

Date: 2/21/11

Prospective Provider:

Subject: DJJ Solicitation Number: RFP P2090

Request for Proposals (RFP): A Juvenile Assessment Center (JAC) for youth, as described in the Services to be Provided (Attachment I). The program shall be located in Region 3, Circuit 13 in a Provider owned or leased building.

The Department of Juvenile Justice requires the provision of administrative, screening, security, and intake services to each youth alleged to have committed a delinquent act at a Juvenile Assessment Center ("JAC") that serves Circuit 13, Hillsborough County.

This RFP is issued by the State of Florida, Department of Juvenile Justice (Department or DJJ), to select a Provider to operate the above-referenced program. The RFP package consists of this transmittal letter with the following attachments and exhibits (some of which are not included but are available electronically as noted):

PUR 1000[1]	General Contract Conditions - Incorporated by Reference ¹
PUR 1001[1]	General Instructions to Respondents - Incorporated by Reference ¹
Attachment A	Special Conditions - General Instructions to Respondents
Attachment B	General Instructions for the Preparation and Submission of Proposals
Attachment C	Evaluation for Past Performance
Attachment D	Evaluation Criteria
Attachment E	Reserved
Attachment F	Florida Certified Minority Business Enterprise (CMBE) Subcontracting Utilization Plan ²
Attachment G	Sample Contract
Attachment H	Budget Sheets ²
Attachment I	Supplier Qualifier Report Request ²
Attachment J	Price Sheet
Attachment K	Drug-Free Workplace Certification ²
Attachment L	Payment Coupon for Staff Training ²
Attachment M	Notice of Intent to Attend Solicitation Conference Form (Non-Mandatory)
Attachment N	Notice of Intent to Propose (Non-Mandatory)
Attachment O	Cross Reference Table (Mandatory)
Attachment P	Evaluation Questions/Considerations
Attachment I:	Services to be Provided
Attachment II:	Juvenile Assessment Centers, Multi-Agency Description
Exhibit 1	Invoice
Exhibit 2	Contract Census Report
Exhibit 3	Florida Minority Business Enterprise (MBE) Utilization Report
Exhibit 4	Probation Medical and Mental Health Clearance Form
Exhibit 5	Parent/Responsible Adult Release Affidavit

¹Available at:

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

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

Prospective Providers shall comply fully with the instructions on how to respond to the RFP. Prospective Providers shall label proposals as "**DJJ SOLICITATION # RFP P2090**" 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 opened except by the Department's Contract Administration Unit at the specified date and time.

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 procurement documents. Violation of this provision may be grounds for rejecting a response. All communications from prospective Providers 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 Officer 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/proposal opening. If accommodations are needed because of a disability, please contact the Bureau at (850) 413-0708 at least five business days prior to the meeting.

Sincerely,

Marybeth Le
Procurement Officer

**ATTACHMENT A
GENERAL INSTRUCTIONS TO RESPONDENTS – SPECIAL CONDITIONS**

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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 Officer" 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) "Response" 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 responses accordingly.

3. SUBMISSION OF RESPONSES

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

4. TERMS AND CONDITIONS

All responses 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 response. In submitting its response, 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 response, shall be grounds for rejecting a response.

5. QUESTIONS

Respondents shall address all questions to the Procurement Officer. 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 response the name of any officer, 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 on a contract to provide any goods or services to a public entity;
- (b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submit bids 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; or
- (e) transact business with any public entity.

9. RESPONDENT'S REPRESENTATION AND AUTHORIZATION

In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response 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 response, the respondent, its affiliates, subsidiaries, directors, officers, 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 response.
- (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 section 287.133(1) (a), Florida Statutes), and all directors, officers 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, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - 1) Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged with: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain,

or performing a federal or state or local government transaction or public contract; violation of antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- 2) Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- (h) The product offered by the respondent will conform to the specifications without exception.
- (i) The respondent has read and understands the Contract terms and conditions, 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 response, 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 response.
- (l) 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.

10. **PERFORMANCE QUALIFICATIONS**

The Department reserves the right to investigate or inspect at any time whether the services, qualifications, or facilities offered by respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. 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 response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in 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 Contract, but should the Department elect to do so, respondent is not relieved from fulfilling all Contract requirements.

11. **PUBLIC OPENING**

Responses 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 section 119.07(6), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer 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).

12. **ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD**

On or about the date indicated in Attachment B, the Department shall electronically post a notice of intended award at http://fc.state.fl.us/owa_vbs/owa/vbs_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.

13. **FIRM RESPONSE**

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

14. **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 response.

15. 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 response not submitted in the manner specified by the solicitation documents.

16. 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 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 response or for any work performed before the Contract is effective.

17. 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.

18. 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 responses to a competitive solicitation are public records unless exempt by law. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark that information (for example, placing the material in a separate electronic file, and including "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

19. PROTESTS

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2), Florida Statutes and Rule 28-110, Florida Administrative Code. Questions to the Procurement Officer 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 that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

- (a) Section 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) Section 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, 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 sections 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."

20. CAPTIONS AND NUMBERING

The captions, section numbers, article numbers, title and headings appearing in this Contract 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 Contract, nor in any way effect this Contract and shall not be construed to create a conflict with the provisions of this Contract.

21. CONTACT DURING SOLICITATION

Pursuant to section 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 procurement documents. Violation of this provision may be grounds for rejecting a response.

22. 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.

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

- I. SOLICITATION NUMBER** RFP P2090
- II. SOLICITATION TYPE** Request for Proposals (RFP): A Juvenile Assessment Center (JAC) program for youth, as described in the Services to be Provided (Attachment I). The program shall be located in Region 3, Circuit 13 in a Provider owned or leased building.
- III. PROCUREMENT OFFICE** Marybeth Le, Procurement Officer
Bureau of Contracts
Florida Department of Juvenile Justice
The Knight Building, Suite 1100
2737 Centerview Drive
Tallahassee, Florida 32399-3100
Telephone: (850) 414-2295
E-Mail Address: Marybeth.Le@djj.state.fl.us

IV. GENERAL INFORMATION

A. Calendar of Events

Listed below are the important actions and dates/times by which the actions must be taken or completed. All references to “days” in this document refer to calendar days unless otherwise specified. If the Department finds it necessary to change any of these dates and/or times, the change will be accomplished by an addendum and will be posted on the “MyFlorida” website http://vbs.dms.state.fl.us/vbs/main_menu. All listed times are local time in Tallahassee, Florida.

All meetings in the calendar of events (Solicitation Conference, Evaluator Briefing, Evaluator Debriefing and all conference calls) are open for public attendance.

DATE	TIME	ACTION	WHERE:
Monday 2/21/11	C.O.B.	Release of solicitation	MyFlorida.com web site http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu
Monday 2/28/11	C.O. B.	Solicitation Conference Question Deadline – Last date and time written questions will be accepted for Discussion at Solicitation Conference.	Send to Marybeth.Le@djj.state.fl.us
Thursday 2/24/11	C.O. B.	Deadline for Submission of Intent to Attend Solicitation Conference Form (Attachment M).	Send to Marybeth.Le@djj.state.fl.us
Monday 3/7/11	2:00 P.M.	Solicitation Conference/Conference Call (This is a Public Meeting to be held only upon public request)	Bureau of Contracts Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-866-411-7380 and enter Code 3982071 when directed Agenda can be found on MyFlorida.com web site http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu under the solicitation #.

Tuesday 3/8/11	5:00 P.M.	Final date and time deadline written questions will be accepted. Deadline for Submission of Intent to Propose (Attachment N).	Send to Marybeth.Le@djj.state.fl.us
Tuesday 3/15/11	C.O.B.	Anticipated date that answers to written questions will be posted on the web site	MyFlorida.com web site http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu
Wednesday 3/30/11	10:30 A.M.	Proposals due and opened	Attention: Marybeth Le Department of Juvenile Justice Bureau of Contracts 2737 Centerview Drive, Suite 1100 Tallahassee, FL 32399-3100
Thursday 4/7/11	10:00 A.M.	Evaluation Team Briefing Conference Call (This meeting is open for public attendance)	Bureau of Contracts Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 Conference Call will be available at http://www.djj.state.fl.us/Providers/contracts/conference-calls/index.html within 24 hours of Briefing.
Wednesday 4/27/11	10:00 A.M.	Evaluation Team Debriefing Conference Call (This meeting is open for public attendance)	Bureau of Contracts Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 Conference Call will be available at http://www.djj.state.fl.us/Providers/contracts/conference-calls/index.html within 24 hours of Debriefing.
Thursday 5/5/11	C.O.B.	Anticipated date of posting of Notice of Agency Decision.	MyFlorida.com web site http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu
Friday 7/1/11		Anticipated Contract start date	

- B. Time, Date and Place Proposals are Due
Proposals must be received **NO LATER** than the date and time specified in the Calendar of Events (Section IV. A.), and submitted to the Department of Juvenile Justice (Department or DJJ) at the address identified in Section III.
Caution: 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.
- D. The Department reserves the right to modify non-material terms of the RFP prior to execution of the Contract resulting from this RFP, when such modification is determined to be in the best interest of the State of Florida.
- E. Solicitation Conference
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 proposers' questions and clarify areas of misunderstanding or ambiguity.
If no interest in the solicitation conference is indicated by prospective Providers, 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://fcn.state.fl.us/owa_vbs/owa/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. Prospective Providers interested in the Solicitation Conference shall take note of the following:

1. Notice of "Intent to Attend Conference": Prospective Providers interested in participating in a conference are encouraged to submit a notice of "Intent to Attend Conference" (Attachment M to this RFP) by the date and time specified in the Calendar of Events to the Procurement Officer by fax or e-mail. This is not a mandatory requirement.
 2. Questions for Solicitation Conference: Questions for verbal discussion at the solicitation conference shall be submitted in writing and sent to the Procurement Officer at Marybeth.Le@djj.state.fl.us, or by mail or facsimile (850/414-1625) and shall be received by the date specified for Solicitation Conference Questions in the Calendar of Events (Section IV. A.). The intent of this deadline is to provide the Department sufficient time to prepare answers for discussion at the conference.
 3. Agenda: An Agenda with questions submitted to date by prospective Providers will be posted on the MyFlorida.com website at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu under the solicitation number no less than 24 hours (1 business day) prior to the meeting time.
 4. Conference Call: At the scheduled time of the conference call, prospective Providers shall contact the Bureau of Contracts at 1-866-411-7380 and enter Code 3982071 in the phone.
 5. Final Questions/Inquiries: Final questions after the solicitation conference, or any other inquiries regarding the solicitation, shall be submitted in writing and sent to the Procurement Officer at Marybeth.Le@djj.state.fl.us, or by mail or facsimile (850/414-1625) and shall be received by the date specified for Final Deadline for Questions in the Calendar of Events (Section IV. A.). The Department will not accept questions on this solicitation after close of business on the date specified for Final Deadline for Questions in the Calendar of Events (Section IV. A.). The prospective Provider is responsible for ensuring that the Procurement Officer 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 prospective Provider. Questions shall be submitted in writing in accordance with the deadline for questions in the Calendar of Events. The Department's formal answers to all questions will be posted in the form of an addendum to the solicitation document on the MyFlorida.com website at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu.
 7. Department's Official Answer to Questions: The Department's official response to all written questions will be posted at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu as an addendum to this solicitation on or about the date specified in the Calendar of Events (Section IV. A.).
- F. Evaluator Briefing Session (Conference Call Only)
The Department will hold an Evaluator Briefing Session at the time and date specified in the Calendar of Events. The purpose of the Evaluator's Briefing Session is to ensure that evaluators fully understand the solicitation requirements and the evaluation and scoring process. This is a public meeting; however, no public comments will be accepted.
- G. Evaluator Debriefing Session (Conference Call Only)
The Department will hold an Evaluator Debriefing Session at the time and date 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. This is a public meeting; however, no public comments will be accepted.
- H. On or about the date specified in the Calendar of Events (Section IV. A.), the Department's Notice of Agency Decision will be posted on the "MyFlorida" website http://fcn.state.fl.us/owa_vbs/owa/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 Officer at the telephone number listed in Section III with any questions regarding accessing the website.

V. MANDATORY REQUIREMENTS

The following requirements must be met by the prospective Provider 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 will result in a proposal not being evaluated and rejected as non-responsive.

- A. It is **MANDATORY** that the prospective Provider submits its proposal within the time frame specified in the Calendar of Events (Attachment B, Section IV. A).
- B. It is **MANDATORY** that the prospective Provider draft, and submit a fully completed, originally signed Transmittal Letter that contains all the information required by Section XIX. A.
- C. It is **MANDATORY** that the prospective Provider shall provide a price for the program by returning a completed and signed copy of the Department's Attachment J - Price Sheet. The price evaluated is the proposed "Annual (365 days) Maximum Contract Dollar Amount for All Services". The price must include all services, material and labor necessary to complete the Services to be Provided in Attachment I and II as described in this RFP and the prospective Provider's proposal. The Department will determine the rate based on a fixed price for each facility day (a facility day is defined as one twenty-four hour period, 365 days each year) monthly. This rate shall be expressed as 2 decimal number prices. Any proposal without a completed and signed Attachment J or with a proposed Annual (365 days) Maximum Contract Dollar Amount for All Services exceeding the Annual (365 days) Maximum Contract Dollar Amount for All Services shall be rejected.
- D. It is **MANDATORY** that the prospective Provider submit a completed Attachment H (Budget).
- E. It is **MANDATORY** that the prospective Provider submit a completed Attachment O (Cross Reference Table).
- F. It is **MANDATORY** that the prospective Provider provide financial documentation, as described in section XIX.E.2. of this RFP, that is sufficient to demonstrate its financial viability to perform the Contract resulting from this RFP. Documentation is reviewed on a pass/fail basis. If the prospective Provider fails to pass the option they selected, the proposal shall be rejected as non-responsive and not evaluated further.
- G. It is **MANDATORY** that prospective Providers provide a letter in Volume 1, Tab 4, from the owner or agent of the proposed facility or site that the building or site is available and suitable for use for the program to be procured by this RFP and a letter from the local government(s) that the facility or site complies with any specified comprehensive plan, zoning codes, ordinances and other requirements. If the prospective Provider is unable to obtain a letter, a signed affidavit shall be inserted in its place attesting to the attempt to obtain the letter, and signed by the person who signs Attachment J.
- H. It is **MANDATORY** that prospective Providers provide in Volume 1, Tab 4, information on how or if the facility or site will be renovated, maintained or otherwise made suitable for the Department for this program and provide a timeline for any renovations. If no changes are anticipated, the prospective Provider shall so state.
- I. It is **MANDATORY** that prospective Providers provide a letter from the Sheriff's Office agreeing to provide booking and security services at the Hillsborough JAC.

VI. SOLICITATION INFORMATION

- A. The term "Provider" refers to:
 1. For purposes of Attachment C, "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.
 2. 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.
 3. For all other purposes, the definition shall be as specified in Attachment A, 1.
- B. **NO ELECTRONIC SUBMISSIONS WILL BE ACCEPTED.** Prospective Providers shall submit an original and six (6) copies of their proposal (Volumes 1, 2 and 3), and a 3.5-inch computer disk or CD-ROM that contains the complete proposal saved in Microsoft Word and/or Excel. It is the intention of the Department to use the disk/CD-Rom for purposes of electronic storage of the submission, so it must contain the complete proposal, with the exception of original signatures, the D & B SQR, or Financial Audit Documents (if applicable). One technical proposal (Volume 1) shall be

identified as "Original" on the cover, and shall bear an original signature(s) on the Provider's Transmittal Letter. One financial proposal (Volume 2) shall also be identified as "Original" on the cover and shall bear an original signature(s) on Attachment J – Price Sheet. One Past Performance proposal (Volume 3) shall also be identified as "Original" on the cover. Use of legible reproductions of signed originals is authorized for all other copies of the proposal. See instructions for proposal preparation in Section XIX. And submittal information in Section III. Evaluation and review of the proposal will be based solely on information and documents submitted in the hard copy originals of Volumes 1, 2 and 3, unless otherwise indicated in the RFP.

