April 11, 2018

Subject: DJJ Solicitation Number RFP 10579

Request for Proposals (RFP): The Department of Juvenile Justice (Department or DJJ) is seeking a Respondent to conduct on-site monitoring visits and provide technical assistance to the Department concerning the Juvenile Justice Delinquency Prevention (JJDP) Act and compliance-related issues to include onsite visits of facilities that have authority to securely detain juveniles; data verification; review of monitoring forms and tools; updating policy and procedure manuals; providing annual compliance reports, annual colocation reports, violation reports; and manual workshop agenda.

The primary goal of the resulting Contract is to implement a compliance monitoring strategy to be in line with the first three core requirements of the JJDP Act: Deinstitutionalization of Status Offenders (DSO); Separation of Youth from Adults, and Jail Removal. The Department refers to facilities that have authority to securely detain juveniles as being within the Monitoring Universe. This Monitoring Universe includes, but is not limited to: adult jails, adult lockups, detention centers, residential facilities, etc.

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

PUR 1000[1]	Genera	I Cont	ract Co	nditions -	Incorp	orate	d by Ref	erence ¹
PUR 1001[1]	Genera	l Instru	uctions	to Respo	ndents	- Inco	orporated	d by Reference ¹
A	\sim					_		1977

Attachment A General Instructions to Respondents - Special Conditions

Attachment B General Instructions for the Preparation and Submission of Proposals

Attachment C Certification of Experience (Mandatory)

Attachment D Evaluation Criteria

Attachment E Client Contact List (Mandatory)

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

Plan²

Attachment G Sample Contract²

Attachment H Budget January 2018² (Mandatory)

Attachment I Tie Breaking Certifications³
Attachment J Price Sheet (Mandatory)

Attachment K Drug-Free Workplace Certification²

Attachment L Reserved

Attachment M Notice of Intent to Attend Solicitation Conference Form³

Attachment N Notice of Intent to Submit a Proposal/Bid³
Attachment O Cross Reference Table (Mandatory)
Attachment P Evaluation Questions/Considerations

Attachment Q State Advisory Group (SAG) Executive Summary

Attachment I Services to be Sought

Exhibit 1 Florida Minority Business Enterprise (MBE) Utilization Report²

Exhibit 2 Implementation Plan

Exhibit 3 Florida JJDPA Monitoring Universe³

¹Available at:

http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

Respondents shall comply fully with the instructions on how to respond to the RFP. Respondents shall label proposals as "DJJ SOLICITATION NUMBER 10579" using the label form included in this RFP on the envelope(s) containing the proposal. The purpose of labeling the envelope is to put the Department's mailroom on notice that the package is a proposal in response to a DJJ solicitation and should not be

²Available at: http://www.djj.state.fl.us/providers/contracts/index.html

³ Document uploaded as a separate document for the RFP and posted on the Vendor Bid System.

opened except by the Department's Procurement & Contract Administration Bureau at the specified date and time.

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

Respondents with current Department contracts must provide a detailed plan outlining how those services will be evaluated and monitored.

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

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

In addition to other criteria set forth in this solicitation document, any Respondent, and any and all subsidiaries of the Respondent, that have had a contract terminated by the Department for cause is subject to the follow provisions below: The twelve (12) month period shall begin with the effective date of termination for cause, as delineated in the termination letter from the Department.

- a) If terminated for cause in the last twelve (12) month period preceding the Date Written Proposals Are Due and Opened for this solicitation, the Respondent shall be ruled disqualified and therefore ineligible to submit a bid, proposal or response to the solicitation.
- b) If terminated for cause in the last twelve (12) month period preceding the Anticipated Date of Contract Award resulting from this solicitation, the Respondent shall be ruled disqualified and therefore ineligible to receive a contract award.
- c) The above applies regardless of the business structure (for profit/not for profit) or the dates the corporations were created.

Per section 985.632, F.S., the Department is required to evaluate its' programs annually to ensure program services are performed according to the minimum standards established in the Contract. If a current DJJ Provider fails to provide the contracted services according to the minimum standards established in the Contract, and the Department cancel's or terminates the Contract for this failure, the Respondent's bid, proposal or reply to a solicitation for the canceled service will be ruled disqualified. The Department is unable to contract with the Respondent for the canceled service for a period of twelve (12) months from the date of Contract termination. The Department will also rule a previous DJJ Provider ineligible to submit a bid, proposal or reply to a solicitation if the twelve (12) month period has not ended.

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

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

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

Sincerely,

Terence Blakely, Procurement Manager Bureau of Procurement and Contract Administration Florida Department of Juvenile Justice The Knight Building, Suite 1100 2737 Centerview Drive Tallahassee, Florida 32399-3100 Telephone: (850) 717-2617

Fax: (850) 414-1625

E-Mail Address: Terence.Blakely@djj.state.fl.us,

ATTACHMENT A GENERAL INSTRUCTIONS TO RESPONDENTS – SPECIAL CONDITIONS

CONTENTS

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

1. **DEFINITIONS**

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

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

2. GENERAL INSTRUCTIONS

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

3. SUBMISSION OF PROPOSALS

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

4. TERMS AND CONDITIONS

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

- (a) Technical Specifications
- (b) Special Conditions
- (c) Instructions to Respondents (Attachment A)
- (d) Instructions to Respondents (PUR 1001[1])
- (e) General Conditions (PUR 1000[1])
- (f) Introductory Materials

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

5. QUESTIONS

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

6. CONFLICT OF INTEREST

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

7. CONVICTED VENDORS

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

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

8. DISCRIMINATORY VENDORS

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes, may not:

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

9. SCRUTINIZED COMPANIES LIST

In submitting a bid or proposal, the Respondent certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or engaged in business operations in Cuba or Syria. Pursuant to paragraph 287.135(3)(b), Florida Statutes, the Provider agrees the Department may immediately terminate the resulting Contract for cause if the Provider is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

10. RESPONDENT'S REPRESENTATION AND AUTHORIZATION

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

- (a) The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- (b) To the best of the knowledge of the person signing the proposal, the Respondent, its affiliates, subsidiaries, directors, managers, and employees have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any public contract.

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

11. PERFORMANCE QUALIFICATIONS

The Department reserves the right to investigate or inspect at any time whether the services, qualifications, or facilities offered by a Respondent meet the anticipated Contract requirements. The Respondent shall at all times during the resulting Contract term remain responsive and responsible. The Respondent must be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Respondent for the delivery of services. If the Department determines that the conditions of the solicitation documents are not complied with, or that the services proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may reject the proposal. The Respondent may be disqualified from receiving

awards if the Respondent, or anyone in the Respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Department to make an investigation either before or after award of the resulting Contract, but should the Department elect to do so, the Respondent is not relieved from fulfilling all resulting Contract requirements.

12. PUBLIC OPENING

Proposals shall be opened on or about the date and at the location indicated in Attachment B. Respondents may, but are not required to, attend. The Department may choose not to announce prices or release other materials pursuant to subsection 119.07(6), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Manager at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Department by using the Florida Relay Service at (800) 955-8771 (TDD).

13. METHODOLOGY FOR AGENCY DECISION

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

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

- (a) Technical Proposal Cumulative Score
- (b) Reference checks are submitted, completed and correct per the instructions listed in the RFP Yes/No (Attachment E)
- (c) Relevant Experience and/or In Good Standing with Current/Recent DJJ Contract attachment is completed and verified Yes/No (Attachment C)
- (d) Proposed Cost/Price (Attachment J)

14. ELECTRONIC POSTING OF NOTICE OF AGENCY DECISION

On or about the date indicated in Attachment B, the Department shall electronically post a notice of intended award at http://myflorida.com/apps/vbs/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Department shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within 72 hours after the electronic posting. The Department shall not provide tabulations or notices of award by telephone.

15. FIRM RESPONSE

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

16. CLARIFICATIONS / REVISIONS

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

17. MINOR IRREGULARITIES / RIGHT TO REJECT

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

18. CONTRACT FORMATION

The Department shall issue a notice of award, if any, to the successful Respondent(s) by posting on the Vendor Bid System; however, no Contract shall be formed between the Respondent and the Department until the Department signs the Contract. The Department shall not be liable for any costs incurred by a Respondent in preparing or producing its proposal or for any work performed before the Contract is effective.

19. CONTRACT OVERLAP

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

20. PUBLIC RECORDS

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

21. CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL

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

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

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

22. PROTESTS

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

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

23. CAPTIONS AND NUMBERING

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

24. CONTACT DURING SOLICITATION

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

25. SPECIAL CONDITIONS

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

26. COOPERATION WITH INSPECTOR GENERAL

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

ATTACHMENT B GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

I. **SOLICITATION NUMBER** RFP #10579

II. SOLICITATION TYPE Request for Proposal: The Department is seeking a Respondent

to provide statewide monitoring and technical assistance for the Juvenile Justice Delinquency Prevention Act (JJDPA) and compliance-related issues to include the on-site visits of facilities that have authority to securely detain juveniles; data verification; review of monitoring forms and tools; updating policy and procedure manuals; providing annual compliance reports, annual colocation reports, youth identification reports; and manual workshop agenda.

