Date: November 25, 2020

Subject: Department of Juvenile Justice (Department or DJJ) Solicitation #10675 – Prevention

Mental Health Services

Request for

Proposals (RFP): This RFP is issued by the State of Florida, Department of Juvenile Justice (the

Department) and is seeking proposals throughout the State of Florida from community, faith-based, not-for-profit organizations, LLC, and/or divisions of local government to deliver mental health services to at-risk youth between the ages of five and seventeen (17). The Department seeks the implementation and delivery of innovative programs to address mental health services throughout the State of Florida that include, but are not limited to: individual, group, suicide prevention and/or family counseling services through integrated mental health/substance abuse evaluation and treatment services.

The Respondent shall provide any, or all, of the above services that shall include individual, group, and/or family therapy services based on the youth's diagnoses and symptoms, treatment needs, and strengths as identified through a diagnostic evaluation. The results of diagnostic evaluations shall be used to determine the nature and complexity of the youth's mental disorder and/or substance related disorder. An Individualized Treatment Plan (ITP) shall be developed to guide the youth's individualized mental health and/or substance abuse treatment. An integrated Individualized Mental Health and Substance Abuse Treatment Plan shall be developed for youths with a co-occurring mental disorder and substance related disorder.

The RFP package consists of this transmittal letter with the following attachments and exhibits (some of which are not included but are available electronically as noted):

PUR 1000[1] General Contract Conditions - Incorporated by Reference<sup>1</sup>

PUR 1001[1] General Instructions to Respondents - Incorporated by Reference<sup>1</sup>

Attachment A Services Sought

Attachment A-A Subsection A – Service Components

Attachment B General Instructions for the Preparation and Submission of Proposals

Attachment C Special Conditions

Attachment D Reserved

Attachment E Facility/Site Requirements Certification/Attestation (For Respondents Proposing

Use of a Provider Owned/Leased Facility)

Attachment F Selection Methodology and Evaluation Criteria
Attachment G Sample Recipient/Subrecipient Contract<sup>2</sup>
Attachment H Prevention Budget December 2018<sup>3</sup>

Attachment I Reserved Attachment J Reserved

Attachment K Drug-Free Workplace Certification<sup>2</sup>

Attachment L Reserved

Attachment M Notice of Intent to Attend Solicitation Conference<sup>3</sup>

Attachment N Notice of Intent to Submit a Response<sup>3</sup>
Attachment O RFP Proposal Cross Reference Table
Attachment P Written Evaluation Questions/Considerations

Attachment Q Proposal Verification Form<sup>3</sup>
Attachment R Certification of Experience
Attachment S Tie Breaking Certifications<sup>3</sup>
Attachment T Client Contact List / Reserved

Attachment U Florida Certified Minority Business Enterprise (CMBE) Subcontracting Utilization

Plan<sup>2</sup>

Attachment V State Advisory Group (SAG) Executive Summary

Exhibit 1 Invoice<sup>4</sup>

Exhibit 2 Youth Census Report<sup>4</sup>

Exhibit 3 Florida Minority Business Enterprise (MBE) Utilization Report<sup>4</sup>

Version: 9 Rev 07-13-20 Page 1 of 58

Exhibit 4 Start-Up Implementation Plan<sup>3</sup> Exhibit 5 Sample Youth Discharge Form<sup>3</sup>

http://dms.myflorida.com/business\_operations/state\_purchasing/documents\_forms\_references\_resources/purchasing\_forms

- <sup>2</sup> Available at: http://www.djj.state.fl.us/partners/procurement-and-contract-administration
- <sup>3</sup> Document uploaded as a separate document for the RFP and posted on the Vendor Bid System.
- <sup>4</sup> Available at: <a href="http://www.dij.state.fl.us/partners/forms-library/contracts">http://www.dij.state.fl.us/partners/forms-library/contracts</a>

Respondents shall comply fully with the instructions on how to respond to the RFP.

Eligible Respondents include units of local government, non-profit and for-profit organizations. Funding for this program is provided through the United States Government (Federal Funds). For-profit organizations should be aware there are special conditions associated with Federal funding awards, including the requirement that commercial organizations agree not to make a profit as a result of an award; not to charge a management fee for the performance of a contract; and to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations. State Advisory Group (SAG) members and their employers (or any entity with a SAG member on their Board of Directors) are precluded from submitting a proposal to this RFP.

Per subsection 287.057(23), Florida Statute (F.S.), Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or manager of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a proposal. All communications from Respondents shall be in writing (by e-mail, facsimile or mail), and cite the subject solicitation number and be directed to the attention of the Procurement Manager below.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any proposal/proposal documents or the attendance at any related meeting or proposal opening. If accommodations are needed because of a disability, please contact the Bureau of Procurement and Contract Administration at (850) 413-0708 at least five business days prior to the meeting.

#### Terminated for Cause Exclusions

In addition to other criteria set forth in this solicitation document, any Respondent, and any and all subsidiaries of the Respondent, that have had a contract terminated by the Department for cause is subject to the follow provisions below:

- 1) The twelve (12) month period shall begin with the effective date of termination for cause, as delineated in the termination letter from the Department.
- 2) If terminated for cause in the last twelve (12) month period preceding the Date Written Proposals Are Due and Opened for this solicitation, the Respondent shall be ruled disqualified and therefore ineligible to submit a response to the solicitation.
- 3) If terminated for cause in the last twelve (12) month period preceding the Notice of Intended Award resulting from this solicitation, the Respondent shall be ruled disqualified and therefore ineligible to receive a contract award.
- 4) The above applies regardless of the business structure (for profit/not for profit) or the dates the corporations were created.

# One Florida Initiative Requirement

The "One Florida Initiative" was developed in an effort to increase diversity and opportunities in state contracting without using discriminatory policies. If a Respondent(s) is awarded a Contract resulting from this solicitation, answers to the following questions may be due to the Department prior to Contract execution:

- 1) Does your organization have a Small Business Administration 8(a) certification? Yes (Y) / No (N) If Y, then proceed no further with these questions.
- 2) Is your organization a non-profit? Y/N

Version: 9 Rev 07-13-20 Page 2 of 58

<sup>&</sup>lt;sup>1</sup> Available at:

- If Y, then proceed no further with these questions.
- 3) Does your organization have more than 200 permanent full-time employees (including the permanent full-time staff of any affiliates)? Y/N If Y, then proceed no further with these questions.
- 4) Does your organization have a net worth of \$5 million or more (including the value of any affiliates)? Y/N

# Sincerely,

Michelle Zieman, Procurement Manager Bureau of Procurement and Contract Administration Florida Department of Juvenile Justice The Knight Building, Suite 1100 2737 Centerview Drive Tallahassee, Florida 32399-3100 Telephone: (850) 717-2609

Fax: (850) 414-1625

E-Mail Address: Michelle.Zieman@djj.state.fl.us

## ATTACHMENT A SERVICES SOUGHT

#### I. GENERAL DESCRIPTION

#### A. <u>Services to be Sought</u>

This RFP is issued by the State of Florida, Department of Juvenile Justice (the Department) and is seeking proposals throughout the State of Florida from community, faith-based, not-for-profit organizations, LLC, and/or divisions of local government to deliver mental health services to at-risk youth between the ages of five and seventeen (17). The Department seeks the implementation and delivery of innovative programs to address mental health services throughout the State of Florida that include, but are not limited to: individual, group, suicide prevention and/or family counseling services through integrated mental health/substance abuse evaluation and treatment services.

The Respondent shall provide any, or all, of the above services that shall include individual, group, and/or family therapy services based on the youth's diagnoses and symptoms, treatment needs, and strengths as identified through a diagnostic evaluation.

The results of diagnostic evaluations shall be used to determine the nature and complexity of the youth's mental disorder and/or substance related disorder. An Individualized Treatment Plan (ITP) shall be developed to guide the youth's individualized mental health and/or substance abuse treatment. An integrated Individualized Mental Health and Substance Abuse Treatment Plan shall be developed for youths with a co-occurring mental disorder and substance related disorder.

The Respondent shall provide services in locations convenient to the youth and family, including but not limited to: the Respondent's office(s), the youth's home/school, juvenile detention centers, hospitals, juvenile probation offices, juvenile assessment centers or community centers. Services shall be provided to youth during traditional and non-traditional business hours, including weekends. Prospective Respondents should address how the Program will engage and work with youth, parents, and families through delivery of mental health services which will support a safe environment and provide youth and their families' positive experiences.

The Respondent should address how the program will engage and work with parents, families, caregivers and other key support networks.

# B. <u>Authority for Specific Program Service(s)</u>

<u>Chapter 985, Florida Statutes (F.S.) gives the Department of Juvenile Justice the authority to:</u>

- 1. Develop and implement effective programs to prevent delinquency;
- 2. Divert children from the traditional juvenile justice system;
- 3. Intervene at an early stage of delinquency;
- 4. Provide critically needed alternatives to institutionalization and deep-end commitment; and
- 5. Provide well-trained personnel, high-quality services, and cost-effective programs within the juvenile justice system.

#### C. Major Goal(s) of the Services

The Department's goal is to provide innovative program opportunities to address Mental Health services through individual, group, and/or family counseling services which address the youth's diagnoses and treatment needs as determined through completion of diagnostic mental health evaluation. Therefore, the organization awarded a resulting Contract will be monitored to ensure that its program achieves substantial success in delivering services.

# D. Program Implementation

The successful Respondents must have the capability to execute a Contract and begin direct services to youth by August 1, 2021. Respondents shall complete a timeline for all proposed activities for implementation from Agency Decision through Contract expiration shall be submitted (Exhibit 4 – Start-Up Implementation Plan). The resulting Contract will reflect the service period from August 1, 2021, through June 30, 2022.

Version: 9 Rev 07-13-20 Page 4 of 58

#### E. Available Funding

The Department anticipates awarding one Contract as a result of this RFP. The resulting Contract awarded under this RFP will be approximately \$186,000.00 annually. Funding for the resulting Contract year (initial Contract award) and renewal years, if applicable, may increase or decrease, based on available funding to the Department.

# F. <u>Definitions</u>

# 1. At-Risk Youth

At-Risk Youth is defined as any youth who exhibits problem behaviors such as ungovernability, truancy, and running away from home. Additionally, a youth who has an identified risk in their record of referrals, school, use of free time, relationships, family/living arrangement, alcohol and drugs, mental health, attitudes/behaviors, aggression, and skills domains is considered at-risk.

# 2. Evidence-based Delinguency Interventions

Interventions and practices which have been independently evaluated and found to reduce the likelihood of recidivism, or at least two criminogenic needs within a juvenile offending population. The evaluation must have used sound methodology, including, but not limited to, random assignment, use of control groups or matched comparison groups, valid and reliable measures, low attrition, and appropriate analysis. Such studies shall provide evidence of statistically significant positive effects of adequate size and duration. In addition, there must be evidence that replication by different implementation teams at different sites is possible with similar positive outcomes.

# 3. <u>Evidence-based Mental Health Treatment</u>

Treatment independently evaluated using sound methodology, including, but not limited to, random assignment, use of control groups, valid and reliable measures, low attrition, and appropriate analysis. Such studies shall provide evidence of statistically significant positive effects in mental health treatment of adequate size and duration. In addition, there must be evidence that replication by different implementation teams at different sites is possible with similar positive outcomes.

#### 4. Individualized Treatment Plan (ITP)

A written individualized treatment plan which structures the focus of a youth's mental health treatment. The ITP must specify the youth's mental health disorder using the most recent version of the Diagnostic and Statistical Manual of Mental Disorders (DSM), symptoms that will be the focus of treatment, the goals and objectives of his or her treatment, treatment methods and interventions/strategies to be provided and the youth's functional strengths and ongoing treatment needs.

# 5. New/Unduplicated Program Participant

A New/Unduplicated program participant is a youth who has gone through the program intake process, been admitted/enrolled/accepted (terminology may vary) for program services and is receiving services task as defined by the resulting Contract.

# 6. Outcome

A measure of the quantified result, impact, or benefit of program tasks on the clients, customers, or users of the services.

# 7. <u>Prevention</u>

Efforts that support youth who are "at-risk" of becoming involved in delinquent behavior and help prevent a juvenile from entering the juvenile justice system as delinquent. Prevention includes arbitration, diversionary, or mediation programs, and community service work, or other treatment available subsequent to a child committing a delinquent act.

### 8. Respondent

Also referred to as the Provider, the Respondent is the entity submitting a response, proposal, and/or reply to this specific solicitation.

# 9. Response, Proposal, and/or Reply

A document submitted in reply to a Request for Proposal (RFP) procurement document to be considered for contract award as a lead agency for the Department.

## 10. Sign-In Sheets

Version: 9 Rev 07-13-20 Page 5 of 58

Youth and family members shall sign-in for each service provided. Sign-in sheets shall contain the name of youth or family member served, the date of service, type of service (individual, group, family) rendered and name of therapist/counselor providing the service. These sign-in sheets shall accompany each monthly invoice to the Department's Contract Manager.

#### 11. <u>Subcontractor</u>

An agreement entered into by the Provider with any other person or organization that agrees to perform any performance obligations for the Provider specifically related to securing or fulfilling the Provider's obligations to the Department under the terms of this Contract.

#### II. YOUTH TO BE SERVED

## A. General Description of Youth to be Served

The Respondent shall provide program services for youth who may be at-risk for formal involvement in the juvenile justice system and who meet the eligibility criteria contained in the resulting Contract.

# B. <u>Youth Eligibility</u>

Services are limited to youth between the ages of five to seventeen (17). Admission to the program for services shall be determined by diagnostic mental health evaluation findings and recommendations contained in any screenings, risk assessments, summaries previously completed by the Department, Substance Abuse Mental Health 2 (SAMH-2), Biopsychosocial Assessment, and/or Comprehensive Evaluations. The decision to accept a youth into the program shall be made by the Respondent.

## C. Youth Referral/Determination

Youth may be referred to the Respondent by parents, legal guardians, local schools, community service organizations, network of community linkages and the Department. The Department shall resolve all disputes regarding the eligibility of youth to participate in the program. The Respondent shall contact the Department's assigned Contract Manager prior to the admission of youth whose eligibility is in dispute.

## D. Limits on Youth to be Served

Youth who have completed program services, may be a participant in program services as a new youth in following contract year(s) if services are needed. The Respondent shall complete all necessary close-out procedures for the Juvenile Justice Information System (JJIS)/Prevention Web once the youth has completed program services. Youth who turn eighteen (18) while enrolled may continue program services until completion.

#### E. Youth Discharge Planning

If services are not received within a thirty (30) day period, the youth will be discharged from the program. Upon release/discharge from program services, the Respondent shall complete and submit to the Department's Contract Manager a youth's discharge form. The Respondent shall ensure the youth's release date is entered into the JJIS system.

# F. <u>Discharge From Services</u>

An individualized mental health treatment summary and discharge plan or substance abuse treatment summary and discharge plan or integrated mental health and substance abuse treatment summary and discharge plan shall be developed for each youth who receives therapy services prior to discharge. The mental health treatment summary and discharge plan documents the focus and course of the youth's mental health treatment. The substance abuse treatment summary and discharge plan documents the course of the youth's substance abuse treatment. The integrated mental health and substance abuse treatment summary and discharge plan documents the focus and course of the youth's integrated mental health and substance abuse treatment. The discharge plan also documents recommendations for mental health and/or substance abuse services upon the youth's transition from services. The mental health treatment summary and discharge plan, substance abuse treatment summary and discharge plan and integrated mental health and substance abuse treatment summary and discharge plan must contain the following elements:

- 1. The dates mental health, substance abuse or integrated mental health and substance abuse treatment started and ended:
  - a. The relevant mental health and/or substance abuse history;
  - b. The reason mental health and/or substance abuse treatment ended:

Version: 9 Rev 07-13-20 Page 6 of 58

- 2. The problems which were the focus of mental health, substance abuse or integrated mental health and substance abuse treatment;
- 3. The course of the youth's mental health and/or substance abuse treatment, and the youth's progress in treatment;
- 4. The youth's pre-treatment and post-treatment DSM-5 diagnoses;
- 5. The youth's continued mental health and/or substance abuse service needs and treatment recommendations; and
- 6. Follow-up appointments scheduled for the youth which include the contact names and telephone numbers of the providers that will be treating the youth.

#### III. SERVICES TO BE SOUGHT

# A. Service Tasks to be Performed

## 1. Transportation Services

The Respondent shall provide or arrange for the provision of transportation for program-related purposes, when necessary and appropriate. The Respondent shall ensure that the vehicles used to transport youth shall be maintained in safe operating conditions at all times, do not exceed the number of persons the vehicle was designed to carry, and are equipped with seat belts and a first aid kit. The Respondent shall ensure all employees who are responsible for transporting youth have a valid license to operate the vehicle. Program-related purposes shall include, but are not limited to:

- a. Community volunteer and service learning project.
- b. Youth development or educational activities.
- c. Medical Appointments.
- d. Referrals.