- C. 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 posted on the website identified above. Prospective Providers are responsible for checking the website for any changes.

VII. PROSPECTIVE PROVIDER QUESTIONS

INFORMATION WILL NOT BE AVAILABLE ORALLY. All inquiries shall be in writing and be sent to the Procurement Officer at Marybeth.Le@djj.state.fl.us, or by mail or by facsimile (850/414-1625) and shall be received by the date specified in the Calendar of Events (Section IV. A.). The prospective Provider is responsible for ensuring that the Procurement Officer 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://fcj.state.fl.us/owa_vbs/owa/vbs_www.search.criteria_form 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 prospective Provider. 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 procurement documents. Violation of this provision may be grounds for rejecting a response.

VIII. NUMBER OF AWARDS

The Department anticipates the issuance of one Contract as a result of this solicitation.

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 Provider. If, for any reason, the intended Provider 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 Provider 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 second ranked prospective Provider 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 second ranked prospective Provider fail to execute a contract, the Department may (1) attempt to contract with the next ranked prospective Provider sequentially until a prospective Provider 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 Provider(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 / e-Pro' link under 'Hot Topics.' Once on the 'MyFloridaMarketPlace' website, click on the 'Online Vendor Registration' 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 :
 1. A business name for each company location (if different from the company name)
 2. A complete address for each location (including details for sending purchase orders, payments, and bills to each location)
 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 Contract is expected to begin on **July 1, 2011**, and shall end at 11:59 P.M. on **June 30, 2016**. 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.

XII. TYPE OF CONTRACT CONTEMPLATED

A fixed price contract is anticipated for program operation. 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 both types of contract are specified in Attachment G, Section VI. FINANCIAL AND TRANSACTIONS AUDIT REQUIREMENTS.

XIV. ANNUAL MAXIMUM CONTRACT DOLLAR AMOUNT

Annual Maximum Contract Dollar Amount	\$923,606.95
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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. For terms of less than one (1) year, the amount will be pro-rated. The Department is not liable for payment for any extra day created by a leap year, unless specifically appropriated by the Legislature.

IT IS A MANDATORY REQUIREMENT THAT THE ANNUAL MAXIMUM PRICE PROPOSED FOR PROGRAM OPERATIONS ON ATTACHMENT J IS AT OR BELOW THE ANNUAL (365 DAYS) MAXIMUM CONTRACT DOLLAR AMOUNT FOR ALL SERVICES.

XV. OPTIONS

The Department reserves the right to exercise one or more options in the Options language in the event the Department’s needs for non-residential programming change. The Department will allow the Provider thirty (30) days to assess any requested increased units of service or changes in services. If agreed upon by both parties, the Provider shall submit to the Department, in writing, an implementation plan to accommodate the proposed increased units of service or changes in services. Upon Department approval of the implementation plan, any increased units of service or changes in services shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Changes agreed to under these options may result in a change to the Maximum Contract Dollar Amount.

Section V. Option for Increased Units of Service

The Department has the option to modify the Contract, by exercising the option to increase units of service by an amount not to exceed an additional fifty percent (50%) of the base number of units of service in the original Contract. Any increase in units of service shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Delivery of additional units of service shall be upon the terms, conditions and rate agreed in the exercise of the options of this Contract.

- B. Option for Changes in Contract Services

The Department has the option to modify the Contract, including adding or reducing services and/or program capacity, and changing the restrictiveness level, gender type served in the program or location of the program during the Contract term. The optioned services may not commence before execution of the amendment. Delivery of changed services shall be upon the terms, conditions and rate agreed in the exercise of the options of this Contract.

XVI. SUBCONTRACTING

The prospective Provider 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 prospective Providers use all subcontracting opportunities afforded by this solicitation to embrace diversity. The award of subcontracts by prospective Providers 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.

XVII. FAITH-BASED NON-DISCRIMINATION CLAUSE

Pursuant to section 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.

XVIII. 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.

XIX. 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 prospective Provider to provide any of the information required in the hard copy of either Volume 1 (the Technical Proposal), Volume 2 (the Financial Proposal) or Volume 3 (Past Performance) 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:

Section V. Transmittal Letter – Volume 1, Tab 1

It is **MANDATORY** that the proposal contain a fully completed transmittal letter that must be drafted, signed and submitted on Provider letterhead by an individual who has the authority to bind the prospective Provider and provide:

1. The Provider's official name (the company name), address, telephone number, the name and title of the Provider official who will sign any contract, (this individual shall have the authority to bind the prospective Provider and shall be available to be contacted by telephone or attend meetings, as may be appropriate regarding the solicitation), Federal Employee Identification Number (including the State of Florida Vendor Sequence Number), and DUNS Number. The company name and DUNS Number must match the company name and DUNS number on the SQR.
2. The name, title, address, telephone number, and e-mail address of the prospective Provider's Contract Manager;
3. If the proposing entity is a "DBA" or "Doing Business As", the prospective Provider shall state the reason for it.
4. The statement: "On behalf of (insert Provider's name), this letter certifies that the prospective Provider agrees to all terms and conditions contained in the Request for Proposal for which this proposal is submitted."

5. The statement: “On behalf of (insert Provider’s name), this letter certifies that the prospective Provider 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 prospective Provider is unable to certify to any part of this statement, such prospective Provider shall include an explanation in the transmittal letter.
 6. The statement: “On behalf of (insert Provider’s name), this letter certifies that neither the prospective Provider 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 officer or as provided in the solicitation documents.”
 7. The statement: “On behalf of (insert Provider’s name), this letter certifies that the prospective Provider agrees to be responsible for the reporting of all admissions and releases in the Juvenile Justice Information System (JJIS) within 24 hours of the admission/release and for updating the projected release dates of youth at a minimum of once per week if required by this RFP.
- B. Cross Reference Table Volume 1, Tab 1 In order to assist the prospective Provider in its development of a responsive proposal and to facilitate proposal evaluation by the Department, the prospective Provider shall provide a table that cross-references the contents of its proposal with the contents of the RFP. See Attachment O to this RFP for the cross reference table. This is a **MANDATORY** requirement. The prospective Providers shall insert the cross reference table in Volume 1, Tab 1, just after the Part A – Transmittal Letter.
- Section V. Certificate of a Drug-Free Workplace – Volume 1, Tab 2
The proposal may contain the certification of a drug-free workplace in accordance with section 287.087, Florida Statutes, if desired by the Provider; 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.djj.state.fl.us/providers/contracts/index.html>
- Section V. Technical Proposal – Volume 1, Tabs 3 – 5
The Technical Proposal (described below in paragraphs 1-4) shall be prepared in the format listed below utilizing 8.5” x 11” paper with one-inch margins top, bottom, and sides. Each prospective Provider shall limit the Technical Proposal’s narrative to no more than 60 (sixty) 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 60 (sixty) page limitation established for the Technical Proposal. The Technical Proposal package shall contain the following sections in the following sequence:
- Section V. Introductory Statement – Volume 1, Tab 3
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. Management Capability- Services
 - 1) This section shall identify the prospective Provider’s company structure as to whether the prospective Provider is a partnership, corporation, limited liability corporation, sole proprietorship, etc. and the for profit or not-for-profit status of the company.
 - 2) This section shall identify the status of the company proposing; if the prospective Provider is a parent company with subsidiaries, a subsidiary, a “DBA” entity, branch or division.
 - 3) This section shall provide proof that the prospective Provider is registered to do business in Florida evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida’s, Secretary of State’s Office). In addition, the prospective Provider’s corporate charter number or fictitious name file number, if applicable, must be provided as well as assurances

that, if necessary, any subcontractors proposed will also be licensed to do business in Florida.

- 4) This section shall reasonably and logically identify the management approach to plan, control, and manage the program, in accordance with requirements identified in Attachment I, Services to be Provided.
- 5) This section shall also identify how the prospective Provider's organizational structure provides the capability to perform the services required.
- 6) An organizational chart for the Provider and one for the Program shall be included.

b. Management Capability-Provider-owned or leased

- 1) The prospective Provider is responsible for providing a facility for the program. The facility shall have adequate space to provide the services specified in Attachment I and space for maintaining confidential records is required. The Department may conduct a site visit of the proposed facility before Contract execution to determine if the facility meets these requirements.

c. Management Capability – Options

In this section, the prospective Provider shall identify its capabilities to meet the requirements of Section XV. Options. The prospective Provider shall define the amount of space available if the Department exercises the option of additional units of service. The prospective Provider shall also define its capacity to respond to changes in Contract services.

3. Program Services – Volume 1, Tab 5

This section shall include a detailed description of the prospective Provider's approach to providing the services required by this RFP. The prospective Provider shall explicitly address all Department requirements specified in Attachment I and II. In addition, the Provider shall provide the documentation as requested and outlined in Attachment O, the Cross Reference Table. PLEASE NOTE THAT IT IS INSUFFICIENT FOR PROPOSALS TO MERELY RECITE OR REITERATE THE SERVICES TO BE PROVIDED.

E. Financial Proposal (Volume 2)

1. Price – Volume 2, Tab 1

- a. It is **MANDATORY** that the prospective Provider shall provide a price for the program by returning a completed and signed copy of the Department's Attachment J – Price Sheet. The price evaluated is the proposed "Annual Maximum Program Operations Amount." The total contract price must include all services, material and labor necessary to complete the Services to be Provided in Attachment I and II, as described in this RFP and the prospective Provider's proposal. The Department will determine the rate based on a fixed price for each facility day (a facility day is defined as one twenty-four hour period, 365 days each year) monthly. This rate shall be expressed as 2 decimal number prices. Any proposal without a completed and signed Attachment J or with a proposed annual (365 days) maximum Contract dollar amount for all services exceeding the Annual (365 days) Maximum Contract Dollar Amount for All Services shall be rejected.
- b. It is **MANDATORY** that the prospective Provider submit a completed and signed Attachment J that proposes an annual contract dollar amount at or below the annual maximum contract dollar amount stated in the RFP. Any proposal without a completed and signed Attachment J or with a proposed annual contract dollar amount exceeding the annual maximum contract dollar amount will be rejected.
- c. It is **MANDATORY** that the prospective Provider complete and submit Attachment H (Budget) in Tab 1 of Volume 2, available at: <http://www.djj.state.fl.us/providers/contracts>.

2. Financial Viability Documentation – Volume 2, Tab 2

- a. It is **MANDATORY** that the prospective Provider submit financial documentation for either **Option # 1** or **Option # 2** outlined below, to allow the Department to sufficiently determine financial viability of the Provider to perform the Contract resulting from this RFP. Failure to provide either option will result in disqualification of the response.

1 Option #1: - D & B Supplier Qualifier Report

If selecting this option, the prospective Provider shall submit a copy of the Dun & Bradstreet Supplier Qualifier Report reflecting an SER rating dated within 60 days of the release of this RFP. The prospective Provider's company name and DUNS Number must match the company name and DUNS number on the SQR. The prospective Provider may request the report from D&B at: <http://www.djj.state.fl.us/providers/contracts/index.html>. Click "Attachment I – Supplier Qualifier Report Request" and follow the directions there. The prospective Provider shall pay D&B to send the Supplier Qualifier Report (SQR) to the prospective Provider and the Department through electronic means. The cost of the preparation of the D&B report shall be the responsibility of the prospective Provider. In addition, it is the duty of the prospective Provider to ensure the timely submission of a D&B report that accurately reflects the proposing entity. If the Department cannot determine on the face of the documents that the SQR report is that of the proposing entity, then the Department may disqualify the submission. Prospective Providers are advised to allow sufficient time before the proposal due date for the D&B processing.

OR

2 Option #2: Financial Audits

If selecting this option, the prospective Provider shall submit the most recent available and applicable financial documentation that shall include the most recently issued audited financial statement (or if unaudited, reviewed financial statements, in accordance with "Statements for Accounting and Review Services" issued by the American Institute of Certified Public Accountants (SSARS). If the balance sheet date of the most recent, available audited or reviewed financial statements are earlier than 16 months from the issue date of the RFP, the Provider must provide compiled financial statements in accordance with SSARS, with a balance sheet date no earlier than 6 months from the date of the RFP, along with the most recently issued or reviewed financial statements, with a balance sheet date no earlier than 24 months of the issue date of the RFP. The Department shall use its discretion in utilizing one or both financial statements to determine the given ratios and other financial information. The financial statements shall include the following:

- a) The accountant's reports on the financial statements;
- b) Balance sheet;
- c) Statement of income or activities;
- d) Statement of retained earnings (except for non-profit organizations);
- e) Statement of cash flows;
- f) Notes to financial statements;
- g) Any written management letter issued by the auditor to the prospective Provider's management, its board of directors or the audit committee, or, if no management letter was written, a letter from the auditor, stating that no management letter was issued and that there were no material weaknesses or significant deficiencies in internal control; and
- h) If the prospective Provider is subject to the Federal Single Audit Act (for programs operating in the State of Florida) or the Florida Single Audit Act, include a copy of the most recently issued: Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements performed in Accordance with Government Auditing Standards; and Report on Compliance with Requirements Applicable to Each Major Program and State Project and on Internal Control over Compliance in Accordance with OMB Circular A-133 and Florida Single Audit Act:

OR

- i) If the prospective Provider is a sole proprietor or non-corporate entity, the prospective Provider shall provide financial documentation that is sufficient for DJJ staff to determine the financial ratios, revenues, and equity indicated in Option 2 criteria including applicable financial statements, income tax returns and other documents.
- j) Failure to provide any of the aforementioned financial information may result in response disqualification.

The Department acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the prospective Provider is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided.

The Department also acknowledges that a prospective Provider may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the prospective Provider has the financial capability of performing the contract to be issued pursuant to this RFP. The prospective Provider MUST provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the prospective Provider itself. At the Department's discretion, the consolidated financial information from a parent company that was submitted in lieu of the prospective Provider's financial information may be utilized.

If a prospective Provider submits a financial audit which is determined to have passed the financial viability criteria, the Department's Bureau of Contracts will provide a letter to the Provider that can be submitted in lieu of resubmitting financial audits/financial documentation in a future procurement, as long as the future RFP's due date is within 12 month of the Provider's last audited financial statement.

3. Certified Minority Business (CMBE) Utilization Plan – Volume 2, Tab 3

The prospective Provider shall describe its plan and/or methods to encourage diversity and utilize minority businesses in the performance of the services described in this solicitation. The information provided in this section shall address the plan described in the Attachment F – available at: <http://www.djj.state.fl.us/providers/contracts/index.html> of the RFP. The prospective Provider shall also include documentation supporting the CMBE Plan, for each Florida CMBE listed on Attachment F, available at: <http://www.djj.state.fl.us/providers/contracts/index.html>, that the prospective Provider intends to utilize in the program procured. Florida CMBEs must meet all CMBE eligibility criteria and be certified as a CMBE by the Office of Supplier Diversity (OSD) of the Florida Department of Management Services. The documentation shall be a 1-page letter supplied by the CMBE on its letterhead stationery, stating the intent of the CMBE to participate in the program and clearly identifying the Department Solicitation Number. No points will be awarded for the CMBE Utilization Plan.

F. Past Performance – (Volume 3)

1. The purpose of this section is for the prospective Provider to demonstrate its knowledge and experience in operating similar programs by providing information requested on Attachment C, Part I, II and/or III.
2. Each prospective Provider shall limit the Past Performance section to no more than 15 pages. These pages shall include the information requested on Attachment C, Parts I, II, and/or III and all required supporting documentation.
 - a. The prospective Provider shall provide, if applicable, the information requested on Attachment C, Parts I, II, and/or III, regarding its past performance in the State of Florida, information regarding programs operated by the prospective Provider that have attained professional accreditation, and information regarding past performance in the United States outside of the State of Florida.
 - b. The prospective Provider shall attach dated supporting documentation for Part II and/or III, if applicable.