III. PROCUREMENT OFFICE

Terence Blakely, Procurement Manager

Bureau of Procurement and Contract Administration

Florida Department of Juvenile Justice

The Knight Building, Suite 1102

2737 Centerview Drive

Tallahassee, Florida 32399-3100 Telephone: (850) 717-2617

Fax: (850) 414-1625

E-Mail Address: Terence.Blakely@djj.state.fl.us

IV. GENERAL INFORMATION

A. <u>Calendar of Events</u>

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

DATE	TIME	ACTION	WHERE
Wednesday, April 11, 2018	C.O.B.	Release of solicitation	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www.main_menu
Tuesday, April 17, 2018	C.O.B.	Deadline for Submission of Intent to Attend Solicitation Conference Form (Attachment M)	Send to Terence.Blakely@djj.state.fl.us,
Tuesday, April 17, 2018	C.O.B.	Solicitation Conference Question Deadline – Last date and time written questions will be accepted for discussion at Solicitation Conference	Send to Terence.Blakely@djj.state.fl.us,
Tuesday,	10:00	Solicitation	Bureau of Procurement and Contract Administration

April 24, 2018	AM EDT	Conference/Conference Call (This is a Public Meeting to be held only upon public interest)	Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter code 4892626106# when directed. The Agenda can be found on MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www.main_menu under the solicitation #.
Thursday, April 26, 2018	C.O.B.	Final date and time deadline written questions will be accepted Deadline for Submission of Intent to Submit a Proposal / Bid (Attachment N)	Send to Terence.Blakely@djj.state.fl.us,
Tuesday, May 15, 2018	C.O.B.	Anticipated date that answers to written questions will be posted on the web site	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www.main_menu
Thursday May 24, 2018	1:00 PM EDT	Technical Assistance Conference Call	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter code 4892626106# when directed
Friday, June 1, 2018	2:00 PM EDT	Proposals due and opened	Attention: Terence Blakely Department of Juvenile Justice Bureau of Procurement and Contract Administration 2737 Centerview Drive, Suite 1100 Tallahassee, FL 32399-3100
Tuesday, June 12, 2018	10:00 AM EDT	Evaluation Team Briefing Conference Call (This meeting is open for public attendance)	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter code 4892626106# when directed A recording of the Conference Call will be available at: http://www.djj.state.fl.us/partners/contracting/conference-calls within forty-eight (48) hours of the Briefing being concluded.

Friday, June 29, 2018	10:00 AM EDT	Evaluation Team Debriefing Conference Call (This meeting is open for public attendance)	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter code 4892626106# when directed A recording of the Conference Call will be available at: http://www.djj.state.fl.us/partners/contracting/conference-calls within forty-eight (48) hours of the Debriefing being concluded.
Thursday, July 19, 2018	C.O.B.	Anticipated date of posting of Notice of Agency Decision	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www.main_menu
Saturday, September 1, 2018		Anticipated Contract start date	

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

Proposals must be received <u>NO LATER</u> than the date and time specified in the Calendar of Events (Attachment B, Section IV.A.), and submitted to the Department of Juvenile Justice (Department or DJJ) at the address identified in Section III.

<u>Caution:</u> A proposal received at the designated office after the exact time specified will not be considered, as specified by Attachment A.

C. There is no site visit requirement for this solicitation The Department reserves the right to modify non-material terms of the RFP prior to execution of the Contract resulting from this RFP, when such modification is determined to be in the best interest of the State of Florida.

D. Solicitation Conference

The Department may conduct a solicitation conference on the date and at the time specified in the Calendar of Events. The purpose of the conference is to discuss the contents of the solicitation and Respondents' questions and clarify areas of misunderstanding or ambiguity.

If no interest in the solicitation conference is indicated by Respondents, the Department has the option of cancelling the conference by placing a notice of cancellation of the conference on the MyFlorida.com website at http://www.myflorida.com/apps/vbs/vbs_www.main_menu under the solicitation number. If the conference is cancelled, questions and answers will be posted in the form of an addendum on or before the date specified in the Calendar of Events. Respondents interested in the Solicitation Conference shall take note of the following:

- Notice of "Intent to Attend Solicitation Conference": Respondents interested in participating in the solicitation conference are encouraged to submit a notice of "Intent to Attend Solicitation Conference" (Attachment M to this RFP) by the date and time specified in the Calendar of Events to the Procurement Manager by fax or e-mail. This is not a mandatory requirement.
- Questions for Solicitation Conference: Questions for verbal discussion at the solicitation conference shall be submitted in writing and sent to the Procurement Manager at: Terence.Blakely@djj.state.fl.us, or by mail or facsimile, and shall be received by the date specified for Solicitation Conference Questions in the Calendar of Events (Attachment B, Section IV.A.). The intent of this deadline is to provide the Department sufficient time to prepare answers for discussion at the conference.
- Agenda: An Agenda with questions submitted to date by Respondents will be posted on the MyFlorida.com website at

- http://www.myflorida.com/apps/vbs/vbs_www.main_menu under the solicitation number no less than 24 hours (1 business day) prior to the meeting time.
- 4. <u>Conference Call</u>: At the scheduled time of the conference call, Respondents shall contact the Bureau of Procurement and Contract Administration at the number listed in the Calendar of Events.
- 5. <u>Final Questions/Inquiries</u>: Final questions after the solicitation conference, or any other inquiries regarding the solicitation, shall be submitted in writing and sent to the Procurement Manager at Terence.Blakely@djj.state.fl.us, or by mail or facsimile, and shall be received by the date specified for Final Deadline for Questions in the Calendar of Events (Attachment B, Section IV.A.). The Department will not accept questions on this solicitation after close of business on the date specified in the Calendar of Events. The Respondent is responsible for ensuring that the Procurement Manager receives the inquiry.
- 6. Non-Binding Communication: The Department will accept verbal questions during the Solicitation Conference and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; however, the Department will issue written answers ONLY to questions subsequently submitted in writing as indicated in Attachment B, VII. Any information communicated through oral communication shall not be binding on the Department and shall not be relied upon by any Respondent. Questions shall be submitted in writing in accordance with the deadline for questions in the Calendar of Events.
- 7. <u>Department's Official Answer to Questions:</u> The Department's official response to all written questions will be posted at http://www.myflorida.com/apps/vbs/vbs_www.main_menu as an addendum to this solicitation on or about the date specified in the Calendar of Events.
- E. <u>Technical Assistance (TA) Conference Call</u>

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

- F. Evaluator Briefing Session
 - The Department will hold an Evaluator Briefing Session at the date and time specified in the Calendar of Events. The purpose of the Evaluator Briefing Session is to ensure that evaluators fully understand the solicitation requirements and the evaluation and scoring process. This meeting is open for public attendance. A recording of the call will be available on the Department's website (http://www.dij.state.fl.us/Providers/contracts/conference-calls/index.html) within 48 hours of the date listed on the Calendar of Events.
- G. <u>Evaluator Debriefing Session</u>
 - The Department will hold an Evaluator Debriefing Session at the date and time specified in the Calendar of Events. The purpose of the Debriefing Session is to allow evaluators an opportunity to discuss the merits of the proposals, including strengths and weaknesses, and identify and review any information that may have been overlooked during independent review. No scores will be discussed or recorded during the debriefing. A recording of the call will be available on the Department's website (http://www.dij.state.fl.us/Providers/contracts/conference-calls/index.html) within 48 hours of the date listed on the Calendar of Events.
- H. On or about the date specified in the Calendar of Events (Attachment B, Section IV.A.), the Department's Notice of Agency Decision will be posted on the "MyFlorida" website

http://www.myflorida.com/apps/vbs/vbs_www.main_menu. Click on "Search Advertisements," and use the drop down list under Advertisement Type and select Agency Decision, then, under Agency, select the Department of Juvenile Justice. Click "Initiate Search," select the RFP and double click on the RFP number. Call the Department's Procurement Manager at the telephone number listed in Attachment B, Section III., with any questions regarding accessing the website.

I. At every meeting subject to the Sunshine Law which relates to this procurement, the public shall be given reasonable opportunity to be heard.

V. MANDATORY REQUIREMENTS

The following requirements must be met by the Respondent to be considered responsive to this RFP. Although there are other criteria set forth in this RFP, these are the only requirements deemed by the Department to be mandatory. Failure to meet these requirements may result in a proposal not being evaluated and rejected as non-responsive.

- A. It is **MANDATORY** that the Respondent submits its proposal within the time frame specified in the Calendar of Events (Attachment B, Section IV.A.)
- B. It is **MANDATORY** that the Respondent prepares and submits a fully completed, originally signed Transmittal Letter that contains all of the information required by Attachment B, Section XX. A.
- C. It is MANDATORY that any Respondent that has not previously provided same or similar services for the Department within the previous two years, sign and submit under Volume 1, Tab 2, submit the Attachment C, Certification of Experience. The Respondent must demonstrate two years of experience within the last five years relevant to the provision of providing technical assistance services and monitoring compliance related to juvenile justice programs.
- D. It is **MANDATORY** that the Respondent submit Attachment E (Client Contact List) with a minimum of three (3) contacts. This list is a part of the technical proposal, and is required in order for the proposal to be considered complete.
 - The Attachment E must be completed and submitted with at least three previous or current clients for whom the Respondent has provided technical assistance services and monitoring compliance related to juvenile justice programs. Clients are expected to be businesses or other organizations and cannot be parents/guardians, students, or minors.
 - 2. The Department reserves the right to contact any and all references in the course of this solicitation and make a fitness determination, not subject to review or challenge.
 - 3. The Department shall not be listed as a reference. If the Respondent has only provided these same or similar services to the Department, the Respondent is to include an attestation statement from the individual with authority to bind the Respondent in place of the Attachment E.
 - 4. Hardcopies submitted within the technical proposal or copies submitted electronically on the CD-ROM with the proposal to the Procurement Manager are acceptable.
- E. It is MANDATORY that the Respondent submits a completed and signed Attachment H (Budget January 2018).
- F. It is **MANDATORY** that the Respondent shall provide a price for the services by returning a completed and signed copy of the Department's **Attachment J (Price Sheet.)** The price must include all services, material and labor necessary to complete the Services to be Sought as outlined in Attachment #I and described in this RFP and the Respondent's proposal. This price shall be expressed as two decimal number prices.
- G. It is MANDATORY that the Respondent submits a completed Attachment O.

VI. SOLICITATION INFORMATION

- A. The term "Provider" refers to:
 - 1. "Provider" is defined to also include: any and all subsidiaries of the prospective Provider where the prospective Provider owns 80% or more of the common stock

of the subsidiary; the parent corporation of the prospective Provider where the parent owns 80% or more of the common stock of the prospective Provider; and any and all subsidiaries of the parent corporation of the prospective Provider where the parent owns 80% of the common stock of the prospective Provider and the parent's subsidiaries.

