

**LUTHERN SOCIAL SERVICES OF NORTHEAST FLORIDA**  
**Consolidated Refugee Services**



**INVITATION TO NEGOTIATE (ITN)**

**Adult Education Services  
For Refugees and Entrants in Duval County**

## SECTION 1. INTRODUCTION

### 1.1 Introduction to the Procurement

Lutheran Social Services of Northeast Florida (LSS), Consolidated Refugee Services (CRS) program is issuing this solicitation for the purpose of procuring Adult Education Services for Refugees and Entrants in Duval County. These services will be provided to assist refugees and entrants in effectively resettling and becoming economically self-sufficient as quickly as possible following arrival to the United States.

With Adult Education Services, LSS seeks to remove educational barriers to employment in an effort to promote and accelerate self-sufficiency. Specifically, the inability to communicate in English is a significant barrier to both social integration and employment. Through Adult Education Services, the successful Vendor will either directly provide English Language Instruction (ELI) to refugees and entrants, or the Vendor will distribute vouchers allowing refugees and entrants to receive ELI courses through partner organizations. The Vendor may also determine that it is most appropriate to directly deliver some ELI courses, while vouchering for others. Whatever the Vendor decides, the overall plan for delivering Adult Education Services must be reasonable, effective, and cost-efficient. In replying to this ITN, potential Vendors must clearly explain and justify their rationale for choosing the way in which they propose to deliver these services.

Depending on the plan that the Vendor enacts, Adult Education Services Program will include some or all of the following primary components:

- 1.1.1 Outreach Services - Organize outreach activities designed to familiarize potentially eligible clients of the services being offered by the Adult Education program;
- 1.1.2 Intake - Determine program eligibility and conduct an intake and initial data collection for each eligible client upon entry into the Adult Education program;
- 1.1.3 Initial Assessment - Conduct an evaluation of the client's English language ability and/or educational level through the use of standardized assessment instruments administered as a pre-test;
- 1.1.4 English Language Instruction (ELI) Courses - Directly provide ELI courses to eligible refugees and entrants;
- 1.1.5 Vouchers - Distribute vouchers to eligible clients allowing those clients to enroll in ELI courses with partner organizations;
- 1.1.6 Post-Test Assessment - Assess client progression at regular intervals through the utilization of standardized assessment instruments; and
- 1.1.7 Supportive Services - With LSS approval, the successful Vendor may provide supportive services including, but not limited to, course advising, attendance counseling, transportation assistance, vocational studies, referrals, child care, and/or other supportive services as permitted by LSS.

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

## **1.2 Statement of Purpose**

LSS is seeking Adult Education Services for Refugees and Entrants in Duval County. These services will enable refugees to more readily obtain gainful employment which will, in turn, promote and accelerate economic self-sufficiency. In general, struggles with the English language are a major barrier for refugees as they attempt to obtain and maintain employment. The Refugee Adult Education Program aims to assist refugees in need of improving English language skills for the purpose of finding stable, higher paying jobs. By increasing employment options and boosting potential earnings, refugees and entrants will spend less time dependent on public benefits.

This ITN gives the Vendor flexibility in proposing how it wishes to deliver Adult Education Services. There are three (3) fundamental options. First, the Vendor may propose to provide English Language Instruction (ELI) classes directly to refugees and entrants. Second, the Vendor may propose to distribute vouchers to refugees and entrants that would allow clients to receive ELI classes from partner organizations at no cost to the client. Third, the Vendor may propose to provide certain ELI classes directly, while distributing vouchers for other ELI classes.

In replying to this ITN, the Vendor will need to justify the way in which it wishes to deliver these services. The Vendor's plan must be reasonable, effective, and cost-efficient.

The contract resulting from this ITN intends to fund a single Refugee Adult Education Program that will assist eligible refugees and entrants in Duval County, as well as neighboring counties where there is no Refugee Services (RS) provider. It is the intent of this procurement to award one (1) contract. However, LSS does reserve the right to select multiple Vendors and/or divide work among Vendors by type of service, geographical area, or both.

## **1.3 Term of the Agreement**

The anticipated start date of the resulting contract is October 1, 2019. The anticipated duration of the contract is one year. The contract may be renewed for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by LSS and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

The total estimated dollar range for the contract resulting from this ITN is subject to the availability of funds. Funding amounts will largely depend on Office of Refugee Resettlement (ORR) priorities, the number of clients to be served, the area of services, and the types of services, as determined by LSS.

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

#### **1.4 Contact Person and Procurement Manager**

This ITN is issued by Lutheran Social Services of Northeast Florida. The sole contact point for all communication regarding this ITN is:

Cristina Parcell  
Resettlement Director

Mailing Address:

Lutheran Social Services of Northeast Florida  
4615 Philips Highway  
Jacksonville, FL 32207

[cristina.parcell@lssjax.org](mailto:cristina.parcell@lssjax.org)

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## **SECTION 2. ITN PROCESS**

### **2.1 General Overview of the Process**

The ITN process is divided into two (2) phases, the Evaluation Phase and the Negotiation Phase. The Evaluation Phase involves LSS's initial evaluation of replies. During the Evaluation Phase, all responsive replies will be evaluated against the evaluation criteria set forth in this ITN. LSS will then select one Vendor to participate in negotiations. A Vendor will be deemed responsive unless determined to be nonresponsive as defined in this solicitation document.

The Negotiation Phase involves negotiations with the Vendor. During the Negotiation Phase, LSS may request revised replies and best and final offers based on the negotiations. Following negotiations, LSS will post a notice of intended contract award, identifying the Vendor that provides the best value.

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

Vendors who are interested in responding to this ITN are encouraged to send a Notice of Intent to Submit a Reply (APPENDIX I) to the LSS on or before 5pm EST on Friday, June 7<sup>th</sup>

## **SECTION 3. SPECIFICATIONS**

### **3.1 Minimum Programmatic Specifications**

#### **3.1.1 General Statement**

Adult Education Services will be provided to assist eligible refugees and entrants in effectively resettling and becoming economically self-sufficient as quickly as possible following arrival to the United States. Through the Adult Education Program, LSS seeks to remove education-related employment barriers by assisting refugees in learning to read, speak, and write English in an effort to promote and accelerate self-sufficiency. Specifically, the successful Vendor will directly provide English Language Instruction and/or distribute vouchers so that eligible clients may attend ELI classes through partner organizations.

#### **3.1.2 Scope of Service**

Adult Education Services will be provided to eligible refugees/entrants who reside in Duval County. Refugees/Entrants residing in neighboring counties where no Refugee Services (RS)-funded Adult Education program exists may also be served.

#### **3.1.3 Major Program Goals**

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

### **3.1.4 Contract Limits**

- 3.1.4.1** Services funded under any resulting contract shall be refugee/entrant specific services only, designed to meet the needs of refugees/entrants. All services offered must be in line with the rules and objectives of the refugee program.
- 3.1.4.2** LSS reserves the right to alter or adjust the service locations and the number of clients and to add service priorities as needed.