- c. Failure to provide the information requested in Attachment C Part II and/or III for this RFP or supporting documentation, if applicable, shall result in a zero (0) score for that Part.
- d. All documentation provided for Parts II or III of Attachment C must include the start and end dates, be current dated and valid at least through the start date of the Contract that results from this RFP. The documentation must state that the program is a non-residential juvenile program and that it is run by the prospective Provider. The Department is not responsible for research to clarify the prospective Provider's documentation.
- e. Prospective Providers shall include the information requested in Attachment C, Part I, II and/or III for this RFP and the required supporting documents in Volume III. Further instructions on how to complete this section may be found in Attachment C.

G. Mailing Label

Prospective Providers 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. Prospective Providers shall complete the information on the label prior to affixing the label.

DJJ SOLICITATION # RFP P2090
DATE DUE: <u>March 30, 2011</u> TIME: <u>10:30 A.M.</u>
ENVELOPE/BOX # _____ OF _____ ENVELOPE(S)/BOX(ES)
Florida Department of Juvenile Justice Attn: Bureau of Contracts Marybeth Le, Procurement Officer 2737 Centerview Drive, Suite 1100 Tallahassee, FL 32399-3100

ATTACHMENT C

EVALUATION OF PAST PERFORMANCE FOR NON-RESIDENTIAL PROGRAMS

This attachment only considers the past performance of the prospective Provider as defined in Section VI of Attachment B. All documentation provided for Parts II or III of Attachment C must include the start and end dates, be current dated and valid at least through the start date of the Contract that results from this RFP. The documentation shall also state that the program cited is a non-residential juvenile program and that it is operated by the prospective Provider. The Department will verify all information received but is not responsible for research to provide information not submitted and documented by the prospective Provider, unless otherwise noted. Failure to provide the required supporting information for Parts II or III of the attachment shall result in a score of zero (0) for that Part.

If the prospective Provider operates or has operated a juvenile justice non-residential program within the past year from the date of RFP issuance and has received Florida Department of Juvenile Justice Quality Assurance (QA) Reviews and/or recidivism rate results for its non-residential programs, that prospective Provider shall complete Parts I and III and list all programs. Only scores from Parts I and III shall be considered for these prospective Providers. To complete Part 1 of Attachment C, the prospective Provider shall list all non-residential program information requested for each category. This information will be verified by the Department. Any inaccurate or omitted information in Part I of Attachment C will be corrected by the Department.

All other prospective Providers shall provide the information requested in Parts II and III. Only scores from Part II and III shall be considered for these prospective Providers. All documentation provided for Parts II or III of Attachment C must include the information noted in paragraph 1 above. Failure to provide the required supporting information for Parts II or III of the attachment in the hard copy of the proposal shall result in a score of zero (0) for that Part.

Prospective Providers shall submit Attachment C information and documents for this RFP in the hard copy of Volume 3. Past Performance documents submitted in other sections of the proposal will receive a zero (0) score for Past Performance.

Total Available Points for Past Performance:

PART I – EVALUATION FOR PAST PERFORMANCE IN FLORIDA

•Average QA	200 points	For Programs that received a Quality Assurance Review prior to 2007: Up to 75 points for Performance scores and up to 25 points for Compliance Scores for a total of 100. For Programs that received a Quality Assurance Review in 2007 or later: up to 100 points for Performance scores for a total of 100. Scores are determined by averaging all program Quality Assurance scores. The final score is multiplied by 2. Programs with a failed score will receive a score of 0 (zero), to be averaged into the score. To complete Attachment C, Part 1, indicate in Column 1 (Program Name) the year of the most recent Quality Assurance Review. If the year is 2007 or later, please place NA in the column for Compliance Scores for that program.
•Deemed Status	20 points	For Juvenile Justice non-residential commitment programs holding “deemed status” as defined in FDJJ 1720P at the date of RFP issuance, 10 points per program, up to 20 points.
•Failure to Report Reportable Incidents	-20 points	Points shall be deducted at increments of 4 points for each incident for a maximum deduction of 20 points.

•Combined Success Rate (Percentage of youth who do not recidivate)	200 points	Points are awarded based on the combination of successful youth program completions, and the percentage of youth who do not recidivate.
•Cure Notices	-20 points	20 point deduction for Providers receiving a Cure Notice after November 15, 2010 and are successful in completion and compliance within the initial deadline established in the notice.
	-40 points	40 point deduction for Providers receiving a Cure Notice after November 15, 2010, and are successful in completion and compliance after one or more extensions of the deadline established in the notice.
TOTAL	420 POINTS	

PART II – EVALUATION FOR PAST PERFORMANCE IN THE UNITED STATES OUTSIDE OF FLORIDA

•Out of State	240 points	Prospective Providers completing Attachment C Part II can receive 40 points for up to 6 (six) programs in states other than Florida which have been determined to be in good standing or compliance with that state’s monitoring system. All supporting documentation must be provided in order to receive these points. All documentation provided for Part II of Attachment C must include the start and end dates, be current dated, establish that the program is a non-residential juvenile program and that the prospective Provider ran the program.
	-160 points	Points shall be deducted for up to four (4) programs in states other than Florida, which have been determined to be “below average or failure” by the monitoring system of the contracting government agency.
TOTAL	240 POINTS	

PART III – EVALUATION FOR PROFESSIONAL ACCREDITATION IN THE UNITED STATES

•Certifications	60 points	20 points for each program that is currently accredited by the organizations mentioned in Part III. All supporting documentation must be provided. All documentation provided for Part III of Attachment C must include the start and end dates, be current dated, establish that the program is a non-residential juvenile program and that the prospective Provider ran the program.
TOTAL	60 POINTS	

TOTAL AVAILABLE POINTS FOR PARTS I AND III = 480

TOTAL AVAILABLE POINTS FOR PARTS II AND III = 300

PART II: EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE IN THE UNITED STATES OUTSIDE OF FLORIDA

Within the last three calendar years (including the year of RFP issuance), has the prospective Provider operated one or more juvenile justice non-residential programs contracted by a government entity within the United States (or its territories) outside the State of Florida for a period of more than one year and received recognition as being *compliant* and or *in good standing* by the monitoring system of the contracting government agency? Documentation from the contracting governmental agency must be submitted in order for points to be scored under this section. This documentation must be a monitoring report(s) with a rating scale that identifies the programs as being *compliant* and/or *in good standing*. The prospective Provider may submit only the executive summary of the report or evidence of a rating scale that identifies the program as being compliant and/or in good standing. The Provider will ensure the submission contains the required information and does not exceed the RFP requirement for total number of pages submitted. Personal assessments or letters of recommendation will not be accepted.

Yes _____ No _____

Calendar Year _____			
Name of Program _____ (20)		Name of Program _____ (20)	
Provider Name on the Contract _____		Provider Name on Contract _____	
DUNS# _____		DUNS# _____	

Calendar Year _____			
Name of Program _____ (20)		Name of Program _____ (20)	
Provider Name on the Contract _____		Provider Name on Contract _____	
DUNS# _____		DUNS# _____	

Calendar Year _____			
Name of Program _____ (20)		Name of Program _____ (20)	
Provider Name on the Contract _____		Provider Name on Contract _____	
DUNS# _____		DUNS# _____	

Within the last three calendar years (including the year of RFP issuance), has the prospective Provider operated one or more juvenile justice non-residential programs contracted by a government entity within the United States (or its territories) outside the State of Florida for a period of more than one year and received a rating of *below average* or *failure* by the monitoring system of the contracting government agency? Each such program is negatively assessed twenty (20) points.

Yes _____ No _____

Calendar Year _____			
Name of Program _____ (20)		Name of Program _____ (20)	
Provider Name on the Contract _____		Provider Name on Contract _____	
DUNS# _____		DUNS# _____	

Calendar Year _____			
Name of Program _____ (20)		Name of Program _____ (20)	
Provider Name on the Contract _____		Provider Name on Contract _____	
DUNS# _____		DUNS# _____	

PART III: Evaluation Questionnaire for Accreditation in the United States

The following is a brief description of the four (4) accreditation organizations considered eligible to receive points for this section.

American Correctional Association (ACA)

Accredits correctional agencies/facilities that hold at least one of the following: 1) pretrial or pre-sentence adults or juveniles; convicted adults or juveniles adjudicated delinquent; and/or adult or juvenile offenders sentenced to community supervision.

The accreditation certificate states the Facility (Organization Name), and does not list the programs within that facility. The accreditation certificate will identify the type of facility/program for which it is being accredited (i.e., Juvenile Correction Facility, Juvenile Community Residential Facility). There are some accreditation certificates that are awarded specifically to programs found within facilities. The only applicable example for the Department of a program that is eligible for individual program accreditation is Therapeutic Communities.

Defines a “program” as the plan or system through which a correction agency works to meet its goals; *often this program requires a distinct physical setting* such as a correction institution, community residential facility, group home or foster home. On the ACA Compliance Report, it states “Facility/Program.”

Evidence of Accreditation: Accreditation certificate.

Commission on Accreditation of Rehabilitation Facilities (CARF)

Accredits human service providers and networks (provider organizations) for their specific programs and services.

The organization is provided a main accreditation certificate (organization’s name, which is the main physical site name) and it will list all programs/services accredited at all locations. When certificates are requested for additional physical sites, the certificates will list the organization’s name (the main physical site name), the additional physical site name, and the programs for that site location only.

Defines a “program” as a system of activities performed for the benefit of persons served; a subunit of the Customer Service categories.

Evidence of Accreditation: An official notification letter and an accreditation certificate.

Council on Accreditation (COA)

Accredits child- and family-service and behavioral healthcare organizations. Originally known as an accrediting body for family and children’s agencies, COA currently accredits 38 different service areas and over 60 types of programs. Among the service areas are substance abuse treatment, adult day care, services for the homeless, foster care, and inter-country adoption. Organizations are eligible for COA accreditation if they provide human services. An organization that does not provide human services, but where its consumers (communities, stakeholders, members, other organizations, or agencies) provide human services may also be eligible for accreditation.

COA accredits organizations and services, not specific programs. COA accreditation applies to the entire organization and the services that it provides. An organization’s accreditation includes all of its programs that fall under the service areas listed in the COA letter. COA does not separately accredit services provided in residential and non-residential settings, nor does it separately accredit services provided to adults or juveniles.

Defines a “program” as a system of services offered by an organization. For example, an organization providing a mental health service may offer several mental health programs to different populations, e.g., a mental health program for adolescent teens. The word “program” can be used interchangeably with the word “service” or to describe specific programs.

Evidence of Accreditation: An email communication stating that the organization has achieved accreditation (sent within 7 days of the decision being made); a formal notification letter (sent within 2 weeks); a plaque; and a Final Accreditation Report (FAR), which provides a complete set of ratings for all applicable standards, as well as a list of the organization’s strengths and areas for improvement (45 days after receiving the formal notification letter).

Joint Commission (Formerly JCAHO)

Evaluates and accredits healthcare organizations and programs.

An organization will receive an accreditation certificate with the organization's name and the program or service that was accredited. The organization receives a stand-alone certificate for each of its individual programs/services that were accredited.

If you visit the Joint Commission's "Quality Check" website, it will tell you: 1) if an organization is accredited or not, and for which programs/services; 2) detailed information about the individual program/service area that was accredited; and 3) list an organization's physical site locations and the accredited programs/services areas per location.

Defines a "program" in terms of health care settings.

Evidence of Accreditation: An official accreditation report and an official accreditation decision.

Does the prospective Provider currently operate or perform a non-residential juvenile justice program ("accredited entity") in the United States which is being offered as a part of its RFP proposal, AND is that accredited entity in good standing and without restrictions by:

- (1) American Correctional Association (ACA);
- (2) Commission on Accreditation of Rehabilitation Facilities (CARF);
- (3) Council on Accreditation (COA); or
- (4) Joint Commission (Formerly JCAHO).

Prospective Provider Check one: Yes _____ No _____

Prospective Provider's failure to provide ALL of the required documentation, for an accredited entity submitted for consideration for points for this section, will result in zero (0) points being awarded for that particular accredited entity.

The Department is not responsible for conducting research to clarify the prospective Provider's documentation.

Twenty (20) points are awarded for EACH accredited entity that submits the required documents and that addresses the criteria to the satisfaction of the evaluator. EACH accredited entity evaluated will either receive all twenty (20) points that are available or zero (0) points.

However, a maximum of three (3) accredited entities' documentation will be evaluated for this section.

Maximum number of points available for this section: 60 points.

Prospective Provider: Complete Items A) and B):

Please remember that the term "accredited entity" refers to the accredited juvenile justice organization, program, facility, and/or service due to the differing definitions used by the four (4) accreditation organizations described above.

A) The name of the prospective Provider organization as stated on the proposal:

Name _____

B) Name of Accredited Entity #1 (submitted for consideration for points in this section):

Section V. _____

Name of Accredited Entity #2 (submitted for consideration for points in this section):

2. _____

Name of Accredited Entity #3 (submitted for consideration for points in this section):

3. _____

If the Accredited Entity #1, #2, and/or #3's name is the same as the prospective Provider organization's name (as stated on the proposal), repeat that name, where appropriate.

ATTACHMENT D EVALUATION CRITERIA

	MAXIMUM POINTS PER SECTION	
	<i>Prospective Providers who operate contracted DJJ non- residential programs in Florida</i>	<i>Prospective Providers who do NOT operate DJJ contracted non- residential programs in Florida</i>
A. <u>Transmittal Letter (MANDATORY REQUIREMENT)</u>	0	0
B. <u>Technical Proposal – Volume 1</u>		
1. <i>Introductory Statement</i>	0	0
2. <i>Management Capability</i>	125	125
3. <i>Program Services</i>	900	900
C. <u>Financial Proposal – Volume 2</u>		
1. <i>Price (as stated in Attachment J)</i>	200	200
2. <i>Financial Viability Documents (Option 1 or 2) MANDATORY</i>	0	0
D. <u>Past Performance – Volume 3</u>	480	300
TOTAL MAXIMUM POINTS AVAILABLE	1705	1525

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 PROSPECTIVE PROVIDER'S PROPOSAL WILL BE BASED SOLELY ON THE HARD COPIES OF VOLUMES 1, 2 AND 3, UNLESS OTHERWISE NOTED IN THIS RFP.

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

Section V. Transmittal Letter

Proposals will be rejected as non-responsive if a transmittal letter is not drafted, signed and submitted by an authorized representative of the prospective Provider and contain the information required by Attachment B, Section XIX. A. This is a **MANDATORY** requirement (see Attachment B, Section V.) of the RFP; however, no points will be awarded.

B. Technical Proposal

The Management Capability and Program Services 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:		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 Provider's understanding of the requirements for the component specified or the ability to provide the service.
Not Addressed	0	The Provider's proposal does not address the service component(s) specified, or the evaluator is not able to locate the information in the Provider's proposal.

Section V. Management Capability

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

C. Financial Proposal

1. Price Evaluation Criteria

- a. The score for price will be based upon the lowest "Annual Maximum Price Proposed for Program Operations" submitted on Attachment J by all prospective Providers. The total available points for price is 200 points. Therefore, the prospective Provider who submits the lowest Annual (365 days) Maximum Contract Dollar Amount for All Services shall receive 200 points. Total price for the purposes of evaluation shall be the Annual Maximum Contract Dollar Amount multiplied by the term of the Contract. 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 prospective Provider will receive a score of 180 points (i.e., 200 points minus 10% of 200 [or 20 points] equals 180 points). No points will be awarded based on either the unfilled rate or the renewal amount.
- b. It is **MANDATORY** that the prospective Provider submit a completed and signed Attachment J that proposes an Annual (365 days) Maximum Contract Dollar Amount for All Services at or below the Annual (365 days) Maximum Contract Dollar Amount for All Services stated in the RFP. Any proposal without a completed and signed Attachment J or with a proposed annual (365 days) maximum Contract dollar amount for all services exceeding the Annual (365 days) Maximum Contract Dollar Amount for All Services shall be rejected.