- For all other purposes, the definition shall be as specified in Attachment A, 1.
- B. For the purposes of the Dun & Bradstreet SQR (if applicable): the proposing entity ("Provider") named in the Transmittal Letter and the DUNS number listed there must match the company name and DUNS number listed on the D & B SQR.
- C. Respondents submitting a hard copy proposal shall submit the following:
 - 1. An original (which shall be identified as "Original" on the cover, and shall bear an original signature(s) on the Respondent's Transmittal Letter) and six (6) copies of the Respondent's Volume 1 proposal; AND
 - 2. An original (which shall also be identified as "Original" on the cover and shall bear an original signature(s) on Attachment J Price Sheet) and six (6) copies of the Respondent's Volume 2 proposal; AND
 - 3. A CD-ROM that contains the complete proposal (Volumes 1 and 2) saved in Microsoft Word, Excel, and/or PowerPoint. It is the intention of the Department to use the CD-ROM for purposes of electronic storage of the submission, and therefore it must contain the complete proposal, with the exception of original signatures.
 - 4. Use of legible reproductions of signed originals is authorized for all copies of the proposal unless specifically noted.
 - 5. See instructions for proposal preparation in Attachment B, Section XX and submittal information in Attachment B, Section III.
 - 6. Evaluation and review of the proposal will be based solely on information and documents submitted in the copies of Volumes 1 and 2, unless otherwise indicated in the RFP.
 - 7. All dates in this procurement, and other RFP requirements, are subject to change. Modifications of the schedule or changes to the RFP shall be provided through addendum or informational notice, and posted on the website identified above. Prospective Respondent's are responsible for checking the website for any changes.
- D. Electronic submissions by Respondents will be accepted submitting CD-ROMs to the Procurement Manager. Respondents submitting electronically shall submit the following:
 - 1. Scanned copies of all documents that require original signatures.
 - The Respondent's complete proposal (Volumes 1 and 2) saved in Microsoft Word, Excel, and/or PowerPoint. It is the intention of the Department to use the CD-ROMs for purposes of electronic storage of the submission, and therefore, it must contain the complete proposal.
 - 3. See instructions for proposal preparation in Attachment B, Section XX and submittal information in Attachment B, Section III.
 - 4. Evaluation and review of the proposal will be based solely on information and documents submitted in the copies of Volumes 1 and 2, unless otherwise indicated in the RFP.
 - 5. All dates in this procurement, and other RFP requirements, are subject to change. Modifications of the schedule or changes to the RFP shall be provided through addendum of informational notice, and posted on the website identified above. Prospective Respondent's are responsible for checking the website for any changes.

VII. RESPONDENT'S QUESTIONS

<u>INFORMATION WILL NOT BE AVAILABLE ORALLY</u>. All inquiries shall be in writing and be sent to the Procurement Manager at <u>Terence.blakely@djj.state.fl.us</u>, or by mail or by facsimile (850-414-1625) and shall be received by the date specified in the Calendar of Events (Section IV.A.). The Respondent is responsible for ensuring that the Procurement Manager received the

inquiry. The Department will not take any further questions on this RFP after close of business that day. The Department's responses to questions will be posted at http://www.myflorida.com/apps/vbs/vbs_www.main_menu as an addendum to this RFP on or about the date specified in the Calendar of Events (Section IV.A.). Any information communicated through oral communication shall not be binding on the Department and shall not be relied upon by any Respondent. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or Manager of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a proposal.

VIII. NUMBER OF AWARDS

The Department anticipates one award as a result of this solicitation. The award shall be made to responsive and responsible Respondents.

IX. FAILURE TO EXECUTE CONTRACT

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

X. VENDOR REGISTRATION

Prior to entering into a Contract with the Department, the selected Respondent(s) must be registered with the Florida Department of Management Services (DMS) Vendor Registration System. To access online registration, log on to www.myflorida.com, and click on the 'MyFloridaMarketPlace' link under 'Hot Topics.' Once on the 'MyFloridaMarketPlace' website, click on the 'Vendors' link to begin registration. In order to register, you will need the following information:

- A. Company name
- B. Tax ID type and number Social Security Number (SSN) or Federal Employer Identification Number (FEIN)
- C. Tax filing information, including the business name on the 1099 or other tax form (where applicable)
- D. Location information:
 - A business name for each company location (if different from the company name)
 - 2. A complete address for each location (including details for sending purchase orders, payments, and bills to each location)
 - 3. A contact person for each of the locations
- E. Commodity codes that describe the products and/or services the company provides
- F. CMBE (Certified Minority Business Enterprises) information, if applicable
- G. State-issued sequence number available from DMS by faxing a request on company letterhead to 850-414-8331.

XI. CONTRACT PERIOD AND RENEWAL

The resulting Contract is expected to begin on **September 1, 2018,** and shall end at **11:59 p.m.** on **August 31, 2023**. The Department may renew this Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original contract, or five years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, the Provider's compliance with all of the Department's policies and procedures, subject to the availability of funds and other factors deemed relevant by the Department. Any costs incurred by the Provider for the renewal of this contract shall not be charged to the Department.

XII. TYPE OF CONTRACT CONTEMPLATED

A fixed price contract is anticipated from this solicitation. A copy of a sample contract containing all required terms and conditions can be found at http://www.djj.state.fl.us/providers/contracts/index.html. A copy of a sample contract containing all required terms and conditions is included as Attachment G.

XIII. DESIGNATION OF CONTRACT UNDER THE FLORIDA SINGLE AUDIT ACT

- A. All contracts with the Department are classified as either Recipient/Sub-Recipient, FSAA Exempt, or Vendor contracts. It is the Department's determination that this Contract is a **Vendor** Contract, pursuant to Section 215.97, Florida Statutes.
- B. Statutory and rule requirements for the Provider for these types of contracts are specified in Attachment G, Section VI. FINANCIAL AND TRANSACTIONS AUDIT REQUIREMENTS.

XIV. TOTAL MAXIMUM CONTRACT DOLLAR AMOUNT

Total Maximum Annual Contract(s) Dollar Amount	\$190,000.00
--	--------------

THE MAXIMUM CONTRACT DOLLAR AMOUNT WILL BE THE ANNUAL MAXIMUM CONTRACT DOLLAR AMOUNT MULTIPLIED BY THE NUMBER OF YEARS IN THE INITIAL TERM OF THE CONTRACT.

IT IS A MANDATORY REQUIREMENT THAT THE ANNUAL MAXIMUM CONTRACT DOLLAR AMOUNT PROPOSED ON ATTACHMENT J IS AT OR BELOW THE MAXIMUM ANNUAL CONTRACT DOLLAR AMOUNT STATED IN THE RFP. SEE ATTACHMENT B, SECTION V.

XV. FINANCIAL CONSEQUENCES

- A. Financial consequences shall be assessed for Contract non-compliance or non-performance in accordance with the FDJJ Policy 2000 (Revised 02/08/18) for the following:
 - a. failure to submit a Corrective Action Plan (CAP) within specified time frame(s);
 - b. failure to implement the CAP within the specified time frame(s); and/or
 - c. upon further failure to make acceptable progress in correcting deficiencies as outlined in the CAP within specified time frame(s).
- B. The Respondent expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.
 - Total monthly value of contract X 1.0% = Financial Consequence Imposition of consequences shall be per deficiency per day.
- C. Upon the Department's decision to impose financial consequences, written notification will be sent to the Respondent. Notification will outline the deficiency(ies) for which financial consequences are being imposed, the conditions (including time frames) that must be in place to satisfy the deficiency(ies) and/or the Department's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice. The Department's Contract Manager shall deduct the amount of financial consequences imposed from the Respondent's next monthly invoice as specified in the written notification.

D. If the Provider has a grievance concerning the imposition of financial consequences for noncompliance, the Provider shall follow the dispute process outlined in this Contract, describing any extenuating circumstances that prevented them from correcting the deficiency(ies).

XVI. OPTIONS

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

Option for Changes in Contract Services

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

XVII. SUBCONTRACTING

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

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

XVIII. FAITH-BASED NON-DISCRIMINATION CLAUSE

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

XIX. ELABORATE PROPOSALS

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

XX. GENERAL INSTRUCTIONS FOR PREPARATION OF THE PROPOSAL

The instructions for this RFP have been designed to help ensure that all proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS MAY NOT BE REVIEWED OR EVALUATED. All proposals must detail the services that will be delivered, the expected results and the recommended performance measures and contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled, (Example: "Tab 1, Transmittal Letter"), so that each evaluator can easily turn to "Tabbed" sections during the evaluation process. Failure to have all copies properly "tabbed" makes it much more difficult for the Department to evaluate the proposal. Failure of the Respondent to provide any of the information required in the hard copy of either Volume 1 (the Technical Proposal) and Volume 2 (the Financial Proposal) portions of the RFP proposal shall result in no points being awarded for that element of the evaluation/review.

The proposal shall consist of the following parts:

A. Transmittal Letter – Volume 1, Tab 1

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

- 1. Submitted on the Respondent's letterhead.
- 2. Signed by an individual who has the authority to bind the Respondent.

