



State of Florida
Department of Children and Families

Rick Scott
Governor

David E. Wilkins
Secretary

Department's Response to Inquiries #3 - ITN# 10I12GC1

DATE: November 13, 2012
TO: Prospective Respondents of ITN#10I12GC1
FROM: Tarha Sondesky, Procurement Manager
SUBJECT: Department's Responses to Inquiries/Clarification - #3

Pursuant to Section 2.8 of the above referenced ITN, this addendum serves as the Department's official responses to written inquiries submitted in accordance with the time, date, and place specified in Section 2.5.

Question #1:

Will the Department issue an addendum to the ITN containing information about the current organizational structure for housekeeping services at the Hospital including an organizational chart?

Answer #1:

The housekeeping department consists of 33 housekeeping staff and one housekeeping supervisor for a total of 34 staff. 20 staff are assigned to a residential unit and report directly to the Unit Director for that area. The remaining 13 staff are considered "floaters" and report to the housekeeping supervisor. These staff are responsible for the balance of cleaning requirements as identified in Exhibit A and provide relief to housekeeping staff assigned to residential units in the event of unscheduled absences and vacation requests. The housekeeping supervisor reports to the Assistant Hospital Administrator for the Residential Services division. Therefore, the organizational chart is very limited and will not be posted to the ITN.

Question #2:

Will the Department issue an addendum to the ITN containing information about all of the Hospital's current Housekeeping Department employees including: (a) names, (b) position titles, (c) hire dates, (d) current wage rates, (e) available benefits, and (f) whether the employees have been assigned to, or offered an assignment to, a position at the Hospital other than in Housekeeping as of January 1, 2013?

Answer #2:

All but three (3) current Housekeeping staff members either have accepted other hospital jobs, other employment, or intend to retire. The successful Responded will be given additional information after the contract is awarded.

Question #3:

1317 Winewood Boulevard, Tallahassee, Florida 32399-0700

Will the Department issue an addendum to the ITN that provides prospective Respondents with a copy of the current Collective Bargaining Agreement under which Hospital Housekeeping Department staff operate?

Answer:

No.

Question #4:

Will the Department provide a copy of the FY 2010-11 Housekeeping Services budget, with a detailed breakdown of the \$960,165 total referenced in Sections 1.2 and 3.24 of the ITN?

Answer #4:

No, a detailed breakdown will not be provided. For FY 2010-2011, salary and benefits for the 34 housekeeping employees was \$849,698. The cost of equipment and supplies was \$110,467.

Question #5:

Will the Department issue an addendum to the ITN that provides prospective Respondents with the total number of deficiencies per month for Housekeeping Services 2011/2012 as referenced in Section 3.17.1 of the ITN as well as the details regarding the nature of each deficiency?

Answer #5:

Deficiencies are the result of the Standards of Living inspection done by internal staff on a by monthly basis. As each building has different issues this is not possible. Overall rating on our internal inspection report is a minimum of 85% monthly result. A copy of the Quality of Life Comprehensive Tool was given to Respondents at the Solicitation Conference. A copy of the tool will be posted to the Vendor Bid System

Question #6:

Section 3.16.1 of the ITN states that the reduction in the number of deficiencies shall be 10% for each of the first 2 years of the term and 5% for the remaining 3 years of the term. The calculation set forth in Section 3.17.1 of the ITN illustrates a reduction of 10% for the first year of the term and 5% for the remaining 4 years of the term. Please clarify which standard will be used during which time period? In addition, please clarify how performance measure 3.16.1 will be calculated during the first 6 month period of the contract from January 1, 2013 through June 30, 2013, particularly considering that the formula in Section 3.17.1 uses the total number of deficiencies for the 12 month period of constituting the 2011/2012 fiscal year.

Answer #6:

There should be a 10% reduction in deficiencies each year for the remaining 6 months of FY 2012-2013 and the entire FY 2013-2014. Then there should be a 5% reduction in deficiencies for each of the three (3) years following. Deficiency reduction targets for FY 2012-2012 will be calculated using the total number of deficiencies per month for last 6 months of FY 2011-2012. An addendum will be posted to correct and clarify Sections 3.16 and 3.17 of the ITN.