2. Financial Viability Criteria:

- a. It is **MANDATORY** that the prospective Provider provide financial documentation, as described in section XIX.E.2. of this RFP, that is sufficient to demonstrate its financial viability to perform the Contract resulting from this RFP. Documentation is reviewed on a pass/fail basis. If the prospective Provider fails to pass the option they selected, the proposal shall be rejected as non-responsive and not evaluated further.

- b. Based on the option elected by the prospective Provider the Department will utilize one of the following criteria to determine financial viability to perform a contract resulting from this RFP:
- 1) Option #1 D & B Supplier Evaluation Risk (SER) Evaluation Criteria
Dunn & Bradstreet Supplier Evaluation Risk (SER) score must be ≤ 5 (on a scale of 1-10). The SER score is provided by D & B on the Supplier Qualifier Report (SQR) which must be requested by the Prospective Provider.
 - 2) Option #2 Financial Audit Documentation Criteria
A Certified Public Accountant (CPA) employed by DJJ will review the Provider's financial documentation and assess all of following criteria. At least two of the following four minimum acceptable standards shall be met, one of which must be item 3) or 4) below:
 - a) Current ratio: $\geq 1.0:1$ or (1.0)
Computation: $\text{Total current assets} \div \text{total current liabilities}$
 - b) Debt to tangible net worth: $\leq 6:1$
Computation: $\text{Total liabilities} \div \text{tangible net worth (net worth minus intangible assets)}$
 - c) Minimum existing sales: \geq the maximum annual contract dollar amount as stated in this RFP which is defined as \$XXXXXXXXXX.
 - d) Total equity: $\geq 10\%$ of minimum sales or revenue as determined in 3. Above

Section V. Past Performance

Criteria for the scoring of Past Performance are explained in Attachment C.

Section V. Maximum Points Available

Providers who operate Department contracted non-residential programs in Florida can achieve a maximum score of 1705 points. Providers who do not operate Department contracted non-residential programs in Florida can achieve a maximum score of 1525 points.

**ATTACHMENT G IS FOR INFORMATION PURPOSES ONLY AND WILL BE CHANGED AND COMPLETED
AFTER AWARD.**

**ATTACHMENT G
CONTRACT**

THIS CONTRACT is entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE** (hereinafter referred to as the “**Department**”), whose address is **2737 CENTERVIEW DRIVE, TALLAHASSEE, FLORIDA 32399-3100** and **[PROVIDER NAME]** (hereinafter referred to as the “**Provider**”), whose address is **[PROVIDER ADDRESS]**, to provide **[SERVICES]**.

In consideration of the mutual benefits to be derived from performance under this Contract, the Department and the Provider do hereby agree:

I. PERFORMANCE

- A. The Provider shall provide services in accordance with the terms and conditions specified in this Contract including all attachments and exhibits, which constitute this Contract document.
- B. The Provider shall provide units of deliverables, including, but not limited to, reports, services and findings, as specified in this Contract, which must be received and accepted by the Department's Contract Manager in writing prior to payment.

II. GOVERNING AUTHORITY

The references listed below are included in the Contract for convenience only and do not change, modify, or limit any right or obligation of this Contract and any applicable local, state, federal laws, rules, regulations, and codes.

- A. State of Florida: This Contract is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws. Each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity. The remainder of any such provision and the remaining provisions of this Contract shall remain fully effective and valid. Venue for any proceeding regarding this Contract shall be in Leon County, Florida.

- 1. Environmental Protection

- a. It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this Contract shall be procured in accordance with the provision of Section 403.7065, Florida Statutes.
- b. The Provider shall comply with Rule 62-730.160, Florida Administrative Code, regarding the production and handling of any hazardous waste generated under this Contract.

- 2. Public Records Access

The Provider agrees to allow access and review of all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance in connection with the transaction of official business by any agency as defined in subsection 119.011(12), Florida Statutes. All said documents made or received by the Provider in conjunction with this Contract shall be made available, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

- B. Federal Law

- 1. If this Contract contains federal funds, the Provider shall comply with the provisions of 45 CFR Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
- 2. If this Contract contains federal funds and is over \$100,000, the Provider shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C.7401 et seq), section 508 of the Federal Water Pollution Act, as amended (33 U.S.C. 1251 et seq), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

3. The Provider agrees no federal funds received in connection with this Contract may be used by the Provider, or an agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature pursuant to sections 11.062 and 216.347, Florida Statutes.
4. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of 274A(e) of the Immigration and Nationality Act (8U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. 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. Violation of such shall be cause for unilateral cancellation of this Contract by the Department. The Provider shall be responsible for including this provision in all subcontracts issued as a result of this Contract.
5. If this Contract contains in excess of \$10,000 in federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, as supplemented in the Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
6. If this Contract contains federal funds and provides services to children up to the age of 18, the Provider shall comply with the Pro Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
7. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35, Part 38 and Part 39.

III. CONTRACT TERMS AND METHOD OF PAYMENT

- A. Contract Term (include renewal options if applicable)
 1. This Contract shall begin on (start date), or upon full execution, whichever is later, and shall end at 11:59 P.M. on (end date). In the event the parties sign this Contract on different dates, the latter date shall be the effective date.
 2. 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 three 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, subject to the availability of funds and other factors deemed relevant by the Department.
 3. Modifications or amendment of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed by all parties observing all the formalities of the original Contract.
- B. Method of Payment
 The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract. Furthermore, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The parties agree that the Department is not liable for payment for any extra day created by leap year, unless specifically appropriated by the legislature, and is only responsible for payments as specified below.
 - Section V. Contract Amount
 Total compensation under this Contract shall not exceed [\$XXXXXX].
INSERT FORMULA (COMPLETED BY THE BUREAU OF CONTRACTS)
 2. Payment and Submission of the Final Invoice
 The Provider shall submit the final invoice for payment to the Department no later than forty-five (45) days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payments are forfeited and the Department will not honor any requests submitted after the above time period. Any payment due under the terms of this Contract

may be withheld until the Provider complies with the requirements of this Contract, including submittal of all reports due from the Provider and the return of all Department-furnished property. Invoices for reimbursement, fees, and/or compensation for services or expenses must be submitted in sufficient detail to conduct a proper pre-audit and post-audit.

3. Travel

Where itemized payment for travel expenses are permitted by this Contract, the Provider shall submit an invoice in accordance with section 112.061, Florida Statutes, or at lower rates as may be provided in this Contract.

4. Options

The Department reserves the right to exercise one or more options (a. or b. below) in the event the Department's needs for programming change. The Department will allow the Provider thirty (30) days to assess any requested increased units of service or changes in services. If agreed upon by both parties, the Provider shall submit to the Department, in writing, an implementation plan to accommodate the proposed increased units of service or changes in services. Upon Department approval of the implementation plan, any increased units of service or changes in services shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Changes agreed to under these options may result in a change to the Maximum Contract Dollar Amount.

Section V.

Option

for Increased Units of Service

The Department has the option to modify the Contract, by exercising the option to increase units of service by an amount not to exceed an additional fifty percent (50%) of the base number of units of service in the original Contract. Any increase in units of service shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Delivery of additional units of service shall be upon the terms, conditions and rate agreed in the exercise of the options of this Contract.

Section V.

Option

for changes in Contract Services

The Department has the option to modify the Contract, including adding or reducing services and/or program capacity, and changing the restrictiveness level, gender type served in the program or location of the program during the Contract term. The optioned services shall be consistent with and/or enhance the original intent and purpose of the original Contract. The optioned services may not commence before execution of the amendment. Delivery of changed services shall be upon the terms, conditions and rate agreed in the exercise of the options of this Contract.

5. Reduction of Invoice for Non-Delivery of Service

The Department may reduce the amount of the monthly payment after finding substantial evidence of the Provider's non-delivery of service(s) required by the Contract, preparing written findings substantiating the Provider's failure to perform, and notifying the Provider of the proposed reduction of the monthly payment, and providing an opportunity for discussion of the proposed reduction in payment. The amount of any reduction shall be based upon the costs of those services not performed during the payment period.

6. Supplemental Expenditure

The Department, at its option and without notice to the Provider, shall have the right to make any payment or expenditure the Provider failed to have made under the Contract, to ensure all contracted services will remain available to youth if the Provider fails to perform as required under this Contract. Such expenditures by the Department may include, but are not limited to, payment for repairs affecting life, health or safety of youth or staff, food and medical services, utilities, claims for which liens may be attached to the property, insurance premiums, and other supplementary goods or services. Any payment by the Department shall be without prejudice to any of the Department's rights or remedies under this Contract, at law, or in equity. All sums paid by the Department, including indirect costs incurred by the Department to bring the program into compliance with Contract requirements pursuant to this paragraph shall be immediately due and payable from the Provider. Such sums may be recovered by the Department by means of a reduction to a monthly invoice payment otherwise payable to the Provider under the Contract Payment Method. Recovery of the cost described above shall not relieve the

Provider of the duty of full performance under the Contract. The Department will provide written notice after the fact to advise the Provider of why the decision was made, and any amount due to the Department from the Provider.

7. Staff Training Costs

- a. All costs occurring from, or associated with, Department-required training necessary for performance under this Contract or otherwise required by federal or state law, rule, or department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider, and as outlined in the Provider's awarded response to the Department's solicitation. Therefore, all training costs are included in the total cost of the services requested. The Department is not responsible for and, therefore, shall not reimburse any additional, itemized training costs, including but not limited to, software, licenses, travel and materials, incurred in the performance of this Contract other than the Compensation stated in Section III.
- b. For CORE licenses, the Provider is responsible for annually reimbursing the Department for the cost of securing these licenses in the amount of \$35.00 per FTE position as found in the Provider's approved budget. Payment for these costs shall be made to the Department as specified in Attachment L, which may be found at <http://www.djj.state.fl.us/Providers/contracts/index.html> and are due within one (1) month of the Contract start date and annually every year thereafter for the life of the Contract.

IV. LIABILITY

Indemnification

- A. Pursuant to section 768.28(11)(a), Florida Statutes, the Provider agrees it and any of its employees, agents or subcontractors are agents and not employees of the State while acting within the scope of their duties and responsibilities to be performed under this Contract. The Provider further agrees to indemnify the Department, upon notice of any liabilities caused by the Provider or its employees' or agents' negligent or ortuous acts or omissions within the scope of their employment under this Contract up to the limits of sovereign immunity as set forth in Florida law. The Provider further agrees to defend the Department and hold it harmless, upon receipt of the Department's notice of claim of indemnification to the Provider, against all claims, suits, judgments, damages or liabilities, including court costs and attorneys' fees incurred by the Department because of the negligent or ortuous acts of the Provider or its employees, agents or subcontractors.
- B. The Provider is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, and of its officers, employees, and agents thereof, including volunteers, vendor and subcontractors, or youth of or visitors to the program. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto.

V. TERMINATION

All termination notices shall be sent by certified mail, or other delivery service with proof of delivery as detailed in Attachment I, Section IV. B., of this Contract.

Section V. Department Convenience

The Department may terminate this Contract, in whole or in part, without cause, for its convenience, and without additional cost to the Department, by giving no less than thirty (30) days written notice to the Provider.

B. Provider Convenience

The Provider may terminate this Contract, without cause, for its convenience, by giving no less than ninety (90) days written notice to the Department, unless both parties mutually agree in writing to a different notice period. The Provider shall be operating in a state of compliance with the terms and conditions of the Contract at the time the notice is issued and shall remain compliant for the duration of the performance period. The Provider shall notice the Department's Contract Manager via the United States Post Office, or delivery service that provides verification of delivery or hand delivery.

Section V. Default

The Department may terminate this Contract, in whole or in part, for default, pursuant to the provisions of Rule 60A-1.006(3), Florida Administrative Code, upon written notice to the Provider. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3) and (4),

Florida Administrative Code. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages (including, but not limited to, re-procurement cost).

Section V. Lack of Funding

In the event funding for this Contract becomes unavailable, the Department may terminate the Contract upon no less than fifteen (15) days written notice to the Provider.

VI. FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS

The Department has determined that this is a Vendor contract.

A. Vendor Contracts – MyFloridaMarketPlace Transaction Fee (IF APPLICABLE)

1. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), F.S., (2002), all payments made on vendor contracts shall be assessed a transaction fee of one percent (1.0%), which the vendor shall pay to the State.
 - a. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the transaction fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
 - b. The vendor shall receive a credit for any transaction fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the Contract.
 - c. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprocurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
2. On a monthly calendar basis, each vendor registered in MyFloridaMarketPlace shall report its business activity relating to State contracts using Form PUR 3776 (08/04), which is hereby incorporated by reference.
 - a. The vendor shall report (i) the total amount of payments received against State contracts during the reporting period (excluding Purchasing Card transactions occurring after June 30, 2004), (ii) the portion of that total that is exempt from the transaction fee pursuant to Rule 60A-1.032, F.A.C., (iii) the amount of transaction fees that have been automatically deducted by the system, and (iv) the amount of transaction fees that have been billed by the system but not automatically deducted.
 - b. With its report, the vendor shall include payment of any transaction fee amounts due for the reporting period that have not been automatically deducted. Amounts due include both the amount billed during the reporting period and any amounts not billed but otherwise due (e.g., sales to non-State entities eligible to purchase from State contracts).
 - c. A report is required only when fee-eligible payments have been received during the reporting period (no report is required if all payments are exempt from the transaction fee); provided, however, that if total transaction fees due are less than \$50, a vendor may carry over the balance to the next reporting period.
 - d. All information provided by the vendor is material and will be relied upon by the Department of Management Services in administering MyFloridaMarketPlace. Failure to file a report shall be deemed a representation by the vendor that it received no reportable payments for the period and that it owes no transaction fees. Any knowing and material misstatement shall be treated as fraudulent concealment from the State of the true facts relating to the conduct of the vendor's business with the State. A misrepresentation shall be punishable under law, and shall be grounds for precluding the vendor from doing future business with the State.

VII. RECORDS REQUIREMENTSSection V. Record Retention

The Provider shall maintain programmatic and administrative books, records, and documents (including electronic storage media), for a minimum of five (5) years in accordance with chapters 119 and 257, Florida Statutes, and the Florida Department of State Record Retention Schedule located at <http://dhis.dos.state.fl.us/recordsmgmt>. The Provider shall maintain youth records, which are programmatic in nature in a secure location with access limited to duly authorized Department and Provider staff. Upon expiration of this Contract, the Provider shall return all youth records to the Department. The Provider shall ensure these records are available at all reasonable times to inspection, review, or audit by state and federal personnel and other personnel duly authorized by the Department. In the event any work is subcontracted, the Provider shall require each subcontractor to maintain and allow access to such records for audit purposes in the same manner. The Provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, Comptroller, or Auditor General access to such records upon request. The Provider shall ensure that all working papers are made available to the Department, or its designee, Comptroller, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

B. Transfer of Records

Upon completion or termination of the Contract, the Provider shall cooperate with the Department to facilitate the transfer and return of records to the Department, at no cost to the Department. All records provided to or developed by the Provider for this Contract are the property of the Department.

VIII. GENERAL TERMS & CONDITIONSSection V. Incorporated By Reference

When applicable, the Department's Invitation to Bid, Request for Proposal or Invitation to Negotiate that results in this Contract and the Provider's bid, proposal or reply are incorporated herein by reference.