# 2. Youth Service Plan

The Respondent shall maintain a youth service plan for each youth served. The youth's service plan shall contain all program services the youth will attend during the resulting Contract term. The Respondent shall document all service tasks that have been accomplished toward completion of each youth's service plan.

- 3. List all the major specific service tasks and a description of each task that must be carried out to deliver the overall services (e.g., individual, group, and/or family counseling services, mental health evaluation and treatment services).
  - a. Describe in detail the requirements of delivering the specific service tasks and/or sub-tasks that fall under each major task. Use subheadings as needed.
  - b. Number the Major Service Tasks as necessary and also subnumber/outline the Sub-tasks that are related to the Major Task.
  - c. If there is a program acceptance, admittance, discharge, and/or termination process describe it/them here. If there is a process or programs that allow completion, you can describe successful completion or failure here.
- 4. Programs must offer service to at-risk and/or delinquent youth between the ages of five and seventeen (17), to divert them away from the juvenile justice system. Examples: The following list presents examples (not exhaustive) of the types of program activities that can be funded:
  - a. Mental Health Evaluation Treatment Services;
  - b. Substance Abuse Evaluation and Treatment Services; and
  - c. Integrated Mental Health/Substance Abuse Evaluation and Treatment Services.

# B. Service Tasks Limits

The Respondent shall serve youth between the ages of five and seventeen (17). The prospective Respondent shall be able to provide continuous programmatic services for twelve (12) months of services annually. The Respondent shall provide services to youth who meet the eligibility criteria contained in the resulting Contract. The Respondent shall not be reimbursed for services rendered outside the terms of the resulting Contract. All prescribed services shall be provided in a manner consistent with applicable federal and state laws, rules and regulations. The Respondent shall be able to provide continuous services throughout the resulting Contract term. Services described in this Attachment

Version: 9 Rev 07-13-20 Page 7 of 58

shall be conducted as specified, with no part of any service specification omitted or excluded. The following tasks/services are considered Contract exclusions and are not authorized under the resulting Contract: self-help groups, psycho-educational groups, peer-facilitated groups, parent education or parent skills groups, or counseling services rendered in the absence of a diagnosed mental disorder.

# C. <u>Service Locations and Times</u>

# 1. <u>Service Locations</u>

The Respondent shall outline in detail where services shall be provided. The Respondent shall make its principal or qualified employees available to provide mental health services to youth in locations convenient to the youth and family, including but not limited to the Respondent's office(s), the youth's home/school, juvenile detention centers, hospitals, juvenile probation offices, juvenile assessment centers or community centers. Any additional space where services are to be provided shall be approved in writing by the Department's Contract Manager.

#### 2. Service Times

Administrative services shall be provided, at a minimum, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for state recognized holidays. Hours of operation deviating from traditional business hours should be detailed in the proposal.

# 3. Changes to Service Locations and/or Times

The Respondent shall submit a request for written approval prior to any changes to the location of services or times for service delivery to the Department's Contract Manager. Approval must be obtained in writing from the Department, prior to any such changes.

#### IV. STAFFING & PERSONNEL

The Respondent and all personnel provided under the resulting Contract from this RFP, whether performance is as a Provider, subcontractor, or any employee, agent or representative of the Provider or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, and all applicable federal and Florida state statutes for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. Substance abuse services shall be delivered as specified in s. 397, F.S. The Respondent shall provide copies of all current licenses or certificates required for the delivery of services under the resulting Contract, to the Department's Contract Manager, prior to the delivery of services or as part of the proposal.

# A. Background Screening

Prior to the provision of services, staff shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers available for review on the Department's website. The Respondent shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, F.S. and the Department's background screening policy. The Respondent shall verify the employment eligibility of all current and prospective employees through the United States Department of Homeland Security's E-Verify System, throughout the duration of the resulting Contract.

#### B. Staff Training

This section shall address the Respondent's training plan to deliver trainings required by the Department's Office of Prevention. The Respondent may offer these required trainings in-house or use the Department's Learning Management System to participate in trainings and document the completion of the required trainings by its employees, agents, or subcontractors. All staff must have in his/her personnel file documentation of the completion of minimum training requirements, with the number of hours earned. All employees hired after the resulting Contract execution shall complete training requirements within ninety (90) days of hire date. All independent training curriculums shall be submitted to the Department's Contract Manager for review and approval by the Department's Staff Development and Training unit. Training information shall be updated based on certification or minimum training requirements for individual trainings. Training

Version: 9 Rev 07-13-20 Page 8 of 58

information may be requested by the Department's Office of Program Accountability for validation purposes.

- Respondent staff shall be trained on the Department's Policy and Procedures regarding Human Trafficking. The required training is available through the Department's Learning Management System (Course FDJJ 316 – Human Trafficking 101 for Direct Care Staff). This course introduces the staff to the nature and scope of human trafficking, trains them to recognize the signs of trafficking in victims and teaches them what to do if they suspect someone is a victim of human traffickers.
- 2. The Respondent may use in-house or the Department's Learning Management System to complete all training requirements as listed below. The Respondent and all subcontractors shall complete training on the following:

PREA – Positions listed in the Contract, \*direct-contact, non-direct-contact and subcontractors (two-year basis)

Sexual Harassment – Positions listed in the Contract, \*direct-contact, non-direct-contact and subcontractors (two-year basis)

Human Trafficking - Positions listed in the Contract, \*direct-contact, non-direct-contact and subcontractors (one-year basis)

Trauma Informed Care – Positions listed in the Contract and subcontractors' \*direct-contact positions (within ninety [90] days of Contract execution)

Information Security Awareness – Positions listed in the Contract, \*direct-contact, non-direct-contact and subcontractors who handled/input youth information (within ninety [90] days of Contract execution)

Child Abuse/Incident Reporting – Positions listed in the Contract, \*direct-contact, non-direct-contact and subcontractors (within ninety [90] days of Contract execution)

Suicide Prevention – Positions listed in the Contract, and subcontractors' \*direct-contact positions (within ninety [90] days of Contract execution)

Equal Employment Opportunity (EEO) - Staff listed in the Contract, \*direct-contact, non-direct contact and subcontractors (within ninety [90] days of Contract execution)

It's All About Reporting - Positions listed in the Contract, \*direct-contact, non-direct-contact and subcontractors (within ninety [90] days of Contract execution) (one-year annual basis)

Program Monitoring & Management (PMM) System/Juvenile Justice Information System (JJIS)/Staff Verification System (SVS) – One position listed in the Contract must initially be trained.

Cardiopulmonary Resuscitation (CPR)/First Aid - The Provider shall acquire CPR/First Aid training from a third-party source for all \*direct-contact positions and subcontractors' \*direct-contact positions.

\*direct-contact - staff who have face to face contact with youth.

# 3. Staff Training Costs

All training costs and expenses occurring from, associated with, Department-required training necessary for performance under the resulting Contract or otherwise required by federal or state law, rule, or department policy for Respondent employees, agents or subcontractors, shall be the responsibility of the Respondent. Therefore, all training costs are included in the total cost of the

Version: 9 Rev 07-13-20 Page 9 of 58

services requested. The Department is not responsible for and, therefore, shall not reimburse any additional, itemized training costs, including but not limited to, software, licenses, travel and materials, incurred in the performance of the resulting Contract.

#### C. Staffing Levels

The Respondent shall ensure the constant presence of sufficient qualified staff as indicated in the Attachment H Budget forms to provide the services listed, in order to ensure that there shall be no waiting lists for services and shall monitor staff vacancies to ensure that services are not cancelled, postponed, or rescheduled.

# D. Staffing Qualifications

All staff shall possess adequate education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines.

#### E. Key Personnel and Vacancies

Those individuals who are responsible for the delivery of services are considered key personnel. In the event of a vacancy of key personnel, the Department's Contract Manager shall be notified within twenty-four (24) hours. Additionally, the vacant positions shall be filled by an individual with equivalent experience and expertise.

# F. Staffing Schedule

The Respondent shall have and utilize a written back-up plan and have adequate qualified staff to fill-in for staff who may be absent from work (e.g., unexpected emergency, illness, or vacation) to ensure that services will not be canceled or rescheduled.

# G. Staffing Changes

Changes to the staffing levels, titles, and qualifications required in the resulting Contract are not authorized. Any changes to staffing levels, titles, and qualifications shall be made through a formal Amendment. Staffing changes at any level within the program shall be reported on the Staff Vacancy Report which shall be submitted monthly to the Department's Contract Manager.

#### H. JJIS Contact and Training

The Respondent shall be responsible for the accuracy of the information entered into the JJIS/Prevention Web. This responsibility is based on the Department's capability to provide access and utilization to the Respondent. The Respondent shall designate a lead staff person responsible for ensuring completion and accuracy of the JJIS data entry, including admission and release dates. This staff person shall also be the main contact for the Department's Data Integrity Officer (DIO) and the Department's Office of Program Accountability. The Department will provide limited assistance to the Respondent with JJIS/Prevention Web training.

# I. Record Keeping

The Respondent shall document all service tasks are being accomplished or have been completed. The Respondent shall document completion of training requirements, with the number of hours earned for all staff. The Respondent shall maintain a case file for each youth served. The file shall contain documentation of referral into this contracted program and written parental consent. Data shall be collected and maintained in such a way as to permit data integrity verification against the JJIS/Prevention Web, invoices, and submitted reports.

#### J. Data Collection

Upon access to the Department's JJIS/Prevention Web system, the Respondent shall enter data into the following systems. The responsibility for entering data in the JJIS is based on the Department's capability to provide access and utilization to the Respondent. The Respondent shall contact the Department's DIO in the area to gain appropriate access and secure training within forty-five (45) days of the resulting Contract start date.

# 1. <u>JJIS/Prevention Web</u>

The Respondent must enter data into the JJIS/Prevention Web within three business days of youth's admittance to the program. All youth information required in the JJIS/Prevention Web shall be collected and maintained in hard copy format.

#### 2. Staff Verification System (SVS)

The purpose of the SVS is to create a comprehensive database of employees who work with youth in juvenile justice programs. Each time a supervisor is considering hiring a new employee, the supervisor will be able to access the system to obtain

the work history of the individual in juvenile justice programs in Florida. The system will show the programs the person has worked for and will provide a previous employer's name and telephone number for job references. By sharing this information, the Department will be able to ensure that undesirable employees do not move from the Department to a Provider program or from one Provider program to another. Florida Statute authorizes the sharing of this information for all criminal justice agencies, including the Department of Juvenile Justice and its Providers. Each Respondent will be required to input several data items on each employee including employee name, social security number, date of hire, program where employed, and job title. Once the initial data on all employees is added to the system, Respondents will be responsible for updating the list monthly regarding employees who have left their employment and all new hires. The Department's data will be updated via the State of Florida People First system.

# 3. <u>Program Monitoring & Management (PMM) System</u>

The purpose of the PMM System is to provide a single site for the Department's monitoring process, document storage, deficiency review and corrective actions, and performance measures. Respondents will be able to view monitoring reports and enter comments, build Corrective Action Plans (CAPS) to respond to deficiencies, and enter data on performance issues as determined in the resulting Contract or service area.

- 4. The Respondent is required to collect and report to the Department the following data for evaluation purposes:
  - a. Demographic information of youth served: Name, date of birth, race, sex, Social Security Number, date of admission, and date of release;
  - b. Behavior characteristics of youth admitted to the program; and
  - c. Types of prevention services provided.
- 5. The Respondent is required to maintain data on a monthly basis in each individual participant's file and shall enter data into the JJIS/Prevention Web as required.
- 6. The Respondent, throughout the term of the resulting Contract, shall document compliance with required service tasks, performance and evaluation data, and provide documentation of such data for inspection upon request.
- 7. The Respondent shall participate in the annual Comprehensive Accountability Report (CAR) data verification project for a period of two years following the completion of the current resulting Contract year.
- 8. The Department will conduct outcome evaluations and recidivism studies concentrating on the re-offending and re-adjudication of juveniles who complete the program for one State fiscal year after the youth is released from the program.
- 9. These evaluations and studies will consider the content of the program, its components and the duration of the program. The results may be used in the rating of the program for any future funding.
- 10. The Respondent shall complete all necessary close-out procedures for the JJIS/Prevention Web once the youth has completed program services.

# V. PROPERTY

- A. <u>Non-Expendable Tangible Personal Property</u>
  - 1. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:
    - a. Expenditure of funds provided by the Department under a cost reimbursement Contract.
    - b. Expenditure of funds provided by the Department as operational expense dollars.
  - 2. All Department-furnished property acquired by the Respondent through funding sources identified above, with a cost of \$1,000 or more and lasting more than one year, and hardback-covered bound books costing \$250 or more, and computers regardless of cost, shall be accounted for in accordance with Rule 69I-72, F.A.C. All such property, including replacements to Department-furnished property that is lost, destroyed, exhausted, or surplused under the terms of the resulting Contract, shall be returned to the Department upon Contract

- termination. Any replacements shall be of equal or greater value when returned to the Department.
- 3. Upon delivery of Department-furnished property to the Respondent, the Respondent assumes the risk and responsibility for its loss and damage.
- 4. The Respondent shall submit to the Department's Contract Manager a listing of all items purchased for the program with Department funds and include supporting documentation of funds used. The Respondent shall include this with the first invoice submitted after purchase of the item(s). The Respondent shall not dispose of Department-furnished property without the written permission of the Department. Department policies and procedures shall be followed when disposing of state-furnished property.
- 5. The Respondent shall not use any Department-furnished property for any purpose except the delivery of services identified in the resulting Contract.
- 6. The Respondent shall submit a final inventory report that is approved by the Department at conclusion of the resulting Contract.

#### VI. DELIVERABLES

The Respondent shall submit an invoice with sufficient documentation to fully justify payment for services delivered. Failure by the Respondent to promptly report and document deliverables as required shall result in a reduction in the invoice. If the Respondent fails to meet the minimum level of performance, the Department will not reimburse the Respondent for expenses incurred during the month, as the minimum level of performance was not met.

#### Service Units/Deliverables

The deliverable is a month of service in accordance with the Respondent's proposed service tasks outlined in Attachment A-A, Subsection A, of the resulting Contract. The Respondent shall outline in Attachment A-A the annual number of youth to be served. The minimum level of performance shall be determined by the number of youth served per month. The minimum level of performance shall be calculated by the Respondent's proposed annual number of youth to be served divided by twelve (12) months of service minus thirty-five (35) percent of the monthly number of youth to be served (fractions shall be rounded down to the nearest whole number).

## Deliverables Documentation

- A. The frequency of the service tasks, and the attendance of the youth may vary as outlined in section III., A., Service Tasks, of this Attachment.
- B. Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid, to include copies of cashed checks or bank statements showing payment. An example of the type of documentation representing the minimum requirements for the Salaries Category is a payroll register showing gross salary charges, fringe benefits, other deductions and net pay. If a staff member for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable. Each piece of documentation should clearly reflect the dates of service.

## VII. REPORTS

The Department will require progress or performance reports throughout the term of the resulting contract. The Respondent shall complete reports as required to become eligible for payment (e.g. the type, frequency, content, format of reports required and the party to receive the report; deadline for report submission, number of copies to be delivered, delivery method; and the Department representative to receive).

A. The following are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for action or disposition. Any and all notices shall be delivered to the parties at the following addresses:

Provider Department
---------------------

Individual's Name	Contract Manager's Name (To be provided in the resulting contract)
Mailing Address	Mailing Address
City, State, Zip Code	City, State, Zip Code
Telephone Number	Telephone Number
Fax Number	Fax Number
E-mail Address	E-mail Address

B. After execution of the resulting Contract, any changes in the information contained in this section will be provided to the other party in writing, shall be sent by United States Postal Service or other delivery service with proof of delivery, and a copy of the written notification shall be maintained in the official Contract record. All notices required by the resulting Contract or other communication regarding the resulting Contract shall be sent by United States Postal Service or other delivery service with proof of delivery.

#### 1. Invoice

A properly prepared invoice shall be submitted directly to the Department's Contract Manager within thirty (30) calendar days following the end of the month for which services were rendered. Supporting documentation for each deliverable must be included as per Attachment I, Section IV., Deliverables, as well as the Monthly Activity Report (MAR). Payment of the invoice shall be pursuant to section 215.422; F.S. and any interest due shall be paid pursuant to section 55.03(1), F.S. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Provider is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-413-5516.