Question #7:

Will the Department issue an addendum providing prospective Respondents with a copy of the customer satisfaction survey referenced in Section 3.17.2 that will be used for performance measure 3.16.2?

Answer #7:

The Quality of Life Inspection Tool was given to Respondents at the Solicitation Conference. A customer satisfaction survey is used twice per year by staff to indicate their general satisfaction in multiple areas of service such as maintenance, security, laundry, housekeeping, grounds, transportation, and motor pool. The customer satisfaction survey will not be provided. However, an addendum will be posted to correct Section 3.17.2. Section 3.17.2 will be corrected to reference the Quality of Life Inspection Tool instead of the customer survey.

Question #8:

With respect to the calculation set forth in Section 3.17.2, how is “customer satisfaction of Housekeeping Services as reflected on completed surveys” measured by the Department? Will the Department provide a metric to determine customer satisfaction in order to perform the calculation of Section 3.17.2?

Answer #8:

As mentioned in Answer #8, Section 3.17.2 will be corrected to reference the Quality of Life Inspection Tool instead of the customer survey.

Question #9:

Will the Department consider an adjustment to the contract price during the renewal period that is tied to the Consumer Price Index so that the price during the renewal period could increase or decrease depending on the Index?

Answer #9:

Renewals must be renewed on the same terms and conditions, including price, as the original contract. Any considerations for the contract document can be discussed during the negotiation phase.

Question #10:

Please confirm that, in accordance with Section 5.1.8 of the ITN, only the costs for the initial 4 1/2 year contract term of January 1, 2013 through June 30, 2017 will be used to calculate points awarded for the Cost Reply and that the cost proposed for any renewal periods will not affect the scoring of the Cost Reply.

Answer #10:

This is correct. Respondents need to base their replies on a 4.5-year contract. The resulting contract from ITN #10I12GC1 is anticipated to start on January 1, 2013 and end on June 30, 2017. An addendum will be posted to correct the ITN and the references to how many years the initial contract will be.

Question #11:

Please confirm how a Respondent should format its Cost Reply. The information in Section 4.2.8 of the ITN appears to conflict with Appendix VI. What is the purpose of Appendix VI? Is Appendix VI the form that the Department intends to use to calculate Cost Reply scores? If so, how is a prospective Vendor to indicate on Appendix VI its price for each year of the initial term and each year of the renewal term?

Answer #11:

Appendix VI is a sample format for Respondents to use. Respondents are not required to use this document, but must be able to break down their costs by line item. Line items and categories may be adjusted to fit the Respondent's need. The purpose of Appendix VI is to display all costs that

will be paid to the Respondent by the Department for delivery of services resulting from this ITN. The "Total Project Budget" should be the Respondent's proposed total contract dollar amount. The Department will score the Respondent's cost reply by using the Respondent's proposed total contract amount and the formula listed in Section 5.1.8 of the ITN.

Question #12:

Will the Department issue an addendum to the ITN that includes a form that prospective Respondents should use to submit their Cost Replies so that the Department will have an apples to apples comparison of Cost Replies for purposes of awarding points as described in Section 5.1.8 and Appendix IX of the ITN?

Answer #12:

No, it is not needed. All cost replies will be scored the same way using overall proposed priced and the formula listed in Section 5.1.8 of the ITN. Respondents may use any cost reply format that fits their needs.

Question #13:

Appendix VI does not appear to be applicable to this type of procurement and could disadvantage prospective for-profit Respondents as compared to non-profit Respondents. Will the Department consider removing Appendices V and VI from this ITN and replacing it with a uniform Cost Reply form as suggested in Question No. 17 above?