B. Order of Precedence

In the event of a conflict, ambiguity or inconsistency among the Contract and any attachments and exhibits named herein that are attached hereto and incorporated by reference, such conflict will be resolved by applying the following order of precedence:

1. Contract document including any attachments, exhibits, and amendments;
2. The Request for Proposals, Invitations to Bid, Invitations to Negotiate, exhibits, and appendices, including any addenda;
3. Applicable Florida Statutes and Florida Administrative Code;
4. Department policy and manuals; and
5. The Provider's proposal, bid or reply as incorporated by reference.

If the Contract is silent on matters relating to health services, the Provider shall follow applicable law and Department policy and manuals.

Section V. Rights, Powers and Remedies

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

Section V. Third Party Rights

This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

Section V. P.R.I.D.E

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in sections 946.515(2) and (4), Florida Statutes. For purposes of this Contract, the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.

12425 28th Street North, Suite 103

St. Petersburg, Florida 33716

Telephone (727) 572-1987

<http://www.prideestore.com/pride/>

F. Legal and Policy Compliance

1. The Provider shall comply with all local, state, and federal laws, rules, regulations and codes whenever work is performed under this Contract. The Provider shall also comply with and the Department will monitor and evaluate the services provided under this Contract in accordance with all Department policies, and procedures that are in effect on the date that this Contract is fully executed.
2. The Provider is not responsible for complying with subsequent changes to Department policies or procedure that may affect the services provided under this Contract unless the Department and the Provider negotiate otherwise. Such negotiation shall be reduced to writing through a contract amendment that is mutually agreed upon by both parties. However, the Department cannot waive a Provider's compliance to subsequent changes to any local, state, and federal laws, rules, regulations or codes.
3. The Provider shall obtain any licenses and permits required for services performed under this Contract and maintain such licenses and permits for the duration of this Contract.
4. Any and all waivers of Department policies, procedures, or manuals shall be reduced to writing and shall be maintained in the Contract Manager's file.

G. Convicted Vendor List

A Vendor, person or affiliate who has been placed on the Florida Convicted Vendor List may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Department pursuant to section 287.133, Florida Statutes.

H. Discriminatory Vendor List

In accordance with section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List:

May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and May not transact business with any public entity.

I. Copyrights and Right to Data

1. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so.
2. If the materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the State. Ownership of intellectual property created as a result of the services delivered under this Contract will reside with the Department.

J. Assignments and Subcontracts

The Provider shall not assign responsibility of this Contract to another party, subcontract for any of the work contemplated under this Contract, or transfer program services to another location without the prior written approval of the Department's Contract Manager. Approval by the Department of assignments or subcontracts shall not be deemed in any event to provide for the Department incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this Contract. The Department may monitor the terms and conditions of the assignment or subcontract to ensure compliance. The Provider shall ensure contracts with its subcontractors contain the terms and conditions of this Contract and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. The Department's review of subcontractor agreement(s) associated with this Contract award does not relieve the Provider of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.

- K. Sponsorship
If the Provider is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (*Provider's name*) and the State of Florida, Department of Juvenile Justice." If the sponsorship reference is in written material, the words "State of Florida, Department of Juvenile Justice" shall appear in the same size letters or type as the name of the organization.
- L. Products Available from Blind or Other Handicapped (RESPECT)
It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes. For purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.
http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/respect
- M. Force Majeure
Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes. However, acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes do not relieve the Provider from its responsibility under the Contract, for the health, safety and welfare for the youth assigned to it by the Department.
- N. Insurance
1. The Provider shall maintain, if applicable, the following types of insurance listed below during the entire period of this Contract and submit proof of maintenance to the Department on an annual basis.
 - a. Commercial General Liability with a minimum limit of \$500,000.00 per occurrence and \$1,000,000.00 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury, advertising liability, and medical payments.
 - b. Automobile Liability Insurance shall be required and shall provide bodily injury and property damage liability covering the operation of all vehicles used in conjunction with performance of this Contract, including hired and non-owned liability coverage:
 - 1) With a minimum limit for bodily injury of \$250,000 per person;
 - 2) With a minimum limit for bodily injury of \$500,000 per accident;
 - 3) With a minimum limit for property damage of \$100,000 per accident; and/or
 - 4) With a minimum limit for medical payments of \$10,000 per person.
 2. The Provider shall maintain Worker's Compensation and Employers' liability insurance as required by Chapter 440, Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person and \$500,000 policy aggregate.
 3. The Department shall maintain insurance for all Department-furnished real and personal property in Department-owned or leased facilities that are utilized by the Provider to deliver services under this Contract. For those services that are not delivered in Department-owned or leased facilities, the Provider shall procure and maintain "fire and extended coverage" for all property, furnishings and equipment furnished by the Department in an amount equal to its full insurable replacement value. The Department shall be named as a loss payee on these policies.
 4. The Contract shall not limit the types of insurance the Provider may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Provider shall not be interpreted as limiting the Provider's liability and obligations under the Contract.
 5. All insurance shall be in effect before the Provider commences services under this Contract or takes possession of Department-furnished property. The Provider shall

deliver all Certificates of Insurance to the Department before the Department provides any funds. A Florida-regulated insurance company or an eligible surplus lines insurance carrier shall write all insurance. The Certificates shall be completed and signed by authorized Florida Resident Insurance Agents or Florida Licensed Nonresident Insurance Agents and delivered to the Department's Contract Manager. All certificates shall be dated and contain:

- a. The name of the Provider, the program name, the name of the insurer, the name of the policy, its effective date, and its termination date;
- b. The State of Florida listed as an Additional Named insured for policies of General Liability and Automotive Liability;
- c. A statement the insurer will mail a notice to the Department's Contract Manager at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy; and
- d. All coverage required in this Contract.

O. Suspension of Work

The Department may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the interests of the State to do so. The Department shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, or a declaration of emergency. After receiving a suspension notice, the Provider shall immediately comply with the notice. Within ninety (90) days, or any longer period agreed to by the Provider, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. The Provider will not receive compensation during the suspension period for the services that are under suspension.

P. Inspector General Requirements

1. Investigation

Pursuant to section 20.055, Florida Statutes, the Office of the Inspector General is responsible for providing direction for supervision and coordination of audits, investigations, and reviews relating to the programs and activities operated by or financed by the Department for the purpose of promoting economy and efficiency, and shall conduct investigations designed to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and other abuses in its programs and activities. The Inspector General and staff shall have access to any records, data, and other information maintained by the Department or Provider as deemed necessary to carry out the aforementioned activities. The Provider will ensure that all Provider staff, and its subcontractors, fully cooperate with the Office of the Inspector General staff and/or other Department staff conducting audits, investigations, or reviews. The Provider shall, as directed by the Department, conduct Program Reviews of incidents reported to the Department. Program Reviews will be conducted by Provider staff certified by the Department as Program Review Specialists.

2. Incident Reporting

Pursuant to Rule 63f-11.001-006, Florida Administrative Code, Central Communications Center, the Provider shall comply with all Department incident reporting requirements. The Provider shall develop an internal numbering process for all incident reports to ensure that all reports are present and maintained in accordance with Department policy, including implementation of a written Arrest Reporting procedure requiring all owners, operators, directors, caretaker/direct contact staff, and subcontracted staff, who have been arrested for any criminal offense to make a report of their arrest, either written or oral, to their immediate supervisor within three (3) business days of the arrest. This procedure shall require the imposition of corrective action for noncompliance. Programs must comply with the reporting requirements as outlined in the Department's incident reporting policy.

3. Background Screening

The Provider shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available 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 (FDJJ 1800 Revised 7/30/10 with corrections on 8/12/10). Failure to comply with the Department's background screening requirements may result in termination of the Contract.

Q. Quality Assurance Standards

1. The Department will evaluate the Provider's program, in accordance with section 985.632, Florida Statutes, to determine if the Provider is meeting minimum thresholds of performance pursuant to the Department's quality assurance standards.
2. The Provider shall achieve and maintain at least an overall performance rating in the "minimal" range for applicable quality assurance standards. Failure to achieve at least an overall performance rating in the "minimal" range shall cause the Department to conduct a second quality assurance review, within six (6) months. Failure of the second quality assurance review shall cause the Department to terminate the Provider's contract, unless the Department determines there are documented significant extenuating circumstances. In addition, if the Provider's Contract is terminated, the Department may not contract with the same Provider for the terminated service for a period of twelve (12) months.
3. Quality assurance reviews shall be based only on standards assessing compliance with this Contract, local, state, and federal laws, rules, regulations and codes, as well as Department policies, procedures and manuals that are in effect on the date that this Contract is fully executed, unless otherwise negotiated in writing between the Department and the Provider.
4. The Provider shall ensure a minimum of one (1) staff member per Contract participates in an on-site quality assurance review in another judicial circuit on an annual (calendar year) basis. The Provider shall ensure all staff participating in quality assurance reviews are at the management or supervisory level, have a minimum of a Bachelor's Degree unless a waiver request has been submitted and approved by the Department, and have completed the Department's Quality Assurance Peer Reviewer Certification training program. Participation in the training and the review shall be at the Provider's expense.
5. The results of quality assurance reviews and final scores do not relieve the Provider of its responsibility for compliance with the provisions in this Contract.

R. Monitoring

The Department will conduct periodic unannounced and announced programmatic and administrative monitoring to assess the Provider's compliance with this Contract and applicable federal and state laws, rules and Department policies and procedures. The Provider shall permit persons duly authorized by the Department to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Provider that are relevant to this Contract, and interview any clients and employees of the Provider under such conditions as the Department deems appropriate. Following such inspection, the Department will deliver to the Provider a list of its findings, including deficiencies regarding the manner in which said goods or services are provided. The Provider shall rectify all noted deficiencies specified by the Department within the specified period of time set forth in the Department's Monitoring Report. The Provider's failure to correct within the time specified by the Department may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

S. Confidentiality

1. Pursuant to section 985.04, Florida Statutes, all information obtained in the course of this Contract regarding youth in the care of the Department is confidential. The Provider shall comply fully with all security procedures of the State and the Department in performance of the Contract. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractor, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Department. The Provider shall not be required to keep confidential information or material that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's or Department's confidential information, or material that is otherwise obtainable under State law as a public record. The Provider shall take appropriate steps to ensure its personnel, agents, and subcontractors protect confidentiality. The warranties of this paragraph shall survive the Contract.
2. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulation applicable to entities covered under HIPAA, issued by the Department of Health and Human Services, entitled "Standards for Privacy of Individually Identifiable Health Information" (45 CFR Parts 160 and 164, effective April 14, 2000), if applicable under this Contract.

T. Dispute Resolution

Any dispute concerning compliance and/or performance of this Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and serve a copy to the Provider. Any dispute that cannot be resolved shall be reduced to writing and delivered to the Department's Assistant Secretary or designee of the relevant program area for resolution.

U. Severability

If a court deems any provision of this Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

V. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Provider, by execution of this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with the Department by any federal department or agency, pursuant to 34 CFR, Part 85, Section 85.510. The Provider shall notify the Department if, at any time during this Contract, it or its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contract with the Department by any federal department or agency. The list of excluded entities is available at <http://www.epls.gov/>.

W. All property purchased by the Provider utilizing Contract funds is the Property of the State and shall be returned to the Department upon expiration of this Contract. The property shall be returned in a condition, which allows for re-use of equipment. The Department shall make the determination regarding the surplus of State-owned property. The Provider shall maintain property to protect against theft and/or damage. The Provider may not be reimbursed for property purchased unless specifically allowed by this Contract.

IX. CAPTIONS

The captions, section numbers, article numbers, title and headings appearing in this Contract 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 Contract, nor in any way effect this Contract and shall not be construed to create a conflict with the provisions of this Contract.

X. Attachments and Exhibits to be included as Part of This Contract:

- Attachment I: Services to be Provided
- Attachment II: Juvenile Assessment Centers, Multi-Agency Description
- Exhibit 1: Invoice
- Exhibit 2: Contract Census Report
- Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report
- Exhibit 4: Probation Medical and Mental Health Clearance Form
- Exhibit 5: Parent/Responsible Adult Release Affidavit

ATTACHMENT J – PRICE SHEET

HILLSBOROUGH COUNTY JUVENILE ASSESSMENT CENTER

PROPOSED ANNUAL (365 DAYS) MAXIMUM CONTRACT DOLLAR AMOUNT FOR ALL SERVICES IN THIS RFP:

(1) \$ _____

NOTE: IT IS MANDATORY THAT #(1) THE TOTAL ANNUAL (365 DAYS) CONTRACT DOLLAR AMOUNT PROPOSED DOES NOT EXCEED THE ANNUAL MAXIMUM CONTRACT DOLLAR AMOUNT (\$923,606.95) STATED IN THE RFP, IF IT IS EXCEEDED, THE PROVIDER'S PROPOSAL WILL NOT BE EVALUATED.

THE ANNUAL (365 DAYS) MAXIMUM CONTRACT DOLLAR AMOUNT FOR ALL SERVICES (1) STATED ON THIS SHEET (ATTACHMENT J) WILL BE USED FOR DETERMINATION OF POINTS AWARDED TO THE PROSPECTIVE PROVIDER.

******THE TOTAL ANNUAL CONTRACT DOLLAR AMOUNT (1) 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. THE DEPARTMENT IS NOT LIABLE FOR PAYMENT FOR ANY EXTRA DAY CREATED BY A LEAP YEAR, UNLESS SPECIFICALLY APPROPRIATED BY THE LEGISLATURE.**

NAME: _____ TITLE: _____

COMPANY: _____

E-MAIL ADDRESS: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT M

NOTICE OF INTENT TO ATTEND SOLICITATION CONFERENCE
Participation Is NOT Mandatory

(FORM PROVIDED FOR CONVENIENCE ONLY)
(MAY BE SUBMITTED ON COMPANY LETTERHEAD)

This Notice must be received by February 24, 2011 by 5:00 P.M. and must be sent to:

Marybeth Le
 Procurement Officer/CA
 Department of Juvenile Justice
 Bureau of Contracts
 2737 Centerview Drive, Suite 1100
 Tallahassee, FL 32399-3100
Marybeth.Le@djj.state.fl.us

_____ (Insert Prospective Providers full legal name) hereby notifies the Department of Juvenile Justice of the intent to attend the Solicitation Conference scheduled for March 7, 2011 to review RFP P2090. If attendance will be through Conference Call, please indicate here _____	
Authorized Name (Print or Type)	
Title	
Company	
Date	
Company Representing	
Mailing Address	
Telephone	
Email Address	

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/proposal opening. If accommodations are needed because of a disability, please contact the Bureau at (850) 413-0708 at least five business days prior to the meeting.

Questions for Solicitation Conference: Questions for oral discussion at the solicitation conference shall be submitted in writing and sent to the Procurement Officer at Marybeth.Le@djj.state.fl.us, or by mail or by facsimile (850/414-1625) and shall be received by the date specified for Solicitation Conference questions in the Calendar of Events (Section IV. A.). The intent of this deadline is to provide the Department sufficient time to prepare answers for discussion at the conference.

Cancellation Option: If no interest in the solicitation conference is indicated by prospective providers, the Department has the option of cancelling the conference and will do so by placing notice of cancellation of the conference on the MyFlorida.com website at http://fcn.state.fl.us/owa_vbs/owa/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 the date specified in the Calendar of Events.

ATTACHMENT N

**NOTICE OF INTENT TO SUBMIT A PROPOSAL/BID
AND INTERESTED PARTIES LISTING**
(THE SUBMITTAL OF THIS FORM IS NOT A MANDATORY REQUIREMENT.)

**(FORM PROVIDED FOR CONVENIENCE ONLY)
(MAY BE SUBMITTED ON COMPANY LETTERHEAD)**

The Attachment N is not mandatory but is strongly recommended for a Prospective Provider to submit in order to receive courtesy notification of information related to this RFP, and to ensure placement on the DJJ Interested Parties List maintained for this RFP.