## 2. Youth Census Report

A complete list of youth who were provided services, required under the terms and conditions of the resulting Contract during the service period detailed on the invoice, shall be furnished. At a minimum, the Youth Census Report shall include the youth's last name and initial of first name, juvenile justice identification number, date of service, and the service required by the resulting Contract which was provided. No confidential information, such as a youth's full name or date of birth, shall be submitted with the Youth Census Report or any other documentation. The Provider must redact confidential identifying information from any hardcopies submitted to the Department and password protect any electronic files.

# 3. <u>Monthly Revenue and Costs Report</u>

The Provider shall submit a detailed Monthly Revenue and Costs Report of all revenues and expenditures of Department Contract funds, which shall be submitted within thirty (30) calendar days following the end of the month in which services were rendered. The Report shall include a detailed listing of revenues and expenditures by category (e.g. salary, travel, expenses, revenue, etc.). The Report shall include but not be limited to payee names, dates, check numbers, amounts, and identifying check, document, or journal entry number. For staff salaries, the Monthly Revenue and Costs Report shall also include staff name, position title, and percentage of time charged to the resulting Contract. A sample provided following Report at the website: The Provider shall http://www.dij.state.fl.us/partners/forms-library/contracts. maintain supporting documentation for all revenues and expenditures. The Provider shall be required to submit supporting documentation for any and all revenues and/or expenditures within the timeframe requested by the Department. Supporting documentation shall include but not be limited to copies of cashed checks, evidence of receipts, bank statements, etc. The minimum requirements for the Salaries Category are a payroll register showing gross salary charges, fringe benefits, other deductions and net pay. When employees are paid on an hourly basis, documentation reflecting the number of hours worked

multiplied by the hourly rate of pay will be acceptable and shall clearly reflect the dates the employee worked.

The Monthly Revenue and Costs Report and any and all requested supporting documentation submitted later than the required due date, shall result in a major monitoring deficiency until a properly completed Monthly Revenue and Costs Report with all its supporting documentation is received and accepted by the Department's Contract Manager.

#### 4. Proof of Insurance Coverage

A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of service and prior to expiration of insurance. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in the resulting Contract.

#### 5. Copy of Subcontract(s)

A copy of all subcontracted agreements entered into by the Provider and a subcontractor for services required of the Provider via the resulting Contract, shall be submitted to the Department in advance for review. A signed copy of the subcontract reviewed by the Department shall be provided to the Department's Contract Manager prior to the delivery of service to Department youth and payment to the subcontractor.

# 6. Organizational Chart

The Provider's organizational chart shall be provided upon execution of the resulting Contract, annually, and upon changes. The organizational chart shall include the programmatic and administrative structure of the Provider's organization.

# 7. Staff Vacancy Report

The Provider shall provide a complete list of all vacant program positions required by the resulting Contract, and include the position title, position number, date of vacancy, and position description. The Provider shall provide the Department's Contract Manager with an explanation for vacancies, which exceed ninety (90) calendar days. Services shall be provided to all Department youth by qualified Provider staff regardless of whether a position(s) is vacant.

# 8. Staff Hire Report

The Provider shall provide a complete list of staff hired to fill vacant positions to include their full legal name, the position title, position number, date of hire, date of background screening, and position description. If any position filled requires specific licensing, certification, or education as required in the resulting Contract, a copy of the license, certification, and/or education credentials shall be provided with the Staff Hire Report.

#### 9. Minority Business Enterprise (MBE) Utilization Report

The Provider shall submit to the Department's Contract Manager, along with each monthly invoice, the MBE Utilization Report listing all payments made for supplies and services to MBEs during the invoice period. The listing shall identify the MBE code for each payment.

# 10. Information Resource Request (IRR)

All IRR purchases must be in accordance with Section VIII., General Terms & Conditions of the resulting Contract.

#### 11. Continuity of Operations Plan (COOP)

Prior to the delivery of service, the Provider shall submit a COOP to the Department's Contract Manager who will route it to the program area Regional Director, Chief Probation Officer (CPO), or Assistant Secretary for approval. The COOP must provide for the continuity of resulting Contract services in the event of a manmade/natural disaster/emergency. The Department-approved plan format can be found on the Department's website. Additional information can be found in FDJJ 1050, Continuity of Operations Plans.

# 12. <u>Training Plan</u>

The Department will provide a training plan to incorporate, at a minimum, all contractual pre-service and in-service training, as outlined in the Provider's resulting contract related to Rule 63H. A copy of the template can be found at http://djj.state.fl.us/partners/contract-management.

# 13. MAR

A summary of program services using resulting Contract funds shall be submitted with the Provider's invoice on a monthly basis. The Report shall also include a summary of collaborative partners, number of sessions participants served, youth receiving mental health treatment services, program specific objectives, and program concerns. Changes to this report form may be mutually agreed upon between the Provider and the Department's Contract Manager. A copy of the MAR can be located at: http://www.djj.state.fl.us/partners/contract-management.

# 14. Youth Discharge Form

The Respondent shall complete and submit the Youth Discharge Form to the Department's Contract Manager for youth that have been released/discharged from the program. (See Exhibit 5 – Sample Youth Discharge Form)

#### 15. Budget

The Provider shall submit the budget annually or within thirty (30) calendar days of a requested change to the Department's Contract Manager.

REPORT LIST	FREQUENCY	DUE DATE	DUE TO DEPARTMENT
Invoice	Monthly	Within thirty (30) calendar days following the end of the month for which services were rendered	Contract Manager
Youth Census Report	Monthly	To be submitted with the monthly invoice	Contract Manager
Monthly Revenue and Costs Report	Monthly	Within thirty (30) calendar days following the end of the month for which services were rendered	Contract Manager
Proof of Insurance	Upon Contract execution; or renewal	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontract(s)	Upon execution of the subcontract	Prior to delivery of services to youth payment to the subcontractor	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and annually at renewal thereafter	Contract Manager
Staff Vacancy Report	Monthly	To be submitted with the monthly invoice	Contract Manager
Staff Hire Report	Monthly	To be submitted with the monthly invoice	Contract Manager
MBE Utilization Report	Monthly	To be submitted with the monthly invoice	Contract Manager
IRR	Prior to the purchase of information technology soft/hardware	Prior to the purchase of information technology soft/hardware	Contract Manager
СООР	Annually	Prior to the delivery of services and prior to February 1st (annually)	Contract Manager
Training Plan	Prior to the execution of the Contract; annually	Prior to the execution of the Contract and by January 31st (annually)	Contract Manager
MAR	Monthly	To be submitted with the monthly invoice	Contract Manager
Youth Discharge Form	Monthly	To be submitted with the monthly invoice	Contract Manager

Version: 9 Rev 07-13-20 Page 15 of 58

Budget	Annually, or within thirty	Annually, or within thirty (30)	Contract Manager
	(30) days of requested	days of requested change	
	change		

# C. Report Receipt and Documentation

The Respondent shall submit written reports with all required documentation within the timeframes listed above to the correct individuals to become eligible for payment. Delivery of deliverables and reports shall not be construed to mean acceptance of those deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Department's Contract Manager will approve or reject deliverables and reports.

#### VIII. PERFORMANCE MEASURES

The Respondent or its approved subcontractors (if applicable) shall meet the following program specific performance measures:

#### A. Performance Outputs

Listed below are the key Performance Measures with minimum standards of performance, deemed most crucial to the success of the overall desired service delivery. The Respondent shall ensure that the stated performance measures and standards (level of performance) are met. Performance shall be measured, beginning the second month after which service has been fully implemented.

**GOAL**: 100% of Mental Health services shall be provided by mental health clinical staff who hold appropriate qualifications as defined in the resulting Contract, and whose licenses and credentials are pre-approved by the Department, prior to service provision.

**MEASURE:** This percentage shall be calculated by dividing the number of clinicians delivering services by the number of clinician whose licenses and credentials are preapproved by the Department's Office of Health Services prior to service provision.

**MINIMUM STANDARD:** 100% of Mental Health services shall be provided by mental health clinical staff who hold appropriate qualifications as defined in the resulting Contract, and whose licenses and credentials are pre-approved by the Department, prior to service provision. NOTE: Failure to comply will result in non-payment of services.

# B. Performance Outcomes

# Recidivism

**GOAL**: 100% of youth who successfully complete a program shall remain crime free for twelve (12) months.

**MEASURE:** Number of youth who did not receive subsequent adjudication, adjudication withheld or an adult conviction for any new violation of law within twelve (12) months of successfully completing the program divided by the number of youth who successfully complete the program.

**MINIMUM STANDARD:** Not to exceed the recidivism percent as reported in the CAR that is published annually for similar programs.

# C. Performance Evaluation

- 1. The Respondent, throughout the term of the resulting Contract, shall document compliance with required service tasks, performance and provide documentation of such services for inspection upon request. The Respondent shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Respondent which are relevant to the resulting Contract and interview any clients and employees of the Respondent under such conditions as the Department deems appropriate.
- 2. The Department will conduct outcome evaluations and recidivism studies concentrating on the re-offending and re-adjudication of juveniles who complete the program.
- 3. These evaluations and studies will consider the content of the program, its components and the duration of the program. The results may be used in the rating of the program for its future funding and program/service evaluation process.

#### THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

# ATTACHMENT A-A SUBSECTION A – SERVICE COMPONENTS

Example Service Component Include Service Tasks to be Provided for each Program Service Component Identified	Frequency	What time of day, day of week, and during which months will the service be offered to all participants?	Minimum number of hours of this service to be considered as "completed all services"
Example Service Component: GED prep work (Four 6- week Sessions)	1 time a week for 52 weeks	1:30-4:30pm Every Monday, Wednesday and Friday for 6 weeks every two months September/October, November/December, January/February and March/April	54 classroom hours
Example Service Task(s): (GED testing.	Outreach to parti	cipant's schools to identify need, classroom ins	struction, pre-and post
Service Component Include Service Tasks to be Provided for each Program Service Component Identified	Frequency	What time of day, day of week, and during which months will the service be offered to all participants?	Minimum number of hours of this service to be considered as "completed all services"
Service Component:			
Service Task(s)*:			
Service Component:			
Service Task(s)*:			
Service Component:			
Service Task(s)*:			
Service Component:			
Service Task(s)*:	1		
Proposed Annual Number of Youth Served			

<sup>\*</sup>The Respondent shall complete and describe each service task to be delivered as outlined in Attachment A, Section III., A., Services Tasks to be Performed.

Version: 9 Rev 07-13-20 Page 17 of 58

# ATTACHMENT B GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

# I. SOLICITATION NUMBER RFP #10675

#### II. SOLICITATION TYPE

Request for Proposal:

This RFP is issued by the State of Florida, Department of Juvenile Justice (the Department) and is seeking proposals throughout the State of Florida from community, faith-based, not-for-profit organizations, LLC, and/or divisions of local government to deliver mental health services to at-risk youth between the ages of five and seventeen (17). The Department seeks the implementation and delivery of innovative programs to address mental health services throughout the State of Florida that include, but are not limited to: individual, group, suicide prevention and/or family counseling services through integrated mental health/substance abuse evaluation and treatment services.

The Respondent shall provide any, or all, of the above services that shall include individual, group, and/or family therapy services based on the youth's diagnoses and symptoms, treatment needs, and strengths as identified through a diagnostic evaluation. The results of diagnostic evaluations shall be used to determine the nature and complexity of the youth's mental disorder and/or substance related disorder. An Individualized Treatment Plan (ITP) shall be developed to guide the youth's individualized mental health and/or substance abuse treatment. An integrated Individualized Mental Health and Substance Abuse Treatment Plan shall be developed for youths with a co-occurring mental disorder and substance related disorder.

### III. PROCUREMENT OFFICE

Michelle Zieman, Procurement Manager Bureau of Procurement and Contract Administration Florida Department of Juvenile Justice The Knight Building, Suite 1100 2737 Centerview Drive

Tallahassee, Florida 32399-3100 Telephone: (850) 717-2609

Fax: (850) 414-1625

E-Mail Address: Michelle.Zieman@djj.state.fl.us

#### IV. GENERAL INFORMATION

A. Calendar of Events

Listed below are the important actions and dates/times by which the actions must be taken or completed. All references to "days" in this document refer to calendar days unless otherwise specified. If the Department finds it necessary to change any of these dates and/or times, the change will be accomplished via an informational notice or addendum, and will be posted on the "MyFlorida" website <a href="http://www.myflorida.com/apps/vbs/vbs\_www.main\_menu">http://www.myflorida.com/apps/vbs/vbs\_www.main\_menu</a>. All listed times are local time in Tallahassee, Florida (Eastern Daylight/Standard Time).

DATE	TIME	ACTION	WHERE
Wednesday, November 25, 2020	C.O.B.	Release of solicitation	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www. main_menu

DATE	TIME	ACTION	WHERE
Tuesday, December 8, 2020	C.O.B.	Deadline for Submission of Intent to Attend Solicitation Conference form (Attachment M)	Send to Michelle.Zieman@djj.state.fl.us
Tuesday, December 8, 2020	C.O.B	Solicitation Conference Question Deadline – Last date and time written questions will be accepted for discussion at Solicitation Conference	Send to Michelle.Zieman@djj.state.fl.us
Monday, December 21, 2020	10:00 AM EST	Solicitation Conference Call	Via telephone 1-888-585-9008 and enter code 781-229-052# when directed.  A recording of the Conference Call will be available at: <a href="http://www.djj.state.fl.us/partners/contracting/conference-calls">http://www.djj.state.fl.us/partners/contracting/conference-calls</a> within forty-eight (48) hours of the Briefing being concluded, excluding weekends and holidays.
Monday, December 28, 2020	C.O.B.	Deadline for Written Questions	Send to Michelle.Zieman@djj.state.fl.us
Friday, January 15, 2021	C.O.B.	Anticipated date that answers to written questions will be posted on the web site	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www. main_menu
Monday, January 25, 2021	1:00 PM EST	Technical Assistance (TA) Conference Call	Bureau of Procurement and Contract Administration Via telephone 1-888-585-9008 and enter code 781-229-052# when directed  A recording of the Conference Call will be available at: <a href="http://www.djj.state.fl.us/partners/contracting/conference-calls">http://www.djj.state.fl.us/partners/contracting/conference-calls</a> within forty-eight (48) hours of the Briefing being concluded, excluding weekends and holidays.

DATE	TIME	ACTION	WHERE
Friday, February 5, 2021	C.O.B.	Deadline for Submission of Intent to Submit a Response (Attachment N)	Send to: Michelle.Zieman@djj.state.fl.us
Wednesday, February 10, 2021	2:00 PM EST	Proposals Due and Opened - Conference Call	Via the DJJ Bid Library  Telephone 1-888-585-9008 and enter code 781-229-052# when directed.
Wednesday, February 24, 2021	10:00 AM EST	Evaluation Team Briefing Conference Call	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-585-9008 and enter code 781-229-052#  A recording of the Conference Call will be available at: <a href="http://www.dij.state.fl.us/partners/contracting/conference-calls">http://www.dij.state.fl.us/partners/contracting/conference-calls</a> within forty-eight (48) hours of the Briefing being concluded, excluding weekends and holidays.
Monday – Wednesday, March 15-17, 2021	9:30 AM – 4:30 PM EDT	Evaluation Team Debriefing Conference Call	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-585-9008 and enter code 781-229-052#  A recording of the Conference Call will be available at: <a href="http://www.dij.state.fl.us/partners/contracting/conference-calls">http://www.dij.state.fl.us/partners/contracting/conference-calls</a> within 48 hours of the Debriefing being concluded, excluding weekends and holidays.
Monday, April 12, 2021	C.O.B.	Notice of Intended Award	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www. main_menu
Tuesday June 1, 2021		Anticipated Contract Start Date	

# B. <u>Time, Date and Place Proposals are Due</u>

Proposals must be received **NO LATER** than the date and time specified in the Calendar of Events (Attachment B, Section IV., A.), and submitted to the Department electronically, as outlined in Section VI., C., 1.

<u>Caution</u>: A proposal received in the DJJ Bid Library after the exact time specified will not be considered, as specified by Attachment B.

C. If the Respondent is proposing services at their own owned/leased facility, the Respondent must complete the Attachment E [Facility/Site Requirements Certification/Attestation (for Respondent Proposing Owned/Leased Facility)]. Site Visit Inspections for Respondent Owned/Leased facilities will be held by the Department as per Attachment E.

D. The Department reserves the right to modify non-material terms of the RFP prior to execution of the Contract resulting from this RFP, when such modification is determined to be in the best interest of the State of Florida.