Answer #13:

Appendices VI and VII are applicable to all Respondents. The Department will not remove these appendices and will not issue any sort of form. Appendix V contains instructions for all Respondents and should be thoroughly read. Appendix VI is a sample format for a Project Budget Summary. The Project Budget Summary must include a line item breakdown of each component that makes up the price being proposed by the Respondent for each year. If the dollar amount for each contract year is different, then a Budget Summary should be submitted for each contract year.

Question #14:

Appendix VII, the Proposed Cost Allocation Plan, does not appear to be applicable to a for-profit Respondent that is a private entity that provides services to numerous public and private customers throughout the country. Will the Department consider removing Appendix VII from the ITN? If not, please provide instructions regarding how a private, for-profit Respondent is to complete Appendix VII.

Answer #14:

Appendix VII, Proposed Cost Allocation Plan, will not be removed from this ITN. Appendix VII is used to show the percentage of costs being charged to the Department for each line item that is listed in their proposed project budget. In most cases, 100% will probably be charged to the Department but there may be instances where the Department would not be charged 100%. Example: If the Respondent has a staff position that will spend 50% of its time performing services related to the housekeeping contract and 50% of its time on another unrelated project, the Respondent will need to reflect the position's salary percentage on Appendix VII. The Department should only be charged 50% of that position's salary since only 50% of their time is being spent on the contract.

Question #15:

Is there an expectation regarding the salaries, wages or benefits that a Provider would offer to any current employees of the Hospital's Housekeeping Services Department who are transitioned to become employees of the Provider?

Answer #15:

The only expectation is that the Respondent follow all applicable laws regarding salaries, wages, and benefits.

Question #16:

Section 3.8.2 of the ITN would require the Provider to pay for all fees associated with background screening of prospective employees. What is the amount of the background screening fee for each prospective employee? What does the background screening process entail? May a Provider utilize its own background screening processes in accordance with Department policies and applicable law to meet the background screening requirement of the contract arising out of the ITN?

Answer #16:

The cost is approximately \$25.00 for a Level II Background Screening. A Respondent's employees must have a Level II Background Screening through the Florida Department of Law Enforcement (FDLE) as in stated in Section 435.07 of the F.S. and can have none of the issues listed in 435.04, F.S. A Respondent does not have to go through the Hospital to get the screenings completed, but it is usually much easier.

Question #17:

Section 3.6.2 states that the "Respondent shall respond with adequate staffing when changes are needed due to data analysis and performance improvement needs, as determined by the Hospital." Please confirm that this language in the ITN only contemplates changes in staffing that are within the scope of work as described in the ITN.

Answer #17:

The requirement only applies to changes within the scope of work as described in the ITN and if additional staffing is required to reduce deficiencies.

Question #18:

Section 3.8.3.2. of the ITN refers to a bachelor's degree with a major course of study in Housekeeping Services. As we are not aware of an available major in Housekeeping Services, will a bachelor's degree in any course of study be sufficient?

Answer #18:

A degree that includes course study in Environmental Services, OSHA, or Hospitality is acceptable.

Question #19:

With respect to capital equipment the Provider will be required to purchase under the contract, will the Department consider adding language to the contract under which the Department will reimburse Provider for the unamortized portion of the purchase price of the capital equipment in the event of early contract termination?

Answer #19:

No.

Question #20:

Section 3.6.6 of the ITN requires the Provider to warrant that all work performed pursuant to a contract resulting from the ITN will "comply with customary, reasonable and prudent standards of care in accordance with Hospital's policies and procedures." Are there any Hospital policies or procedures that will apply to the Provider awarded a contract arising out of this ITN other than those policies and procedures provided to prospective Respondents at the solicitation conference on October 30, 2012?

Answer #20:

Yes, it is expected that all state, federal and accreditation (e.g. OSHA, AHCA, CMS, Fire Marshall, and CARF) requirements will be met.

Question #21:

Section 3.16.6 discusses an option by the Department of accessing liquidated damages of \$500 per day after sixty (60) days written notice of non-compliance. Liquidated damages of \$500 per day do not appear to be based on any potential actual damages that the Department would suffer and thus may not be enforceable under Florida law. Accordingly, will the Department consider removing any liquidated damages provisions from the contract arising out of the ITN?