### **3.1.5 Client Eligibility**

- 3.1.5.1** Clients to be served under the resulting contract are refugees and entrants residing in Duval County requiring Adult Education Services who have been in the United States for less than sixty (60) months. Refugees/Entrants residing in neighboring counties where no Refugee Services (RS)-funded Adult Education program exists may also be served. Depending on the resulting contract's specific funding source(s), other refugee/entrant groups may be eligible for services with additional requirements.
- 3.1.5.2** The successful Vendor shall not deny any services under any resulting contract to any individual because an individual refuses to provide his or her social security number.

### **3.1.6 Client Determination**

- 3.1.6.1** Client Eligibility Determination. The successful Vendor shall determine refugee/entrant program eligibility based on the individual's immigration status, country of origin and date of entry to the U.S. using original immigration documents provided by the client. The period of eligibility is calculated from the client's date of arrival in the U.S., with the exception of asylees, whose period of eligibility is calculated from the date asylum was granted, and victims of severe forms of trafficking whose eligibility is determined using the date on the Office of Refugee Resettlement's (ORR) eligibility letter (children) or certification letter (adults). A legible copy (front and back) of immigration documentation verifying refugee/entrant eligibility is required to accurately determine eligibility. An eligibility guide describing specific client determination information is available at: <http://www.myflfamilies.com/service-programs/refugee-services/eligibility-guide-refugee-service-providers>
- 3.1.6.2** Immigration Status Verification. In the event the successful Vendor elects to utilize the SAVE/VIS system, the successful Vendor shall follow the procedures for the system included in any resulting contract. Not-for-profit entities are not required to verify eligibility through the SAVE/VIS Program. Client documentation that provides proof of eligibility in accordance with RS guidelines is sufficient to provide services.

### **3.1.7 Service Priorities**

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

**Social Services Grant** – Social Services Grant (CFDA 93.566) can be used to serve refugees/entrants residing in Duval County who have been in the United States for less than sixty (60) months and are seeking Adult Education Services. The following priorities apply to clients eligible for Adult Education Services funded through the Social Services Grant:

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

**Cuban/Haitian Set-Aside (Social Services Grant)** – Cuban/Haitian Set-Aside (Social Services Grant) (CFDA 93.566) can be used to serve refugees/entrants residing in Duval County who have been in the United States for less than sixty (60) months and are seeking Adult Education Services. The following priorities apply to clients eligible for Adult Education Services funded through the Cuba/Haitian Set-Aside (Social Services Grant).

- **First Priority.** Cuban/Haitian refugees/entrants within their first twelve (12) months in the United States or within twelve (12) months of their dates of asylum or applicable date of eligibility; and;
- **Second Priority.** Cuban/Haitian refugees/entrants who are not receiving initial reception and placement assistance from a voluntary agency through a cooperative agreement with LSS of State or LSS of Homeland Security (DHS) and are within their first sixty (60) months from their date of eligibility.

**Targeted Assistance Grant** – Targeted Assistance Grant (CFDA 93.566) can be used to serve refugees/entrants residing in Duval County, Florida, who have been in the United States for a period less than sixty (60) months and are seeking Adult Education Services. The following priorities apply to clients eligible for services funded through the Targeted Assistance Grant.

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

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

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

- **Third Priority.** Older refugees/entrants with the greatest relative risk of nursing home placement.

### 3.1.8 Service Components Task List

As noted, LSS is giving the Vendor flexibility in proposing the manner in which it wishes to deliver Adult Education Services in Duval County. The Vendor may choose to (A) directly deliver English Language Instruction (ELI) to eligible refugees and entrants, or (B) distribute vouchers to refugees and entrants that allow the client to receive ELI from partner organizations at no cost to the client, or (C) provide some ELI classes directly while distributing vouchers for others.

Once the Vendor determines the most appropriate method for delivering these services, the Vendor must comprehensively justify that method in the programmatic reply. The Vendor's proposed service delivery model must deliver Adult Education Services in a reasonable, effective, and cost-efficient manner. The Vendor shall consider various factors when determining the most effective and efficient methods for delivering ELI. The Vendor shall consider the ELI classes already available in the community and the cost of those classes. The Vendor shall consider whether refugee-specific ELI classes would be more beneficial to eligible clients. The Vendor shall consider whether the English level of the refugee should be considered when deciding whether to voucher or directly provide ELI classes. For example, the Vendor may determine that it is more efficient and cost effective to directly provide lower-level ELI classes, while vouchering for upper-level ELI classes. The Vendor shall also consider the geographic range of refugees living in Duval County. Will it be more cost effective and efficient to directly provide refugee-specific ELI classes in one part of the county, while vouchering out ELI classes in another part? The Vendor shall consider how long clients will have to wait to enroll in classes with partner agencies, particularly those that only operate on a semester system. Would it be appropriate to offer classes for short time periods to provide some training to clients not yet employed while awaiting the availability of a mainstream class? Lastly, the Vendor shall consider the day and the time of the ELI classes currently being offered in the community. Are night and weekend ELI classes available? Would it make the most sense to distribute vouchers for weekday ELI classes, while directly providing ELI classes on nights and weekends?

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

**3.1.8.1 Outreach Services** - The Vendor shall ensure that a variety of appropriate outreach activities are designed to familiarize potentially eligible clients with available contract services, to explain the purpose of those services, and to facilitate access to those services. The activities may include, but are not limited to, the development of brochures, posters, media advertisement, and public announcements regarding workshops or training. The Vendor shall submit all materials to LSS for review and approval thirty (30) calendar days prior to publication and dissemination.

**3.1.8.2 Intake** - Upon determination of client eligibility, the Vendor shall conduct an intake and initial data collection including, but not limited to: (1) legal name; (2) alien number; (3) social security number; (4) current county of residence; (5) date of birth; (6) gender; (7) race; (8) religion; (9) country of origin; (10) immigration status; (11)

arrival date in the United States; (12) port of entry; (13) date of eligible status; and (14) contact information of parent, family member, or other person significant to the client.

During the intake process, the Vendor shall also distribute the Client Release of Information form. The Vendor shall explain to the client the purpose of the form, explain to whom the information may be released, and obtain the client's initials and signature in the appropriate sections of the form. In the event that a client refuses to sign the form, the Vendor shall sign and date the appropriate section of the form stating that the Vendor has explained the form and its purpose to the client. The Client Release of Information Form will be provided to the Vendor by LSS.

**3.1.8.3** Initial Assessment – The Vendor shall conduct an evaluation of the client's English language ability and/or educational level through the use of standardized assessment instruments administered as a pre-test. The Vendor shall maintain verifiable assessment information and the applicable pre-test score(s) sufficient to document the client's initial education level.

**3.1.8.4** Enrollment – Based on the results of the initial assessment and the client's educational level and educational needs, the Vendor shall enroll eligible clients into the appropriate education program.

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

**3.1.8.5** English Language Instruction (ELI) Courses – If the Vendor determines it to be both effective and cost-efficient, the Vendor may directly provide refugee-specific ELI courses. The Vendor must determine the number of instructors/staff and the number of instructional hours necessary for each ELI class. The Vendor must determine the most appropriate and convenient times and places to offer these classes. Also, the Vendor shall report to LSS each month on the (1) number of ELI classes being offered; (2) the number of enrolled students in each course; (3) the number of anticipated instructional hours; and (4) the class schedules.