# E. Solicitation Conference Call

The Department may conduct a Solicitation Conference Call on the date and at the time specified in the Calendar of Events. The purpose of the Solicitation Conference Call is to discuss the contents of the solicitation, answer the Respondents' questions and clarify areas of misunderstanding or ambiguity. If no interest in the call is indicated by Respondents (Attachment M), the Department has the option of cancelling the conference by placing a notice of cancellation of the call on the Vendor Bid System website at <a href="http://www.myflorida.com/apps/vbs/vbs www.main menu">http://www.myflorida.com/apps/vbs/vbs www.main menu</a> under the solicitation number. If the call is cancelled, questions and answers will be posted in the form of an addendum on or before the date specified in the Calendar of Events. Respondents interested in the Solicitation Conference Call shall take note of the following:

# 1. Notice of "Intent to Attend Solicitation Conference Call"

Respondents interested in participating in the Solicitation Conference Call are encouraged to submit a Notice of Intent to Attend Solicitation Conference Call (Attachment M to this RFP) by the date and time specified in the Calendar of Events to the Procurement Manager by fax or e-mail. This is not a mandatory requirement.

# 2. Questions for Solicitation Conference Call

Questions for verbal discussion at the Solicitation Conference Call shall be submitted in writing and sent to the Procurement Manager at: Michelle.Zieman@djj.state.fl.us, or by mail or facsimile, and shall be received by the date specified for Solicitation Conference Call questions in the Calendar of Events (Attachment B, Section IV., A.). The intent of this deadline is to provide the Department sufficient time to prepare answers for discussion at the conference call.

#### 3. Agenda

An Agenda with questions submitted to date by Respondents will be posted on the Vendor Bid System website at <a href="http://www.myflorida.com/apps/vbs/vbs\_www.main\_menu">http://www.myflorida.com/apps/vbs/vbs\_www.main\_menu</a> under the solicitation number no less than forty-eight (48) hours (two business days) prior to the meeting time.

# F. <u>Final Questions/Inquiries</u>

Final questions after the Solicitation Conference Call, or any other inquiries regarding the solicitation, shall be submitted in writing and sent to the Procurement Manager at Michelle. Zieman@djj.state.fl.us, or by mail or facsimile, and shall be received by the date specified for Deadline for Written Questions in the Calendar of Events (Attachment B, Section IV., A.). The Department will not accept questions for this solicitation after close of business on the date specified in the Calendar of Events. The Respondent is responsible for ensuring that the Procurement Manager receives the inquiry.

# 1. Non-Binding Communication

The Department will accept verbal questions during the Solicitation Conference Call and will make a reasonable effort to provide answers. Impromptu questions will be permitted and spontaneous answers provided; however, the Department will issue written answers ONLY to questions subsequently submitted in writing as indicated in Attachment B, VII. Any information communicated through oral communication shall not be binding on the Department and shall not be relied upon by any Respondent. Questions shall be submitted in writing in accordance with the deadline for questions in the Calendar of Events.

# 2. <u>Department's Official Answer to Questions</u>

The Department's official response to all written questions will be posted at <a href="http://www.myflorida.com/apps/vbs/vbs\_www.main\_menu">http://www.myflorida.com/apps/vbs/vbs\_www.main\_menu</a> as an addendum to this solicitation on or about the date specified in the Calendar of Events.

# G. <u>Technical Assistance (TA) Conference Call</u>

The Department will conduct a Technical Assistance Conference Call at the date and time specified in the Calendar of Events. The purpose of the call is for the Department's Procurement Manager for this RFP to review all of the mandatory criteria and submission requirements with Respondents before the proposals are due. This call will provide a "verbal checklist" for Respondents. The Department will accept verbal questions during the TA Conference Call and will make a reasonable effort to provide answers at that time; however, questions will only be taken and answered related to the General Instructions for Preparation of the Proposal (see Attachment B, Section XX.). No questions will be answered related to the programmatic requirements of the RFP. Any information communicated through oral communication shall not be binding on the Department.

# H. Evaluator Briefing Session

The Department will hold an Evaluator Briefing Session at the date and time specified in the Calendar of Events. The purpose of the Evaluator Briefing Session is to ensure that evaluators fully understand the solicitation requirements and the evaluation and scoring process. This meeting is open for public attendance. A recording of the call will be available on the Department's website (<a href="http://www.dij.state.fl.us/Providers/contracts/conference-calls/index.html">http://www.dij.state.fl.us/Providers/contracts/conference-calls/index.html</a>) within forty-eight (48) hours of the date listed on the Calendar of Events excluding weekends and holidays.

# I. <u>Evaluator Debriefing Session</u>

- The Department will hold an Evaluator Debriefing Session at the date and time specified in the Calendar of Events. The purpose of the Debriefing Session is to allow evaluators an opportunity to state the page number(s) in the technical proposals where information relied on for assessing a score was found, record the scores assessed for the technical proposals and provide a concise summary of comments for each category/consideration. A recording of the call will be available on the Department's website at <a href="http://www.dij.state.fl.us/Providers/contracts/conference-calls/index.html">http://www.dij.state.fl.us/Providers/contracts/conference-calls/index.html</a> within forty-eight (48) hours of the date listed on the Calendar of Events excluding weekends and holidays.
- J. On or about the date specified in the Calendar of Events (Attachment B, Section IV., A.), the Department's Notice of Agency Decision will be posted on the Vendor Bid System website at <a href="http://www.myflorida.com/apps/vbs/vbs\_www.main\_menu">http://www.myflorida.com/apps/vbs/vbs\_www.main\_menu</a>. Click on "Search Advertisements," and use the drop-down list under Advertisement Type and select Agency Decision, then under Agency, select the Department of Juvenile Justice. Click "Initiate Search," select the RFP and double click on the RFP number. Call the Department's Procurement Manager at the telephone number listed in Attachment B, Section III., with any questions regarding accessing the website.
- K. At every meeting subject to the Sunshine Law which relates to this procurement, the public shall be given reasonable opportunity to be heard.

#### V. MANDATORY CRITERIA

The following requirements must be met by the Respondent to be considered responsive to this RFP. Although there are other criteria set forth in this RFP, these are the only criteria deemed by the Department to be mandatory. Mandatory criteria that is incomplete or inaccurate may not be considered a "minor irregularity" as defined in Attachment C, 17.

# Failure to meet this MANDATORY criteria shall result in a proposal not being evaluated and rejected as non-responsive.

A. It is **MANDATORY** that the Respondent submit its complete proposal within the time frame specified in the Calendar of Events (Attachment B, Section IV., A.). A proposal is considered complete if it contains all of the required documents listed in Attachment B, section XX.

#### VI. SOLICITATION INFORMATION

A. The term "Provider" refers to:

- 1. "Provider" is defined to also include: any and all subsidiaries of the prospective Provider where the prospective Provider owns 80% or more of the common stock of the subsidiary; the parent corporation of the prospective Provider where the parent owns 80% or more of the common stock of the prospective Provider; and any and all subsidiaries of the parent corporation of the prospective Provider where the parent owns 80% of the common stock of the prospective Provider and the parent's subsidiaries.
- For all other purposes, the definition shall be as specified in Attachment C, 1.
- B. For the purposes of the Dun & Bradstreet (D&B) Supplier Qualifier Report (SQR) (if applicable): the proposing entity ("Provider") named in the Transmittal Letter and the DUNS number listed there must match the company name and DUNS number listed on the D & B SQR.
- C. Respondents shall submit proposals in the following format:
  - Electronic Upload of the Proposal(s)
    - a. The Department prefers Respondents to upload complete electronic proposals via the DJJ Bid Library, a private and secure online portal for solicitation documents, in SharePoint;
    - b. Respondents shall request to register for a DJJ Bid Library account no later than February 4, 2021 by contacting the Procurement Manager for this RFP: Michelle Zieman, via e-mail at: <a href="mailto:Michelle.Zieman@djj.state.fl.us">Michelle.Zieman@djj.state.fl.us</a>, or phone: (850) 717-2609;
    - c. Respondents are required to register their email address for access to the DJJ Bid Library using a **Microsoft** account;
      - 1) If the Respondent's organization already uses a Microsoft account, that email address should be utilized in the registration request.
      - 2) If the Respondent's organization does not use a Microsoft account, a free account can be created through Microsoft at <a href="https://signup.live.com/?lic=1">https://signup.live.com/?lic=1</a>. This step must be completed first, prior to submitting the DJJ Bid Library registration request. The email address used to create the Microsoft account should be utilized in the registration request to your Procurement Manager.
      - 3) Access to the DJJ Bid Library is granted by each user's specific Microsoft account. The Respondent's organization may elect to register a single or general Microsoft account for all submissions. This allows multiple users, with the Microsoft account log-in information, to view each other's uploads to the DJJ Bid Library. It also allows other users to edit and delete each other's uploads. This is the method recommended by the Department.
      - 4) If the Respondent's organization elects to register multiple users with individual Microsoft accounts, each user **will not** be able to view, edit, or delete each other's submissions. If two users with individual accounts upload the same document, the Department will use the *most current version* of the document (by the established deadline for proposals), even if there are multiple uploaded versions of the same document.
      - 5) Once registered, the access link to the DJJ Bid Library will be emailed (sent from no-reply@sharepointonline.com. Check Spam, Clutter, or Junk folders).
    - d. The complete Notice of Intent to Submit a Proposal (Attachment N) shall be uploaded to the DJJ Bid Library no later than the deadline specified in the Calendar of Events for this RFP:
    - e. The complete electronic proposal shall be uploaded to the DJJ Bid Library no later than the deadline specified in the calendar of events for this RFP. Any and all documents uploaded, edited, or modified in any way after this deadline will be deemed non-responsive;

- f. The complete electronic proposal documents uploaded to the DJJ Bid Library must be in a "Checked-In" status at the time of Proposal opening to be accessible and available for review by Departmental staff. Any document that remains in a "Checked-Out" status will be deemed non-responsive;
- g. The complete electronic proposal contains **all** documents as required per Attachment B., section XX., General Instructions for Preparation of the Proposal. Volumes 1, 2, and 3 shall be saved in Microsoft Word and/or Excel. The signed transmittal letter (Volume 1, Tab 1) and Attachment R (Volume 3, Tab 1) are the only documents which can be saved in a PDF format. The Attachment H Prevention Budget December 2018 (Volume 2, Tab 1) **must** be submitted in Excel;
- h. In the event a Respondent needs technical assistance, the DJJ Bid Library Technical Assistant is Bryant Wombles, who can be reached via e-mail at: William.Wombles@dji.state.fl.us or phone: (850) 717-2606; and,
- i. If the requirement for electronic submission through the DJJ Bid Library would cause the Respondent undue hardship, the Respondent shall contact the Procurement Manager (Attachment B, III.) for this solicitation.

#### 2. Submission Alternative

The Procurement Manager will provide instructions for an alternate method of submitting the proposal, <u>only</u> if submission via the DJJ Bid Library causes a hardship to the Respondent. The proposal must be prepared in accordance with Attachment B, section XX., General Instructions for the Preparation and Submission of Proposals and submitted by the due date as indicated in the Calendar of Events (Attachment B., IV., A.).

- 3. Additional instructions concerning proposal submission
  - a. Email submissions are not permissible;
  - b. See instructions for proposal preparation in Attachment B, Section XX., and submittal information in Attachment B, Section VI., C., and,
  - c. Evaluation and review of the proposal will be based solely on information and documents submitted in the copies of Volumes 1, 2, and 3, unless otherwise indicated in the RFP.
- D. All dates in this procurement, and other RFP requirements, are subject to change. Modifications of the schedule or changes to the RFP shall be provided through an Addendum or Informational Notice, and posted on the Vendor Bid System website at: <a href="http://www.myflorida.com/apps/vbs/vbs\_www.main\_menu">http://www.myflorida.com/apps/vbs/vbs\_www.main\_menu</a>. Prospective Respondents are responsible for checking the website for any changes.

#### VII. RESPONDENT'S QUESTIONS

INFORMATION WILL NOT BE AVAILABLE ORALLY. All inquiries shall be in writing and be sent to the Procurement Manager at Michelle. Zieman@djj.state.fl.us, or by mail or by facsimile (850-414-1625) and shall be received by the date specified in the Calendar of Events (Section IV., A.). The Respondent is responsible for ensuring that the Procurement Manager received the inquiry. The Department will not take any further questions for this RFP after close of business that day. The Department's responses to questions will be posted http://www.myflorida.com/apps/vbs/vbs\_www.main\_menu as an addendum to this RFP on or about the date specified in the Calendar of Events (Section IV., A.). Any information communicated through oral communication shall not be binding on the Department and shall not be relied upon by any Respondent. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the agency posting the Notice of Intended Award, excluding Saturdays, Sundays, and state holidays, any employee or manager of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a proposal.

# VIII. NUMBER OF AWARDS

The Department anticipates making a single award as a result of this solicitation. The award shall be made to a responsive and responsible Respondent.

#### IX. FAILURE TO EXECUTE CONTRACT

In the event no protest is filed within the prescribed timeframe, the Department will commence preparation of the Contracts with the intended Respondents. If, for any reason, the intended Respondent fails to execute a contract within fifteen (15) consecutive calendar days after a resulting Contract has been presented to it for signature, or if the Department determines that the Respondent is ineligible to participate due to its being convicted of a Public Entity Crime, debarred, suspended or otherwise prohibited from receiving federal or state funds, the Department may (1) attempt to contract with the next ranked Respondent without posting of an additional Notice of Intended Award or Addendum; (2) reject all proposals and re-advertise the RFP; or (3) reject all proposals. If the Department and the next ranked Respondent fail to execute a contract, the Department may (1) attempt to contract with the next ranked Respondent sequentially until a Respondent willing to execute a Contract is found without posting of an additional Notice of Intended Award or Addendum; (2) reject all proposals and re-advertise the RFP; or (3) reject all proposals.

#### X. VENDOR REGISTRATION

Prior to entering into a Contract with the Department, the selected Respondent(s) must be registered with the Florida Department of Management Services (DMS) Vendor Registration System. To access online registration, click on the DMS website at https://www.dms.myflorida.com/business\_operations/state\_purchasing/myfloridamarketplace/mfm p\_vendors, and click on the Registration Requirements link. In order to register, you will need the following information:

- A. Company name;
- B. Tax ID type and number Social Security Number (SSN) or Federal Employer Identification Number (FEIN);
- C. Tax filing information, including the business name on the 1099 or other tax form (where applicable);
- D. Location information:
  - 1. A business name for each company location (if different from the company name);
  - 2. A complete address for each location (including details for sending purchase orders, payments, and bills to each location); and
  - 3. A contact person for each of the locations.
- E. Commodity codes that describe the products and/or services the company provides;
- F. CMBE information, if applicable; and,
- G. Complete the Substitute Form W-9 Process.

# XI. CONTRACT PERIOD AND RENEWAL

The resulting Contract is expected to begin on **August 21, 2021** and shall end at **11:59 p.m.** on **July 31, 2022**. The resulting Contract may be renewed. The Department may renew the resulting Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original Contract, or three years, whichever is longer, and in accordance with subsection 287.057(13), F.S., and 60A-1.048, F.A.C.

#### XII. TYPE OF CONTRACT CONTEMPLATED

A Cost Reimbursement Contract is anticipated from this solicitation. A copy of a sample contract containing all required terms and conditions is included as Attachment G.

# XIII. DESIGNATION OF CONTRACT UNDER THE FLORIDA SINGLE AUDIT ACT

A. All contracts with the Department are classified as either Recipient/Sub-Recipient, FSAA Exempt, or Vendor contracts. It is the Department's determination that the resulting Contract is a **Recipient/Sub-Recipient** Contract, pursuant to section 215.97, F.S. However, if the Respondent is a district school board, charter school, community college, public university, government outside of Florida, or a Federal agency, the resulting Contract

Version: 9 Rev 07-13-20 Page 25 of 58

- will be classified as FSAA Exempt, and the Vendor requirements will apply to the resulting Contract.
- B. Statutory and rule requirements for the Provider for these types of contracts are specified in Attachment G, Section VI. FINANCIAL AND TRANSACTIONS AUDIT REQUIREMENTS.

#### XIV. TOTAL MAXIMUM CONTRACT DOLLAR AMOUNT

Total Maximum Annual Contract(s) Dollar Amount \$186,000.0	0
--	---

It is a requirement that the total maximum annual amount proposed in Attachment H is at or below the Total Maximum Annual Contract Dollar Amount stated in the RFP. The price must include all services, material and labor necessary to complete the Services Sought in Attachment A as described in this RFP and the Respondent's proposal.