Answer #21:

Considerations on the subject of liquidate damages may be discussed during negotiations.

Question #22:

Section 9 of the Standard Contract reserves the right to the Department to require additional insurance. Under what circumstances would the Department require additional insurance? Will the Department consider removing from the contract arising from the ITN this reservation that would allow it to require additional insurance?

Answer #22:

One example is that the Department may require additional insurance such as automobile insurance since the Respondent will not be able to utilize State Vehicles and will have to use their own vehicles if needed. However, the Department typically does not remove language from its Standard Contract. Any considerations for the contract documents can be discussed during the negotiation phase.

Question #23:

Section 4.2.6.1 of the ITN requires documentation of experience in the provision of housekeeping services in public sector facilities. Will the Department also consider the corporate experience of the Respondent in providing housekeeping in private sector facilities?

Answer #23:

Yes, if within Assisted Living Facility (ALF), psychiatric, and/or residential living type settings.

Question #24:

May a Respondent include documentation of the experience of its parent or affiliates to meet the corporate qualification requirements of the ITN?

Answer #24:

Only if the parent or affiliate corporation is going to be directly involved with the day-to-day operations of Housekeeping Services.

Question #25:

If a Respondent is a separately incorporated business unit of a large corporate organization that submits filings with the Securities and Exchange Commission, and the Respondent does not have its own separate financial and compliance audit reports or its own certified financial statements, will the Department accept consolidated financial and compliance audit reports and/or consolidated certified financial statements of a Respondent and its parent and/or affiliates in order for the Respondent to demonstrate financial stability under Section 4.2.7 and Criterion 5 in Appendix IX of the ITN? May the Respondent submit the Form 10K filings of its parent company to demonstrate financial stability under Section 4.2.7 and Criterion 5 in Appendix IX of the ITN?

Answer #25:

Consolidated financial statements are acceptable, but having the parent company as the only entity to demonstrate financial stability is not acceptable.

Question #26:

Will the Department consider including a reciprocal provision in the contract that would impose restrictions on the Provider and the Department/Hospital hiring each other's supervisory employees during the contract term and for a specified period of time following expiration of termination of the contract?

Answer #26:

A respondent may include this provision in their reply, but considerations on what will and will not be included in the contract resulting from this ITN will be discussed during negotiations.

Question #27:

Will the Department consider including language in the contract that, except as may be set forth in the applicable scope of services, would relieve the Provider from any duty to investigate, detect or address any hazardous substances at the Hospital and from responsibility for any conditions that existed at the Hospital or its surrounding premises before the effective date of the contract arising from the ITN, such as environmental impairments and other conditions?

Answer #27:

A respondent may include this provision in their reply, but considerations on what will and will not be included in the contract resulting from this ITN will be discussed during negotiations.

Question #28:

With respect to the purchases made pursuant to the contract arising from the ITN, will the Department consider including in the contract arising from the ITN a provision that would allow the Department to receive the benefit of all local trade discounts and would allow Provider to retain all cash discounts and all other discounts, rebates and allowances otherwise available to Provider under its arrangements with distributors and suppliers?

Answer #28:

No.

Question #29:

Section 4.4.1 of the ITN refers to the provisions of that Section applying in lieu of Section 18 of PUR 1001. Does the Department intend for those provisions to apply in lieu of Section 19 of PUR 1001?

Answer #29:

No.

Question #30:

Will the Department consider amending the indemnification language in Section 9 of the Standard Contract to confirm that the Provider's indemnification obligations are only for claims by third parties for losses that arise from Provider's or its subcontractors' negligent acts or omissions made in connection with the contract?

Answer #30:

The Department typically does not remove language from its Standard Contract. Any considerations for the contract documents can be discussed during the negotiation phase.

Question #31:

Will the Department further consider adding a provision to the contract to exclude from the Provider's indemnification obligation under Section 8 of the Standard Contract suits, actions, costs or damages arising from the sole negligent acts of the Department?