**3.1.8.6** Vouchers – If the Vendor determines it to be both effective and cost-efficient, the Vendor may distribute vouchers to eligible refugee and entrant clients so that these clients are able to enroll in ELI courses already offered through partner organizations in the community. The Vendor must work to establish a voucher system with these partner organizations that addresses how payments will be made, how student progress will be collected, and how the Vendor will follow-up with partner organizations to ensure that services are delivered appropriately.

**3.1.8.7** Post-Test Assessment – The Vendor shall assess progression of clients at regular intervals utilizing standardized assessment instruments. Generally, these post-test assessments will occur at the completion of each level of an ELI course (levels 100 – 800). The Vendor shall document in the client case file and in the Refugee Services Data System (RSDS) the attainment of literacy completion points (LCP) or documented progress, along with applicable post-test scores obtained using

standardized assessment instruments. Post-test scores may then be used for placement in subsequent ELI courses.

**3.1.8.8** Supportive Services – With LSS approval, the successful Vendor may provide supportive services including, but not limited to, course advising, attendance counseling, transportation assistance, vocational studies, referrals, child care, and/or other supportive services as necessary. If the Vendor determines it necessary to provide certain supportive service, these services and how they will be provided must be thoroughly explained and justified in the Vendor’s reply.

**3.1.8.9** Client Case File – For each client served, the Vendor shall maintain an individual case file that includes a detailed chronological account of service delivery including, but not limited to, the following:

- Eligibility documentation, including a legible copy of the front and back of immigration documentation;
- Intake information;
- Client Release of Information form;
- Documentation of course enrollment;
- Pre-Test/Post-Test Standardized assessment test scores;
- Documentation of other services provided;
- Any other form(s) required by LSS; and
- Termination of client services documentation (if closed).

**3.1.8.10** Termination of Client Services – The Vendor shall close a client’s case for the following reasons:

- Client completion of all objectives and no longer in need of services (i.e. all legal cases have been resolved);
- Client no longer meets eligibility criteria for the program;
- Written or verbal notification by the client of withdrawal from the program;
- Client relocation out of the service area;
- Non-participation of the client (the client has not participated in services in two years);
- Unsuccessful closure (client participated but the application was denied and a decision was made not to appeal); or
- Death of the client.

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

### **3.1.9 Task Limits**

- 3.1.9.1** The successful Vendor shall not make stipend payments to a client under the terms of any resulting contract.
- 3.1.9.2** The successful Vendor shall not perform any tasks related to the program, other than those described in any resulting contract, without the express written consent of LSS.
- 3.1.9.3** The successful Vendor shall not deny any services under any resulting contract to any individual because an individual refuses to provide his or her social security number.
- 3.1.9.4** Not-for-profit entities are not required to verify eligibility through the SAVE/VIS Program. Client documentation that provides proof of eligibility in accordance with RS guidelines is sufficient to provide services.
- 3.1.9.5** If the Vendor wishes to provide or facilitate certain adult and vocational training programs, and if LSS permits the Vendor to specifically provide these services, then the Vendor must adhere to the following task limits. Vocational study programs must be completed in twelve (12) months or less, the Vendor must record documented progress, and the adult and vocational program must directly benefit the client in his or her search for employment, as stated in 45 CFR Part 400.146. Please note, English Language Instruction (ELI) is not limited to twelve (12) months, however ELI must be provided in a concurrent, rather than sequential, time period with employment and employment-related services.
- 3.1.9.6** Clients are limited to three (3) enrollments in a particular level or course in an attempt to achieve documented progress. If the client is unsuccessful in achieving documented progress in said level or course after three (3) attempts, the Vendor shall refer the client to other funding sources/programs that would better meet the client's needs.
- 3.1.9.7** Course offerings under any resulting contract are limited to those that are within the frameworks developed by the Florida LSS of Education or those approved in writing by LSS no fewer than thirty (30) calendar days prior to implementation.
- 3.1.9.8** Expiration of the contract period does not close cases. All pending services not resolved within the contract period will be carried over into the next contract period or referred to another provider.
- 3.1.9.9** Tasks and task descriptions may change over the life of the contract to comply with new regulations, laws, and grant requirements.

### **3.1.10 Staffing Levels**

- 3.1.10.1** The successful Vendor shall ensure adequate program staffing for technical, administrative, and clerical support. The Vendor shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities.
- 3.1.10.2** The staffing levels that the successful Vendor includes in the budget (Appendices VII - XI) shall be sustained throughout the resulting contract period(s).

**3.1.10.3** The successful Vendor must have the capacity and flexibility to efficiently hire new qualified staff members as necessary.

### **3.1.11 Staffing Changes**

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

### **3.1.12 Subcontractors**

**3.1.12.1** The successful Vendor may subcontract for services under the terms of any resulting contract with the prior written approval of LSS. Subcontracting shall in no way relieve the successful Vendor of any responsibility for performance of its duties under the terms of any resulting contract.

**3.1.12.2** The successful Vendor shall include in all appropriate subcontract agreements: a detailed scope of work; clear and specific deliverables; performance standards; sanctions for non-performance; programmatic monitoring requirements; fiscal monitoring requirements; and detailed documentation requirements. The Vendor's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds. Within thirty (30) days of executing contracts for subcontracted services, the Vendor shall provide copies of the executed contract to the contract manager. The Vendor shall ensure that all subcontractors have a representative attend a majority of local Refugee Taskforce meetings.

### **3.1.13 Service Delivery Location**

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

### **3.1.14 Changes in Location**

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

### **3.1.15 Service Times**

**3.1.15.1** Services shall be provided, at a minimum, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Time Zone, except for state recognized holidays. Because many clients can be better served with extended hours, the successful Vendor is encouraged to offer evening and weekend service times. The Vendor shall also submit a copy of the schedule (days, times, and locations) of any classes in which clients are enrolled (both vouchered and non-vouchered classes) to LSS at least seven (7) days after the term start date.

- 3.1.15.2 Any changes in service times and any additional holidays that the successful Vendor would like to observe must be included in the reply and approved in writing by LSS.
- 3.1.15.3 Services are expected to be provided through the full term of the contract. The successful Vendor is expected to manage staff and intakes to ensure the availability of services to priority clients through the entire contract period.

### **3.1.16 Records and Documentation**

- 3.1.16.1 Client Records - The successful Vendor shall maintain records documenting the total number of eligible clients and names (or unique identifiers) of clients to whom services were provided under the terms of any resulting contract and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained. The successful Vendor shall also furnish, upon request, such information as may be required to verify that the client's eligibility was determined in accordance with RS and the Federal Office of Refugee Resettlement (ORR) requirements.
- 3.1.16.2 Format Requirements - Submission of documents produced by the successful Vendor to satisfy the requirements of this section must be submitted to LSS in Microsoft Office product format in the versions used by LSS at the time of submission, currently MS Project 4.0 or newer version, MS Word 6.0 or newer version, MS Excel 5.0 or newer version.
- 3.1.16.3 Confidentiality of Records - The successful Vendor shall maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. Except as provided by law, the successful Vendor further agrees to hold LSS harmless from any claim or damage, including reasonable attorney(s) fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the successful Vendor of confidential records, whether public record or not, and promises to defend LSS against the same at its expense.
- 3.1.16.4 Access to Records - The successful Vendor shall maintain all records required to be maintained pursuant to any resulting contract in such manner as to be accessible by LSS upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.
- 3.1.16.5 Separation of Client Records - Client records for any resulting contract must be maintained separately from client records of other projects. Inactive or closed client records must be maintained separately from active client records. Client records must not be taken from the service site without written LSS approval.