- 3. Contain the Respondent's official name (the company name), address, telephone number, and email address.
- 4. Contain the name and title of the Respondent official who will sign any contract (this individual shall have the authority to bind the Respondent and shall be available to be contacted by telephone, email or attend meetings, as may be appropriate regarding the solicitation).
- 5. Contain the Respondent's Federal Employee Identification Number (including the State of Florida Vendor Sequence Number, if available). If not available, please make that statement, and the Department will collect the information prior to Contract award.
- 6. Contain the Respondent's DUNS Number, if applicable. If not applicable, please make that statement.
- 7. If the proposing entity is a "DBA" or "Doing Business As", the Respondent shall state the reason for it.
- 8. The transmittal letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that the (insert Respondent's name) agrees to all terms and conditions contained in the Request for Proposal for which this proposal is submitted."
- 9. The transmittal letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that (insert Respondent's name) has met all conditions and requirements of Attachment A, including that neither it nor its principals are presently debarred, suspended, or proposed for debarment, or have been declared ineligible or voluntarily excluded from participation in this Procurement/contract by any federal department or agency." If the Respondent is unable to certify to any part of this statement, such Respondent shall include an explanation in the transmittal letter.
- 10. The transmittal letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that neither (insert Respondent's name) nor anyone acting on its behalf have contacted anyone, between the release of the solicitation and due date of this solicitation, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents."
- 11. The transmittal letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that (insert Respondent's name) is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria (pursuant to Florida Statutes 215.472, 215.4725, 215.473, and 287.135)".
- 12. The statement "On behalf of (insert Respondent's name), this letter certifies that neither (insert Respondent's name) nor anyone acting on its behalf is a State Advisory Group (SAG) member, nor is a relative of or employed by a SAG member, nor is receiving any form of compensation from, or serving as a director or officer of a grant recipient or applicant, of a State Advisory Group member. Additionally, I have completed Attachment Q "State Advisory Group (SAG) Executive Summary" in its entirety and included the completed form in Volume 1, Tab 1.
- B. Cross Reference Table Volume 1, Tab 1
 - In order to assist the Respondent in its development of a responsive proposal and to facilitate proposal evaluation by the Department, it is **MANDATORY** the Respondent provide a table that cross-references the contents of its proposal with the contents of the RFP. Please see Attachment O to this RFP for the cross reference table. The Respondent shall insert the Attachment O in Volume 1, Tab 1, just after the Part A Transmittal Letter. Remember to complete Attachment O in its entirety.
- C. Certificate of Experience Volume 1, Tab 2

It is **MANDATORY** that any Respondent that has not previously provided same or similar services for the Department within the previous two years, sign and submit under Volume 1, Tab 2, the Attachment C, Certificate of Experience. The Respondent must demonstrate two years of experience within the last five years relevant to the provision of providing technical assistance services and monitoring compliance related to juvenile justice programs.

D. Drug-Free Workplace Certification – Volume 1, Tab 2

The proposal may contain the Drug-Free Workplace Certification in accordance with section 287.087, Florida Statutes (if desired by the Respondent) for preference in the event of a tie in the scoring of a competitive solicitation. This is not a mandatory requirement. The Certification form (Attachment K) is available at: http://www.dij.state.fl.us/providers/contracts/index.html. The Tie-Breaking Guidelines are attached to this solicitation as Attachment I.

E. Client Contact List – Volume 1, Tab 2

It is **MANDATORY** that the Respondent submit Attachment E (Client Contact List) with a minimum of three (3) contacts. This list is required in order for the proposal to be complete.

- 1. The Attachment E must be completed and submitted with **at least three (3)** previous or current clients for whom the Provider has provided technical assistance services and monitoring compliance related to juvenile justice programs.
- The Department reserves the right to contact any and all references in the course of this solicitation and make a fitness determination, not subject to review or challenge.
- 3. The Department shall not provide a reference. If the Respondent has only provided these same or similar services to the Department, the Respondent is to include an attestation statement from the individual with authority to bind the Respondent in place of the Attachment E.
- 4. No faxes will be accepted for Attachment E (Client Contact List). Only original hardcopies submitted within the technical proposal or copies submitted electronically on the CD-ROM with the proposal to the Procurement Manager are acceptable.

F. <u>Technical Proposal - Volume 1, Tabs 3 – 8</u>

The Technical Proposal (described below in paragraphs 1-6) shall be prepared in the format listed below utilizing 8.5" x 11" paper with one-inch margins top, bottom, and sides. Each Respondent shall limit the Technical Proposal's narrative to no more than sixty (60) consecutive pages. Pages submitted in excess of the specified limit for the Technical Proposal's narrative will be removed prior to evaluation and will not be evaluated. Any attachments, charts, photos, maps, diagrams, or other resource materials that support the information provided in the Technical Proposal shall be referenced within the Technical Proposal's narrative, included as exhibits or attachments to the Technical Proposal, and presented at the end of the Technical Proposal. Such exhibits or attachments shall not be counted in the sixty (60) page limitation established for the Technical Proposal.

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

- 1. <u>Introductory Statement Volume 1, Tab 3</u>
 - This section should be an introductory statement of the general strategy and methodology that will be used to achieve the project goals.
- 2. Management Capability Volume 1, Tab 4
 - a. This section shall reasonably and logically identify the management approach to plan, control, and manage the services, in accordance with requirements identified in Attachment I, Services to be Sought.
 - b. This section shall provide a copy of the Respondent's corporate organizational chart and description of the corporate organizational structure, leadership and staffing (including licenses, qualifications, education, experience) needed in order to meet the requirements to

- provide monitoring and technical assistance services as outlined in the RFP.
- c. This section shall also identify the Respondent's corporate oversight to ensure the assigned juvenile residential and detention facilities are observed, assessed, and supported for the service required in accordance with requirements identified in Attachment I, Services to be Sought.
- d. This section shall describe the internal quality improvement process utilized to identify problems and improve processes.

3. Services to be Sought – Volume 1, Tab 5

- a. This section shall describe a plan for the collection and verification of data, as specified in the RFP.
- b. This section shall describe a plan for reviewing and updating the manual of Policies and Procedures, as specified in the RFP.
- c. This section shall describe a plan for collecting on-site performance compliance data, as specified in the RFP.
- d. This section shall describe a plan for the collection of Annual Compliance Report data, as specified in the RFP.
- e. This section shall provide a plan for participation in Department Sponsored meetings, as specified by the RFP.
- f. This section shall provide a plan for the provision of one centrally located statewide technical assistance workshop, as specified and required by the RFP.
- g. This section shall outline how the program will accomplish its performance measures and if the measures are appropriate and reasonable.

PLEASE NOTE THAT IT IS INSUFFICIENT FOR PROPOSALS TO MERELY RECITE OR REITERATE THE SERVICES TO BE SOUGHT.

4. Staffing & Personnel – Volume 1, Tab 6

- a. This section shall describe the number and type of staff to perform services, required management staff positions, and key personnel that are required in order to deliver services as specified in the RFP.
- b. This section shall describe all professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP.
- c. This section shall describe any training required for staff to perform services as specified in the RFP.
- d. This section shall include information about staff having to pass the criminal background records check requirement.
- e. This section shall state which staff have completed and passed the PREA certification/training.

5. Implementation Plan – Volume 1, Tab 7

This section shall provide a detailed plan of implementation for the services to be provided for the duration of the funding period (including anticipated dates of start and completion) of services and deliverables.

6. Monitoring Plan - Volume 1, Tab 8 (if applicable)

This section shall provide a detailed plan of action to evaluate and monitor their own program if the Respondent has current contracts with the Department.

G. Financial Proposal (Volume 2)

- Price Volume 2, Tab 1
 - a. It is MANDATORY that the Respondent shall provide a price for the services by returning a completed and signed copy of the Department's Attachment J - Price Sheet. The price must include all services, material and labor necessary to complete the Services to be Sought in

- Attachment I as described in this RFP and the Respondent's proposal. This price shall be expressed as two (2) decimal number prices.
- b. It is **MANDATORY** that the Respondent shall submit a completed and signed Attachment J that proposes a maximum annual Contract dollar amount at or below the maximum annual Contract dollar amount stated in the RFP.
- c. The Price Sheet will be scored (see Attachment D.).
- 2. Budget Volume 2, Tab 2

It is **MANDATORY** that the Respondent complete and submit Attachment H (Budget January 2018) in Tab 2 of Volume 2. The Attachment H template is available at: http://www.djj.state.fl.us/providers/contracts. The total budget amount must match the total proposed amount on the Attachment J – Price Sheet.

H. Mailing Label

Respondents submitting proposals in response to this solicitation shall either affix the label below (or a copy thereof) to the lower, left hand corner outside of all envelopes or containers containing their proposals or mark their proposal with the identifying information. This is to ensure that the Department's mailroom identifies the package(s) as a proposal and delivers it expeditiously. Respondents shall complete the information on the label prior to affixing the label.

DJJ SOLICITATION NUMBER #10579

DATE DUE: FRIDAY, JUNE 1st at 2:00 PM EDT.
ENVELOPE/BOX #_____ OF ____ENVELOPE(S)/BOX(ES)

Florida Department of Juvenile Justice Bureau of Procurement and Contract Administration Attention: Terence Blakely, Procurement Manager 2737 Centerview Drive, Suite 1100 Tallahassee, Florida 32399-3100

XXI. ADDITIONAL REQUIREMENTS FOR RESPONDENTS SELECTED FOR CONTRACT AWARD

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

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

ATTACHMENT C – MANDATORY (IF APPLICABLE) CERTIFICATION OF EXPERIENCE (TO BE COMPLETED BY THE RESPONDENT) RFP #10579

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

COMPANY NAME:	
DATE ESTABLISHED:	
PRIMARY BUSINESS:	
TOTAL NUMBER OF EMPLOYE	3:
NUMBER OF EMPLOYEES ENG	GED IN ACTIVITIES RELEVANT TO THIS RFP:
	G TECHNICAL ASSISTANCE SERVICES AND MONITORING COMPLIANCE RELATED TO (PUBLIC AND OR PRIVATE):
LIST ENTITIES FOR WHO TH	COMPANY HAS PROVIDED TECHNICAL ASSISTANCE SERVICES AND MONITORING
COMPLIANCE RELATED TO	VENILE JUSTICE PROGRAMS WITHIN THE LAST FIVE YEARS AND THE DATES OF
PERFORMANCE (RESPONDEN	MUST DEMONSTRATE TWO YEARS EXPERIENCE WITHIN THE LAST FIVE YEARS):
I	, CERTIFY THAT THE RESPONDENT KNOWN AS
	ECHNICAL ASSISTANCE SERVICES AND MONITORING COMPLIANCE RELATED TO
SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	

ATTACHMENT D - EVALUATION CRITERIA

Proposal Section	Section Title	Maximum Possible Points per Section			
Α.	<u>Technical Proposal – Volume 1</u>				
	Introductory Statement	0			
	Management Capability 105				
	Services to be Provided				
	Staffing & Personnel	150			
	5. Implementation Plan	100			
	6. Monitoring Plan (if applicable)	0			
_					
В.	<u>Financial Proposal – Volume 2</u>				
	Price Sheet (Attachment J)	200			
	Budget (as stated in Attachment H)	0			
	Total Maximum Overall Points	800			

EVALUATION CRITERIA

THIS RFP CONTAINS MANDATORY REQUIREMENTS THAT ARE SPECIFIED IN ATTACHMENT B, SECTION V. FAILURE TO MEET THESE REQUIREMENTS WILL RESULT IN A PROPOSAL NOT BEING EVALUATED AND REJECTED AS NON-RESPONSIVE. NO POINTS WILL BE AWARDED FOR MEETING MANDATORY REQUIREMENTS. ALL EVALUATION AND REVIEW OF THE RESPONDENTS PROPOSAL WILL BE BASED SOLELY ON THE HARD COPIES OF VOLUMES 1 and 2, UNLESS OTHERWISE NOTED IN THIS RFP.