Answer #31:

The Department typically does not remove language from its Standard Contract. Any considerations for the contract documents can be discussed during the negotiation phase.

Question #32:

Will the Department consider including language in the contract that would allow the Provider to recover attorneys' fees and costs if it has to bring a legal action to recover payment owed to the Provider under the contract?

Answer #32:

A Respondent may include this provision in their reply, but considerations on what will and will not be included in the contract resulting from this ITN will be discussed during negotiations.

Question #33:

Will the Department consider including language in the contract that, although Respondent will give priority to all current employees of the Hospital's Housekeeping Services Department in staffing its positions, Respondent shall not be required to retain any employee who does not meet the Respondent's standards or pre-employment qualifications, nor any more employees than required for effective and efficient provision of the Housekeeping Services?

Answer #33:

The Department will not require the Respondent to hire unqualified staff. A Respondent may include this provision in their reply, but considerations on what will and will not be included in the contract resulting from this ITN will be discussed during negotiations.

Question #34:

During the site visit, a monthly average for housekeeping supplies was provided for residential units. Will the Department issue an addendum to the ITN that provides a

monthly average for housekeeping supplies used for the all buildings, not just residential units?

Answer #34:

No. This depends on usage, style of dispenser, and time of year.

Question #35:

How are the current housekeeping mops and rags laundered? Will the Provider have the ability to launder mops and rags on-site? If so, will the Hospital provide a washer and dryer for the Provider's use or will the Provider be responsible for furnishing a washer and dryer to launder mops and rags on-site?

Answer #35:

No, the Hospital will not provide any laundry service or equipment for cleaning mops or rags on site. It is expected that this will be handled entirely by the Respondent.

Question #36:

With the mandatory training requirements provided during the site visit, will the Department please provide exact costs that will be charged to the Provider per employee per year for Training?

Answer #36:

If not otherwise negotiated, the cost will be \$140 per person for MANDT and \$45 per class for all others.

Question #37:

Per section 3.6.10, will the Department please provide the current market rate for the lease of administrative office and warehouse space? We understand that the rental of this space may be the subject negotiations. If so, is the current market rate the maximum rental rate for the lease of administrative office and warehouse space?

Answer #37:

The maximum rental rate for lease of space is \$96.00 per sq.ft.

Question #38:

In Section 4.3.1, should the Cost Proposal be referenced as Section 4.2.8 and the Financial Stability Documentation be referenced as 4.2.7?

Answer #38:

Yes. An addendum will be posted to corrected this.

Question #39:

Will the Department please provide a list of individuals that will be evaluating and scoring the ITN response?

Answer #39:

Yes. A list of the individuals on the Evaluation Team will be posted on the Vendor Bid System along with their resumes.

Question #40:

Will the Department please provide a list of the member of the Negotiation Team for this ITN?

Answer #40:

This information is not yet available.

Question #41:

Section 1.2 states that the "Department is seeking to secure Housekeeping Services for the provision of Housekeeping Services including staff, equipment and cleaning supplies at the Hospital." Please confirm that a prospective Respondent is to include the costs of all disposables (paper products / soap, etc.) in its Cost Reply. Please also confirm that the Hospital's disposable expenses are included in the budgeted figure of \$960,165 for FY 2010-2011.

Answer #41:

Yes, all disposable paper products and housekeeping supplies are part of the budget figure of \$960,165.00 for FY 2010-2011. Respondents will need to include the costs of all disposables in its Cost Reply.

Question #42:

As a company submitting a proposal for contract services to the Florida Department of Children and Families is there a company size requirement needed for placing a bid for contract?

Answer #42:

There is no company size requirement.

Question #43:

Does the bidding process for a contract with the Department require a company with a minimum amount of employees?

Answer #43:

No but the Respondent must be able to fulfill all requirements of any contract that is awarded as a result of this ITN.

Question #44:

What is the required limit of liability to be retained for contract? We are requesting the current limit of liability needed to enter into contract and/or subcontract with your organization. Is re-insurance required or an increase in direct liability coverage with our insurer?