### **3.1.17 Reporting**

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

<b>Report Title</b>	<b>Reporting Frequency</b>	<b>Report Due Date</b>	<b>Number of Copies Due</b>
Electronic Data as specified in Web-RS User Guide	Monthly	10 <sup>th</sup> day of each month	N/A
Invoice	Monthly	20 <sup>th</sup> day of each month	1 electronic and 1 hard copy
Narrative Report	Every 4 months	Three times per contract year February 10; June 10; and October 10	1 electronic and 1 hard copy
Limited English Proficiency (LEP) Policy	Annually	60 days of contract effective date and completed questionnaire annually thereafter	1 electronic and 1 hard copy
Financial and Compliance Audit and accompanying management letter	Annually	Within 180 days following Vendor's fiscal year end or within 30 days of Vendor's receipt of the audit report, whichever occurs first	2 hard copies to RS 1 electronic copy to Inspector General
Inventory Report	Annually	Annually and 30 days prior to completion of contract	1 electronic and 1 hard copy
Emergency Preparedness Plan	Annually	Within 30 days of contract execution and annually thereafter	1 electronic and 1 hard copy
Civil Rights Compliance Checklist	Annually	Within 30 days of contract execution and annually thereafter	1 hard copy
Proof of Liability Insurance	Annually	Within 30 days of contract execution and annually thereafter	1 hard copy

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due
Support of the Deaf and Hard of Hearing as specified in Exhibit A1-7 of the Integrated Contract	Monthly	5 <sup>th</sup> working day of each month	The Office of Civil Rights Form Site: <a href="https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html">https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html</a>
Federal Funding Accountability and Transparency Act (FFATA) (DCF Form CF1111)	Annually	Prior to contract execution and annually thereafter	1 electronic and 1 hard copy
Uptake Analysis	Annually	Within 30 days of contract execution and annually thereafter	1 hard copy

**3.1.17.2** Additional Reporting Requirements - The successful Vendor shall provide additional reporting pertaining to the services rendered in any resulting contract should LSS determine this to be necessary.

**3.1.17.3** Acceptance of Reports - Where any resulting contract requires the delivery of reports to LSS, mere receipt by LSS shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance in writing of required reports shall constitute a separate act. LSS reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in any resulting contract. LSS, at its option, may allow additional time within which the successful Vendor may remedy the objections noted by LSS or the opportunity to complete, make adequate, or acceptable, or declare any resulting contract to be in default.

### **3.1.18 Electronic Data**

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

- 3.1.18.1** Data Entry Deadlines - The successful Vendor shall submit to LSS data specified in the resulting contract in accordance with the preceding schedule, except in emergency circumstances as approved by the Director of RS. If LSS deems it necessary, DCF RS will produce the official data report from the successful Vendor's electronic data the first business day following the submission deadline for the previous period's data as noted in the preceding schedule. The reports produced by RS are the official record of deliverables and overall program performance, unless notified immediately of discrepancies.
- 3.1.18.2** Data Integrity - If notified by RS of reporting discrepancies, the successful Vendor has three (3) business days from the date of notification of the errors to correct and return the electronic data. If discrepancies are reported by the successful Vendor, the successful Vendor shall correct and return the electronic data within three (3) business days of the notification. The successful Vendor shall notify LSS when corrections are needed and again when corrections are completed. Following completion of data correction, RS will provide the official report the following business day. The final report becomes the official report.
- 3.1.18.3** Reporting Responsibilities - It is the successful Vendor's responsibility to ensure that data is entered accurately and timely and that reports are acceptable and submitted timely. Continued inaccurate or late reporting of data and/or continued submission of unacceptable or late reports may result in corrective action and may require financial penalties and place the Vendor in breach of contract.

### **3.1.19 Performance Measures**

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

LSS requests that the Vendor propose appropriate percentages for the performance measures listed below. The Vendor must justify its reasoning for each of the proposed percentages.

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

- 3.1.19.1** \_\_\_ percent of intakes for clients eligible for lower level ELI courses shall result in enrollments into lower level ELI courses.
- 3.1.19.2** \_\_\_ percent of lower level ELI courses in which clients are enrolled (and not withdrawn) within a reporting period will result in completion.
- 3.1.19.3** \_\_\_ percent of lower level ELI courses completed by clients within a reporting period shall result in a Literacy Completion Point (LCP) as validated by standardized assessment instruments.
- 3.1.19.4** \_\_\_ percent of intakes for clients eligible for upper level ELI courses shall result in enrollments into upper level ELI courses.
- 3.1.19.5** \_\_\_ percent of upper level ELI courses in which clients are enrolled (and not withdrawn) within a reporting period will result in completion.

- 3.1.19.6 \_\_\_ percent of clients who withdraw from an ELI class are placed in a new ELI class within three (3) months.
- 3.1.19.7 \_\_\_ percent of clients who complete an intake and are determined to be eligible for services are enrolled and participating in an ELI course within thirty (30) days of intake.
- 3.1.19.8 \_\_\_ percent of new arrivals that do not speak English and that are over the age of eighteen (18) are enrolled in ELI courses within one (1) year of arrival.

**3.1.20 Performance Evaluation Methodology**

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

3.1.20.1 The calculation for the sample performance standard is:

Total # of client intakes that resulted in enrollments into lower level ELI courses			
	≥		___%
Total # of client intakes for clients eligible for lower level ELI courses			

3.1.20.2 The calculation for the sample performance standard is:

Total # of lower level ELI courses completed within the reporting period			
	≥		___%
Total # of lower level ELI course for which clients are enrolled within the reporting period			

3.1.20.3 The calculation for the sample performance standard is:

Total # of lower level ELI courses completed by clients within the reporting period that resulted in a LCP			
	≥		___%
Total # of lower level ELI courses completed during the reporting period			

3.1.20.4 The calculation for the sample performance standard detailed in is:

Total # of client intakes that resulted in enrollment into upper level ELI courses			
	≥		___%
Total # of client intakes for clients eligible for upper level ELI courses			

3.1.20.5 The calculation for the sample performance standard detailed in is:

Total # of upper level ELI courses completed within the reporting period	≥	___%
Total # of upper level ELI courses for which clients are enrolled within the reporting period		

3.1.20.6 The calculation for the sample performance standard detailed in is:

Total # of clients who withdraw from an ELI class and are placed in a new ELI class within three (3) months	≥	___%
Total # of clients who withdraw from an ELI class		

3.1.20.7 The calculation for the sample performance standard detailed in is:

Total # of client clients who complete an intake, are determined to be eligible for services, and are enrolled and participating in an ELI class within thirty (30) days of intake	≥	___%
Total # of clients who complete an intake and are determined to be eligible for services		

