations when necessary.

G. English Language Instruction (ELI)

Describe in detail the Vendor's proposed method for providing ELI classes to refugees in the service area. Detail the number of instructors/teachers that will be necessary to provide these classes. Describe the levels of ELI classes that will be offered. Detail the number of classes at each level that will be offered. Describe the Vendor's proposed student-to-teacher ratio. Describe the professional qualifications required of all instructors/teachers. Describe where, when, and with what frequency ELI classes will be offered. Will evening and weekend classes be offered? Will classes be offered in locations convenient to refugees residing in Miami-Dade County? Will the Vendor offer ELI classes in a variety of locations? Describe those locations. How will the Vendor provide ELI classes to refugees who are unable to attend class on a regular basis? Describe any educational materials (books, workbooks, etc.) that will be needed. Describe how the proposed curriculum does or does not align with DOE adult education curriculum.

H. Vocational Training - Describe in detail the Vendor's proposed method for providing vocational training to refugees in the service area. Explain how these courses will provide competencies needed for entry into specific occupations or advancement within an occupation. Describe how the Vendor will coordinate services with the refugee employment services provider. Describe how the Vendor will ensure that vocational training is completed in twelve (12) months or less. Explain how the Vendor will utilize the labor market analysis to assist in placing refugees in relevant vocational training that leads to viable employment.

Detail the number of staff that will be necessary to coordinate the vocational training component. Detail the type of classes that will be offered and the number of classes of each type. Describe where, when, and with what frequency vocational classes will be offered.

I. Scholarships and Vouchers

If the Vendor decides to provide scholarships (defined in **Section 3.2.9.8**) for refugees to attend internal ELI or vocational courses, the Vendor must describe in detail how that process will work. Explain how the utilization of scholarships will be an effective and cost-efficient solution to providing ELI/vocational courses to the refugee population.

If the Vendor is utilizing a voucher system (defined in **Section 3.2.9.8**), the Vendor must describe in detail how it will administer vouchers to refugees so that those refugees have access to ELI or vocational courses through partner organizations. Describe the partner organization(s) that will be providing ELI or vocational courses to clients in Miami-Dade County. Has the Vendor established a working relationship with those organizations? Does the Vendor have MOUs or other agreements already in place? If the Vendor has established an MOU with another entity, describe how that entity was selected and how the selection process complies with the Uniform Grant Guidance. Present copies of any MOUs or other related documents as attachments to the Vendor's reply. Explain how the Vendor will ensure that all partner organizations are capable and qualified to provide ELI.

Has the Vendor established a method of payment to ensure that partner organizations are reimbursed in a timely manner? Describe when and where ELI classes offered by partner organizations will take place. Will evening and weekend classes be available? Will classes be offered in locations convenient to refugees residing in the service area? Will partner organizations offer classes in a variety of locations? Describe any educational materials (books, workbooks, etc.) that will be needed.

Describe how the Vendor will ensure that programmatic data related to scholarship or voucher recipients will be reported to the Department in a timely manner each month. Describe how the Vendor will collect and report on student progress. Explain what data will be provided in reports to the Department. Describe which staff members will be responsible for reporting.

Although the Vendor may have no initial plans to administer vouchers, the Department does want the Vendor to be prepared if the Department decides to put a greater focus on vouchering in the future. Therefore, any Vendor not planning on initially administering vouchers shall present a brief strategy for doing so. Describe what organizations the Vendor would consider connecting with to provide services. Describe the benefits and challenges of administering vouchers. Describe the geographical areas that would potentially benefit from a system that involves vouchers. Describe the logistics involved in administering vouchers.

- J. Referrals to Employment Services – Describe how the Vendor will ensure that clients that have completed Level 3 ELI or above and wish to receive employment services will be referred to the RS-funded employment services provider. Explain how the Vendor will first obtain the client’s approval as well as a signed Client Release of Information form and any additional releases required under FERPA. Describe how the Vendor will ensure that clients are referred within fourteen (14) days of completion of Level 3 ELI. Describe the proposed referral process for clients enrolled in vocational training.

Describe how the Vendor, within thirty (30) days of making the initial referral to the employment services provider, will follow-up with the client or the employment services provider to ensure that contact was made. Explain how the Vendor will obtain and maintain documentation of the referral.

- K. Post-Test Standardized Assessments

Describe how the Vendor will assess the progression of clients at regular intervals utilizing standardized assessment instruments. Describe these standardized assessment instruments in detail and include a copy of each assessment as an attachment to the Vendor’s reply. Detail when these post-test standardized assessments will be conducted. Explain how the Vendor will document the progress of each student. Describe how the Vendor will document the attainment of “literary completion points” (LCPs). Describe how LCPs will be determined in compliance with DOE’s framework. Explain how the Vendor will use post-test standardized assessment scores to assist in the placement of clients in subsequent ELI courses.