Answer #44:

Please refer to Section 9., Insurance, of the Department's Standard Contract (see Appendix IV of the ITN) for requirements regarding liability insurance.

Question #45:

What portion or/percentage of an entered contract can be subcontracted? Our company offers professional services and also works with external experts in many fields that are subcontracted. Will our company be able to subcontract work to bonded and insured business entities?

Answer #45:

Subcontracting is allowed, but must be approved by the Department. Please refer to Section 3.11 of the ITN document and Section 7 of the Department's Standard Contract (see Appendix IV of the ITN) for information and requirements regarding subcontractors.

Question #46:

What services are currently provided to your facility on a daily, weekly, monthly, bi-monthly, quarterly and annual basis?

Answer #46:

Please refer to Exhibit A, Housekeeping Procedures, of the ITN.

Question #47:

If the Respondent provides their employees security badges/IDs, should the proposal include forecasting this as an expense or is this an internal process DCF will oversee and cost DCF will cover? If so, is this an incurred cost for DCF or billed expense to the contractor?

Answer #47:

Yes, cost will be a billed expense for I.D. and vehicle parking badge at \$15.00 per person to the Respondent.

Question #48:

What is the head count for the hospital including patients and staff?

Answer #48:

Consider 1,000 staff and 600 residents.

Question #49:

Is there a list of acceptable consumables, cleaners and disinfectants?

Answer #49:

Yes, this was distributed at the Solicitation Conference. It will be posted to the Vendor Bid System.

Question #50:

Are deficiency reduction requirements based on the previous year's deficiency rating? Are current deficiency ratings available?

Answer #50:

Yes, FY 2011-2012 deficiency rating was 85% but the number of deficiencies changes depending on the building.

Question #51:

Is the bid hard copy or electronic?

Answer #51:

Please refer to Section 4.3 of the ITN for information regarding reply format.

Question #52:

How many cleaning Staff Employees are servicing this contract now?

Answer #52:

There is no contract in place for Housekeeping Services at Northeast Florida State Hospital. Housekeeping Services are currently performed by Hospital employees. Per Section 3.1 of the ITN, the Hospital's Housekeeping Services Department is composed of 33 staff and one (1) supervisor.

Question #53:

Can the Department provide the square footage of each location included in the bid?

Answer #53:

A document containing square footage was handed out to all Respondents during the Solicitation Conference that was held on October 30, 2012. The Department will post a copy of it on the Vendor Bid System.

Question #54:

Item 4.2.8.4 Cost Reply. Overhead rate calculation and profit margin must be certified by licensed CPA. Profit margin is based on market conditions and individual vendor's goals – must the profit margin be certified?

Answer #54:

The Department will not require profit margin to be certified. The Department will post an addendum to the Vendor Bid System to delete Section 4.2.8.4 of the ITN.

Question #55:

What financial worksheets are required to submit with the proposal?

Answer #55:

Please refer to Section 4.2.7 of the ITN.

Question #56:

The specifications call for the bidding contractor to submit their financial statements along with their bid. Most FL State bids call for each bidder to either submit recent financial statements OR the financial requirement may be satisfied by the firm's surety submitting a certification regarding the company's bonding capability. Other than financial statements, what other proof of financial stability will the State of Florida accept?

Answer #56:

Copies of Respondents' independent financial and compliance audit reports and/or certified financial statements for the three most recent fiscal years. The copies should include all applicable financial statements, auditor's reports, management letters, and any corresponding re-issued audit components. If the Respondent does not have audit reports for the three most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's report should be submitted. A newly created entity should submit the requested financial reports from each of the founding collaborative partners.

Questions #57:

What is the minimum requirement of assets a company must hold to enter into contract with your organization? Should tax returns be submitted by the parent company or presented by [*insert respondent company name*] as a subsidiary?

Answer #57:

The Department does not require a minimum amount of assets but the Department will be looking at the Respondent's ability to make payroll for the first 90 days of the contract that will be awarded from this ITN.