3.1.20.8 The calculation for the sample performance standard detailed in is:

Total # of arrivals that do not speak English and that are over the age of eighteen (18) residing in Duval County who are enrolled in ELI classes within one (1) year of arrival	≥	___%
Total # of arrivals that do not speak English and that are over the age of eighteen (18) residing in Duval County		

### 3.1.21 Vendor Unique Activities

- 3.1.21.1 Any successful Vendor must be knowledgeable of the refugee/entrant populations to be served in the identified service area.
- 3.1.21.2 The successful Vendor shall ensure that any individual who seeks to apply for contracted services has an opportunity to do so.
- 3.1.21.3 Services funded under the resulting contract(s) must be provided to the maximum extent feasible in a manner that is culturally and linguistically compatible with a refugee/entrant's language and cultural background, and in a manner that includes the use of bilingual/bicultural women on service agency staff to ensure adequate service access by refugee/entrant women.
- 3.1.21.4 **Limited English Proficiency (LEP) Language Requirement.** The successful Vendor shall serve LEP populations in compliance with the requirements of Title VI of the Civil Rights Act of 1964. The successful Vendor shall develop and submit for

approval a comprehensive written policy on language access for LEP persons within sixty (60) days of contract execution.

- 3.1.21.5 The successful Vendor shall perform all other unique activities described in any resulting contract. This shall include, but is not limited to, Health Insurance Portability and Accountability Act (HIPAA), and Safeguards Regarding the Use and Disclosure of Client Data.
- 3.1.21.6 **Vendor Responsibilities.** The successful Vendor is solely and uniquely responsible for the satisfactory performance of the tasks described in this ITN. Submission of a reply signifies acceptance by the successful Vendor that it accepts all LSS requirements, terms and conditions in this ITN. By execution of any resulting contract, the successful Vendor recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance thereof. In addition, the successful Vendor assumes full responsibility for the acts of all subcontractors.
- 3.1.21.7 If at any time the contract is canceled, terminated, or expires, and a contract is subsequently executed with an entity other than the Vendor, the Vendor will have an affirmative obligation to assist in the smooth transition of contract services to the subsequent contractor.

## 3.2 Minimum Financial Specifications

### 3.2.1 Funding Sources

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

### 3.2.2 Allowable Costs

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

### **3.2.3 Funding for Services Only**

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

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

### **4.1 How to Submit a Reply**

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

All replies must be received by LSS by the deadline and at the address given. The Vendor must choose the appropriate means for delivery, and is exclusively responsible for receipt of the reply by the Resettlement Director. Late replies will not be evaluated.

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

Facsimile or electronic transmissions of replies will not be accepted.

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

Vendors shall submit **one (1) original** and **three (2) hard copies** of the Programmatic Reply and **one (1) original** and **one (1) hard copy** of the Financial Reply. The original Programmatic Reply and the Financial Reply submitted to LSS must contain an original signature of an official authorized to bind the Vendor to the reply.

#### **4.1.4 Hard-copy Reply Format**

Replies must be typed, single-spaced, on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text.

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

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

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

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

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

The following are the Mandatory Requirements for this ITN:

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

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

### **4.2.2.2 Mandatory Certifications**

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

### **4.2.2.3 Tie Breaking Certifications**

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

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

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

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

### **4.2.5 TAB 4: SERVICES APPROACH AND SOLUTION (Limited to 20 pages)**

The Vendor shall describe its approach to performing the required tasks and how it will meet all of LSS's detailed requirements. Specifically, the Vendor must explain in detail the methods it will use to develop, implement, and manage an Adult Education program in Duval County that includes all of the services outlined in this ITN. In order to facilitate the reply evaluation process, Vendors should format this reply section in a way that is clearly delineated for each of these service areas. Please ensure that responses to each of the sections below (section A through Q) are clear, thorough and concise.

**A. Service Delivery Model**

LSS requires potential Vendors to thoroughly explain and justify their proposed service delivery model. Explain in detail how the Vendor plans to deliver Adult Education Services. Describe whether the Vendor will directly deliver English Language Instruction (ELI) classes, or whether the Vendor will distribute vouchers to refugees and entrants so that they may receive ELI classes from partner organizations, or whether the Vendor will distribute vouchers for certain ELI classes, while directly providing other ELI classes.

Explain in detail how the Vendor's proposed service delivery model is reasonable, effective, and cost-efficient. Describe other ELI classes already available in the area. Explain where these classes are offered and at what times. Are these classes at convenient times and locations? Are they affordable? Will clients have to wait for the semester to end to enroll in these ELI classes or will they be able to enroll and attend immediately? Considering the ELI classes already available, explain how the Vendor determined whether it would distribute vouchers or directly provide ELI.

Did the Vendor find that refugee-specific ELI classes would be detrimental or advantageous to clients in need of these services? Will one's language-level impact how he or she receives services? For example, will upper-level ELI students receive vouchers while lower-level ELI students attend classes offered directly by the Vendor? Will one's geographical location impact where and how he or she receives services? Are there any other factors the Vendor considered when putting together its proposed service delivery model? Explain and justify in detail the Vendor's reasoning for wishing to utilize its proposed service delivery model.

**B. Service Area**

Describe the geographic area in which the organization is currently operational and the proposed operational area. Does the Vendor have experience providing refugee services, adult education services or other applicable services in the service area? If so, describe each.

Describe where the service site(s) will be located. Explain why the proposed location(s) will best meet the needs of the population.

Identify the hours of operation for service sites. Explain how these hours are convenient for the refugee/entrant population.

**C. Outreach Services**

Describe what types of outreach activities the Vendor will conduct to familiarize potentially eligible clients with available contract services. How often will the Vendor conduct these activities? Describe the geographical areas that the Vendor will focus on during its outreach efforts. Explain how these outreach activities will be delivered in a linguistically-appropriate way.

**D. Intake**

Explain how the Vendor will determine program eligibility based on an individual's immigration status, country of origin, and date of entry into the United States using original immigration documents provided by the client. Describe the proposed intake process as well as the types of information that will be collected during the intake. Explain the process for distributing the Client Release of Information Form.

**E. Initial Assessment**

Describe the process the Vendor will use to initially evaluate each eligible client's English language ability. Describe the standardized assessment instrument(s) that will be administered to clients. Provide copies of those instruments as attachments to the Vendor's reply. Explain in detail how the results from the assessment(s) will allow the Vendor to determine the appropriate ELI class in which to enroll each client.

**F. Enrollment**

Explain how the Vendor will enroll clients in the appropriate ELI class. How will the enrollment process work for ELI classes directly provided by the Vendor? How will the enrollment process work for vouchered ELI classes?

Also, explain the methods the Vendor will use to maintain client enrollment in ELI classes. Explain methods the Vendor will use to increase overall enrollment. Describe feasible ways to motivate clients to remain enrolled in ELI classes even after a client obtains employment. Since LSS funds are limited, does the Vendor have any internal resources at its disposal that could be utilized to incentivize client enrollment and client progression? Please describe those resources.

**G. English Language Instruction (ELI) Courses**

Vendors shall only respond to this section of the ITN if they are planning on directly providing ELI courses.