#### XV. FINANCIAL CONSEQUENCES

- A. Financial consequences shall be assessed for resulting Contract non-compliance or non-performance in accordance with the FDJJ Policy 2000 (Revised 01/31/19) for the following:
  - 1. Failure to submit an Outcome Based Corrective Action Plan (OBCAP) within thirty (30) calendar days of the finalized monitoring summary. This requires an acceptable OBCAP that clearly identified the root cause of the problem and outlines the process measures and outcomes that can be used to track the program's success at correcting the issues. This timeframe may exceed thirty (30) calendar days if agreed to and approved in advance by the Regional Director or designee. The number of deficiencies or the complexity of the OBCAP will determine this approval;
  - 2. Failure to implement the OBCAP for identified deficiencies within the specified time frame(s); or
  - 3. Further failure to make acceptable progress in correcting deficiencies as outlined in the OBCAP within specified time frames.
- B. The Department's Contract Manager or Regional Program Monitor conducts verification within ten business days of date identified by the Respondent on the OBCAP in the Department's Program Monitoring and Management (PMM) system of when the deficiency would be corrected.
- C. The Department shall assess a financial consequence for noncompliance on the Respondent for each uncorrected deficiency identified in the OBCAP. After a failed second verification, the financial consequence(s) shall be assessed for each day the Provider has not complied retroactive to the date of the Department's second verification site visit and shall continue to be imposed daily until each identified deficiency is remedied to full compliance with the OBCAP. Financial consequences for noncompliance can only be made as long as the language and calculations for financial consequences is in the original contract or amendment(s).
- D. The Respondent expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.
  - <u>Total value of the Contract X 0.1% = Financial Consequence. Imposition of consequences shall be per deficiency per day.</u>
- E. Written notification to the Respondent, including the deficiency(ies), the conditions (including time frames) that must be in place to satisfy the deficiency(ies) or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice, will be drafted by the Department's Contract Manager. The Department's Contract Manager shall deduct the approved amount from the Respondent's next monthly invoice as specified in the written notification.
- F. If the Respondent has a grievance concerning the imposition of financial consequences for noncompliance, the Respondent shall follow the dispute process outlined in the resulting

- Contract, describing any extenuating circumstances that prevented them from correcting the deficiency(ies).
- G. If the Respondent fails to address the Department's concerns after second verification and after the imposition of financial consequences, absent documentation of extenuating circumstances, the Department may move to the cure process, demand corrective action, and advise the Respondent that failure to do so will result in suspension of services or contract termination.

#### XVI. OPTIONS

The Department reserves the right to exercise the option below in the event the Department's needs change:

Option for Changes in Contract Services

The Department has the option to modify the resulting Contract, including adding, reducing, or deleting services during the Contract term. The optioned services may not commence before execution of an amendment. Delivery of changed services shall be upon the terms, conditions, and rate agreed in the exercise of the options of the resulting Contract.

#### XVII. SUBCONTRACTING

The Respondent shall not subcontract, assign, or transfer any of the services sought under this RFP, without the prior written consent of the Department.

The Department supports diversity in its procurement program and requests that Respondents use all subcontracting opportunities afforded by this solicitation to embrace diversity. The award of subcontracts by Respondents should reflect the full diversity of the citizens of the State of Florida. The Office of Supplier Diversity (OSD) website, <a href="http://osd.dms.state.fl.us/">http://osd.dms.state.fl.us/</a>, includes a list of Certified Minority Business Enterprises (CMBEs) that could be offered utilization opportunities.

#### XVIII. FAITH-BASED NON-DISCRIMINATION CLAUSE

Pursuant to paragraph 985.601(3)(b), F.S., the Department intends that, whenever possible and reasonable, it will make every effort to consider qualified faith-based organizations on an equal basis with other private organizations when selecting Providers of services to juveniles.

#### XIX. ELABORATE PROPOSALS

It is not necessary to prepare proposals using elaborate artwork or other expensive visual presentation aids. Proposals should be prepared in accordance with the instructions herein. The Department is not responsible for and, therefore, shall not reimburse any costs incurred in the preparation or submission of the proposal submitted in response to this RFP. The Department shall be liable for payment only as provided in a fully executed Contract.

#### XX. GENERAL INSTRUCTIONS FOR PREPARATION OF THE PROPOSAL

The instructions for this RFP have been designed to help ensure that all proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. **INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS MAY NOT BE REVIEWED OR EVALUATED.** All proposals must detail the services that will be delivered, the expected results and the recommended performance measures and contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled, (Example: "Tab 1, Transmittal Letter"), so that each evaluator can easily turn to "Tabbed" sections during the evaluation process. Failure to have all copies properly "tabbed" makes it much more difficult for the Department to evaluate the proposal.

Proposals shall be submitted in black and white only, as documents throughout the proposal may be used to draft the resulting Contract(s) which cannot contain color for scanning purposes. Additionally, please limit the use of Respondent logos and labels to the Transmittal Letter and first page of the Technical Response.

Version: 9 Rev 07-13-20 Page 27 of 58

Attachment C, #17, "Minor Irregularities / Right To Reject" may be utilized should a Respondent fail to submit any of the information required in the submission of Volume 1, Volume 2, or Volume 3, except those areas explicitly noted.

The proposal shall consist of the following parts:

A. <u>Attachment Q – Proposal Verification Form – Volume 1, Tab 1</u>

By completing and submitting this form, the Respondent is ensuring the proposal submission is in accordance with the mandatories and requirements outlined in RFP #10675. This is not a mandatory requirement.

B. <u>Transmittal Letter – Volume 1, Tab 1</u>

The proposal must contain a fully completed transmittal letter that meets the following criteria:

- 1. Submitted on the Respondent's letterhead;
- 2. Signed by an individual who has the authority to bind the Respondent;
- 3. Contain the Respondent's official name (the company name), address, telephone number, and email address;
- 4. Contain the name and title of the Respondent official who will sign any contract (this individual shall have the authority to bind the Respondent and shall be available to be contacted by telephone, email or attend meetings, as may be appropriate regarding the solicitation);
- 5. Contain the Respondent's Federal Employee Identification Number (including the State of Florida Vendor Sequence Number, if available). If not available, please make that statement, and the Department will collect the information prior to posting the Notice of Intended Award;
- 6. Contain the Respondent's DUNS Number, if applicable. If not applicable, please make that statement:
- 7. If the proposing entity is a "DBA" or "Doing Business As", the Respondent shall state the reason for it;
- 8. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that (insert Respondent's name) agrees to all terms and conditions contained in the Request for Proposal for which this proposal is submitted";
- 9. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that (insert Respondent's name) has met all conditions and requirements of Attachment C, including that neither it nor its principals are presently debarred, suspended, or proposed for debarment, or have been declared ineligible or voluntarily excluded from participation in this Procurement/contract by any federal department or agency." If the Respondent is unable to certify to any part of this statement, such Respondent shall include an explanation in the Transmittal Letter.;
- 10. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that neither (insert Respondent's name) nor anyone acting on its behalf have contacted anyone, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the Notice of Intended Award, excluding Saturday, Sundays, and state 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":
- 11. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that (insert Respondent's name) is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; is not listed on the Scrutinized Companies with Activities in Sudan List; is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not engaged in business operations in Syria; and, is not engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela. (pursuant to sections 215.472, 215.4725, 215.473, and 287.135, F.S.)".

- 12. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that the Attachment H Budget submitted is complete, reflects reasonable costs for the service being proposed, and all costs are necessary to provide the proposed services. I understand that the Attachment H Budget, which has been submitted by the date and time required in the RFP, will be evaluated on a pass/fail basis in accordance with Attachment F; and
- 13. The statement "On behalf of (insert Respondent's name), this letter certifies that neither (insert Respondent's name) nor anyone acting on its behalf is a State Advisory Group (SAG) member, nor is a relative of or employed by a SAG member, nor is receiving any form of compensation from, or serving as a director or officer of a grant recipient or applicant, of a State Advisory Group member. Additionally, (insert Respondent's name) has completed Attachment V in its entirety and include the completed form in Volume 1, Tab 1.
- C. <u>Attachment V State Advisory Group (SAG) Executive Summary Volume 1, Tab 1</u>
  Respondents submitting a proposal in response to this RFP must complete this Executive Summary form in its entirety and return it to the Department within the proposal under Volume I, Tab I. The Executive Summary cannot be longer than three pages, should be single spaced, and no less than 10 point font.
- D. Attachment O Cross Reference Table Volume 1, Tab 1
  In order to assist the Respondent in its development of a responsive proposal and to facilitate proposal evaluation by the Department, the Respondent shall provide a table that cross-references the contents of its proposal with the contents of the RFP. Please see Attachment O to this RFP for the cross reference table. The Respondent shall insert the Attachment O in Volume 1, Tab 1, just after the Part C Attachment V State Advisory Group (SAG) Executive Summary. Remember to complete Attachment O in its entirety. Respondents are advised that the Department's ability to conduct a thorough review of proposals is dependent on the Respondent's ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential, and is the responsibility of the Respondent. The Respondent shall ensure the proposal's sections are properly and completely identified by citing all the applicable page numbers correlating to the requested documentation in Attachment O.
- E. <u>Attachment K Drug-Free Workplace Certification & Tie Breaking Certifications Volume 1, Tab 2</u>

The proposal may contain the Drug-Free Workplace Certification in accordance with section 287.087, F.S. (if desired by the Respondent) for preference in the event of a tie in the scoring of a competitive solicitation. This is not a mandatory requirement. The form is labeled as Attachment K. The Respondent may also submit Attachment S (Tie-Breaking Certifications) here, which is not mandatory.

F. Technical Proposal - Volume 1, Tab 3

# THIS SECTION IS SCORED AND ANY ERRORS OR OMISSIONS CANNOT BE WAIVED.

The Technical Proposal (described below) shall be prepared in the format listed below formatted with one-inch margins top, bottom, and sides. Each Respondent shall limit the Technical Proposal's narrative to no more than sixty (60) consecutive pages. Pages submitted in excess of the specified limit for the Technical Proposal's narrative will be removed prior to evaluation and will not be evaluated. Any attachments, charts, photos, maps, diagrams, or other resource materials that support the information provided in the Technical Proposal shall be referenced within the Technical Proposal's narrative, included as exhibits or attachments to the Technical Proposal, and presented at the end of the Technical Proposal. Such exhibits or attachments shall not be counted in the sixty (60) page limitation established for the Technical Proposal.

The Technical Proposal package shall contain the following sections in the following sequence:

1. <u>Introductory Statement</u>

This section should be an introductory statement of the general strategy and methodology that will be used to achieve the project goals.

# 2. <u>Management Capability</u>

- a. This section shall reasonably and logically identify the management approach to plan, control, and manage the services, in accordance with requirements identified in Attachment A, Services Sought.
- b. This section shall provide a copy of the Respondent's corporate organizational chart and description of the corporate organizational structure, leadership and staffing (including licenses, qualifications, education, experience) needed in order to meet the requirements to provide auditing services in outlined in the RFP.
- c. This section shall identify whether contract approval is required by a governing entity (Board or Committee). If so, provide a detailed plan as to how the Respondent's organization will ensure the resulting Contract is executed by the anticipated contract start date.

#### 3. Statement of Need

This section shall identify how the Respondent will deliver mental health services that address at-risk youth between the ages of five and seventeen (17) throughout the State of Florida that include, but are not limited to: individual, group, and/or family counseling services, mental health evaluation and treatment services, and include individual, group, and/or family therapy services based on the youth's diagnoses and symptoms, treatment needs, and strengths as identified through a diagnostic evaluation. Respondents shall propose how many youth will be served with mental health services through individual, group, suicide prevention and/or family counseling services, mental health evaluation and treatment services.

#### 4. Admission/Acceptance

This section shall include a detailed description of the Respondent's approach to providing the services required by this RFP. How well does the proposal identify and describe intake/acceptance process for acceptance of youth, referral process, scheduling appointments for services and gathering informed consent?

## 5. <u>Discharge/Determination of Services</u>

This section shall include a detailed description of the Respondent's approach to providing the services required by this RFP. Provide a description of the discharge process to be performed when a youth has successfully completed services and is deemed ready for discharge/termination from services.

6. <u>Diagnostic Mental Health or Diagnostic Substance Abuse or Integrated Mental</u> Health and Substance Abuse Diagnostic Evaluation

This section shall identify describe the process for developing the Diagnostic Mental Health Evaluation or Diagnostic Substance Abuse Evaluation or Integrated Mental Health and Substance Abuse Diagnostic Evaluation reports, including timeframes, required components of the written evaluation report, and documentation requirements of the Licensed Professional conducting or supervising the evaluation. Provide a redacted sample diagnostic evaluation report(s) for each service type to be provided.

# 7. <u>Individualized Treatment Plan (ITP)</u>

- a. This section shall identify to what extent the Respondent demonstrates an understanding of the requirements for the development of an Individualized Mental Health Treatment Plan, Individualized Substance Abuse Treatment Plan or Individualized Integrated Mental Health and Substance Abuse Treatment Plan.
- b. This section shall identify to what extent the Respondent demonstrates an understanding of the requirements, goals, measurable and relevant objectives, diagnoses, signature requirements and timeframes of the ITP.
- c. This section shall identify to what extent the Respondent describes development of treatment plans which respond to the unique individualized needs of each youth and family and determine if there is a

- plan in place to review the ITPs for each youth within the required timeframe.
- d. This section shall identify to what extent the Respondent demonstrates procedures for completion of the youth's ITP, ITP Reviews, and Progress Notes, including completing the youth's ITP in a timely manner, and to what extent the Respondent describes the procedures for allowing the youth the opportunity to participate in the development and review of her/his treatment plan.
- e. This section shall identify to what extent the Respondent demonstrates an understanding of the specific timeframes for implementing Mental Health Evaluation and Treatment Services or Substance Abuse Evaluation and Treatment Services or Integrated Mental Health and Substance Abuse Evaluation and Treatment services, and therefore assisting the youth with completion of the ITP prior to discharge from treatment services.
- f. This section shall identify to what extent the Respondent's procedures require the ITP to establish goals and related measurable behavioral objectives to be achieved by the youth and family, set forth the tasks involved in achieving those objectives, include the type and frequency of services to be provided, and the expected dates of completion. Consider how comprehensive is the sample ITP, if available.
- 8. <u>Individual Mental Health Therapy or Individual Substance Abuse Therapy or Integrated Individual Mental Health and Substance Abuse Therapy</u>
  - a. This section shall identify to what extent the Respondent's approach to individual Mental Health therapy or individual Substance Abuse therapy or individual Integrated Mental Health and Substance Abuse therapy meet the requirements of the RFP.
  - b. This section shall identify to what extent the Respondent provides a detailed description of the minimum length of time for a face-to-face therapy session with the youth.
  - c. This section shall identify to what extent the Respondent demonstrates an understanding of the requirements for providing Mental Health individual therapy or Substance Abuse individual therapy or Integrated Mental Health and Substance Abuse individual therapy sessions.
- 9. Mental Health Family Therapy or Substance Abuse Family Therapy
  - a. This section shall identify to what extent the Respondent's approach to Mental Health family therapy or Substance Abuse family therapy meet the requirements of the RFP.
  - b. This section shall identify to what extent the Respondent provides a detailed description of the minimum length of time for a family therapy session with the youth and family members.
  - c. This section shall identify to what extent the Respondent demonstrates an understanding of the requirements for providing Mental Health family therapy or Substance Abuse family therapy sessions.

# 10. Informed Consent/Records Release

This section shall identify to what extent the Respondent demonstrates an understanding of the requirements of informed consent for treatment and release of treatment records.

### 11. Documentation and Record Management

This section shall identify to what extent does Respondent's approach to files, record keeping, and documentation demonstrate an understanding of the record management requirements, including documents required to be filed in the youth's DJJ Individual Healthcare Record, as well as the confidentiality requirements for storing records.

12. <u>Staffing & Personnel</u>

- a. This section shall describe the number and type of staff to perform services, required management staff positions, and key personnel that are required in order to deliver services as specified in the RFP.
- b. This section shall describe all professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP.
- c. This section shall describe any training required for staff to perform services as specified in the RFP.

# 13. <u>Implementation Plan</u>

This section shall provide a detailed plan of implementation for the services sought for the duration of initial Contract term.