- L. Additional Adult Education Services

With Department approval, the Vendor may provide additional adult education services such as a GED program, citizenship preparation, ABE, workplace ESOL, or any other relevant training. Describe in detail any additional adult education services that the

Vendor proposes to provide to refugees in the community. Justify and rationalize the need for those particular services. Detail the Vendor's methods for delivering those services. Describe any costs related to providing those services. Describe the staff members that will be responsible for providing those services and any professional qualifications necessary to provide them. Explain when and where additional adult education services will be offered. Describe any books, workbooks, or materials that the Vendor will need to provide additional adult education services.

M. Supportive Services

With Department approval, the Vendor may provide supportive services to refugees. Examples of supportive services include attendance counseling, transportation assistance, child care, recertification/re-credentialing and referrals. Describe and justify the types of supportive services that the Vendor plans on offering to refugees in the service area. For each supportive service that will be offered, describe in detail the way in which the Vendor will provide that service. For example, if the Vendor decides to distribute bus passes, thoroughly describe how that process would occur. If the Vendor proposes to provide on-site child care while parents attend ELI classes, describe in detail how that would happen. If the Vendor proposes to provide attendance counseling, describe which staff members would be responsible, the activities that would take place, and the structure of the counseling sessions.

N. Client Case File

Explain how the Vendor will maintain individual case files for each client. Describe the information that will be found in each case file. Detail how files will be safely and securely stored. Describe who will have access to client information and how client confidentiality will be safeguarded.

O. Termination of Client Services

Describe the Vendor's proposed procedures for terminating and closing out a client's case. Explain how the Vendor will determine when a client's case should be closed out.

P. Refugee Integration and Self-Sufficiency Annual Survey

Explain how the Vendor will conduct Refugee Integration and Self-Sufficiency Annual Surveys for those clients that have been in the U.S. for at least one (1) year. Describe how surveys will be conducted (i.e. telephonically, in-person, online, etc.). Explain how the Vendor will ensure that only refugees on the Department's list will be surveyed. Describe how the Vendor will ensure each participant that their survey responses cannot and will not be linked back to them and that the survey is completely voluntary. Explain how the Vendor will ensure that the required number of surveys are completed on an annually.

Q. Additional Tasks

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

R. Recruitment and Retention of Clients

The overall goal of ELI courses is to help refugees learn enough English to obtain employment, secure promotions, or to help them seek post-secondary degrees (i.e. college). However, Limited English Proficient (LEP) individuals often encounter a variety

of issues and problems related to attending English classes and English language learning. The Vendor shall describe in detail how it will address the following issues:

1. Responding to high refugee withdrawal rates from ELI;
2. Maintaining refugee enrollment in ELI after refugees have obtained employment;
3. Motivating refugees to advance to higher levels of ELI; and
4. Re-engaging/Re-enrolling refugees that have discontinued ELI.

S. 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 Vendor(s). The reply must include a Service Unit Table (page 44), 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.

Service Unit Table			
Service Units to be Delivered During Contract Period	Estimated Number of Service Units		
	Year 1 (Sep. 1, 2018 to Aug. 31, 2019)	Year 2 (Sep. 1, 2019 to Aug. 31, 2020)	Year 3 (Sep. 1, 2020 to Aug. 31, 2021)
Total Number of Clients Served (Unduplicated)			
Number of Client Intakes			
Number of Pre-Test Standardized Assessments			
Number of Post-Test Standardized Assessments			
<u>Number of ELI Classes Offered:</u>			
ELI Levels 1-2			
Levels 3-4			
ELI Levels 5 and above			
Number of Refugee-Specific Instructional Service Hours Delivered			
<u>Number of Enrollments in:</u>			
ELI Levels 1-2			
ELI Levels 3-4			
ELI Levels 5 and above			

GED/High School Equivalency Vocational Training Adult Basic Education (ABE) Citizenship Classes Vocational English			
Number of Vouchers Administered (if applicable)			
<u>Number of Literacy Completion Points (LCPs) Earned:</u> ELI Levels 1-2 ELI Levels 3-4 ELI Levels 5 and above			
Number of Occupational Completion Points (OCPs) Earned			

T. 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(s)

As stated in **Section 3.2.23**, 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 which 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 adult education services and refugee-related services.
- The Vendor's proposed performance measures.