Describe in detail how the Vendor plans on providing ELI classes to eligible refugees and entrants in the service area. Detail the number of instructors/teachers that will be necessary to provide these classes. What professional qualifications will be required of ELI instructors/teachers? Describe where and when ELI classes will take place. Will evening and weekend classes be offered? Will classes be offered in locations convenient to refugees and entrants residing in Duval County? Has the Vendor considered offering classes in alternative or non-traditional classroom settings such as apartment complexes, places of employment, or local churches? Will the Vendor offer ELI classes in a variety of locations? How will the Vendor provide ELI classes to refugees and entrants who are unable to attend class on a regular basis? Describe any educational materials (books, workbooks, etc.) that will be needed?

Describe how the Vendor will ensure that programmatic data related to ELI courses is reported to LSS in a timely manner each month. Explain what data will be provided in the report. What staff members will be responsible for reporting?

#### H. Vouchers

Vendors shall only respond to this section of the ITN if they are planning on distributing vouchers to clients so that clients may attend ELI classes offered by partner organizations.

Describe the partner organizations that will be providing ELI classes to refugees and entrants in Duval County. Has the Vendor established a working relationship with these organizations? Does the Vendor have MOUs or other agreements set in place? Has the Vendor established a method of payment to ensure that the Vendor is able to reimburse partner organizations in a timely manner?

Describe where and when ELI classes offered by partner organizations will take place. Will evening and weekend classes be available? Will classes be offered in locations convenient to refugees and entrants residing in the service area? Will partner organization(s) offer ELI classes in a variety of locations? Are partner organizations open to providing refugee-specific ELI courses if necessary? Describe any educational materials (books, workbooks) that will be needed?

Describe how the Vendor will ensure that programmatic data related to vouchered ELI courses will be reported to LSS in a timely manner each month. Describe how the Vendor will collect and report on student progress. Explain what data will be provided in reports to LSS. What staff members will be responsible for reporting?

#### I. Post-Test Assessment

Explain how the Vendor will assess the progression of clients at regular intervals utilizing standardized assessment instruments. Describe these standardized assessment instruments in detail and include a copy of each assessment as an attachment to the Vendor's reply. Describe when these post-test assessments will occur. Explain how the Vendor will document the progress of each student. Also, explain how the Vendor will document the attainment of "literary completion points" (LCPs). Explain how the Vendor will use post-test assessment scores in the placement of clients in subsequent ELI courses.

#### J. Supportive Services

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

#### K. Client Case File

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

**L. Termination of Client Services**

Describe the client termination procedures. Explain how the Vendor will determine when a client’s case should be closed out.

**M. Additional Tasks**

Describe any additional tasks that the Vendor proposes to delivery. Detail the necessity for these tasks and explain in detail how they will be delivered.

**N. Clients to be Served**

Describe the target population. Describe how program services will be provided in a manner that is linguistically and culturally compatible with the refugee/entrant population’s languages and cultures.

**O. Deliverables / Service Units**

The service tasks shall be used to establish service units in any resulting contract, taking the Vendor’s proposed numbers into consideration. Deliverables/service units will be further negotiated with the successful Vendor. The reply must include a Service Unit Table (see below), which includes, at a minimum, the type of information included in the sample table. The Vendor is encouraged to propose additional deliverables/service units.

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

Service Unit Table			
Service Units to be Delivered During Contract Period	Estimated Number of Service Units		
	Year 1 (Oct. 1, 2019 to Sept. 30, 2020)	Year 2 (Oct. 1, 2020 to Sept. 30, 2021)	Year 3 (Oct. 1, 2021 to Sept. 30, 2022)
Number of client intakes			
Number of initial assessments administered			
Number of post-test assessments administered			
Number of refugee-specific instruction service hours in ELI courses			
Number of enrollments in ELI courses directly provided by the Vendor			
Number of vouchers distributed to clients receiving ELI from partner organizations			

**P. Performance Measures**

The Vendor is encouraged to propose additional performance measures. All final performance measures will be negotiated with the successful Vendor.

LSS requests that the Vendor propose appropriate percentages for each of the performance measures. The Vendor must justify its reasoning for each of those proposed percentages.

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

- The percent that can be achieved by the Vendor for each performance measure. The Vendor must justify its reasoning for each proposed percentage;
- How the Vendor will monitor service delivery to ensure the required performance measures are met;
- The Vendor's experience tracking performance and adjusting program service delivery to ensure performance standards are met;
- The Vendor's method for collecting and analyzing data to ensure credible documentation of service delivery;
- Historical evidence of the Vendor's ability to meet required performance standards. Prospective Vendors should emphasize previous experience with LSS contracts if possible. If the Vendor does not have past experience with LSS contracts, emphasize a similar experience with other government or comparable organizations. In particular, LSS is interested in evaluating past performance in regards to performance measures related to adult education services and/or refugee services;
- The Vendor's proposed performance measures.

**Q. Management Information System Capability**

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

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

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

- The Vendor shall: describe its organization and governance structure, depicting clear lines of authority including corporate affiliations; describe how the structure represents a lean, efficient and effective administrative model; and describe experience and achievements in developing a governance model designed to avoid conflicts of interest.
- The Vendor must describe any experience in providing similar services as requested in this ITN. The Vendor must show prior experience in ELI from the past three years. The experience should include work done by the individuals who will be assigned to the work described in this ITN, as well as the overall experience of the organization. State whether the Vendor was the prime contractor or a subcontractor and whether it worked in cooperation with a subcontractor. Where applicable, clearly note the Vendor's related experience which included individuals who will be assigned and their role on the past

project. Provide a detailed description of any work to be subcontracted, including information describing the qualifications and relevant experience of any proposed subcontractors.

- Describe the Vendor's history working with refugees and entrants. Describe the Vendor's history providing adult education services. Describe any attributes that make the Vendor capable of providing the proposed services to the target population. Describe the Vendor's history working with multicultural, multilingual client populations. Include information about caseload, breadth of service in the county identified or in a geographical area of comparable size, and success rate in achieving positive outcomes for clients.
- Provide a summary of past audits, reviews, and monitoring results, as well as the Vendor's response to addressing any issues revealed by them. If the Vendor has worked on a LSS contract previously, present any performance reviews or feedback from LSS (positive or negative), focusing especially on the last two (2) years of that contract.
- Provide a copy of the Vendor's verification of Liability Insurance Coverage.
- The Vendor must list all identified subcontracts, or the plan and approach to vet, identify and recruit and retain subcontractors, who will provide proposed services.
- The Vendor must ensure that it operates in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance). The Vendor shall describe how it will ensure compliance with these federal regulations. LSS requests that the Vendor submit the following items as evidence of compliance:
  1. Written Procurement Policies and Procedures;
  2. Written Monitoring Policies and Procedures;
  3. DUNS Number;
  4. Financial Statements;
  5. Suspension and Disbarment Information from the Federal Government's "Federal Awardee Performance and Integrity Information System" (FAPIIS) website. The Vendor shall visit the following website (<https://www.fapiis.gov/fapiis/index.action>), enter its DUNS number, print the results, and include them in the Vendor's reply.
- Provide the requested information below which will demonstrate the Vendor's and subcontractor(s)' ability to successfully complete the work described in this ITN and its appendices, attachments, exhibits and referenced supporting documentation. The Vendor's and any proposed subcontractor(s)' information shall be shown separately.