- 14. Attachment A-A, Subsection A -Service Components
  - Does the proposal describe each service task to be delivered using the Attachment A-A, Subsection A., Service Components?
- G. <u>Attachment E Facility/Site Requirements Certification/Attestation Volume 1, Tab 4</u>
  If the Respondent is proposing services at their own owned/leased facility, the Respondent must complete the Attachment E [Facility/Site Requirements Certification/Attestation (for Respondent Proposing Owned/Leased Facility)]. Site Visit Inspections for Respondent Owned/Leased facilities will be held by the Department as per Attachment E.
- H. Exhibit 4 Start-Up Implementation Plan Volume 1, Tab 4

  Successful Respondents must have the capability to execute a Contract and begin direct services to youth by August 1, 2021. Respondents shall complete a timeline for all proposed activities for implementation from Agency Decision through Contract expiration shall be submitted (Exhibit 4 Start-Up Implementation Plan). The resulting Contract will reflect the service period from August 1, 2021, through June 30, 2022.
- I. Financial Proposal Volume 2
  - 1. <u>Attachment H Prevention Budget December 2018 Tab 1</u>
    - a. The Respondent shall complete and submit Attachment H. The price must include all services, material and labor necessary to complete the Services Sought in Attachment A as described in this RFP and the Respondent's proposal. This price shall be expressed as two decimal number prices.
    - b. The Attachment H must reflect proposed costs which are allowable, reasonable, and necessary to provide the proposed services. The Respondent's submitted Attachment H Prevention Budget December 2018 will be evaluated and determined if all costs with material and labor are allowable, reasonable, and necessary as required by section 216.3475, Florida Statutes (F.S.).
    - c. It is a requirement that the total maximum annual amount proposed in Attachment H is at or below the Total Maximum Annual Contract Dollar Amount stated in the RFP. The price must include all services, material and labor necessary to complete the Services Sought in Attachment A as described in this RFP and the Respondent's proposal.
    - d. Once the Department has accepted the Attachment H after evaluating it in accordance with Attachment F, the Attachment H shall not be altered without prior written approval from the Department.
    - e. Any projected cost not captured in the Attachment H will be the responsibility of the awarded Respondent.
  - 2. Attachment U CMBE Utilization Plan Tab 2

The Respondent shall describe its plan and/or methods to encourage diversity and utilize minority businesses in the performance of the services described in this solicitation. The information provided in this section shall address the plan described in the CMBE Utilization Plan of the RFP. The Respondent shall also include documentation supporting the CMBE Utilization Plan, for each Florida CMBE listed that the Respondent intends to utilize in the program procured. Florida CMBEs must meet all CMBE eligibility criteria and be certified as a CMBE by the Office of Supplier Diversity (OSD) of the Florida Department of Management

Services. The documentation shall be a one-page letter supplied by the CMBE on its letterhead stationery, stating the intent of the CMBE to participate in the program and clearly identifying the Department Solicitation Number. No points will be awarded for the CMBE Utilization Plan.

# J. <u>Provider Performance – Volume 3</u>

#### Attachment R – Certification of Experience - Tab 1

It is requirement that the Respondent sign and submit a complete Attachment R (Certification of Experience). The Respondent must demonstrate two years of experience within the last five years of providing delinquency prevention and intervention services to at-risk youth.

# 2. Attachment T - Client Contact List - Tab 2

It is required that the Respondent submit an Attachment T (Client Contact List) with a minimum of three references. This list is required in order for the proposal to be complete.

- a. The Attachment T must be completed and submitted with a minimum of three previous or current clients for whom the Respondent has delivered same or similar services for at-risk and/or delinquent youth as described in Attachment A. Clients are expected to be businesses or other organizations and cannot be parents/guardians, students, or minors.
- b. The Department reserves the right to contact any and all references in the course of this solicitation and make a fitness determination, not subject to review or challenge.
- c. The Department shall not provide a reference. If the Respondent has only provided these same or similar services to the Department, the Respondent is to include an attestation statement from the individual with authority to bind the Respondent in place of the Attachment T.
- d. Hardcopies submitted within the Technical Proposal or copies submitted through electronic upload with the proposal to the Department's Bid Library are acceptable.

# 3. Outside Party Agreements and Letters of Support – Tab 2

- a. The Respondent may include letters of support and agreements with outside parties providing mental health and substance abuse services.
- b. Such letters and agreements must include a description of the services provided.
- c. All Respondent agreements with outside parties shall include within the agreement, evidence of compliance with all applicable rules (e.g. Rule 63N F.A.C., 63M F.A.C., and all related sections of those rules.

#### XXI. ADDITIONAL REQUIREMENTS FOR RESPONDENTS SELECTED FOR CONTRACT AWARD

Respondents selected for Contract award must submit the following information and/or documentation prior to Contract execution:

- A. Answers to the One Florida Initiative questions (found on page 2 of this RFP);
- B. Prospective Provider's State of Florida Vendor Sequence Number; and
- C. The name, title, address, telephone number, and e-mail address of the prospective Provider's Contract Manager. Note: this is not DJJ's assigned Contract Manager.

#### THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

# ATTACHMENT C GENERAL INSTRUCTIONS TO RESPONDENTS – SPECIAL CONDITIONS

#### **CONTENTS**

- 1. Definitions
- 2. General Instructions
- 3. Submission of Proposals
- 4. Terms and Conditions
- 5. Questions
- 6. Conflict of Interest
- 7. Convicted Vendors
- 8. Discriminatory Vendors
- 9. Scrutinized Companies List
- 10. Respondent's Representation and Authorization
- 11. Performance Qualifications
- 12. Public Opening
- 13. Methodology for Agency Decision
- 14. Electronic Posting of Notice of Agency Decision
- 15. Firm Response
- 16. Clarifications/Revisions
- 17. Minor Irregularities/Right to Reject
- 18. Contract Formation
- 19. Contract Overlap
- 20. Public Records
- 21. Confidential, Proprietary, or Trade Secret Material
- 22. Protests
- 23. Captions and Numbering
- 24. Contact During Solicitation
- 25. Special Conditions
- 26. Cooperation with Inspector General
- 27. Unsuccessful Contract Award

#### 1. DEFINITIONS

The definitions found in Rule 60A-1.001, Florida Administrative Code (F.A.C.) shall apply to this agreement. The following additional terms are also defined:

- (a) "Department" means the Department of Juvenile Justice that has released the solicitation.
- (b) "Procurement Manager" means the Department's contracting personnel, as identified in the procurement.
- (c) "Prospective Provider" or "Provider" means the business organization or entity providing the services and commodities specified in the response to this Request for Proposals ("RFP").
- (d) "Respondent" means the entity that submits materials to the Department in accordance with these Instructions.
- (e) "Proposal" means the material submitted by the Respondent in answering the solicitation.

#### 2. GENERAL INSTRUCTIONS

Potential Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare proposals accordingly.

# 3. SUBMISSION OF PROPOSALS

Proposals are required to be submitted according to the instructions in Attachment B of the solicitation.

# 4. TERMS AND CONDITIONS

All proposals are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed below:

- (a) Technical Proposal Specifications:
- (b) Special Conditions;
- (c) Instructions to Respondents (Attachment C);
- (d) Instructions to Respondents (PUR 1001[1]):

Version: 9 Rev 07-13-20 Page 34 of 58

- (e) General Conditions (PUR 1000[1]); and,
- (f) Introductory Materials.

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's proposal. In submitting its proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

#### 5. QUESTIONS

Respondents shall address all questions to the Procurement Manager. Questions must be submitted according to the instructions in Attachment B of the solicitation.

#### 6. CONFLICT OF INTEREST

This solicitation is subject to chapter 112, F.S. Respondents shall disclose within their proposal the name of any manager, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent or its affiliates.

#### 7. CONVICTED VENDORS

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of thirty-six (36) months from the date of being placed on the convicted vendor list:

- (a) submitting a proposal on a contract to provide any goods or services to a public entity;
- (b) submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submitting a proposal on leases of real property to public entity;
- (d) being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- (e) transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) provided in section 287.017, F.S.

#### 8. DISCRIMINATORY VENDORS

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not:

- (a) submit a proposal on a contract to provide any goods or services to a public entity;
- (b) submit a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submit a proposal on leases or real property to a public entity;
- (d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and,
- (e) transact business with any public entity.

#### 9. SCRUTINIZED COMPANIES LIST

In submitting a proposal, the Respondent certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., or is engaged in a boycott of Israel; or on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; engaged in business operations in Syria pursuant to section 287.135, F.S., or engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela pursuant to s. 215.472(3). The Department may, at its option, terminate the Contract if the Provider is found to have submitted a false certification as provided under subsection 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or to be engaged in business operations with the government of Venezuela.

#### 10. RESPONDENT'S REPRESENTATION AND AUTHORIZATION

In submitting a proposal, each Respondent understands, represents, and acknowledges the following (if the Respondent cannot so certify to any of following, the Respondent shall submit with its proposal a written explanation of why it cannot do so):

Version: 9 Rev 07-13-20 Page 35 of 58

- (a) The Respondent is not currently under suspension or debarment by the State or any other governmental authority;
- (b) To the best of the knowledge of the person signing the proposal, the Respondent, its affiliates, subsidiaries, directors, managers, and employees have not in the last ten years been convicted or found liable for any act prohibited by law in any public contract;
- (c) The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under the contract resulting from this solicitation and/or any other contract;
- (d) The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal;
- (e) The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximated, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening;
- (f) The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in paragraph 287.133(1)(a), F.S.), and all directors, managers and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract. This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company;
- (g) Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, manager, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - 1) Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged with: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal or state or local government transaction or public contract; violation of antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - 2) Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default;
- (h) The product offered by the Respondent will conform to the specifications without exception;
- (i) The Respondent has read and understands the Contract terms and conditions (Attachment G), and the submission is made in conformance with those terms and conditions;
- (j) If an award is made to the Respondent, the Respondent agrees to be legally bound to the Contract that is formed with the State;
- (k) The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the proposal, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the proposal;
- (I) The Respondent shall indemnify, defend and hold harmless the Department and its employees against any cost, damage, or expense, which may be incurred or be caused by any error in the Respondent's preparation of its proposal; and,
- (m) All information provided by and representations made by the Respondents are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the proposal. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

## 11. PERFORMANCE QUALIFICATIONS

The Department reserves the right to investigate or inspect at any time whether the services, qualifications, or facilities offered by a Respondent meet the anticipated Contract requirements. The Respondent shall at all times during the resulting Contract term remain responsive and responsible. The Respondent must be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Respondent for the delivery

Version: 9 Rev 07-13-20 Page 36 of 58

of services. If the Department determines that the conditions of the solicitation documents are not complied with, or that the services proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may reject the proposal. The Respondent may be disqualified from receiving awards if the Respondent, or anyone in the Respondent's employment, has previously failed to perform satisfactorily in connection with public competitive solicitations or contracts. This paragraph shall not mean or imply that it is obligatory upon the Department to make an investigation either before or after award of the resulting Contract, but should the Department elect to do so, the Respondent is not relieved from fulfilling all resulting Contract requirements.

#### 12. PUBLIC OPENING

Proposals shall be opened on the date, time, and at the location indicated in Attachment B. Respondents may, but are not required to, attend. The Department may choose not to announce prices or release other materials pursuant to subsection 119.07(6), F.S. Any person requiring a special accommodation because of a disability should contact the Procurement Manager at least five workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Department by using the Florida Relay Service at (800) 955-8771 (TDD).

#### 13. METHODOLOGY FOR AGENCY DECISION

As per 287.057(1)(b)4., F.S., "the Contract shall be awarded by written notice to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria set forth in the request for proposals."

The Department will use the following information to determine Contract award:

- (a) Technical Proposal Cumulative Score (as outlined in Attachments F and P);
- (b) Reference checks submitted, completed and correct per the instructions listed in the RFP Yes/No (Attachment T);
- (c) Relevant Experience and/or Respondents Performance with Current/Recent DJJ Contract attachment completed and verified Yes/No (Attachment R). Respondent's Performance may be determined through the evaluation of youth served, unresolved open critical deficiencies and allocation of funds usage.; and
- (d) Proposed Budget (Attachment H).

#### 14. ELECTRONIC POSTING OF NOTICE OF AGENCY DECISION

On or about the date indicated in Attachment B, the Department shall electronically post a notice of intended award at <a href="http://myflorida.com/apps/vbs/vbs www.main menu">http://myflorida.com/apps/vbs/vbs www.main menu</a>. If the notice of award is delayed, in lieu of posting the notice of intended award the Department shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within seventy-two (72) hours after the electronic posting. The Department shall not provide tabulations or notices of award by telephone.

#### 15. FIRM RESPONSE

The Department may make an award within 120 days after the date of the opening, during which period proposals shall remain firm and shall not be withdrawn. If an award is not made within 120 days, the proposal shall remain firm until either the Department awards the Contract or the Department receives written notice from the Respondent that the proposal is withdrawn.

#### 16. CLARIFICATIONS / REVISIONS

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Respondents deemed eligible for Contract award. Failure to provide the requested information may result in rejection of the proposal.

## 17. MINOR IRREGULARITIES / RIGHT TO REJECT

The Department reserves the right to accept or reject any and all proposals, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests. The Department may reject any proposal not submitted in the manner specified by the solicitation documents.

#### 18. CONTRACT FORMATION

The Department shall issue a notice of award, if any, to the successful Respondent(s) by posting on the Vendor Bid System; however, no Contract shall be formed between the Respondent and the Department until the Department signs the Contract. The Department shall not be liable for any costs incurred by a

Version: 9 Rev 07-13-20 Page 37 of 58

Respondent in preparing or producing its proposal or for any work performed before the Contract is effective.

## 19. CONTRACT OVERLAP

Respondents shall identify any services covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Provider authorizes the Department to eliminate duplication between agreements in the manner the Department deems to be in its best interest.

#### 20. PUBLIC RECORDS

Article 1, Section 24, Florida Constitution, guarantees every person access to public records. Florida law generously defines what constitutes a public record in section 119.07, F.S. As such, all proposals to a competitive solicitation are public records unless exempt by law.

#### 21. CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL

The Department takes its public records responsibilities, as provided under chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If the Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, F.S., the Florida Constitution or other authority, the Respondent must also simultaneously provide the Department with a separate redacted copy of its proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Respondent submits its proposal to the solicitation in the DJJ Bid Library and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret.

The Respondent shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondent's determination that the redacted portions of its proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Respondent fails to submit a Redacted Copy with its proposal in the DJJ Bid Library, the Department is authorized to produce the entire documents, data or records submitted by the Respondent in answer to a public records request for these records.

#### 22. PROTESTS

Any protest concerning this solicitation shall be made in accordance with subsections 120.57(3) and 287.042(2), F.S., and Rule 28-110, F.A.C. Questions to the Procurement Manager shall not constitute formal notice of a protest. It is the Department's intent to ensure that specifications are written to obtain the best value for the State and those specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

- (a) Paragraph 120.57(3)(b), F.S., and Rule 28-110.003, F.A.C., require that a Notice of Protest of the solicitation documents shall be made within seventy-two (72) hours after the posting of the solicitation.
- (b) Paragraph 120.57(3)(a), F.S., requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S."
- (c) Rule 28-110.005, F.A.C., requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S."

#### 23. CAPTIONS AND NUMBERING

The captions, section numbers, article numbers, title and headings appearing in this solicitation are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this solicitation, nor in any way affect this solicitation and shall not be construed to create a conflict with the provisions of this solicitation.

#### 24. CONTACT DURING SOLICITATION

Version: 9 Rev 07-13-20 Page 38 of 58

Pursuant to subsection 287.057(23), F.S.: "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

#### 25. SPECIAL CONDITIONS

Pursuant to Rule 60A-1.002(7), F.A.C., an agency may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over Form PUR 1000 and PUR 1001 unless the conflicting term is statutorily required, in which case the term contained in the form shall take precedence.

#### 26. COOPERATION WITH INSPECTOR GENERAL

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. By submitting a proposal to this solicitation, the Respondent acknowledges its understanding and willingness to comply with this requirement.

#### 27. UNSUCCESSFUL CONTRACT AWARD

After award, should the awarded Respondent(s) fail to update, revise, or otherwise alter its original response submission correctly or in a timely manner (including all attachments and exhibits not scored), the Department reserves the right to cease drafting the resulting Contract with the first awarded Respondent and move to the next highest ranked Respondent(s), without having to post another Notice of Award.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Version: 9 Rev 07-13-20 Page 39 of 58

## ATTACHMENT E **FACILITY / SITE REQUIREMENTS CERTIFICATION/ATTESTAION** (FOR RESPONDENT PROPOSED OWNED / LEASED FACILITY)

#### RFP #10675

## FOR RESPONDENTS PROPOSING USE OF THEIR OWNED/LEASED FACILITY OR FOR RESPONDENTS PROPOSING USE OF AN OWNED/LEASED FACILITY NOT CURRENTLY OWNED/LEASED BY THE RESPONDENT

Submission of this form and the supporting documentation is a requirement for the Respondent to be deemed responsive to this RFP, unless the site is currently being used for a Department of Juvenile Justice (DJJ) program. Each item listed below is a program facility/site requirement for a DJJ program. The Respondent shall certify, by initialing next to each requirement below, that the proposed facility fully meets or will meet these requirements at the time of proposal submission or will fully meet these requirements prior to the start of contract services. The Department may or may not elect to conduct a site inspection on the date and time indicated in the RFP Calendar of Events.

All facilities and property provided for services must meet the requirements stated in this Attachment.