U. 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

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. Specifically, the Department would like the Vendor to describe experience providing English Language Instruction to adult learners and/or adult education courses and services. The Vendor shall provide data demonstrating the Vendor's ability to successfully deliver these services. For example, the Vendor will submit information detailing the number and percentage of clients completing courses and obtaining LCPs. If the Vendor does not use LCPs as a measure, what type of measure does the Vendor utilize? Explain how this measure of success is valid and comparable to LCPs. In relation to the Vendor's experience providing these services, the Vendor shall describe 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.
- Considering past experience and results, please provide information on prior costs of delivering adult education services (ELI and/or other adult education classes). Detail the cost per student, the cost per class, and the cost per successful completion of a class. These numbers shall be obtained by dividing the total budget for the service by each category (number of students, number of classes, number of successful completions, etc.).
- Describe the Vendor's history working with refugees. Describe the Vendor's experience providing refugee-related services. Describe in detail the types of refugees the Vendor has served previously (country of origin, age, gender, etc.). Describe the Vendor's experience in assisting clients who have been victims of persecution or torture and how the Vendor has addressed those issues when they arise in the educational setting. Describe refugee populations that have created challenges for the Vendor. Explain how the Vendor overcame those challenges. 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.
- Describe the Vendor's history providing adult education services. Describe any attributes that make the Vendor capable of providing the proposed services to the

target population (i.e. refugees). Describe any anticipated differences in results when serving the target population (for example, higher or lower attendance rates, completion rates, dropout rates, etc.). Describe the Vendor's history working with multicultural, multilingual client populations. Describe the Vendor's experience providing services to clients that are illiterate in their home language. 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.

- Describe analysis the Vendor has conducted in relation to the short-term and long-term outcomes of its clients, focusing especially on refugees and other eligible populations. Explain how services provided by the Vendor have led to the success of clients.
- Describe the Vendor's capacity to realistically serve a large number of refugees in the service area. If the refugee population increases, detail the Vendor's capacity and capability to scale up the program over a short period of time.
- Provide a summary of past audits, reviews, and monitoring results, as well as the Vendor's reply for addressing any issues revealed by them. Describe in detail any negative findings over the past five (5) years. Provide evidence that demonstrates that the Vendor has successfully responded to all audits and monitoring findings in a proactive and timely fashion. 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 Standard Integrated Contract Part 1**.
- The Vendor must list all identified subcontracts, or the plan and approach to vet, identify, recruit, and retain subcontractors who will provide proposed services. All identified subcontractors must be listed in **Appendix VI: Subcontractor List**.
- The Vendor must ensure that it operates in accordance with Uniform Grant Guidance. The Vendor shall describe how it will ensure compliance with these federal regulations, including presenting policies and procedures regarding the Vendor's procurement practices. The Department requires 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 Financial Statements in the "Financial Information" portion of the Vendor's Financial Reply. See **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 organizational 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 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

- 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 staff members responsible for vocational instruction. Describe the cultural and linguistic background of staff in relation to the service population. Describe staff requirements related to experience in assisting clients who have been victims of persecution or torture and how staff is prepared to address those issues when they arise in the educational setting. 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 finding 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 cost, 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, and a Cost allocation Plan must all be submitted with the reply. Each of these categories is described below. The actual budget documents can also be found at the end of the ITN in **APPENDICES VII, VIII, and IX**. Please contact the Procurement Manager listed in **Section 1.4** to request Word or Excel versions of any of the forms found in the 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 (September – August) 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.** 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.

In the Vendor’s line item budget, the Vendor must clearly delineate proposed costs in detail. Describe costs associated with providing ELI classes, distributing scholarships, administering vouchers, administration costs, and all other contract costs. All costs must then be described and justified in the Vendor’s budget narrative (see below).

- **Budget Narrative** - The Vendor must submit a complete budget narrative to explain each budget item and include all of the information required by **APPENDICES 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.

- **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 adult education 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 the 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.

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SECTION 5. THE SELECTION METHODOLOGY

The Department intends to award the contract to the responsive Vendor(s) determined to be the best value, based on the selection criteria set forth in **Section 5.1**.

5.1 Selection Criteria

The following Selection Criteria shall apply for this ITN:

Criteria
<ul style="list-style-type: none">• 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.
<ul style="list-style-type: none">• The Vendor’s experience and capability to deliver its proposed services including the Vendor track record providing services similar to the ones specified in this ITN.
<ul style="list-style-type: none">• The Vendor’s company structure and the skills and experience of the Vendor’s leadership team, staff, and resources the Vendor will use in implementing its services.
<ul style="list-style-type: none">• The Vendor’s financial management approach, proposed budget and related financial information.