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

- A. Full, legal name.
- B. Federal Employer Identification Number.
- C. Proof of legal entity and authorization to do business with the State of Florida.
- D. Country and State of incorporation.

- E. Principal place of business.
- F. Description of the Vendor's organization, including number of years in business, subsidiaries, parent corporations, officers; include organization charts and details concerning the number of facilities by geographic location.
- G. Brief description of the Vendor's principal type of business and history and what uniquely qualifies the Vendor for the work described in this ITN.
- H. Statement of whether the Vendor has filed for bankruptcy protection in the past five (5) years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide court and case number.
- I. Identification of any potential or actual conflicts of interest that might arise for the Vendor as a result of contract award to the Vendor, and describe in detail the plan to eliminate or mitigate them. Address both personal and organizational conflicts.

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

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

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

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

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

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

## 4.3.2 TAB A: FINANCIAL INFORMATION

### 4.3.2.1 Financial Management

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

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

- How well does the Vendor demonstrate the financial stability required to fulfill the terms and conditions of the contract?
- Does the Vendor have adequate financial resources for performance of the proposed project, or have the ability to obtain necessary financial resources before beginning performance?
- What is the Vendor's ratio of current assets to liabilities?
- Does the Vendor possess adequate cash or operating capital to meet projected monthly operating expenses pending receipt of first, and subsequent contract payments?
- What is the Vendor's net worth?
- Has the Vendor satisfactorily completed all corrective actions related to finding in previous audits or areas brought to management's attention in management letters?
- Can the Vendor conduct business with LSS without relying on advances, especially if the project is not a new one?
- Has the Vendor had any previous financial difficulties in performing contracts for the State?
- Does the reply provide two (2) years of financial information including any of the applicable statements: (1) Statements of Financial Position; (2) Statements of Activities; (3) Dun and Bradstreet Comprehensive Report; (4) Statements of Cash Flow; (5) Statements of Changes in Financial Position; (6) Auditors' Reports; (7) Notes to Financial Statements; (8) Summaries of Significant Accounting Policies; (9) Federal Income Tax Return; and/or (10) Any other relevant statistical information.

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

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

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

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

#### 4.3.2.4 Local Match (not applicable)

### 4.3.3 TAB B: BUDGET

The Vendor must submit detailed budget information. A Line Item Budget, a Budget Narrative, a Fixed Price Budget Worksheet, and a Cost allocation Plan must all be submitted with the reply to the ITN. Each of these categories is described below. The actual budget documents can also be found at the end of the ITN in **Appendix VII, VIII, IX, X and XI**.

- **Line Item Budget** - This includes a line item budget (as detailed in the "Project Budget Summary and Detail Instructions" and the "Project Budget Summary"). These documents can be found in **Appendix VII and Appendix VIII**. This budget shows proposed total costs for the entire proposed contract period and renewal years with specific breakouts by contract year (September – August) within the entire proposed contract period, as well as the allowable renewal period. Any missing year budgets will be assumed to be a duplicate of the last year submitted. In the Line Item Budget, the Vendor must include only costs identified as allowable (*Allowable Costs*) in accordance with the appropriate federal regulations governing cost principles and audit requirements for federal awards. See C.F.R. Chapters 1 and 2, Part 200, 215, 225, and 230 as applicable. The Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, and A-122 were superseded, 78 FR 78590-01 (Dec. 2013). Also, *Administrative Costs*, including any indirect costs that are administrative in nature, must not exceed ten percent (10%) of the total operating costs of the proposed program budget.

**Budget Narrative** - The Vendor must submit a complete budget narrative to explain each budget item and include all of the information required by **Appendix VII and VIII**. All amounts must match those in the line item budget, and shall be broken out by contract year as with the Line Item Budget. Also, in the budget narrative, describe in detail how the Vendor arrived at its proposed indirect cost rate. Explain the methodology used to arrive at that rate. Justify the reasonableness of the Vendor's proposed indirect cost rate.

- **Fixed Price Budget Worksheet** - Please be detailed and realistic when completing the Fixed Price Budget worksheet. The Fixed Price Budget Worksheet (**Appendix XI**) must be completed according to the attached instructions (**Appendix X**) and its totals must match the amounts from the Line Item Budget. The service components that the Vendor must use as the column headings for the ITN are: (1) ELI Courses; (2) Vouchers; (3) Supportive Services.

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

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

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

## SECTION 5. THE SELECTION METHODOLOGY

LSS intends to award the contract to the responsive Vendor that the Secretary, or his or her designee, determines to be the best value, based on the selection criteria set forth in

### 5.1 Selection Criteria

The following Selection Criteria shall apply for this ITN:

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

LSS may consider any information or evidence which comes to its attention and which reflects upon a Vendor’s capability to fully perform the contract requirements and/or the Vendor’s demonstration of the level of integrity and reliability which LSS determines to be required to assure performance of the contract.

### 5.2 Application of Mandatory Requirements

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

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

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

### 5.3 Evaluation Phase Methodology for Ranking and Shortlisting

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

#### 5.3.1 Scoring by Evaluators

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

Criteria	Relative Value
<ul style="list-style-type: none"> <li>The Vendor’s articulation of its approach to providing the required services and the ability of the approach to meet the requirements of this ITN and provide additional value.</li> </ul>	25%
<ul style="list-style-type: none"> <li>The Vendor’s company structure, subcontractors, and experience and capability to deliver its proposed services including the Vendor track record providing services similar to the one specified in this ITN.</li> </ul>	35%
<ul style="list-style-type: none"> <li>The skills and experience of the Vendor’s leadership team, staff and resources the Vendor will use in implementing its services.</li> </ul>	20%
<ul style="list-style-type: none"> <li>The Vendor’s financial management approach, proposed budget and related financial information.</li> </ul>	20%
<b>TOTAL</b>	<b>100%</b>

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

The Procurement Manager will average the total programmatic point scores by each Evaluator to calculate the points awarded for each section. The Procurement Manager will use total points to rank Vendors from 1 to n.

For example:

Firm	Raw Points Received	Rank
Company A	900	2
Company B	1000	1
Company C	800	3*
Company D	750	5
Company E	800	3*

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

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

### 5.3.3 Report of the Procurement Manager

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

### 5.3.4 Determination of Ranking

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

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

Upon approval and notification of the Vendor selected for negotiations we will move forward with negotiation process.

## **Negotiation Process for Final Selection**

### 5.3.6 Goal of Negotiations

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

### 5.3.7 LSS Retains Discretion

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

### 5.3.8 Other LSS Rights During Negotiations

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

- Schedule additional negotiating sessions with any or all responsive Vendor;
- Require any or all responsive Vendor to provide additional or revised replies and detailed written proposals addressing specified topics;
- Require any or all responsive Vendor to provide a written best and final offer;
- Require any or all responsive Vendor to address services, prices, or conditions offered by any other Vendor;
- Pursue a contract with one or more responsive Vendor for the services encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written proposals or request for best and final offers;
- Pursue the division of contracts between responsive Vendor by type of service or geographic area, or both;

- Arrive at an agreement with any responsive Vendor, finalize principal contract terms with such Vendor and terminate negotiations with any or all other Vendors, regardless of the status of or scheduled negotiations with such other Vendor;
- Decline to conduct further negotiations with any Vendor;
- Reopen negotiations with any Vendor;
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this ITN;

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

#### 5.3.9 Negotiation Meetings Not Open to Public

- Negotiations between LSS and Vendors are not open to the public pursuant to subsection 286.0113(2), Florida Statutes.