This Notice must be received by March 8, 2011 and must be sent to:

Marybeth Le
Procurement Officer/CA
Department of Juvenile Justice
Bureau of Contracts
2737 Centerview Drive, Suite 1100
Tallahassee, FL 32399-3100
Marybeth.Le@djj.state.fl.us

_____ (<i>Insert Prospective Provider's full legal name</i>) hereby notifies the Department of Juvenile Justice of the intent to submit a proposal in response to RFP # P2090 for Hillsborough Juvenile Assessment Center (JAC)	
Authorized Name (Print or Type)	
Title	
Company	
Date	
Company Representing	
Mailing Address	
Telephone	
Email Address	

ATTACHMENT 0				
THE COMPLETION OF THIS CROSS REFERENCE TABLE IS A MANDATORY REQUIREMENT				
RFP/PROPOSAL CROSS REFERENCE TABLE				
RFP DOCUMENTATION (TO BE COMPLETED BY DEPARTMENT)			LOCATION IN PROPOSAL (TO BE COMPLETED BY PROSPECTIVE PROVIDER)	
SECTION/PART	SUBJECT	MANDATORY CRITERIA (X FOR YES)	PAGE NUMBERS	SECTIONS/PARTS
	GENERAL PROPOSAL RESPONSE REQUIREMENTS			
PLEASE NOTE: General Proposal Response Requirements that are checked as Mandatory Criteria must be provided by the prospective Provider to be considered responsive to this RFP. Failure to provide the required mandatory documentation will result in a proposal not being evaluated and rejected as non-responsive.				
Section V. E and Section XIX B.	Cross Reference Table	X		
Section V. B. and Section XIX A.	Transmittal Letter containing all the information required by Section XIX. A.	X		
Section XIX A.1	Office Name, Address, Telephone Number, Name and Title of Official with authority to bind the Contract.	X		
Section XIX A.1	FEID Number	X		
Section XIX A.1	DUNS Number	X		
Section XIX A.2	Name, Title, Address, Telephone Number of Contract Manager	X		
Section XIX A.3	D/B/A Doing Business As with Reason for D/B/A. (if applicable)	X		
Section XIX A.4	Statement Provider agrees to all terms and conditions contained in the Request for Proposal for which this proposal is submitted.	X		
Section XIX A.5	Statement Provider meets all Terms and Conditions of Attachment A, including not presently debarred, suspended, or proposed for debarment.	X		
Section XIX A.6	Statement Provider certifies that neither the prospective Provider nor anyone acting on its behalf has 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 officer or as provided in the solicitation documents."	X		

Section V.C. and Section XIX E. 1. A and b.	Attachment J – A completed & signed copy of the Attachment J with the annual (365 days) maximum Contract dollar amount for all services at or below the annual (365 days) maximum Contract dollar amount for all services stated in the RFP.	X		
Section V. D. and Section XIX E. 1. C	Attachet. H – Budget.	X		
Section V. F.	(Provider Owned/Leased Site) A letter from the owner/agent of the proposed facility or site confirming that the building or site is available and suitable for use for the program to be procured by this RFP. If unable to obtain a letter, a signed affidavit shall be inserted in its place attesting to the attempt to obtain the letter, and signed by the person who signs Attachment J.	X		
Section V. F.	(Provider Owned/Leased Site) A letter from the local government(s) that the facility or site complies with any specified comprehensive plan, zoning codes, ordinances and other requirements. If unable to obtain a letter, a signed affidavit shall be inserted in its place attesting to the attempt to obtain the letter, and signed by the person who signs Attachment J.	X		
Section V. G.	(Provider Owned/Leased Site) Information on how or if the facility or site will be renovated, maintained or otherwise made suitable for the Department for this program and provide a timeline for any renovations. If no changes are anticipated, the prospective Provider shall so state.	X		
Section V. I.	A letter from the Sheriff's Office agreeing to provide booking and security services at the Hillsborough JAC.	X		
Section XIX E. 2.	Supplier Qualifier Report (SQR) Report or documentation to determine financial viability	X		
Section XIX E. 3	Certified Minority Business (CMBE) Utilization Plan			
Section XIX C.	Certificate of Drug-Free Workplace			

TECHNICAL PROPOSAL RESPONSE (SUGGESTED DOCUMENTATION*)				
<p>*PLEASE NOTE: Proposer 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 us 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 Prospective Provider is selected for contract award, the proposed service and all elements thereof will be incorporated by reference into the Contract, unless they do not otherwise meet the terms and conditions of this RFP.</p>				
CATEGORY #1: Management Capability				
Section XIX. D. 2. a.	Describe your company's management capability to manage /control the program.			
Section XIX. D. 2.	Provide a copy of your corporate organizational chart and description of the corporate organizational structure and leadership staff qualifications (resume or job description) that indicate sufficient management capability to perform or provide over site of the services required.			
Section XIX. D. 2.	Describe your <u>corporate</u> oversight and support for the program.			
Section XIX. D. 2.	Describe the internal quality improvement process utilized to identify problems and improve processes.			
CATEGORY #2: Booking/Admission				
Attachment I, Section III, A. 1.	Describe how you ensure each youth presented to the JAC meets eligibility requirements defined in Florida Statute.			
Attachment I, Section III, A. 1	Describe how your company ensures the documentation of the completion of a youth search by arresting, transporting, and/or JAC Sheriff's Officer.			
Attachment I, Section III, A. 1	Describe how your company ensures the documentation of medical clearance to ensure youth who are/appear to be impaired by drugs, alcohol, injury, or illness are not admitted to JAC.			
CATEGORY #3: Detention Screening and Intake Services				
Attachment I, Section III, A. 2.	Describe your company's plan for detention screening and intake services.			
Attachment I, Section III, A. 2. a.	Describe your company's plan for determining each youth's status by use of the Department's Detention Risk Assessment Instrument (DRAI).			
Attachment I, Section III, A. 2. e.	Describe your company's plan for the completion of the detention admission packet.			

Attachment I, Section III, A. 2. f.	Describe your company's plan to ensure the documentation of parent/legal guardian contacts and notification.			
Attachment I, Section III, A. 2. g.	Describe your company's plan for the transportation of youth.			
Attachment I, Section III, A. 2. h.	Describe your company's plan for the daily delivery of youth files/court packets.			
Attachment I, Section III, A. 2. i.	Describe your company's contingency plan for mass detention screenings needs.			
Attachment I, Section III, A. 2. j.	Describe your company's plan for the provision of a recommendation to State Attorney's Office.			
	<u>CATEGORY #4: Processing Diversion Eligible Youth for Releases</u>			
Attachment I, Section III, A. 3.	Describe your company's plan for the processing of youth who are eligible for diversion services.			
	<u>CATEGORY #5: Case Management Services</u>			
Attachment I, Section III, A. 4.	Describe your company's plan to ensure the coordination and provision of services to youth served by the JAC.			
Attachment I, Section III, A. 4. b.	Describe your company's plan to ensure attendance of the Thirteenth Circuit Court's first appearances.			
	<u>CATEGORY #6: 24 Hour Security, Booking and Receiving Services Facility</u>			
Attachment I, Section III, A. 5. a.	Describe your company's plan to ensure there is an operational 24-hours booking facility.			
	<u>CATEGORY #7: Administrative Services</u>			
Attachment I, Section III, A. 6. a.	Describe your company's plan for the development and maintenance of written policies and procedures.			
Attachment I, Section III, A. 6. b., Section III, A. 6. c., Section III, A. 6. f., Section III, A. 6. g., Section III, A. 6. h., Section III, A. 6. i.,	Describe your company's plan for the provision of the following: Staff support to the JAC Advisory Committee; coordination of activities related to public information and requests from other agencies; integration of the JAC into the local juvenile justice system operation; coordination of urine testing functions; maintenance of computer hardware; and nutritious snacks and beverages to youth.			
Attachment I, Section III, A. 6. d.	Describe your company's plan to ensure the development of an Interagency Agreement.			
Attachment I, Section III, A. 6. e.	Describe your company's plan to perform JAC operations specified in the JAC Advisory Committee's interagency agreement.			

	<u>CATEGORY #8: Data Collection and Reporting Services</u>			
Attachment I, Section III, A. 7.	Describe your company's process for data collection and reporting services.			
	<u>CATEGORY #9: Required Limits Within Services Provided</u>			
Attachment I, Section III, B. 1.	Describe your company's plan to ensure the development of policies and procedures to facilitate the processing and release/transfer of each youth within six (6) hours after acceptance for JAC admission.			
Attachment I, Section III, B. 2.	Describe your company's plan to ensure documentation of the reason(s) a youth is not released within six (6) hours, and documentation of the actions taken to ensure the earliest possible release.			
	<u>CATEGORY #10: Staffing/Personnel</u>			
Attachment I, Section III, C. 1.	Describe your company's plan to employ all of the required staff?			
Attachment I, Section III, C. 2.	Describe your company's understanding of the minimum qualifications for all of the required staff?			
Attachment I, Section III, C. 2.	Describe your company's understanding of the requirements for staff performing "screening" duties?			

ATTACHMENT P

PROBATION JUVENILE ASSESSMENT CENTER EVALUATION QUESTIONS
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CATEGORY #1: Management Capability:

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

Consideration 1: To what extent does the proposal describe the Provider's program management capability that ensures oversight and manage/control of the program to obtain optimum program operations? (*Weighted: 7 Max Points: 35*)

Consideration 2: How well does the Provider's proposed organizational structure (as indicated in the organizational chart and leadership staff qualifications) indicate sufficient management capability to perform the services required by the RFP? (*Weighted: 6 Max Points: 30*)

Consideration 3: How well does the proposal clearly identify corporate oversight and support for the program? (*Weighted: 6 Max Points: 30*)

Consideration 4: How well does the proposal describe the Provider's internal quality improvement process? The quality improvement process is necessary to identify problems and improve processes. (*Weighted: 6 Max Points: 30*)

CATEGORY #2 – Booking/Admission:

Consideration 1: Does the Provider's proposal plan ensure each youth presented to the JAC meets eligibility requirements defined in Florida Statute? (*Weighted: 10 Max Points: 50*)

Consideration 2: Does the Provider's proposal ensure the documentation of the completion of a youth search by the arresting, transporting, and/or JAC Sheriff's Officer? (*Weighted: 6 Max Points: 30*)

Consideration 3: Does the Provider's proposal ensure the documentation of medical clearance to ensure youth who are/appear to be impaired by drugs, alcohol, injury, or illness are not admitted to the JAC? (*Weighted: 6 Max Points: 30*)

CATEGORY #3 – Detention Screening and Intake Services:

Consideration 1: To what extent does the Providers' proposal describe a plan for detention screening and intake services as specified by the RFP? (*Weighted: 8 Max Points: 40*)

Consideration 2: To what extent does the Provider's proposal describe a plan for determination of each youth's status by use of the Department's Detention Risk Assessment Instrument (DRAI), as specified by the RFP? (*Weighted: 8 Max Points: 40*)

Consideration 3: To what extent does the Provider's proposal describe a plan for the completion of the detention admission packet, as specified by the RFP? (*Weighted: 8 Max Points: 40*)

Consideration 4: To what extent does the Provider's proposal describe a plan to ensure the documentation of parent/legal guardian contacts and notification, as specified by the RFP? (*Weighted: 6 Max Points: 30*)

Consideration 5: To what extent does the Provider's proposal describe a plan to for the transportation of youth, as specified by the RFP? (*Weighted: 4 Max Points: 20*)

Consideration 6: To what extent does the Provider's proposal describe a plan for the daily delivery of youth files/court packets, as specified by the RFP? *(Weighted: 6 Max Points: 30)*

Consideration 7: To what extent does the Provider's proposal describe a contingency plan for mass detention screenings needs, as specified by the RFP? *(Weighted: 6 Max Points: 30)*

Consideration 8: To what extent does the Provider's proposal describe a plan for the provision of a recommendation to State Attorney's Office, as specified by the RFP?
(Weighted: 8 Max Points: 40)

CATEGORY #4 – Processing Diversion Eligible Youth for Release:

Consideration 1: To what extent does the Provider's proposal describe a plan for the processing of youth who are eligible for diversion services, as specified by the RFP? *(Weighted: 6 Max Points: 30)*

CATEGORY #5 – Case Management Services:

Consideration 1: To what extent does the Provider's proposal describe a plan to ensure the coordination and provision of services to youth served by the JAC, as specified by the RFP?
(Weighted: 4 Max Points: 20)

Consideration 2: To what extent does the Provider's proposal describe a plan to ensure attendance of the Thirteenth Circuit Court's first appearances, as specified by the RFP?
(Weighted: 4 Max Points: 20)

CATEGORY #6 – 24 Hour Security, Booking and Receiving Services Facility:

Consideration 1: To what extent does the Provider's proposal describe a plan to ensure that there is an operational 24-hours secure booking facility, as specified by the RFP? *(Weighted: 18 Max Points: 90)*

CATEGORY #7 – Administrative Services:

Consideration 1: To what extent does the Provider's proposal describe a plan for the development and maintenance of written policies and procedures, as specified by the RFP?
(Weighted: 8 Max Points: 40)

Consideration 2: To what extent does the Provider's proposal describe a plan for the provision of the following (as specified by the RFP): Staff support to the JAC Advisory Committee; coordination of activities related to public information and requests from other agencies; integration of the JAC into the local juvenile justice system operation; coordination of urine testing functions; maintenance of computer hardware; and nutritious snacks and beverages to youth?
(Weighted: 6 Max Points: 30)

Consideration 3: To what extent does the Provider's proposal describe a plan to ensure the development of an Interagency Agreement, as specified by the RFP? *(Weighted: 6 Max Points: 30)*

Consideration 4: To what extent does the Provider's proposal describe a plan to perform JAC operations specified in the JAC Advisory Committee's interagency agreement, as specified by the RFP? *(Weighted: 6 Max Points: 30)*

CATEGORY #8 – Data Collection and Reporting Services:

Consideration 1: To what extent does the Provider’s proposal meet or exceed the requirements for data collection and reporting services, as specified by the RFP? (*Weighted: 4 Max Points: 20*)

CATEGORY #9 – Required Limits Within Services Provided:

Consideration 1: To what extent does the Provider’s proposal describe a plan to ensure the development of policies and procedures to facilitate the processing and release/transfer of each youth within six (6) hours after acceptance for JAC admission? (*Weighted: 10 Max Points: 50*)

Consideration 2: To what extent does the Provider’s proposal describe a plan to ensure documentation of the reason(s) a youth is not released within six (6) hours, and documentation of the actions taken to ensure the earliest possible release, as specified by the RFP? (*Weighted: 8 Max Points: 40*)

CATEGORY #10 – Staffing/Personnel:

Consideration 1: To what extent does the Provider’s proposal describe a plan to employ all of the required staff specified by the RFP? (*Weighted: 8 Max Points: 40*)

Consideration 2: To what extent does the Provider’s proposal describe an understanding of the minimum qualifications for all of the required staff, as specified by the RFP? (*Weighted: 8 Max Points: 40*)

Consideration 3: To what extent does the Provider’s proposal describe an understanding of the requirements for staff performing “screening” duties, as specified by the RFP? (*Weighted: 8 Max Points: 40*)

**ATTACHMENT 1
SERVICES TO BE PROVIDED**

I. General Description

- A. The Department of Juvenile Justice requires the provision of administrative Services, pursuant to section 985.209, Florida Statutes; and screening, security, and intake services at a Juvenile Assessment Center (“JAC”) that serves Circuit 13, Hillsborough County. The Department is required to provide administration of juvenile assessment centers, and screening and intake services to each youth alleged to have committed a delinquent act.
- B. The Provider shall provide services in a manner consistent with chapter 985.135; 985.209; and 985.64 Florida Statutes; Rule 63D-4.001-.008, Florida Administrative Code; and 63H-1.001-.016; 2.001-.008, Florida Administrative Code.