Please indicate program facility/site status by circling one (e.g., IS or WILL; HAS or WILL HAVE, etc.) status for each of the following requirements listed below and initialing to signify compliance with the requirement, and attach the required letters or documentation for each requirement:

	Program Facility/Site Requirement	Respondent's Initials
1	The proposed facility <b>does / will</b> meet all state, county, and city zoning, permitting and licensing, as well as any other requirements necessary to operate the facility.	
2	The proposed facility <b>is / will be</b> ready to commence program operations prior to the Department scheduled site visit/inspection.	
3	The proposed facility <b>has / will have</b> working electricity in all areas to be used by program participants.	
4	The proposed facility <b>has / will have</b> working air conditioning and will maintain air conditioning in all areas to be used by program participants.	
5	The proposed facility <b>has / will have</b> a working heating system and will maintain heating in all areas to be used by program participants.	
6	The proposed facility <b>has / will have</b> adequate space to accommodate program activities.	
7	The proposed facility <b>has / will have</b> adequate space and facilities to meet bathroom and dining needs for the number of youth proposed to be served.	
8	The proposed facility <b>complies / will comply</b> with all applicable Florida Administrative Code requirements, Rules of the State Fire Marshal, and applicable Uniform Fire Safety Standards found in Chapter 633, Florida Statutes.	
9	The proposed facility <b>is / will be</b> in current compliance with the Florida American with Disabilities Accessibility Implementation Act before occupancy.	
10	The proposed facility <b>has</b> / <b>will have</b> office space available that allows for confidential business to be conducted. The office space includes access to a telephone and computer hook-up.	
11	The proposed facility <b>has / will have</b> a written evacuation plan that includes diagrammed evacuation routes covering emergencies such as fire, natural disasters, hurricanes, and other severe weather. This plan <b>is / will be</b> maintained	

Page 40 of 58 Version: 9 Rev 07-13-20

	on-site and provided to the Department at the scheduled site inspection and to the Department's Contract Manager on an annual basis thereafter.	
12	The proposed facility <b>is / will be</b> accessible to public or other means of transportation.	
13	The proposed building or site <b>is available / will be available</b> and suitable for use for the program to be procured by this RFP by the anticipated Contract start date of services.	
14	If the Respondent does not own the proposed site(s), the Respondent has attached additional documentation demonstrating the proposed building or site <b>is available</b> / or will be available and is suitable for use for the program being procured by this RFP. If unable to obtain a letter, a signed affidavit shall be inserted in its place attesting to the attempt to obtain the letter and signed by the person who signs the Written Reply Transmittal Letter. If only an affidavit is submitted, and the Respondent is determined to be the highest-ranking Respondent, prior to notice of Final Agency Decision, the Procurement Manager shall request, and the Respondent shall submit, within ten business days of the request date, a letter from the facility owner/leasing agent indicating the proposed facility/site is available for services by the anticipated Contract start date.	
15	The Respondent shall attach a letter from the local government(s) that the facility or site complies with any specified comprehensive plan, zoning codes, ordinances and other requirements. If the Respondent is unable to obtain a letter, a signed affidavit shall be inserted in its place attesting to the attempt to obtain the letter and signed by the person who signs the transmittal letter. If only an affidavit is submitted, and the Respondent is determined to be the highest-ranking Respondent, prior to notice of Final Agency Decision, the Procurement Manager shall request, and the Respondent shall submit, within ten business days of the request date, a letter from the facility owner/leasing agent indicating the proposed facility/site is available for services by the anticipated Contract start date.	
16	The Respondent further agrees to be responsible for all costs associated with repairs and maintenance of the program facility and shall ensure that funds are available and dedicated to ensuring the total safety, maintenance, upkeep, appearance, and sanitation of the facility and grounds.	
17	The Respondent agrees that the proposed facility <b>is / will be</b> in working order (passing all occupancy inspections).	

The following items are informational only:

18	Name of Proposer's Organization	
19	County and Circuit of Proposed	
	Facility	
20	Street Address (Location) of	
	Proposed Facility City, State, Zip	
21	Total Number of Youth Proposed	

**ATTESTATION**: I,\_\_\_\_\_\_, certify, as the Respondent, that I understand and agree that the contracted or proposed facility for this RFP, shall meet all of the facility and/or site requirements as outlined in this RFP and the time frames as specified in the RFP. The site and/or facility shall meet all requirements to the full satisfaction of the Department, as determined by the Department, prior to the start of Contract services.

Version: 9 Rev 07-13-20 Page 41 of 58

Respondent's Signature:	
Printed Name:	
Title:	
Title:	
Date:	

#### Site Inspection

Prior to posting a Notice of Intended Award, the Department may conduct a site inspection to ensure that the proposed site meets all requirements of the Department and the RFP. The Respondent's owned/leased facility/site shall meet all requirements to the satisfaction of the Department, as determined by the Department.

The Respondent with whom the Department proposes an award shall be provided advance notice by telephone of the specific date for the site inspection. Reasonable attempts will be made to contact the Respondent between the hours of 8:00 a.m. and 5:00 p.m. Eastern Time, Monday through Friday, no less than twenty-four (24) hours prior to the visit. Therefore, it is the responsibility of the Respondent to provide notice of any change in contact information, including telephone number, to the Procurement Manager.

Version: 9 Rev 07-13-20 Page 42 of 58

#### ATTACHMENT F - SELECTION METHODOLOGY AND EVALUATION CRITERIA

## I. Maximum Possible Points

Proposal Section	Section Title	Maximum Possible Points per Section
Α.	Technical Proposal – Volume 1	
	Introductory Statement	0
	2. Management Capability	100
	3. Statement of Need - General Description of Mental Health	100
	Evaluation and Treatment Services or Substance Abuse Evaluation and Treatment Services or Integrated Mental Health and Substance Abuse Treatment Services	
	Admission/Acceptance of Services	25
	Discharge/Termination of Services	25
	6. Diagnostic Mental Health Evaluation or Diagnostic Substance Abuse Evaluation or Integrated Mental Health and Substance Abuse Diagnostic Evaluation	50
	7. Individualized Treatment Plan (ITP)	150
	8. Individual Mental Health Therapy or Individual Substance Abuse Therapy or Integrated Individual Mental Health and Substance Abuse Therapy	100
	9. Mental Health Family Therapy or Substance Abuse Family Therapy	100
	10. Informed Consent/Records Release	25
	11. Documentation and Record Management	25
	12. Staffing and Personnel	75
	13. Implementation Plan	100
	14. Attachment A-A Subsection A, Service Components	0
	Technical Proposal Cumulative Points	875
B.	Financial Proposal – Volume 2	
	Budget (Attachment H)	0
	Total Maximum Overall Points	875

## II. Evaluation Criteria

This RFP contains requirements that are specified in Attachment B, Section V. Failure to meet these requirements may result in a proposal not being evaluated and rejected as non-responsive. No points will be awarded for meeting mandatory requirements. Evaluation and review of the Respondent's proposal will be based solely on the Volumes 1, 2, and 3, unless otherwise noted in this RFP.

The Department will use the following methods to score the relevant section of the Respondent's proposal.

## A. <u>Transmittal Letter</u>

This is a requirement (see Attachment B, Section XX., B.) of the RFP; however, no points will be awarded.

#### B. Technical Proposal

1. The Technical Proposal's sections will be evaluated by a minimum of three Department employees serving as evaluators. They will independently score these sections based on the requirements of the RFP on a 0-5 scale.

Version: 9 Rev 07-13-20 Page 43 of 58

Use the following rating scores to rate the evaluation question in Attachment P		AWARD CRITERIA	
RATING	SCORE	EVALUATION DESCRIPTION	
Excellent	5	The technical proposal exceeds all technical specifications and requirements for the service component specified. The approach is innovative, comprehensive, and complete in every detail.	
Very Good	4	The technical proposal meets all technical specifications and requirements for the component specified. The approach is comprehensive and complete in every detail. The technical proposal approach contains some innovative details for some of the components specified.	
Adequate	3	The technical proposal meets all technical specifications and requirements for the component specified.	
Poor	2	The technical proposal does not meet all technical specifications and requirements for the component specified, or it demonstrates minimum understanding of the requirements for the component specified.	
Unsatisfactory	1	The technical proposal fails to demonstrate the Respondent's understanding of the requirements for the component specified or the ability to provide the service.	
Not Addressed	0	The technical proposal does not address the service component(s) specified, or the evaluator is not able to locate the information in the technical proposal.	

2. Evaluators will score technical proposals based on the information provided in response to the criteria outlined in Attachment P.

#### C. Financial Proposal - Evaluation Criteria

- 1. It is a requirement that the Respondent complete, sign and submit Attachment H Prevention Budget December 2018 in Tab 1 of Volume 2. The Attachment H template is available at: <a href="http://www.dij.state.fl.us/providers/contracts">http://www.dij.state.fl.us/providers/contracts</a>. The total budget amount must match the Annual Maximum Proposed Contract Dollar Amount on the Attachment H.
- The price must include all services, material and labor necessary to complete the Services Sought in Attachment A as described in this RFP and the Respondent's proposal. This price shall be expressed as two decimal number prices.
- 3. No points will be awarded for the Attachment H. The Financial Proposal will be evaluated to determine whether the costs listed in the Attachment H are allowable pursuant to state and federal expenditure laws, rules and regulations and authorized by the agreement between the State and Provider. To be reasonable, a cost must be evaluated to determine that the amount does not exceed what a prudent person would incur given specific circumstances. To be necessary, cost must be essential to the successful completion of the program.
- 4. Attachment H calculations will be verified for accuracy. In the event that a mathematical error is identified, Unit Prices submitted by the Respondent will prevail.

- 5. Staff listed in the Attachment H Prevention Budget December 2018 includes all staff listed in Attachment A, Section IV., D., Staff Qualifications and staff salaries will be reviewed by the Department for allowable, reasonable, and necessary costs.
- 6. A Respondent must meet all of the criteria in 1., above, in order to "pass" the evaluation of the Financial Proposal. Failure of a Respondent to meet all of the above criteria shall result in a "fail" status, and the proposal shall be deemed non-responsive and not moved forward for the evaluation and scoring of the Technical Proposal.

## D. <u>Client References/Prior Work Experience</u>

- The Attachment T must be completed and submitted with at least three previous or current clients for whom the Respondent has delivered services for at-risk and/or delinquent youth as described in Attachment A.
- 2. The Department reserves the right to contact any and all references in the course of this solicitation and make a fitness determination, not subject to review or challenge.
- 3. The Department shall not provide a reference.

## E. Application of Points

To determine the highest scoring Respondent, the Procurement Manager will total the Respondent's Technical Proposal Points (max of 875 points). The Respondent with the highest Grand Total will be ranked first, the Respondent with the second highest Grand Total will be ranked second, etc.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Version: 9 Rev 07-13-20 Page 45 of 58

## **ATTACHMENT G**

## **SAMPLE CONTRACT**

THIS DOCUMENT IS AVAILABLE ONLINE AT THE WEBSITE PROVIDED ON PAGE 1 OF THIS RFP.

ATTACHMENT G IS FOR INFORMATIONAL PURPOSES ONLY AND WILL BE CHANGED AND COMPLETED AFTER THE POSTING OF THE NOTICE OF INTENDED AWARD.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Version: 9 Rev 07-13-20 Page 46 of 58

## ATTACHMENT O CROSS REFERENCE TABLE

RFP DOCUMENTATION			LOCATION IN PROPOSAL	
(TO BE COMPLETED BY DEPARTMENT)			OMPLETED IN ITS ENTIRETY BY RESPONDENT)	
SECTION/PART	ART SUBJECT		SECTIONS/PARTS	
	GENERAL PROPOSAL MANDATORY			
Attachment B	MANDATORY - Proposal submitted within timeframe specified in			
Section V., A.	Calendar of Events.			
	GENERAL PROPOSAL REQUIREMENTS			
Attachment B Section XX., A.	Attachment Q – Proposal Verification Form			
Attachment B Section XX., B.	Transmittal Letter containing all the information required by Section XX. B.			
Attachment B Section XX., C.	Attachment V – State Advisory Group (SAG) Executive Summary			
Attachment B Section XX., D.	Attachment O – Cross Reference Table			
Attachment B, Section XX., E.	Attachment K - Drug-Free Workplace Certification Attachment S – Tie Breaking Certifications			
Attachment B Section XX., F., 14.	Attachment A-A, Subsection A, Service Components, Completed			
Attachment B, Section XX., G.	Attachment E – Facility/Site Requirements/Certification/Attestation			
Attachment B, Section XX., H.	Exhibit 4 – Start-Up Implementation Plan			
Attachment B Section XX., I., 1.	Attachment H – Prevention Budget December 2018 – A completed & signed copy of the Attachment H with the annual maximum contract dollar amount at or below the annual maximum contract dollar amount stated in the RFP.			
Attachment B, Section XX., I., 2.	Attachment U – Florida Certified Minority Business Enterprise (CMBE) Utilization Plan			
Attachment B Section XX., J., 1.	Attachment R - A statement certifying that the Respondent has experience relevant to evaluating and monitoring programs operated in an institutional setting, as specified in Attachment A, Services Sought.			

Attachment B Section XX., J., 2.	Attachment T – Client Contact List	
Attachment B Section XX., J., 3.	Outside Party Agreements and Letters of Support	
, , , ,	TECHNICAL PROPOSAL REQUIREMENTS	

\*PLEASE NOTE: The Respondent is requested to provide evidence of existing documentation (plans, resumes, charts, etc.) as requested in this cross reference table and addressed below. If evidentiary documentation is not currently available, provide evidence of intent or plan to implement and identify as such. This will include proposed plans, schedules, proposed staff contracts, job description etc. Include all relevant information that will assist DJJ in evaluating your technical proposal. Failure to provide information as requested may result in 0 points being assessed for that portion of the technical proposal evaluation. If the Respondent is selected for Contract award, the proposed service and all elements thereof will be incorporated by reference into the resulting Contract, unless they do not otherwise meet the terms and conditions of this RFP.

	CATEGORY #1: INTRODUCTORY STATEMENT	
Attachment B Section XX., F., 1.	This section should be an introductory statement of the general strategy and methodology that will be used to achieve the project goals. There are no points awarded for Category #1.  CATEGORY #2: MANAGEMENT CAPABILITY	
Attachment B Section XX., F., 2., a.	Reasonably and logically Identify the management approach to plan, control, and manage the services, in accordance with requirements identified in Attachment A, Services Sought.	
Attachment B Section XX., F., 2., b.	Provide a copy of the Respondent's corporate organizational chart and description of the corporate organizational structure, leadership and staffing (including licenses, qualifications, education, experience) needed in order to meet the requirements to provide auditing services in outlined in the RFP.	
Attachment B Section XX., F., 2., c.	Identify the Respondent's corporate oversight and support for the services. Identify whether contract approval is required by a governing entity (Board or Committee). If so, provide a detailed plan as to how the Respondent's organization will ensure the resulting Contract is executed by the Contract start date.	
	CATEGORY #3: STATEMENT OF NEED	
Attachment B Section XX., F., 3.	Identify how the program will deliver mental health services which address at-risk and youth between the ages of five and seventeen (17) throughout the State of Florida that include, but are not limited to: individual, group, and/or family counseling services, mental health evaluation and treatment services, and include individual, group, and/or family therapy services based on the youth's diagnoses and symptoms, treatment needs, and strengths as identified through a diagnostic evaluation. Respondents shall propose how many youth will be served with mental health services	

Version: 9 Rev 07-13-20 Page 48 of 58

	through individual, group, suicide prevention and/or family counseling services, mental health evaluation and treatment services.	
	CATEGORY #4: ADMISSION/ACCEPTANCE	
Attachment B Section XX., F., 4.	Submit a detailed description of the approach used to provide the services required by this RFP, including the intake/acceptance process for acceptance of youth, referral process, scheduling appointments for services and gathering informed consent.  CATEGORY #5: DISCHARGE/DETERMINATION OF SERVICES	
Attachment B Section XX., F., 5.	Provide a description of the discharge process to be performed when a youth has successfully completed services and is deemed ready for discharge/termination from services.	
	CATEGORY #6: DIAGNOSTIC MENTAL HEALTH OR DIAGNOSTIC SUBSTANCE ABUSE OR INTEGRATED MENTAL HEALTH AND SUBSTANCE ABUSE DIAGNOSTIC EVALUATION	
Attachment B Section XX., F., 6.	Describe the process for developing the Diagnostic Mental Health Evaluation or Diagnostic Substance Abuse Evaluation or Integrated Mental Health and Substance Abuse Diagnostic Evaluation reports, including timeframes, required components of the written evaluation report, and documentation requirements of the Licensed Professional conducting or supervising the evaluation. Provide a redacted sample diagnostic evaluation report(s) for each service type to be provided.	
	CATEGORY #7: INDIVIDUALIZED TREATMENT PLAN (ITP)	
Attachment B Section XX., F., 7., a.	Demonstrate an understanding of the requirements for the development of an Individualized Mental Health Treatment Plan, Individualized Substance Abuse Treatment Plan or Individualized Integrated Mental Health and Substance Abuse Treatment Plan.	
Attachment B Section XX., F., 7., b.	Describe the requirements, goals, measurable and relevant objectives, diagnoses, signature requirements and timeframes of the ITP.	
Attachment B Section XX., F., 7., c.	Describe the development of ITPs which respond to the unique individualized needs of each youth and family and any plan in place to review the ITPs for each youth within the required timeframe.	
Attachment B Section XX., F., 7., d.	Describe procedures for completion of the youth's ITP, ITP Reviews, and Progress Notes, including completing the youth's ITP in a timely manner and describe the procedures for allowing the youth the opportunity to participate in the development and review of her/his treatment plan.	