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

#### 5.4.1 LSS's Negotiation Team Recommendation

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

#### 5.4.2 Reserved Rights

LSS reserves the right to:

- Select one or more Vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;
- Divide the work among Vendors by type of service or geographic area, or both;
- Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both; and
- Award a contract which includes one or more subcontractors proposed by any other Vendor.

#### 5.4.3 Posting Notice of Award

LSS will post the Notice of Intent to Award Contract, on [www.lssjax.org](http://www.lssjax.org)

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

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

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

PLEASE PRINT OR TYPE REQUESTED INFORMATION

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

**APPENDIX II: CERTIFICATE OF SIGNATURE AUTHORITY**

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

**APPENDIX III: VENDOR'S CERTIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**j. Certification Regarding Prior Contractual Obligations**

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

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

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

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

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

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

**APPENDIX IV: QUESTION SUBMITTAL FORM**

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

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

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

[Add rows as necessary.]

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

[Enter Name and Title of Authorized Representative]

\*Name and Title of Authorized Representative

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

**APPENDIX V: MANDATORY REQUIREMENTS CHECKLIST**

MANDATORY CRITERIA CHECKLIST for: (enter name & reference # of solicitation)		
Print Vendor's Name (Agency):		
Print Name of LSS Reviewer (Procurement Manager):		
Signature of LSS Reviewer:		Date:
Print Name of LSS Witness:		
Signature of LSS Witness:		Date:
1. Was the reply received by the date and time specified in the ITN and at the specified address?		
<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail  Comments:		
2. Does the reply include the following?		
a.	Signed Certificate of Signature Authority, naming the Vendor and its Authorized Representative (see note at bottom of Section A of Appendix II for acceptable alternatives)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> ( NO) = Fail
b.	Master Certification, including the names of Vendor and its Authorized Representative and signature of the Authorized Representative.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
3. Is the "True" box in the Master Certification checked for each of the following?		
(1)	The reply includes a separate Programmatic Reply as required by the solicitation?	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
(2)	The reply includes a separate Financial Reply as required by the solicitation?	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
The reply includes the following required Vendors Statements and Certification Documents:		
a.	Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
b.	Certification of Representations Per Section 9 of PUR 1001	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
c.	Certification of Authority to Do Business in Florida	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
d.	Statement of No Involvement	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
e.	Conflict of Interest Statement (Non-Collusion)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
f.	Certification Regarding Subcontractors and Other Providers	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
g.	Certification Regarding Lobbying	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
h.	Certification Regarding Scrutinized Companies List	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
i.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
j.	Certification Regarding Prior Contractual Obligations	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
k.	Certification of Representations Per Sections 287.133 and 287.134, F.S.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
l.	Certification of a Drug Free Workplace	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail

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

Comments:

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

(YES) = Pass                       (NO) = Fail

Comments:

**APPENDIX VI: SUBCONTRACTOR LIST**

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

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

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

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

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

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

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

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

[Duplicate table as necessary for additional subcontractors.]

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

[Enter Name and Title of Authorized Representative]

\*Name and Title of Authorized Representative

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

## APPENDIX VII – BUDGET SUMMARY AND DETAIL INSTRUCTIONS

The project budget summary should display all costs that will be paid by LSS for the delivery of services resulting from this ITN. Use the Project Budget Summary format and list the appropriate amounts for all line items that will be expended during the budget period. The format displays the suggested line items to be covered for this project; other line items may be added, if necessary. “Miscellaneous” and “Other” are not acceptable line items.

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

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

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

**APPENDIX VIII – PROJECT BUDGET SUMMARY**

		Vendor Name	
		Contract Year (Insert Year) - (Insert Dates)	
Budget Line Item		Line Item Totals	Category Total
<b>Personnel Category</b>			
A.	Personnel	\$ -	
B.	Fringe Benefits	\$ -	
C.	Other Personnel Services (OPS)	\$ -	
D.	Background Checks	\$ -	
		<b>Total Personnel Category:</b>	\$ -
<b>Travel Category</b>			
E.	Staff Travel & Training	\$ -	
F.	Client Transportation	\$ -	
		<b>Total Travel Category:</b>	\$ -
<b>Expense Category</b>			
G.	Office Expenses		
1.	Utilities	\$ -	
2.	Telephone	\$ -	
3.	Postage/Shipping	\$ -	
4.	Copies/Printing	\$ -	
5.	Office Supplies	\$ -	
6.	Janitorial Supplies	\$ -	
7.	Building Maintenance/Repair	\$ -	
8.	Equipment Repair	\$ -	
9.	Security Services	\$ -	
10.	Office Equipment/Furniture	\$ -	
		<b>Total Office Expenses:</b>	\$ -
H.	Rental or Use of Space	\$ -	
I.	Rental Equipment	\$ -	
J.	Insurance	\$ -	
K.	Advertising/Outreach	\$ -	
L.	Membership Fees & Subscriptions	\$ -	
M.	Client Educational and Training Tools	\$ -	
N.	Fixed Price Services	\$ -	
O.	Information Resource Technology	\$ -	
P.	Subcontracted Services	\$ -	
Q.	Subcontracted Client Services	\$ -	
R.	Financial Audit	\$ -	
		<b>Total Expense Category:</b>	\$ -
<b>Direct Costs Category</b>			
S.	Operating Capital Outlay (OCO->\$1,000.00)		\$ -
T.	Indirect Costs	_____ % of Total Direct Costs	\$ -
		<b>Subtotal Direct Costs:</b>	\$ -
		<b>Total Project Budget</b>	\$ -

APPENDIX IX

Sample Format  
 Vendors may add columns and rows as needed.

**REPLIED COST ALLOCATION PLAN**  
 for the  
**2017 CONTRACT YEAR**

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

## APPENDIX X

### **FIXED PRICE BUDGET WORKSHEET INSTRUCTIONS**

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

#### **Clients & Hours**

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

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

**FIXED PRICE BUDGET WORKSHEET – APPENDIX XI**

Budget Line Items	Service Components			Total
	ELI Courses	Vouchers	Supportive Services	
Personnel				
Fringe Benefits				
Other Personnel Services (OPS)				
Background Checks				
Staff Travel & Training				
Client Transportation				
Utilities				
Telephone				
Postage/Shipping				
Copies/Printing				
Office Supplies				
Janitorial Supplies				
Building Maintenance/Repair				
Equipment Repair				
Security Services				
Office Equipment/Furniture				
Rental or Use of Space				
Rental Equipment				
Insurance				
Advertising/Outreach				
Membership Fees & Subscriptions				
Client Education and Training Tools				
Fixed Price Services				
Information Resource Technology				
Subcontracted Services				
Subcontracted Client Services				
Financial Audit				
Operating Capital Outlay (> \$1,000)				
Indirect Costs				
<b>Total Cost for Service</b>				
Approx. # of Clients to Be Served (Unduplicated)				