II. Youth to be Served

- A. The Provider shall provide services at the JAC to all male and female youth who are presented by law enforcement and alleged to have committed a delinquent act.
- B. Youth under the age of 19 who are presented to the JAC by law enforcement and who are medically clear shall be admitted to the JAC and provided with screening services. Youth who have previously been sentenced as an adult are not eligible for admission to the JAC.
- C. Through screening of the youth, the Provider shall determine whether the youth meets detention criteria for transfer to the custody of the Department and whether the youth meets criteria for Home Detention or released to the youth’s parent/legal guardian/responsible adult. Youth who are not cleared for admission shall not be admitted and shall remain in the custody of the transporting law enforcement officer.
- D. In order to implement the statutory prohibition in s. 985.115(2), Florida Statutes, against the acceptance into the JAC of youth exhibiting symptoms or demonstrating behaviors that suggest the youth is in need of immediate evaluation or treatment due to physical illness/injury, mental illness, or intoxication, each youth must receive an initial medical clearance using the Department’s Medical and Mental Health Screening Form (Exhibit 4). Youth who are determined not medically clear shall not be admitted to the JAC and shall remain in the custody of the transporting law enforcement officer. The Provider shall not admit a youth to the JAC who has previously been charged as an adult. Screening and release shall be completed within six (6) hours of admission to the JAC. When screening exceeds six (6) hours, the Provider shall maintain documentation of the reason(s) for the duration.

III. Service Tasks

- A. The following tasks shall be provided:
 - 1. Booking/Admission: The Provider shall ensure each youth presented to the JAC meets eligibility requirements defined in Florida Statute and obtain documentation of the completion of a youth search by the arresting, transporting, and/or JAC Sheriff’s office deputy, and adhere to written procedures developed by the Provider within thirty (30) calendar days of the Contract start date to ensure the safe custody and return of all youth property obtained during the booking process upon release from the JAC. Youth who are eligible for detention shall have property transferred to the custody of the Department’s Regional Juvenile Detention Center. Documentation of medical clearance to ensure youth who are/appear to be impaired by drugs, alcohol, injury, or illness are not admitted to the JAC shall be completed by the Provider at the time of the

screening and a copy of the completed form maintained in each file for the youth.

2. Detention Screening and Intake Services: The Provider shall conduct a face-to-face interview with the youth and his/her parent(s)/legal guardian(s) and gather information, when available, to assess the youth's service needs in order to develop the recommendation to the State Attorney, and deliver the packet to all partners and Department field units pursuant to local procedures. The Provider shall contact the victim(s) and the complainant or arresting officer by telephone in order to solicit their input and recommendations and/or document the attempted contact. Contacts shall be made or attempted by the Provider prior to the submission of a recommendation to the state attorney. The following shall also be completed by the Provider, but is not limited to, as part of the detention screening process:
 - a. Screening of youth based on statutory criteria specified in sections 985.213 and 985.215, Florida Statutes, to determine whether to detain or release a youth using the Department's Detention Risk Assessment Instrument (DRAI). This instrument is used to determine if a youth meets detention criteria and to determine whether a youth should be placed in secure, non-secure, or home detention care prior to a detention hearing.
 - b. Input youth data in the Juvenile Justice Information System(JJIS), pursuant to Department JJIS Business Rules 99-004 (January 2005).
 - c. Photographing youth and inputting photo in the Juvenile Justice Information System (JJIS).
 - d. Completion of a substance abuse and mental health screening using Department approved instruments and forms.
 - e. Completion of a detention admission packet, which includes, at a minimum, the following documents:
 - 1) The completed Detention Risk Assessment Instrument (DRAI);
 - 2) The completed PACT Pre-Screen;
 - 3) The completed Suicide Risk Screening Instrument (SRSI);
 - 4) A copy of JJIS face sheet;
 - 5) A copy of the Police Report;
 - 6) The Home Detention Contract, or petition for detention; and
 - 7) The signed Authority for Evaluation and Treatment (AET) when parent or guardian available.
 - f. The Provider shall ensure the youth's parent(s)/legal guardian(s) are contacted to ensure the youth is released to the parent(s)/legal guardian(s), or a responsible adult, when applicable. At a minimum, the Provider shall document attempts to contact the parent(s)/legal guardian(s). The Provider shall complete the Department's Affidavit of Release to a Responsible Adult (Exhibit 5) for each youth released from the JAC and not eligible for detention at the Department's Regional Juvenile Justice Detention Center.
 - g. The Provider shall provide or arrange for the transportation of youth who are released, if the youth cannot be released in 6 hours or less to the parent/responsible adult, to the youth's home or an approved shelter.
 - h. The Provider shall develop youth file/court packets for the court, Department, State Attorney, youth's attorney of record, and the

Regional Juvenile Detention Center for all detained youth. The Provider shall retain one (1) copy of the completed file and a record of when and to whom the youth file was delivered. The Provider shall deliver the youth file/court packets to the court on a daily basis.

- i. The Provider shall develop within thirty (30) calendar days of the start date of this Contract, a contingency plan to ensure adequate staff provides screening services at the JAC in the event mass detention screening needs are required. A copy shall be furnished to the Department's Contract Manager and Chief Probation Officer, Circuit 13.
 - j. The Provider shall furnish to the State Attorney's Office a recommendation on each case within twenty-four (24) hours, if the youth is detained, and within five (5) business days, if the youth is not detained. The recommendation to the State Attorney shall thoroughly justify the best course of action for each case considering all aspects of the situation, including the probability the youth will not re-offend if non-judicial action(s) is recommended. The State Attorney Recommendation shall be submitted separate from the Detention Admission Packet. The recommendation to the State Attorney must be reviewed in advance of submission by the Provider's supervisor.
 - k. The Provider shall complete the PACT pre-screen forms during the development of the recommendation to the State Attorney. These forms provide guidance in making the determination of whether to recommend judicial or non-judicial handling.
 - l. The Provider shall input into JJIS all non-arrest probable cause affidavits, pursuant to DJJ Business Rule, Procedure # 99-004 (January 2005).
3. Processing Diversion Eligible Youth for Release:
- a. Contact the victim to clarify the circumstances of the alleged act. Determine if they suffered a loss or injury and obtain the victim's recommendation for disposition such as diversion. Document victim information on the Recommendation to the State Attorney's Office form.
 - b. Register youth in JJIS and print face sheet.
 - c. Conduct FSFN check and document results on Contact Notes/log.
 - d. Contact parent or guardian.
 - e. Conduct Intervention Assessment. Inform youth of right to counsel and against self-incrimination and of Grievance Procedure, along with Purpose of Conference.
 - f. Administer PACT, PACT Mental Health and Substance Abuse Referral. Providing a referral for services for any youth that has an indicator of further assessment.
 - g. Determine which diversion program meets the needs of the youth.
 - h. Prepare all necessary paperwork needed for the face-to-face initial conference with the parent or guardian.
 - i. Upon completion of parent/guardian conference, complete victim/LEO letter and mail. Mail letters to victim along with Victim Impact Statement. Copies of letters shall be maintained in the youth's file.
 - j. Discharge youth from JJIS and document release time.

4. Case Management Services: The Provider shall ensure the provision of case management services to youth who receive services through the JAC that shall include, but is not limited to:
 - a. Coordination with Department Juvenile Probation Officers, Detention Services staff, the courts and other community-based agencies providing services to Department youth to ensure all service providers are aware of the arrest and charges against the youth. This includes referral to the Department of Children and Families when the youth is dependent.
 - b. The Provider shall attend Thirteenth Circuit Court first appearances on weekends and holidays and represent the Department.
5. 24- Hour Security, Booking and Receiving Services:
 - a. The Provider shall ensure that there is an operational 24-hour secure booking facility, including video imaging and fingerprinting, and coordination or arrangements for emergency medical service.
 - b. The Hillsborough Sheriff's Office shall provide and maintain booking and video imaging equipment at no cost to the Department or the Provider. The Hillsborough Sheriff's Office shall also provide Sheriff's Office deputies to operate security equipment and to provide security monitoring of youth in the custody at the JAC at no cost to the Department or the Provider. **A letter from the Sheriff's Office agreeing to provide these services at the Hillsborough JAC shall be included in the proposal.**
6. Administrative Services: The Provider shall ensure facility operations and services are performed in accordance with applicable laws, regulations, and licensing requirements, including the following;
 - a. Development and maintenance of written policies and procedures for the operation of the facility and the processing, care, and disposition of youth brought to the JAC. All policies and procedures shall be developed and implemented by the Provider upon Contract start date.
 - b. Provision of staff support to the JAC Advisory Committee, including ensuring compliance with public meetings law as contained in chapter 119, Florida Statutes. Provider staff shall coordinate monthly interagency meetings to discuss facility issues, problems, concerns, and solutions. A written copy of the minutes shall be furnished to the Department's Chief Probation Officer, Circuit 13, and the Contract Manager.
 - c. Coordination of activities related to public information and requests from governmental agencies and human service entities from Florida and other states. This includes scheduling and conducting of tours, upon request, and responding to inquiries from persons interested in the JAC operation. The Provider shall ensure such activities are conducted in accordance with the Department's media policy.
 - d. Development of an Interagency Agreement for approval by the JAC Advisory Committee and execution by participating parties. The Provider shall ensure valid and enforceable interagency agreements are in place and shall facilitate their amendment or execution as needed. The approved Interagency Agreement shall be forwarded to the Department's Contract Manager and Chief Probation Officer, Circuit 13, within thirty (30) calendar days of the start date of this Contract.

- e. The Provider shall perform JAC operations in accordance with roles and responsibilities specified in the JAC Advisory Committee's interagency agreement. This shall include, but is not limited to:
 - 1) Coordination of the on-site participating entities;
 - 2) Youth receiving, booking and security functions;
 - 3) Contracted mental health and substance abuse screening functions;
 - 4) Any other co-located services,
 - f. Integration of the JAC into the juvenile justice system operations, including the Circuit Court, the State Attorney's office, the Public Defender's Office, the Department's Probation units, and community diversion agencies.
 - g. Coordination of urine testing functions with the appropriate agency.
 - h. The Provider shall ensure the maintenance of computer hardware with the exception of computer processors, monitors, and keyboards, provided by the Department. Equipment provided by the Department shall be utilized for screening functions and other services directly related to those required by this Contract.
 - i. The Provider shall offer and provide a nutritious snack and/or beverage to all youth who accept the offer of a snack and/or beverage. Snacks and beverages purchased with Contract funds are exclusively for youth admitted to the JAC.
7. Data Collection and Reporting Services: The Provider shall provide Data Collection and Reporting Services that shall include, but are not limited to:
- a. Documentation of youth information in the Department's Juvenile Justice Information System (JJIS);
 - b. Documentation of the completion of all required Detention screening forms;
 - c. Documentation of the length of time each youth was held at the JAC;
 - d. Documentation of the total number of youth screened;
 - e. Documentation of the total number of youth referred to the Department for Detention, released to his/her home, and the total number of youth referred to shelter;
 - f. Development and distribution of statistical reports generated by data collection to the Department and JAC services agencies; and
 - g. Other data collection and statistical reports as required or requested by the Department.
- B. Limits Within Services Must be Provided
 Services shall be provided at the JAC by qualified and trained Provider staff to eligible youth:
- 1. The Provider shall develop and implement policies and procedures to facilitate the processing and release/transfer of each youth within six (6) hours after they have been accepted for admission.
 - 2. The Provider shall make every effort to ensure that all youth are processed and released within six (6) hours after they have been accepted for admission. If a youth is not released within six (6) hours, the Provider shall document the reason(s) for the delay and actions taken to ensure the earliest possible release. The Provider shall monitor processing timeframes on at least a monthly basis to identify and resolve

- any ongoing problems related to youth not being processed and released within six (6) hours.
3. Documentation of these reviews shall be provided to the Department when requested. All contractual requirements to provide service, support, and related performance shall be available and provided when the youth enters the JAC.
 4. Services shall be limited to youth presented to the JAC by local law enforcement who are alleged to have committed a delinquent act, and who meet the minimum criteria for admission to the JAC. The Provider shall ensure each youth receives a medical clearance using the Department's Medical and Mental Health Clearance Form (Exhibit 4). Administrative services shall be limited to those directly related to the operation of the JAC.

C. Staffing/Personnel

The Provider and all personnel provided under this Contract, whether performance is as a Provider, subcontractor, or any employee, agent or representative of the Provider or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held.

All personnel shall renew licenses or certifications pursuant to applicable law or rule. The Provider shall provide copies of all current licenses or certificates required for the delivery of services under this Contract to the Department's Contract Manager prior to the delivery of services. The Provider shall comply with 63H-1.001-.016; 2.001-.008, Florida Administrative Code and Department training required by this Contract, and certify the necessary staff as Instruction Techniques Workshop (ITW) trainers to ensure in-house training capabilities.

1. The Provider shall employ the following full-time staff to provide services required under the terms and conditions of this Contract:
 - a. One (1) Director to serve as the JAC manager;
 - b. One (1) Detention Screener Supervisor to serve as a supervisor for Detention Screeners;
 - c. Six (6) Senior Detention Screeners to perform screening services for youth admitted to the JAC;
 - d. Six (6) Detention Screeners to perform screening services for youth admitted to the JAC;
 - e. Four (4) Diversion Specialists to perform intake and case management services on misdemeanant youth meeting diversion criteria agreed to by the State Attorney's Office; and
 - f. One (1) Technical Support Specialist to perform skilled clerical/administrative support, technical assistance, and training and support to computer system users.
2. Program staff must be at least 19 years of age. The following minimum qualifications are required for each of the following positions prior to the provision of services to Department youth:
 - a. Director: Shall possess a Bachelor's Degree from an accredited college or university. The Program Director is a full-time position (forty hours per week) responsible for the day-to-day operations of the JAC. This includes coordination with partners co-located at the JAC, community partners/stakeholders, and the JAC Advisory Committee; development and ensuring proper implementation of policies and procedures to ensure the efficient operation of the JAC; prepare and submit reports to the Department; and ensure all Provider staff have successfully completed training requirements (annual and pre-service).

- b. Detention Screener Supervisor: Shall possess a Bachelor's Degree from an accredited college or university and three (3) years of professional experience working with youth in criminal justice, social services, or education or a Master's Degree from an accredited college or university in criminal justice or social services can substitute for one year of the required work experience. The Detention Screener Supervisor shall supervise Detention Screener performance; develop schedules to ensure coverage 24 hours a day, seven days per week; review youth files/packets prior to distribution; ensure all staff providing services to Department youth have successfully completed training; communicate with the State Attorney's Office when youth meet mitigation criteria; contact the youth's Juvenile Probation Officer/or case manager, when applicable; and ensure youth have been advised of their of rights and have completed the medical clearance and booking process. The Detention Screener Supervisor will be responsible for ensuring youth information is entered accurately into JJIS in a timely manner.
- c. Senior Detention Screener shall possess a Bachelor's Degree or its equivalent and two (2) years of professional experience working with youth in criminal justice, social services, or education or a Bachelor's Degree from an accredited college or university in criminal justice or social services can substitute for one year of the required work experience. In absence of the Program Supervisor, shall supervise Detention Screener performance; review youth files/packets prior to distribution; communicate with the State Attorney's Office when youth meet mitigation criteria; contact the youth's Juvenile Probation Officer/or case manager, when applicable; ensure youth have been advised their of rights and have completed the medical clearance and booking process; and will be responsible for ensuring youth information is entered accurately into JJIS in a timely manner.
- d. Detention Screener: Shall possess a high school diploma or its equivalent and two (2) years experience working with youth is required. Screeners are responsible for conducting screening activities using the Department's approved forms and procedures, and preparing a youth file packet for the court, the State Attorney, the Department's Circuit Office, the youth's attorney, and the Department's Regional Juvenile Detention Center, when the youth meets detention criteria. The screener shall contact the Juvenile Probation Officer/case manager, when applicable; advise the youth of his/her rights; and complete the Detention Screening Log.
- e. Diversion Specialist: Shall possess a high school diploma or its equivalent and two (2) years experience working with youth is required. Diversion Specialists duties include spending the majority of time screening youth for diversion programs and serves as back-up to the Detention Screening Unit.
- f. Technical Support Specialist: Shall possess three (3) years of experience in office management, business, or related area. Microsoft/comparable certification or related degree may substitute for one (1) year of the required experience. Shall be proficient in use of computers and software. Duties includes assisting Administrator/Director with special projects; on-site trouble shooting of network issues; liaison between program personnel and provider Information Technology Director; and develops

and/or assists in the development, organization, and maintenance of records and other program documentation requirements.