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

A. <u>Technical Proposal</u>

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

Use the following rating scores to rate the evaluation question in Attachment P:		AWARD CRITERIA
RATING	SCORE	EVALUATION DESCRIPTION
Excellent	5	The proposal exceeds all technical specifications and requirements for the service component specified. The approach is innovative, comprehensive, and complete in every detail.
Very Good	4	The proposal meets all technical specifications and requirements for the component specified. The approach is comprehensive and complete in every detail. The proposal approach contains some innovative details for some of the components specified.
Adequate	3	The proposal meets all technical specifications and requirements for the component specified.

Poor	2	The proposal does not meet all technical specifications and requirements for the component specified, or it demonstrates minimum understanding of the requirements for the component specified.
Unsatisfactory	1	The proposal fails to demonstrate the Respondent's understanding of the requirements for the component specified or the ability to provide the service.
Not Addressed	0	The Respondent's proposal does not address the service component(s) specified, or the evaluator is not able to locate the information in the Respondent's proposal.

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

B. Financial Proposal - Evaluation Criteria

- It is MANDATORY that the Respondent shall provide a price for the services by returning a completed and signed copy of the Department's Attachment J Price Sheet. The price must include all services, material and labor necessary to complete the Services to be Sought in Attachment I as described in this RFP and the Respondent's proposal. The price sheet will be scored. Any proposal without a completed and signed Attachment J or with a proposed Maximum Contract Dollar Amount exceeding the Maximum Contract Dollar Amount shall be rejected.
- 2. The score for price will be based upon the lowest "Proposed Contract Dollar Amount" submitted on Attachment J by all prospective Providers. The total available points for price is 200 points. Therefore, the Respondent who submits the <u>lowest</u> total price shall receive 200 points. Total price for the purposes of evaluation shall be the TOTAL ANNUAL MAXIMUM PROPOSED AMOUNT. All others will receive a score that is equal to 200 points minus the percentage difference above the lowest proposal. For example, if the second lowest proposal is 10% higher than the lowest proposal, the second Respondent will receive a score of 180 points (i.e., 200 points minus 10% of 200 [or 20 points] equals 180 points).

ATTACHMENT E (MANDATORY) CLIENT CONTACT LIST RFP #10579

THE DEPARTMENT SHALL NOT PROVIDE A REFERENCE. THE FORM SHALL BE SUBMITTED WITH THE PROPOSAL UNDER VOLUME 1, TAB 2.

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

ATTACHMENT G

SAMPLE CONTRACT

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

ATTACHMENT G IS FOR INFORMATIONAL PURPOSES ONLY AND WILL BE CHANGED AND COMPLETED AFTER CONTRACT AWARD.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT J - PRICE SHEET (MANDATORY)

Provide a price for each deliverable (1-14) listed below under the Unit Rate Proposed and Total Maximum	m Amount boxes					
UNITS/SERVICE TYPE	ANNUAL NUMBER OF UNITS	EXPECTED NUMBER OF UNITS PER MONTH	MAXIMUM ALLOWABLE UNIT RATE	UNIT RATE PROPOSED	NUMBER OF MONTHS IN ANNUAL TERM	TOTAL MAXIMUM AMOUNT
Monthly Required Deliverables 1. Site Visits Pre-Visit Notice and Preparation On-site visit Training and Technical Assistance as applicable	300	25	\$500.00	(1)	12	(2)
Desk Audits/Reports/Meetings Monthly Report Reminders Receipt and Review of Data Reports Violation Report Violations Processing Technical Assistance to Agencies	12	1	\$2,000.00	(3)	12	(4)
Updating of Monitoring Universe Monthly Status Report to DJJ	24	2	\$300.00	(5)	12	(6)
Quarterly Required Deliverables 5. DJJ State Advisory Group Meetings and/or: 6. Florida Model Jail Standards (FMJS) Meetings Note: Department will pay for a maximum of 4 meeting participation	4	N/A	\$500.00	(5a)	12	(6a)
Annual Required Deliverables 7. Update Policy and Procedures Manual and Forms 8. Prepare the JJDPA Compliance Monitoring Report 9. Provide a Barriers and Strategies List per Office of Juvenile Justice Delinquency Prevention (OJJDP) Guidelines 10. Develop a Schedule of Activities and Monitoring 11. Update and Revise Definitions per OJJDP Guidelines 12. Attend the National JJDPA Conference 13. Provide Training and Technical Assistance to DJJ Contract Monitors	7	N/A	\$1,000.00	(7)	12	(8)
Annual Required Deliverables As Requested 14. Provide Title II Application Information	1	N/A	\$700.00	(7a)	12	(8a)

TAL ANNUAL MAXIMUM PROPOSED (9) \$

RFP #10579

****TOTAL CONTRACT DOLLAR AMOUNT:	\$

NOTE: IT IS MANDATORY THAT #(9) THE TOTAL ANNUAL MAXIMUM PRICE FOR THE SERVICES PROPOSED DOES NOT EXCEED THE ANNUAL MAXIMUM PRICE FOR SERVICES (\$190,000.00) STATED IN THE RFP, IF IT IS EXCEEDED, THE RESPONDENT'S PROPOSAL WILL NOT BE EVALUATED.

INSTRUCTIONS:

In cells #(1), (3), (5), (5a), (7), & (7a) above, Respondents shall insert the "Unit Rate Proposed" per deliverable listed (1-14). In cells # (2), (4), (6), (6a), (8), & (8a) above, Respondents shall insert the "Annual Maximum Price Proposed for Services".

In cell #(9) above, the Respondent shall insert the TOTAL Annual Contract Dollar Amount .

****THE TOTAL ANNUAL CONTRACT DOLLAR AMOUNT (9) WILL BE MULTIPLIED BY THE NUMBER OF YEARS IN THE INITIAL TERM OF THE CONTRACT (AS APPLICABLE).

TERMS OF LESS THAN ONE YEAR SHALL BE PRO-RATED. ANY RENEWAL OPTIONS EXERCISED AT THE DEPARTMENT'S DISCRETION SHALL BE ON THE SAME TERMS AND CONDITIONS.

NAME:	IIILE:	
COMPANY:		_
E-MAIL ADDRESS:		
TELEPHONE NUMBER:		
CICNIATUDE.	DATE:	-
SIGNATURE	_ DAIE	

ATTACHMENT O CROSS REFERENCE TABLE

RFP DOCUMENTATION (TO BE COMPLETED BY DEPARTMENT)			LOCATION IN PROPOSAL (TO BE COMPLETED IN ITS ENTIRETY BY RESPONDENT)		
SECTION/PART	SUBJECT	PAGE NUMBERS	SECTIONS/PARTS		
	GENERAL PROPOSAL REQUIREMENTS				
Attachment B, Section V.G., Attachment B, Section XX.B.	MANDATORY – Attachment O – Cross Reference Table				
Attachment B, Section V.B, Attachment B, Section XX.A.	MANDATORY - Transmittal Letter containing all the information required by Section XX. A.				
Attachment B, Section V.C., Attachment B, Section XX. C.	MANDATORY - Attachment C - A statement certifying that the Respondent has experience relevant to the provision of providing technical assistance services and monitoring compliance related to juvenile justice programs.				
Attachment B, Section V.D.1.2.3.4., Attachment B, Section XX., E., 1.,2.,3.,4.,	MANDATORY - Attachment E - Must be submitted by at least three previous or current clients for whom the Respondent has provided technical assistance services and monitoring compliance related to juvenile justice programs.				
Attachment B, Section V.F., Attachment B, Section XX.G.1., and Attachment D.	MANDATORY - Attachment J — A completed & signed copy of the Attachment J with the annual maximum contract dollar amount at or below the annual maximum contract dollar amount stated in the RFP.				
Attachment B, Section V.E., Attachment B, Section XX., G.2.	MANDATORY - Attachment H – Budget January 2018				

and Attachment D.		
Attachment B, Section XX.D.	Drug-Free Workplace Certification	
Attachment B, Section XX.A.12.	Attachment Q- State Advisory Group (SAG) Executive Summary	
	TECHNICAL PROPOSAL (SUGGESTED DOCUMENTATION*)	