Page 49 of 58

Attachment B Section XX., F., 7., e.  Attachment B Section XX., F., 7., f.	Describe specific timeframes for implementing Mental Health Evaluation and Treatment Services or Substance Abuse Evaluation and Treatment Services or Integrated Mental Health and Substance Abuse Evaluation and Treatment services and assisting the youth with completion of the ITP prior to discharge from treatment services.  Describe the procedures required to establish goals and related measurable behavioral objectives to be achieved by the youth and family, set forth the tasks involved in achieving those objectives, include the type and frequency of services to be provided, and the expected dates of completion. Consider providing a comprehensive	
	sample ITP.  CATEGORY #8: INDIVIDUALIZED MENTAL HEALTH THERAPY OR INDIVIDUAL SUBSTANCE ABUSE THERAPY OR INTEGRATED INDIVIDUAL MENTAL HEALTH AND SUBSTANCE ABUSE THERAPY	
Attachment B Section XX., F., 8., a.	Identify the extent the Respondent's approach to individual Mental Health therapy or individual Substance Abuse therapy or individual Integrated Mental Health and Substance Abuse therapy meets the requirements of the RFP.	
Attachment B Section XX., F., 8., b.	Provide a detailed description of the minimum length of time for a face-to-face therapy session with the youth.	
Attachment B Section XX., F., 8., c.	Demonstrate an understanding of the requirements for providing Mental Health individual therapy or Substance Abuse individual therapy or Integrated Mental Health and Substance Abuse individual therapy sessions.	
	CATEGORY #9: MENTAL HEALTH FAMILY THERAPY OR SUBSTANCE ABUSE FAMILY THERAPY	
Attachment B Section XX., F., 9., a.	Identify the extent the Respondent's approach to Mental Health family therapy or Substance Abuse family therapy meets the requirements of the RFP.	
Attachment B Section XX., F., 9., b.	Provide a detailed description of the minimum length of time for a family therapy session with the youth and family members.	
Attachment B Section XX., F., 9., c.	Demonstrate an understanding of the requirements for providing Mental Health Family therapy or Substance Abuse Family therapy sessions.	
	CATEGORY #10: INFORMED CONSENT/RECORDS RELEASE	

Attachment B Section XX., F., 10.	Demonstrate an understanding of the requirements of informed consent for treatment and release of treatment records.	
	CATEGORY #11: DOCUMENTATION AND RECORD MANAGEMENT	
Attachment B Section XX., F., 11.	Describe an approach to files, record keeping and documentation and demonstrate an understanding of the record management requirements, including documents required to be filed in the youth's DJJ Individual Healthcare Record, as well as the confidentiality requirements for storing records.	
_	CATEGORY #12: STAFFING AND PERSONNEL	
Attachment B Section XX., F., 12., a.	Describe the number and type of staff to perform services, required management staff positions, and key personnel that are required in order to deliver services as specified in the RFP.	
Attachment B Section XX., F., 12., b.	Describe all professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP.	
Attachment B Section XX., F., 12., c.	Describe any training required for staff to perform services as specified in the RFP.	
,	CATEGORY #13: IMPLEMENTATION PLAN	
Attachment B Section XX., F., 13.	Provide a detailed plan of implementation for the services to be provided for the duration of the initial Contract term.	
	CATEGORY #14: ATTACHMENT A-A, SUBSECTION A., SERVICE COMPONENTS	
Attachment B Section XX., F., 14.	Describe each service task to be delivered using the Attachment A-A, Subsection A., Service Components.	

## ATTACHMENT P WRITTEN EVALUATION QUESTIONS/CONSIDERATIONS

#### **CATEGORY #1: Introductory Statement**

Does the proposal have an introductory statement of the general strategy and methodology that will be used to achieve the project goals? (Not Scored)

## **CATEGORY #2: Management Capability**

Consideration 2.1: To what extent does the proposal describe the Respondent's management approach to plan, control, and manage the services, in accordance with requirements identified in Attachment A, Services Sought? (Weighted: 7 Max Points: 35)

Consideration 2.2: How well does the Respondent's proposed organizational structure (as indicated in the corporate organizational chart and in the leadership's staff qualifications) indicate sufficient management capability to perform the services required by the RFP? (Weighted: 6 Max Points: 30)

Consideration 2.3: How well does the proposal clearly identify corporate oversight and support for the services? Does the proposal identify whether contract approval is required by a governing entity (Board or Committee) and if so, does the proposal include a detailed plan as to how the organization will ensure the contract is execution? (Weighted: 7 Max Points: 35)

#### **CATEGORY #3: Statement of Need**

Consideration 3.1: How well does the proposal identify and describe how the program addresses mental health services for at-risk youth between the ages of five and seventeen (17) throughout the State of Florida that include, but are not limited to, individual, group, and/or family counseling services, mental health evaluation and treatment services, and include individual, group, and/or family therapy services based on the youth's diagnoses and symptoms, treatment needs, and strengths as identified through a diagnostic evaluation? Does the proposal state how many youth will be served with mental health services through individual, group, suicide prevention and/or family counseling services, mental health evaluation and treatment services? (Weighted: 20 Max Points: 100)

## **CATEGORY #4: Admission/Acceptance**

Consideration 4.1: How well does the proposal identify and describe the intake/acceptance process for acceptance of youth, scheduling appointments for services and gathering informed consent? (Weighted: 5 Max Points: 25)

#### **CATEGORY #5: Discharge/Determination of Services**

Consideration 5.1: To what extent does the Respondent's process provide a description of the discharge process to be performed when a youth has successfully completed services and is deemed ready for discharge/termination from services? (Weighted: 5 Max Pts: 25)

## <u>CATEGORY #6: Diagnostic Mental Health or Diagnostic Substance Abuse or Integrated Mental Health and Substance Abuse Diagnostic Evaluation</u>

Consideration 6.1: To what extent does the Respondent demonstrate an understanding of the Diagnostic Mental Health Evaluation or Diagnostic Substance Abuse Evaluation or Integrated Mental Health and Substance Abuse Diagnostic Evaluation reports, including timeframes, required components of the written evaluation report, and documentation requirements of the Licensed Professional conducting or supervising the evaluation? Is a redacted sample diagnostic evaluation report(s) for each service type provided? (Weighted: 10 Max Pts: 50)

Version: 9 Rev 07-13-20 Page 52 of 58

## **CATEGORY #7: Individualized Treatment Plan (ITP)**

Consideration 7.1: To what extent does the Respondent demonstrate an understanding of the requirements for the development of an Individualized Mental Health Treatment Plan, Individualized Substance Abuse Treatment Plan or Individualized Integrated Mental Health and Substance Abuse Treatment Plan? (Weighted: 5 Max Pts: 25)

Consideration 7.2: To what extent does the Respondent demonstrate an understanding of the requirements, goals, measurable and relevant objectives, diagnoses, signature requirements and timeframes of the ITP? (Weighted: 5 Max Pts: 25)

Consideration 7.3: To what extent does the Respondent describe development of treatment plans which respond to the unique individualized needs of each youth and family and determine if there is a plan in place to review the ITPs for each youth within the required timeframe? (Weighted: 5 Max Pts: 25)

Consideration 7.4: To what extent does the Respondent demonstrate procedures for completion of the youth's ITP, ITP Reviews, and Progress Notes, including completing the youth's ITP in a timely manner? To what extent does the Respondent describe the procedures for allowing the youth the opportunity to participate in the development and review of her/his treatment plan? (Weighted: 5 Max Pts: 25)

Consideration 7.5: To what extent does the Respondent demonstrate an understanding of the specific timeframes for implementing Mental Health Evaluation and Treatment Services or Substance Abuse Evaluation and Treatment Services or Integrated Mental Health and Substance Abuse Evaluation and Treatment services, and therefore assisting the youth with completion of the ITP prior to discharge from treatment services? (Weighted: 5 Max Pts: 25)

Consideration 7.6: To what extent does Respondent's procedures require the ITP to establish goals and related measurable behavioral objectives to be achieved by the youth and family, set forth the tasks involved in achieving those objectives, include the type and frequency of services to be provided, and the expected dates of completion? Consider how comprehensive the sample ITP is, if available? (Weighted: 5 Max Pts: 25)

## CATEGORY #8: Individual Mental Health Therapy or Individual Substance Abuse Therapy or Integrated Individual Mental Health and Substance Abuse Therapy

Consideration 8.1: To what extent does the Respondent's approach to Individual Mental Health therapy or Individual Substance Abuse therapy or Individual Integrated Mental Health and Substance Abuse therapy meet the requirements of the RFP? (Weighted: 7 Max Pts: 35)

Consideration 8.2: To what extent does the Respondent provide a detailed description of the minimum length of time for a face-to-face therapy session with the youth? (Weighted: 6 Max Pts: 30)

Consideration 8.3: To what extent does the Respondent demonstrate an understanding of the requirements for providing Individual Mental Health therapy or Individual Substance Abuse therapy or Integrated Individual Mental Health and Substance Abuse therapy sessions? (Weighted: 7 Max Pts: 35)

#### CATEGORY #9: Mental Health Family Therapy or Substance Abuse Family Therapy

Consideration 9.1: To what extent does the Respondent's approach to Mental Health Family therapy or Substance Abuse Family therapy meet the requirements of the RFP? (Weighted: 7 Max Pts: 35)

Consideration 9.2: To what extent does the Respondent provide a detailed description of the minimum length of time for a family therapy session with the youth and family members? (Weighted: 6 Max Pts: 30)

Version: 9 Rev 07-13-20 Page 53 of 58

Consideration 9.3: To what extent does the Respondent demonstrate an understanding of the requirements for providing Mental Health Family therapy or Substance Abuse Family therapy sessions? (Weighted: 7 Max Pts: 35)

### CATEGORY #10: Informed Consent/Records Release

Consideration 10.1: To what extent does the Respondent demonstrate an understanding of the requirements of informed consent for treatment and release of treatment records? (Weighted: 5 Max Pts: 25)

#### **CATEGORY #11: Documentation and Record Management**

Consideration 11.1: To what extent does the Respondent's approach to files, record keeping, and documentation demonstrate an understanding of the record management requirements, including documents required to be filed in the youth's DJJ Individual Healthcare Record, as well as the confidentiality requirements for storing records? (Weighted: 5 Max Pts: 25)

### **CATEGORY #12: Staffing and Personnel**

Consideration 12.1: To what extent does the proposal outline the number and type of staff to perform services, required management staff positions, and key personnel that are required in order to deliver services as specified in the RFP? (Weighted: 5 Max Points: 25)

Consideration 12.2: Does the Respondent identify all professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP? (Weighted: 5 Max Points 25)

Consideration 12.3: Does the proposal describe any training required for staff to perform program services as specified in the RFP? (Weighted: 5 Max Points: 25)

#### **CATEGORY #13: Implementation Plan**

Consideration 13.1: Does the proposal provide a detailed plan of implementation for the services to be sought for the duration of the initial contract term? (Weighted: 20 Max Points: 100)

### CATEGORY #14: ATTACHMENT A-A, Subsection A, Service Components

Consideration 14.1: Does the proposal describe each service task to be delivered using the Attachment A-A, Subsection A., Service Components? (Not Scored)

Version: 9 Rev 07-13-20 Page 54 of 58

## ATTACHMENT R CERTIFICATION OF EXPERIENCE

## RFP #10675

THIS FORM SHALL BE COMPLETED BY THE RESPONDENT AND SIGNED BY A PERSON LEGALLY AUTHORIZED TO MAKE BINDING STATEMENTS ON BEHALF OF THE RESPONDENT. THE COMPLETED AND SIGNED FORM SHALL BE SUBMITTED WITH THE PROPOSAL.

COMPANY NAME:
DATE ESTABLISHED:
PRIMARY BUSINESS:
TOTAL NUMBER OF EMPLOYEES:
NUMBER OF EMPLOYEES ENGAGED IN ACTIVITIES RELEVANT TO THIS RFP:
NUMBER OF YEARS PROVIDING PREVENTION PROGRAMS SERVICES AS DESCRIBED IN THE RFF (PUBLIC AND/OR PRIVATE):
LIST ENTITIES FOR WHOM THE COMPANY HAS PROVIDED PREVENTION PROGRAMS WITHIN THE LAST FIVE YEARS AND THE DATES OF THE PERFORMANCE AS DESCRIBED IN THE RFP (PUBLIC AND/OR PRIVATE) (RESPONDENT MUST DEMONSTRATE TWO YEARS EXPERIENCE WITHIN THE LAST FIVE YEARS):
I, CERTIFY THAT THE RESPONDENT KNOWN AS
HAS AT LEAST YEARS EXPERIENCE WITHIN THE
LAST FIVE YEARS RELEVANT TO THE PROVISION OF PREVENTION PROGRAMS SERVICES TO AT-RISK
AND/OR DELINQUENT YOUTH.
SIGNATURE:
PRINTED NAME:
TITLE:
DATE:

Version: 9 Rev 07-13-20 Page 55 of 58

## ATTACHMENT T CLIENT CONTACT LIST

## RFP #10675

# THE DEPARTMENT SHALL NOT PROVIDE A REFERENCE. THE FORM SHALL BE SUBMITTED WITH THE PROPOSAL UNDER VOLUME 3, TAB 2.

CLIENT 1:	
NAME OF CLIENT:	
TITLE OF CLIENT:	
FIRM OR BUSINESS NAME:	
OFFICE TELEPHONE NUMBER:	OFFICE E-MAIL:
ADDRESS:	
TYPE OF SERVICE PROVIDED:	
CLIENT 2:	
NAME OF CLIENT:	
TITLE OF CLIENT:	
FIRM OR BUSINESS NAME:	
OFFICE TELEPHONE NUMBER:	OFFICE E-MAIL:
ADDRESS:	
TYPE OF SERVICE PROVIDED:	
CLIENT 3:	
NAME OF CLIENT:	
TITLE OF CLIENT:	
FIRM OR BUSINESS NAME:	
OFFICE TELEPHONE NUMBER:	OFFICE E-MAIL:
ADDRESS:	
TYPE OF SERVICE PROVIDED:	
CLIENT 4:	
NAME OF CLIENT:	
TITLE OF CLIENT:	
FIRM OR BUSINESS NAME:	

Version: 9 Rev 07-13-20 Page 56 of 58

OFFICE TELEPHONE NUMBER:	OFFICE E-MAIL:
ADDRESS:	
TYPE OF SERVICE PROVIDED:	

Version: 9 Rev 07-13-20 Page 57 of 58

## ATTACHMENT V STATE ADVISORY GROUP (SAG) EXECUTIVE SUMMARY

RFP Number: 10675	
Respondent's Name: _	

**Instructions:** Respondents submitting a proposal in response to this RFP must complete this Executive Summary form in its entirety and return it to the Department within the proposal under Volume I, Tab I. The Executive Summary cannot be longer than three pages, should be single spaced, and no less than 10 point font.

## I. Description of Proposed Program

Provide a brief description (500 words maximum) of the program being proposed. Include your approach to providing the services required by this RFP. Include the types of program activities that will be offered (i.e., gang prevention, employment placement, afterschool services programming, etc.).

#### II. Staffing and Personnel

Provide the total number of full-time and part-time staff proposed to perform the services as stated in the RFP.

## III. Organizational Capacity

Provide a brief description (fifty (50) words maximum) of the organization's ability to perform the services as stated in the RFP, including how your organization will manage the tasks set forth in the submitted proposal.

## IV. Target Population & Number of Youth Being Served

Provide the target population to be served including eligibility requirements, and the total number of youth to be served for the proposed program.

#### V. Successful Program Completion

Define successful program completion (fifty (50) words maximum).

#### VI. Proposed Service Availability

Provide the time of day, day(s) of week, and duration of time that services will be offered to all program participants. Example: two hours a day; three times a week; for ten weeks; four cycles.

## VII. Budgeted Amount by Category & Total Amount Requested

Provide the total amount proposed for the following categories: Salaries, Benefits, Contractual, and Expenses. Provide the total amount of funding being requested to fund the proposed program.

Version: 9 Rev 07-13-20 Page 58 of 58