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 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

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

The Department’s Evaluators will independently evaluate each Programmatic Reply in accordance with the following criteria:

Criteria	Relative Value	Possible Points
<ul style="list-style-type: none"> 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. 	25%	250
<ul style="list-style-type: none"> The Vendor's experience and capability to deliver its proposed services including the Vendor track record providing services similar to the ones specified in this ITN. 	40%	400
<ul style="list-style-type: none"> The Vendor's company structure and the skills and experience of the Vendor's leadership team, staff, and resources the Vendor will use in implementing its services. 	15%	150
TOTAL	80%	800

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

Criteria	Relative Value	Possible Points
<ul style="list-style-type: none"> The Vendor's financial management approach, proposed budget and related financial information. 	20%	200
TOTAL	20%	200

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 Department 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 further scoring by the Department will be performed. The Department may select one or more Vendors for negotiations based on the competitive range of total scores.

5.3.5 Selection and Posting of Qualified Vendors for Negotiation (Shortlist)

The Department will post the Shortlist on the VBS at:

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 Shortlist, 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 Shortlist. However, the Department reserves the right, after posting notice thereof, to expand the Shortlist 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 Shortlist 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

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 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)

Absent a decision to reject all replies or withdraw from this procurement, the Department 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 Department is not required to score the Vendors, and will base the decision on a determination of best value. If the Department determines that two or more replies offering best value 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.

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.

THIS SPACE LEFT BLANK INTENTIONALLY

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

Check below and complete Section A or Section B	
<input type="checkbox"/>	Vendor is not a sole proprietorship (Complete Section A)
<input type="checkbox"/>	Vendor is a sole proprietorship (Complete Section B)
Section A	
<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>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.</p>	
Section 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 Reply submitted in response to ITN # _____.</p>	
Dated:	
Signature:	
Printed Name:	

APPENDIX III: MANDATORY CERTIFICATIONS

MANDATORY CERTIFICATIONS		
MASTER CERTIFICATION		
<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>		
<p>Check the applicable box next to the title to each certification:</p>		
True	False	
		a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document
		b. Certification of Representations Per Section 9 of PUR 1001
		c. Certification of Authority to Do Business in Florida
		d. Statement of No Involvement
		e. Conflict of Interest Statement (Non-Collusion)
		f. Certification Regarding Subcontractors and Other Providers
		g. Certification Regarding Lobbying
		h. Certification Regarding Scrutinized Companies List
		i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts
		j. Certification Regarding Prior Contractual Obligations
		k. Certification of Representations Per sections 287.133, and 287.134, F.S.
		l. Certification of a Drug Free Workplace
<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>		
<p>Signature of Authorized Representative:</p>		<p>Date:</p>
<p>a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</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 (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. Certification of Representations Per Section 9 of Form PUR 1001

By checking the "True" box in the Master Certification and signing the same, I hereby certify my understanding, representation, and acknowledgement of all matters set forth in Section 9 of PUR 1001, only limited in the manner provided in that same section.

c. Certification of Authority to Do Business in Florida

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.

d. Statement of No Involvement

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.

e. Conflict of Interest Statement (Non-Collusion)

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.

f. Certification Regarding Subcontractors and Other Providers

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 cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative 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 cooperative 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 cooperative 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.

The 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, replies, or responses 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, reply or response.

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 Written Inquiries**. The electronic reply must be submitted as a Microsoft Word 2007, or later, 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

MANDATORY CRITERIA CHECKLIST for: (enter name & reference # of solicitation)		
Print Vendor's Name (Agency):		
Print Name of Department Reviewer (Procurement Manager):		
Signature of Department Reviewer:		Date:
Print Name of Department Witness:		
Signature of Department Witness:		Date:
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 of the Financial Reply as required by the solicitation?	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
(3)	The Vendor submitting the reply is a public postsecondary institution (college, university, etc.) accredited by the Southern Association of Colleges and Schools (SACS). All accredited agencies can be found on the following website: http://www.sacscoc.org	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
The reply includes the following required Vendors Statements and Certification Documents:		
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 DETAILED 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.

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/
- **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

		Vendor Name	
		Contract Year (Insert Year) - (Insert Dates)	
Budget Line Item		Line Item Totals	Category Total
Personnel Category			
A.	Personnel	\$ -	
B.	Fringe Benefits	\$ -	
C.	Other Personnel Services (OPS)	\$ -	
D.	Background Checks	\$ -	
		Total Personnel Category:	\$ -
Travel Category			
E.	Staff Travel & Training	\$ -	
F.	Client Transportation	\$ -	
		Total Travel Category:	\$ -
Expense Category			
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	\$ -	
		Total Office Expenses:	\$ -
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	\$ -	
		Total Expense Category:	\$ -
Direct Costs Category			
S.	Operating Capital Outlay (OCO->\$1,000.00)		\$ -
T.	Indirect Costs _____% of Total Direct Costs		\$ -
		Subtotal Direct Costs:	\$ -
		Total Project Budget	\$ -

APPENDIX IX

Sample Format
Vendors may add columns and rows as needed.

PROPOSED COST ALLOCATION PLAN
for the
(INSERT YEAR) CONTRACT YEAR

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