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

	CATEGORY #1: INTRODUCTORY STATEMENT	
Attachment B, Section XX. F.1.	This section should be an introductory statement of the general strategy and methodology that will be used to achieve the project	
Section XX. F.1.	goals. There are no points awarded for Category #1.	
	CATEGORY #2: MANAGEMENT CAPABILITY	
Attachment B,	Identify the management approach to plan, control, and manage	
Section XX. F.2.	the services, in accordance with requirements identified in Attachment I, Services to be Sought.	
Attachment B,	Provide a copy of the Respondent's corporate organizational chart	
Section XX.	and description of the corporate organizational structure,	
F.2.b.	leadership and staffing (including licenses, qualifications,	
	education, experience) needed in order to meet the requirements	
	to provide auditing services in outlined in the RFP.	
Attachment B,	Identify the Respondent's corporate oversight to ensure the	
Section XX. F.2.c.	assigned juvenile residential and detention facilities are observed,	

	assessed and supported for the service required in accordance with requirements identified in Attachment I, Services to be Sought.	
Attachment B, Section XX. F.2.d.	Describe the internal quality improvement process utilized to identify problems and improve processes.	
	CATEGORY #3: SERVICES TO BE PROVIDED	
Attachment B, Section XX. F.3.a.	Describe a plan for the collection and verification of data, as specified in the RFP.	
Attachment B, Section XX. F.3.b.	Describe a plan for reviewing and updating the manual of Policies and Procedures, as specified in the RFP.	
Attachment B, Section XX. F.3.c.	Describe a plan for collecting on-site performance compliance data, as specified in the RFP.	
Attachment B, Section XX. F.3.d.	Describe a plan for the collection of Annual Compliance Report data, as specified in the RFP.	
Attachment B, Section XX. F.3.e.	Provide a plan for participation in Department Sponsored meetings, as specified by the RFP.	
Attachment B, Section XX. F.3.f.	Provide a plan for the provision of one centrally located statewide technical assistance workshop, as specified and required by the RFP.	
Attachment B, Section XX. F.3.g.	Outline how the program will accomplish its performance measures and if the measures are appropriate and reasonable.	
	CATEGORY #4: STAFFING & PERSONNEL	
Attachment B, Section XX. F.4.a.	Describe the Respondent's number and type of staff to perform services, required management staff positions, and key personnel that are required in order to deliver services as specified in the RFP.	
Attachment B, Section XX. F.4.b.	Describe all professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP.	
Attachment B, Section XX. F.4.c.	Describe any training required for staff to perform services as specified in the RFP.	
Attachment B, Section XX.F.4.d.	Describe requirement to passing criminal background records check.	

RFP #10579

Attachment B,	State which staff have completed and passed the PREA	
Section XX.	certification / training.	
F.4.e.		
	CATEGORY #5: IMPLEMENTATION PLAN	
Attachment B,	Provide a detailed plan of implementation for the services to be	
Section XX. F.5.	provided for the duration of the funding period (including	
	anticipated dates of start and completion) of services and	
	deliverables.	
	CATEGORY #6: MONITORING PLAN (IF APPLICABLE)	
Attachment B,	Provide a detailed plan of action to evaluate and monitor their own	
Section XX. F.6.	program if the Respondent has current contracts with the	
	Department.	

ATTACHMENT P EVALUATION QUESTIONS/CONSIDERATIONS

CATEGORY #1: Introductory Statement

The Respondent shall provide an introductory statement of the general strategy and methodology that will be used to achieve the project goals.

This category is not scored.

CATEGORY #2: Management Capability

How well does the proposal describe the Respondent's management capability?

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

Consideration 2.2: How well does the Respondent's proposed staffing (including licenses, qualifications, education, and experience) meet the requirements to provide auditing services in outlined in the RFP? (Weighted: 7 Max Points: 35)

Consideration 2.3: How well does the proposal clearly identify the Respondent's organizational structure and oversight to ensure the assigned juvenile residential and detention facilities are observed, assessed and supported for the service required in accordance with requirements identified in Attachment I, Services to be Provided? (Weighted: 7 Max Points: 35)

CATEGORY #3: Services to be Sought

How well does the proposal describe the services to be sought?

Consideration 3.1: To what extent does the proposal clearly describe a plan for the collection and verification of data, as specified in the RFP. (Weighted: 7 Max Points: 35)

Consideration 3.2: To what extent does the proposal clearly describe a plan for reviewing and updating the manual of Policies and Procedures, as specified in the RFP (Weighted: 7 Max Points: 35)

Consideration 3.3: To what extent does the proposal clearly describe a plan for collecting on-site performance compliance data, as specified in the RFP. (Weighted: 7 Max Points: 35)

Consideration 3.4: To what extent does the proposal clearly describe a plan for the collection of Annual Compliance Report data, as specified in the RFP. (Weighted: 7 Max Points: 35)

Consideration 3.5: To what extent does the proposal clearly describe a plan for participation in Department Sponsored meetings, as specified by the RFP. (Weighted: 7 Max Points: 35)

Consideration 3.6: To what extent does the proposal clearly describe a plan for the provision of one centrally located statewide technical assistance workshop, as specified and required by the RFP. (Weighted: 7 Max Points: 35)

Consideration 3.7: To what extent does the proposal clearly describe how the program will accomplish its performance measures and if the measures are appropriate and reasonable. (Weighted: 7 Max Points: 35)

CATEGORY #4: Staffing and Personnel

How well does the proposal outline the staffing and personnel structure?

Consideration 4.1: To what extent does the proposal outline the number and type of staff to perform service, management staff positions, and key personnel that are required in order to deliver services as specified in the RFP?

(Weighted: 10 Max Points: 50)

Consideration 4.2: How well does the Respondent identify professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP?

(Weighted: 10 Max Points 50)

Consideration 4.3: How well does the proposal describe any training/certification required for staff to perform services as specified in the RFP?

(Weighted: 10 Max Points: 50)

CATEGORY #5: Implementation Plan

To what extent does the Respondent outline the proposed implementation plan?

Consideration 5.1: Does the proposal provide a detailed plan of implementation for the services to be provided at each facility for the duration of the funding period (including anticipated dates of start and completion) of services and deliverables? (Weighted: 20 Max Points: 100)

ATTACHMENT Q STATE ADVISORY GROUP (SAG) EXECUTIVE SUMMARY

RFP Nu	umber:
Respor	ndent's Name:
	try form in its entirety and return it to the Department within the proposal under Volume I, Tab I ecutive Summary cannot be longer than three pages, should be single spaced, and no less than
l.	Description of Proposed Program:
	Provide a brief description (500 words maximum) of the monitoring and technical assistance program being proposed. Include your approach to providing the services required by this RFP.
II.	Staffing and Personnel:
	Provide the total number of full-time and part-time staff proposed to perform the services as stated in the RFP.
III.	Organizational Capacity:
	Provide a brief description (50 words maximum) of the organization's ability to perform the services as stated in the RFP, including how your organization will manage the tasks set forth in the submitted proposal.
IV.	Budgeted Amount by Category & Total Amount Requested:
	Provide the total amount proposed for the following categories: Salaries, Benefits, Contractual and Expenses. Provide the total amount of funding being requested to fund the proposed program.

State Advisory Group (SAG) members and their employers (or any entity with a SAG member on their Board of Directors) are precluded from submitting a proposal to this RFP.

ATTACHMENT I SERVICES TO BE SOUGHT

I. GENERAL DESCRIPTION

A. <u>General Description of Services</u>

The Respondent shall conduct on-site monitoring visits and provide technical assistance to the Department concerning the Juvenile Justice Delinquency Prevention (JJDP) Act and compliance-related issues to include onsite visits of facilities that have authority to securely detain juveniles; data verification; review of monitoring forms and tools; updating policy and procedure manuals; providing annual compliance reports, annual colocation reports, violation reports; and a manual workshop agenda. The primary goal of the resulting Contract is to implement a compliance monitoring strategy to be in line with the first three core requirements of the JJDP Act: Deinstitutionalization of Status Offenders (DSO); Separation of Youth from Adults, and Jail Removal. The Department refers to facilities that have authority to securely detain juveniles as being within the Monitoring Universe. This Monitoring Universe includes, but is not limited to: adult jails, adult lockups, detention centers, residential facilities, etc.

B. <u>General Services to be Provided</u>

The Respondent and approved subcontractors (if applicable) shall deliver services that include, but are not limited to:

- 1. Collection and Verification of Data;
- 2. Monitoring Program Universe, Forms and Tools;
- 3. Monthly Status Report;
- 4. Required Meeting Participation;
- 5. Policies and Procedures Manual;
- 6. Annual Compliance Report;
- 7. Technical Assistance Workshop or Individual Technical Assistance Training;
- 8. Title II Application Information;
- 9. Ad Hoc Reports or Similar Titled Report;
- 10. Operational Risk Management System; and
- 11. Fidelity and Compliance System Requirements.

C. <u>Authority for Specific Contracted Program Services</u>

The Respondent shall provide prevention monitoring and technical assistance for the Department's JJDPA in accordance with subsections 985.211(5), 985.211(4), and 985.216(1), (2), (4), Florida Statutes.

D. Service Limits

Services will be limited to the service tasks specified within the resulting Contract from this RFP. Services will be delivered for a five year period.

E. <u>Major Goal(s) of the Program/Service</u>

The Respondent shall assist the Department in maintaining its identified onsite violation reports; provide analyses and confirmation of data in a timely manner; and provide continued support in ensuring the safety and well-being of Florida's at-risk and delinquent youth, which will aid in the State of Florida maintaining its JJDPA compliance.

F. Definitions

- Subcontractor: An agreement entered into by the Respondent with any other person or organization that agrees to perform any performance obligations for the Respondent specifically related to securing or fulfilling the Respondent's obligations to the Department under the terms of this resulting Contract.
- 2. Juvenile Justice Delinquency and Prevention Act (JJDPA): A federal Act that provides protections for youth in custody.

II. SERVICES TO BE PROVIDED

- A. Service Tasks
 - 1. Collection and Verification of Data
 - The Respondent shall collect and verify data from facilities, through site visits and desk audits, in accordance with the JJDP Act, as amended.

- 1) Data shall be collected from facilities on a monthly basis.
- 2) The data will include, but not be limited to: date and time admitted and released from the facility; date of birth, race, gender, offense, case/arrest number; location of where youth held, custody status (secure/non-secure); if a youth is held beyond six hours; and if a youth is held outside of the sight and sound of any adult offenders/inmates/trustees. Additional categories of information will be based on OJJDP guidance.
- 3) Data shall be compiled for each period of twelve (12) months by federal reporting year.

b. Site Visits

- 1) Site visits shall consist of a pre-visit notice and preparation; the on-site visit of the facility; and any training and technical assistance as applicable.
- 2) The Respondent shall provide a report of all site visits made monthly. The report shall include: the site name; the last site visit date during current OJJDP reporting year; monitoring results; and any written recommendations of corrective actions to be taken or required. The Respondent shall perform 300 site visits per contract year with at least a minimum of twenty-five (25) site visits per month.

c. Desk Audits/Reports

Desk audits consists of monthly Data Report reminders; the receipt and review of Data Reports; processing of violations; technical assistance; and the monitoring of State Statute and Administrative Rule changes. The Respondent shall perform twelve (12) desk audits per contract year with at least a minimum of one per month.

d. Violation Report

- The Respondent shall maintain database of all violations of the JJDP Act and make it available to the Department's Contract Manager as requested and with the Annual Compliance Report.
- 2) This report shall include the agency name, date of birth of the youth, gender, race, violation of the appropriate core requirement, and the agency's response to the violation.

2. <u>Monitoring Program Universe, Forms and Tools</u>

- a. The Respondent will review and recommend changes that identify and classify the monitoring locations for the State of Florida, within the Monitoring Universe, as identified in Exhibit 3, Florida JJDPA Monitoring Universe.
- b. The Respondent shall perform monthly updates to the Florida JJDPA Monitoring Universe (Exhibit 3).
- c. The Respondent shall review and recommend changes to the Department's monitoring forms, monitoring tools, and monitoring facilities reporting form. The Department must approve any changes to the documents prior to implementing the revised forms and tools via the Department's Contract Manager.
- d. The Annual Compliance Report and all recommended changes shall be provided to the Department's Contract Manager by January 30th of each year.

3. Monthly Activity Report

The Respondent shall submit a Monthly Status Report that includes all activities for the prior months; the current number of site visits completed for the prior month; and the current number of potential and verified violations of the JJDP Act.

4. Meeting Participation

- a. The Respondent shall participate in the Department's State Advisory Group meetings and/or the Florida Model Jail Standards (FMJS) meetings on a quarterly basis. The Respondent shall participate in additional meetings as required by updated OJJDP guidelines or through the advisement of the meeting shall be attended, to include OJJDP conference calls.
- b. The Respondent shall participate in a minimum of one Departmentsponsored meeting with representatives from other state and local agencies in regard to the JJDP Act compliance monitoring related issues per contract year. The Respondent will be given a minimum of two weeks advance notice of any required meeting participation.
- c. The Respondent shall attend the National JJDPA Conference one time per contract year, if held.

5. Policies and Procedures Manual

- a. The Respondent shall review and update the manual of policies and procedures for monitoring Florida's compliance with the JJDP Act one time per contract year.
 - 1) The manual shall include the current state and federal regulations regarding compliance monitoring; updates of the Monitoring Universe; process for collecting and verifying data from the Monitoring Universe; and a timetable and procedures for on-site verification.
 - 2) The draft of changes shall be provided to the Department's Contract Manager by December 30th of each year, or whenever applicable based on OJJDP guidance.
 - 3) The Department shall review and approve any proposed changes within thirty (30) days of receipt of request.
 - 4) The final revised manual will be provided to the Department's Contract Manager by January 30th of each year, or whenever applicable based on OJJDP guidance.

b. Barriers and Strategies Report

The Respondent shall provide a continuous list of identified barriers to appropriate monitoring of the JJDP Act and the strategies utilized to overcome the barriers.

c. Schedule of Activities and Monitoring

The Respondent shall provide a list of anticipated monitoring activities that may extend beyond the current reporting period.

d. <u>Updates and Revisions to Definitions</u>

The Respondent shall provide an annual review of the definitions used in the state.

6. Annual Compliance Report

- a. The Respondent shall review and analyze compliance data to prepare the Annual Compliance Report and deliver it to the Department's Contract Manager for review and approval by December 30th each year.
- b. The Respondent shall provide a Collocated Facility Report within the Annual Compliance Report. The Collocated Facility Report shall list all Juvenile Facilities that are collocated with Adult Facilities.
- 7. Technical Assistance Workshop or Individual Technical Assistance Training
 The Respondent shall conduct technical assistance workshops regarding the
 requirements of the JJDP Act and compliance related issues as requested by the
 Department or conduct individual technical assistance training to agencies, as
 requested.

8. Title II Application Information

The OJJDP's Formula Grants Program supports state and local efforts in planning, operating, and evaluating projects that seek to prevent at-risk youth from entering the juvenile justice system or intervene with first-time and non-

serious offenders to provide services that maximize their chances of leading productive, successful lives. The Formula Grants Program also provides funds to enhance the effectiveness of the juvenile justice system. The Respondent shall deliver assistance to Department staff regarding information relevant to the federal Title II application.

9. Ad Hoc Reports or Similar Titled Report

The Respondent shall provide the Department with ad hoc reports upon request of the Department's Prevention Office Federal Programs Manager or designee.

- 10. Operational Risk Management System
 - a. <u>Bi-Weekly Conference Call:</u> The Respondent shall conduct a bi-weekly conference call with all project staff. This call shall be focused on current trends identified, assistance requests, review of travel plans, review of site visit reports, review of expense reports and an update as needed from the Bi-Weekly Management Meeting. If the Respondent is unable to conduct the call, 24-hour notice shall be provided to the Department's Contract Manager.
 - b. <u>FDJJ Monthly Conference Call:</u> The Respondent shall conduct a monthly conference call with the Department's Contract Manager. This call shall focus on current trends identified, cancellation of site visits, and updates to prior calls or requests. Additionally, this call shall be used to further identify items for inclusion on the Barriers & Strategies report. If the Respondent is unable to conduct the call, notice shall be provided to the Department's Contract Manager.
 - c. <u>Monthly Reporting:</u> The Respondent shall ensure the completion of monthly reports, which shall include: projected number of site visits planned and completed; current number of potential violations and confirmed violations; identification of agencies that received a site visit and any outcomes or technical assistance that is requested; agency contacts; completed technical assistance outside of the site visit; identification of changes to the monitoring universe; and identified challenges that require further review and notification to the Department.
 - d. OJJDP Conference Call: OJJDP conducts a nationwide Compliance Monitor conference call that is scheduled by OJJDP and attended by the Respondent. The Respondent shall provide the notes for the meeting to each project staff as they are released by OJJDP (standard is by the next conference call). The Respondent shall provide verbal updated during the Bi-Weekly Conference Call.
 - e. <u>Annual Reporting Requirements:</u> The Respondent shall ensure that all annual reporting components are completed as identified in the proposal including a draft review conference call with the Department in order to review and make revisions to the draft report before the final report being submitted to the Department's Federal Manager.
- 11. Fidelity and Compliance System Requirements

Monthly fidelity and compliance activities shall be routinely conducted by the Respondent. Fidelity and compliance review activities shall include, but are not limited to: a review of key documentation in operations; a review of outstanding agency reports; a review of outstanding agency requests, and a review of the site visit reports. Any deficiencies shall be corrected.

B. <u>Service Tasks Limits</u>

All prescribed services shall be provided in a manner consistent with applicable federal and state laws, rules and regulations.

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

The Respondent shall maintain a list of all site location(s) and this list shall be provided to the Department's Contract Manager prior to the delivery of services. A revised (updated) list shall be submitted to the Department's Contract Manager as additions/deletions occur. All services may be provided at varied non-traditional and traditional times and

locations. All files shall be maintained and secured at site location(s) of the Provider. All files shall be maintained and secured at the administrative location(s) of the Provider and subcontractors (if applicable).

III. STAFFING & PERSONNEL

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

A. Staffing Levels

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

B. Staffing Qualifications

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

C. Staffing Schedule and Vacancies

The Respondent shall have and utilize a written back-up plan and have adequate qualified staff to fill-in for required Respondent staff who may be absent from work (e.g., unexpected emergency, illness, or vacation) to ensure that services shall not be cancelled or rescheduled. Those individuals who are responsible for the delivery of services are considered key personnel. In the event of a vacancy of key personnel, the Department's Contract Manager shall be notified within twenty-four (24) hours. Additionally, the vacant positions shall be filled by an individual with equivalent experience and expertise.

D. Staff Changes

Changes to the minimum number of staff and qualifications required in the resulting Contract are not authorized. Staff changes shall be approved in writing by the Department's Contract Manager. Staffing changes at any level within the program shall be reported on the Staff Vacancy Report which shall be submitted monthly to the Department's Contract Manager.

E. Staff Training

This section shall address the Respondent's training plan to deliver trainings required by the Office of Prevention. All costs occurring from, associated with, Department-required training necessary for performance under the resulting Contract or otherwise required by federal or state law, rule, or department policy for Respondent employees, agents or subcontractors, shall be the responsibility of the Respondent. The Respondent may offer these required trainings in-house or use the Department's Learning Management System. All staff must have in his/her personnel file documentation of the completion of minimum training requirements, with the number of hours earned. All independent training curriculums shall be submitted to the Department's Contract Manager for review and approval by the Department's Staff Development and Training unit. Training information shall be updated based on certification or minimum training requirements for individual trainings. Training information may be requested by the Office of Program Accountability for validation purposes. All training costs and expenses associated with training/travel for the Respondent staff are the responsibility of the Respondent.

F. <u>Background Screening</u>

Prior to the provision of services, staff shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers available

for review on the Department's website. The Provider shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, Florida Statutes and the Department's background screening policy. The Provider shall verify the employment eligibility of all current and prospective employees through the United States Department of Homeland Security's E-Verify System, throughout the duration of the resulting Contract.

IV. PROPERTY

A. <u>Non-Expendable Tangible Personal Property</u>

- 1. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:
 - Expenditure of funds provided by the Department under a cost reimbursement Contract.
 - b. Expenditure of funds provided by the Department as operational expense dollars.
- All state-furnished property acquired by the Respondent through funding sources identified above, with a cost of \$1,000 or more and lasting more than one year, and hardback-covered bound books costing \$250 or more, and computers regardless of cost, shall be accounted for in accordance with chapter 10.300, Rules of the Auditor General. All such property, including replacements to state-furnished property that is lost, destroyed, exhausted, or surplused under the terms of the resulting Contract, shall be returned to the Department upon Contract termination. Any replacements shall be of equal or greater value when returned to the Department.
- 3. Upon delivery of Department-furnished property to the Respondent, the Respondent assumes the risk and responsibility for its loss and damage.
- 4. The Respondent shall submit to the Department's Contract Manager a listing of all items purchased for the program with Department funds and include supporting documentation of funds used. The Respondent shall include this with the first invoice submitted after purchase of the item(s). The Respondent shall not dispose of state-furnished property without the written permission of the Department. Department policies and procedures shall be followed when disposing of state-furnished property.
- 5. The Respondent shall not use any state-furnished property for any purpose except the delivery of services identified in the resulting Contract.
- 6. The Respondent shall submit a final inventory report that is approved by the Department at conclusion of the resulting Contract.

V. DELIVERABLES

- A. Service Units/Deliverables
 - 1. <u>Monthly Required Deliverables</u>
 - a. Site Visits
 - b. Desk Audits/Reports
 - c. Updating of Monitoring Universe Report
 - d. Monthly Activity Report to DJJ
 - Quarterly Required Deliverables

Attendance at the DJJ State Advisory Group Meeting and/or Florida Model Jail Standard (FMJS) Meeting

- Annual Deliverables
 - a. Completion of Policy and Procedures Manual and Forms
 - b. Completion of the JJDPA Compliance Monitoring Report
 - c. Completion of the Barriers and Strategies List per OJJDP Guidelines
 - d. Completion of a Schedule of Activities and Monitoring
 - e. Completion of the updates and revisions to Definitions per OJJDP Guidelines

- f. Attendance at the National JJDPA Conference
- g. Completion of one Technical Assistance Workshop or Individual Technical Assistance Training to DJJ Contract Monitors
- 4. Annual Required Deliverables as Requested
 - a. Completion of the Title II Application Information

VI. REPORTS

The Department will require progress or performance reports throughout the term of the resulting Contract. The Provider shall complete reports as required to become eligible for payment.

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

Provider	Department
Individual's Name	Contract Manager's Name (To be
	provided in the final Contract)
Mailing Address	Mailing Address
City, State, Zip code	City, State, Zip Code
Telephone Number	Telephone Number
Fax Number	Fax Number
E-Mail Address	E-Mail Address

B. Contract Manager Contact Information Changes: After execution of the resulting Contract, any changes in the contact information to the above Contract Managers may be provided by either party, by written notification to the other party, with a copy of the written notification to be sent to the Department's Bureau of Procurement & Contract Administration. A copy of the written notification shall be maintained in the official Contract record. All notices required by the resulting Contract or other communication regarding the resulting Contract shall be sent by United States Postal Service or other delivery service with proof of delivery.

1. Invoice

A properly prepared invoice shall be submitted directly to the Department's Contract Manager within fifteen (15) business days following the end of the month for which services were rendered. Supporting documentation for each deliverable must be included as per Attachment I, Section IV., as well as the Monthly Deliverable Activity Report. Payment of the invoice shall be pursuant to section 215.422; Florida Statutes and any interest due shall be paid pursuant to section 55.03(1), Florida Statutes. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Provider is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-413-5516.

2. <u>Proof of Insurance</u>

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

3. Subcontract(s)

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

4. <u>Organizational Chart</u>

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

5. Staff Vacancy Report

The Respondent shall provide a complete list of all vacant program positions required by the resulting Contract, and include the position title, position number. date of vacancy, and position description. The Respondent shall provide the Department's Contract Manager with an explanation for vacancies, which exceed ninety (90) calendar days. Services shall be provided to all Department youth by qualified Respondent staff regardless of whether a position(s) is vacant. A copy Staff Vacancy Report be found of the can at http://www.dii.state.fl.us/partners/contract-management.

6. Staff Hire Report

The Respondent shall provide a complete list of staff hired to fill vacant positions to include their full legal name, the position title, position number, date of hire, date of background screening, and position description. If any position filled requires specific licensing, certification, or education as required in the resulting Contract, a copy of the license, certification, and/or education credentials shall be provided with the Staff Hire Report. A copy of the Staff Hire Report can be found at http://www.djj.state.fl.us/partners/contract-management.

7. Minority Business Enterprise (MBE) Utilization Report

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

8. Information Resource Request (IRR)

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

9. Continuity of Operations Plan (COOP)

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

10. <u>Training Plan</u>

The Respondent shall provide a training plan to incorporate at a minimum, all contractual pre-service and in-service training as outlined in the Respondent's proposal.

11. <u>Annual Compliance Report</u>

The annual report will be the Department's Annual JJDPA Compliance Monitoring report that will include violations, monitoring universe, corrective actions, and collocated Facility report if applicable.

12. Monthly Activity Report (MAR)

A summary of program services using Contract funds shall be submitted with the Respondent's invoice on a monthly basis. The report shall include site visits completed, technical assistance provided, meetings attended, conference call participation, and other services performed.

13. Budget

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

14. Ad Hoc Reports

The Respondent shall provide the Department with ad hoc reports upon request of the Department's Prevention Office Federal Programs Manager or designee.

15. <u>Violation Reports</u>

The Respondent shall provide the Department's Contract Manager upon request with a report to include the agency name, date of birth of the youth, gender, race, violation of the appropriate core requirement, and the agency's response to the violation.

REPORT LIST	FREQUENCY	DUE DATE	DUE TO DEPARTMENT
Invoice	Monthly	15 th business day of the following reporting month	Contract Manager
Proof of Insurance Coverage	Annually; upon Contract execution	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Upon execution of the subcontract	Prior to delivery of services to youth payment to the subcontractor	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and annually at renewal thereafter	Contract Manager
Staff Vacancy Report	Monthly	15 th business day of the following reporting month	Contract Manager
Staff Hire Report	Monthly	15 th business day of the following reporting month	Contract Manager
MBE Utilization Report	Monthly	15 th business day of the following reporting month	Contract Manager
Information Resource Request (IRR)	Prior to the purchase of information technology soft/hardware	Prior to the purchase of information technology soft/hardware	Contract Manager
Continuity of Operations Plan (COOP)	Annually	Prior to the delivery of services and February 1 st each year	Contract Manager
Training Plan	Prior to the execution of the Contract; annually	Prior to the execution of the Contract and by January 31st (annually)	Staff Development & Training
Annual Compliance Report	Annually	On or prior to December 30 (annually)	Contract Manager
Monthly Activity Report	Monthly	15 th business day of the following reporting month	Contract Manager
Budget	Annually, or within thirty (30) days of requested change	Annually, or within thirty (30) days of requested change	Contract Manager
Ad Hoc Reports	As needed	As needed	Prevention Office Federal Programs Manager or designee
Violation Report	As needed	As needed	Contract Manager

C. Report Receipt and Documentation

The Respondent shall submit written reports with all required documentation within the timeframe(s) listed above to the correct individuals to become eligible for payment. Delivery of deliverables and reports shall not be construed to mean acceptance of those

deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Department's Contract Manager will approve or reject deliverables and reports.

VI. PERFORMANCE MEASURES

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

A. <u>Performance Outputs</u>

The Respondent will achieve the following performance outputs throughout the term of the resulting Contract:

<u>GOAL:</u> 100% of the thirty (30) sample facilities (public and private) identified in the Monitoring Universe will receive a site visit each month.

MEASURE: Number of the thirty (30) sample facilities (public and private) identified in the Monitoring Universe that have received a site visit each month divided the total of the of the thirty (30) sample facilities (public and private) identified in the Monitoring Universe that received a site visit each month.

<u>STANDARD:</u> 75% of the thirty (30) sample facilities (public and private) identified in the Monitoring Universe will receive a site visit each month.

FREQUENCY: This shall be reported on an annual basis.

B. Performance Outcomes

The Provider will achieve the following performance outcomes throughout the term of the resulting Contract:

<u>GOAL</u>: 100% of the facilities that have the authority to securely detain juveniles within the Monitoring Universe; including, but not limited to: adult jails, adult lockups, detention centers and residential facilities, will be in line with the first three core requirements of the Juvenile Justice Delinquency Prevention (JJDP) Act after receiving compliance monitoring.

MEASURE: Number of the facilities that have the authority to securely detain juveniles within the Monitoring Universe; including, but not limited to: adult jails, adult lockups, detention centers and residential facilities, that are in line with the first three core requirements of the JJDP Act after receiving compliance divided by the total number of facilities that have the authority to securely detain juveniles within the Monitoring Universe; including, but not limited to: adult jails, adult lockups, detention centers and residential facilities, that are in line with the first three core requirements of the Juvenile Justice Delinquency Prevention (JJDP) Act after receiving compliance monitoring.

STANDARD: 90% of the facilities that have the authority to securely detain juveniles within the Monitoring Universe; including, but not limited to: adult jails, adult lockups, detention centers and residential facilities, will be in line with the first three core requirements of the JJDP Act after receiving compliance monitoring.

FREQUENCY: This shall be reported on an annual basis.

Exhibit 2 Implementation Plan

The Respondent shall provide a plan of all activities from the Notice of Agency Decision date to Contract expiration. In this plan, please indicate all activities that will be accomplished throughout the Contract term. Please attach additional pages, if needed.

Action Task/Deliverable	Time Frame needed (# of Days)	Targeted Completion Date	Staff and Resources Required to Achieve Task by Target Date	Brief Narrative of Implementation Plan for Action Task
Appoint/Hire/Background Screen/Train/Identify functional committee/ person for oversight of program start up.				
2. Staffing/Hiring				
a. (identify each Staff Member)				
b.				
C.				
d.				
3. Background Screening				
Staff Training and/or Certification				