- g. Staff performing screening duties shall successfully complete the Department's curriculum for detention screening, JJIS, PACT, DRAI, PAR, CPR, First Aid, Trauma Informed Care, Civil Rights training and the requirements specified in Florida Administrative Rule 63H-2.004.
- 3. The Provider shall provide a written request to the Department's Contract Manager and Chief Probation Officer to request a waiver of the above professional qualifications. Waivers of the above professional qualifications shall be granted only when it is determined to be in the best interest of the Department, and are approved in writing by the Regional Director and the Chief Probation Officer. The Provider shall adhere to the Department's 63H-2.004, Florida Administrative Code regarding training requirements and the submission of training plans to the Department.
- D. Facility
The Juvenile Assessment Center is required to be located within Tampa/Hillsborough County in an appropriately zoned provider-owned/leased facility that has a sally port for law enforcement to enter with youth, a booking area, a minimum of two holding cells, a secure common area for youth, detention screening and assessment areas, a reception area, and office space.
- E. Service Location
 - 1. Services shall be provided in provider-owned/leased facility located at the following address: _____
 - 2. The Provider shall ensure staff provides administration, security, intake and screening services at the JAC 365 days per year, seven (7) days per week, and twenty-four (24) hours a day. The Provider shall ensure the Continuity of Operations Plan (COOP) required by this Contract includes an emergency plan to continue operations in the event of a natural or man-made disaster.
 - 3. The Provider must receive pre-approved written approval from the Department regarding any changes to the location of service delivery from the address/location listed above.
- F. Property
An inventory of State property provided to the Provider for use in providing services detailed in this Contract by the Provider will be provided by the Department's Contract Manager at Contract start. The Provider is responsible for ensuring the safety and physical maintenance of computer equipment. No additional property purchases are authorized with this Contract's funds.

IV. Deliverables

- A. To become eligible for reimbursement the Provider shall provide the following deliverables 365 days per year, seven (7) days per week, twenty-four (24) hours per day.
 - 1. The Provider shall provide daily administration and management of the JAC facility consistent with the minimum requirements contained in this Contract.
 - 2. The Provider shall provide screening for each youth presented by law enforcement and admitted to the JAC.
- B. The Provider shall provide services to youth presented to the JAC by local law enforcement who are alleged to have committed a delinquent act and who reside or are arrested in Circuit 13, Hillsborough County. To become eligible for services, the Provider shall ensure each youth receives a medical clearance.
- C. Reports

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

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:

<u>Provider</u>	<u>Department</u>
Contact Name:	TBD
Provider Name:	FL Department of Juvenile Justice
Address	Address
City, State, Zip	City, State, Zip
Phone:	Phone:
E-mail:	E-mail:

After execution of this Contract, any changes in the information contained in this section will be provided to the other party in writing and shall be sent by United States Postal Service or other delivery service with proof of delivery. A copy of the written notification shall be maintained in the official Contract record. All notices required by this Contract or other communication regarding this 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 Contract Manager within ten (10) business days following the end of the month for which services were rendered. 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 800-848-3792.
2. Youth Census Report
A complete list of youth provided services required under the terms and conditions of this Contract during the service period detailed on the invoice shall be furnished. At a minimum, the Census Report shall include the youth name, juvenile justice identification number, date of service, and the service required by the Contract that was provided.
3. Proof of Insurance
A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of service, and prior to expiration. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in this Contract.
4. Subcontract(s)
A copy of all subcontracted agreements entered into by the Provider and a subcontractor for services required of the Provider via this Contract, shall be submitted to the Department in advance for approval. A signed copy of the subcontract approved 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.
5. Organizational Chart
The Provider's organizational chart shall be provided upon execution of this Contract, annually, and upon changes. The organizational chart shall include the programmatic and administrative structure of the Provider's organization.

6. Staff Vacancy Report
The Provider shall provide a complete list of all vacant program positions required by this Contract, and include the position title, position number, date of vacancy, and position description. The Provider shall provide the Department's Contract Manager with an explanation for vacancies, which exceed 90 calendar days. Services shall be provided to all Department youth by qualified Provider staff regardless of whether a position(s) is vacant.
7. Certified Minority Business Enterprise (CMBE)
The Provider shall submit to the Contract Manager, along with each monthly invoice, a copy of Exhibit 3, Florida MBE Utilization Report – available at: <http://www.djj.state.fl.us/providers/contracts/index.html>, 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)
The Provider shall receive written approval from the Department prior to the purchase of Information Resource Request (IRR) components used in the performance of contractual obligations under this Contract when the cumulative total cost is equal to or greater than five hundred dollars (\$500.00). The Provider shall secure written approval by means of a Department IRR form before the purchase of information technology components. The Contract Manager will serve as the liaison between the Provider and the Department's Management Information System (MIS) bureau during the completion of the IRR process. The IRR form is available in the Department's Forms Library. The use of contract funds for the purchase of IRR components must be approved by the Contract Manager as appropriate and allowable under the terms of the Contract.
9. Continuity of Operations Plan (COOP)
Prior to the delivery of service, the Provider shall submit a COOP, which provides 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. Inspections
The Provider shall submit to the Department's Contract Manager, state and local inspections conducted by the governing authority related to fire, health and safety regulations. The Provider is responsible for ensuring issues identified by the governing authority and contained in the Inspection are corrected within the mandated timeframes. The Department will review Provider compliance with the Inspections during the annual monitoring of this Contract.
11. JAC Admissions Report
The Provider shall submit to the Department's Chief Probation Officer, Circuit 13, a report detailing the name of the youth, JJIS Identification, time of admission and release, party the youth was released to (parent, detention, etc), and reason why the youth was not released within six (6) hours of admission, when applicable.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO
Invoice	Monthly	10 th day of the following reporting month	Contract Manager
Youth Census Report	Monthly	10 th day of the following reporting month	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and July 1	Contract Manager

Proof of Insurance Coverage	Annually	Prior to the delivery and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Upon execution	Upon execution	Contract Manager
Staff Vacancy Report	Monthly	10 th day of the following reporting month	Contract Manager
CMBE Utilization Report	Monthly	10 th day of the following reporting month	Contract Manager
Information Resource Request (IRR)	As needed	Prior to the purchase of information technology soft/hardware	Contract Manager
Continuity of Operations Plan (COOP)	Annually	Prior to the delivery of services and July 1	Chief Probation Officer Circuit 13 & Contract Manager
Inspections	Annually	July 1 of each year	Contract Manager
JAC Admissions Report	Weekly	Each Monday for the previous week (Sunday through Saturday)	Circuit 13 Chief Probation Officer

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 Contract Manager will approve or reject deliverables and reports.

V. PERFORMANCE MEASURES

- A. Program Measures: Qualitative or quantitative indicators used to assess performance during the term of the Contract
1. 100% of youth admitted to the JAC shall have a documented substance abuse, mental health, and suicide risk screening completed.
 2. 100% of youth admitted to the JAC shall have a completed Detention Risk Assessment Instrument.
 3. 100% of youth who have been identified as in need of an assessment shall be referred for assessment services.
 4. 100% of youth referred for detention shall have a completed detention admission packet.
 5. 100% of youth receiving a detention screening shall be out-processed within six (6) hours from the time of entry at the JAC, or have documentation of the Provider's effort to ensure the youth was processed, and released, within six (6) hours after they were accepted for admission. This documentation will be reported to the Department's Contract Manager on a monthly basis.
 6. 100% of youth referred for diversion and judicial action shall have a complete screening packet.
 7. 100% of all recommendations, including justification for those recommendations to the State Attorney, shall be submitted within twenty-four (24) hours for youth who are detained and within five (5) working days for youth who are not detained.

**ATTACHMENT 2
JUVENILE ASSESSMENT CENTERS
MULTI-AGENCY DESCRIPTION**

I. Overview

A juvenile assessment center is a centralized processing center for youth taken into custody by law enforcement for an alleged delinquent act. Juvenile assessment centers represent a co-location of functions performed by various governmental agencies, through direct service or private contract, to prepare an alleged delinquent for court review or participation in a juvenile justice program. These functions include detainable and non-detainable screening; health, mental health, substance abuse, physical health and suicide screening; assessments as indicated based on screening tools; law enforcement booking; coordinated case management of on-site services; and referral processing. Upon arrest or referral, a youth is screened and assessed to gather essential information for all involved parties to protect the youth and appropriately move this case through the juvenile justice system.

II. Governance

Juvenile assessment centers are governed by an advisory committee consisting of community partners involved in the delivery of services through the juvenile assessment center. By statute, eligible advisory committee members may include: substance abuse programs, mental health providers, law enforcement agencies, schools, health service providers, state attorneys, public defenders and other agencies serving youth. The Department of Juvenile Justice is charged with collaboratively working with these organizations to establish juvenile assessment centers. The juvenile assessment center is formed and operated through local initiative. An interagency agreement must be in place identifying participants in the juvenile assessment center process and their contribution to the center. The advisory committee guides the center's operation and ensures that appropriate and relevant agencies are collaboratively participating in and providing services at the center. Each participating state agency has operational oversight of only those individual service components for which the state agency has statutory authority and responsibility.

III. Core Functions

In order to receive state administrative funds, juvenile assessment centers must provide the following core functions:

SERVICES
Central Point of Service Delivery
Central Point of Delivery for Law Enforcement
Booking functions
Comprehensive Screening <ul style="list-style-type: none"> ○ Mental health ○ Substance Abuse ○ Suicide ○ Detention ○ Medical History
Assessment based on indicators
Interagency Coordination and Referral
24-hour Response
Transportation coordination/provision of non-Detention eligible youth
On-site Coordination of Services
Juvenile Justice Information System Access and Entry and internal communications

capability
Local planning and collaboration through an advisory committee
Interagency Agreement between participating parties
Shared funding
Referral Processing <ul style="list-style-type: none"> ○ Felony ○ Misdemeanor ○ Other
Intake
Security

The statute notes that state agencies will continue to provide those duties for which they are statutorily responsible. Administrative funds are designed to cover the costs of co-locating these services, such as rent, utilities, repair and maintenance, coordinated information systems, reception, and interagency coordination.

IV. Services

Juvenile assessment centers must provide collocated detainable and non-detainable screening services for youth referred to the Department. Sufficient services must be provided to facilitate the initial screening of and case processing for detainable and non-detainable youth; positive identification of the youth; detention admission screening; needs assessment; substance abuse screening and assessments; physical and mental health screening; and diagnostic testing as appropriate. Centers are authorized and encouraged to establish truancy programs. Each center must provide for the coordination and sharing of information among the participating agencies to facilitate the screening of and case processing for youth referred to the Department. The Department may utilize juvenile assessment centers to conduct predisposition assessments and evaluations of youth. Such assessments and evaluations may include, but are not limited to, needs assessment; substance abuse evaluations; physical and mental health evaluations; psychological evaluations; behavioral assessments; educational assessments; aptitude testing; and vocational testing. To the extent possible, the youth's parent/guardian and other family members should be involved in the assessment and evaluation process.



EXHIBIT 1
FLORIDA DEPARTMENT OF JUVENILE JUSTICE
INVOICE FOR FIXED PRICE OR FIXED FEE CONTRACT/GRANT

SECTION I:

Provider (Payee) Name:	_____	Contract/Grant No.:	_____
Remittance Address:	_____	Invoice Date:	_____
Program Name:	_____	Service Period:	_____
Service Address:	_____		

SECTION II:

A	B	C	D	E
Unit of Service or Description	Total Number of Units	Total Number of Days	Unit Costs	Total Costs
Payment Amount Requested →				

SECTION III:

CERTIFICATION			
<ul style="list-style-type: none"> I certify that the expenditures incurred under this contract/grant are for commodities or services, which are reasonable, necessary, allowable and allocable, and the expenditures directly relate to the purpose of the contract/grant. I certify that the services this individual or entity have provided services in accordance with the terms and conditions specified in the contract/grant. I certify that this individual or entity, in accordance with the terms and conditions specified in the contract/grant, maintains any documents and proof of payment supporting the expenditures. 			
Signature of Provider Agency Official	Type or Print Name & Title	Telephone & Ext.	Date

SECTION IV:

FOR DEPARTMENT USE ONLY							
Date Invoice Was Received	Date Goods Or Services Were Received	Date Goods Or Services Were Inspected And Approved	SIGNATURE Of Person Approving Invoice For Payment	PRINT Name Of Person Approving Invoice	Telephone	Signature	Date
Org Code	Exp Option	Object Code	Amount	Org Code	Exp Option	Object Code	Amount
1.			\$	4.			\$
2.			\$	5.			\$

**EXHIBIT 3
FLORIDA MBE UTILIZATION REPORT**

CONTRACT #: _____ **CONTRACT MANAGER:** _____

REGION: _____ **CIRCUIT:** _____ **LOCATION (COUNTY):** _____

PROGRAM NAME: _____

PROVIDER NAME: _____ **INVOICE MONTH:** _____

ADDRESS: _____ **INVOICE AMOUNT:** _____

TELEPHONE: _____ **CONTRACT AMOUNT:** _____ **(ANNUAL) BUSINESS CLASSIFICATION CODE** _____

****(ENTER CODES H through R FROM SCHEDULE BELOW, AND FILL IN LINES 1 through 5 IN THE SUBCONTRACTOR TABLE)**

- | | | | |
|--|---|----------------------------|--------------------------------|
| <u>Business Classification</u> | <u>Certified MBE**</u> | <u>Non Certified MBE**</u> | <u>Non Profit Organization</u> |
| A – Non Minority | H – African American | N – African American | S – 51% or more Minority |
| B – Small Bus (State)* | I – Hispanic | O – Hispanic | T – 51% or more Minority |
| C – Small Bus (Federal) | J – Asian/Hawaiian | P – Asian/Hawaiian | Workforce |
| E – Government Agency (local) | K – Native American | Q – Native American | |
| G – P.R.I.D.E. M – Non Minority Women
(Formerly American Women) | R – Non Minority Women
(Formerly American Women) | | |
- (*Defined as 200 employees or less, \$5 million or less net worth and domiciled in Florida)

INSTRUCTIONS

PROVIDER: Complete this form monthly and submit along with your regular invoice to ensure prompt payment.

CONTRACT MANAGER: Forward this form along with invoice to Finance and Accounting.

	ENTER MBE SUBCONTRACTOR NAME	SPURS, SSAN, OR FEID VENDOR #	CMBE/ MBE CODE (H-R)	SUBCONTRACTED PLAN AMT.	AMT. PAID TO MBE SUBCONTRACTOR IN THE CURRENT MONTH	SUBCONTRACT PLAN BALANCE
1						
2						
3						
4						
5						

PROVIDER CERTIFICATION: I certify that the above information is true and correct to the best of my knowledge.

PROVIDER SIGNATURE: _____ **TITLE** _____

PRINT NAME: _____ **DATE:** _____

EXHIBIT 4
Department of Juvenile Justice
Juvenile Assessment Center
Probation Medical and Mental Health Clearance Form



Probation Medical and Mental Health Clearance Form

PROBATION MEDICAL AND MENTAL HEALTH CLEARANCE FORM

THIS FORM MUST BE COMPLETED *PRIOR* TO THE YOUTH
 BEING ACCEPTED FOR DETENTION SCREENING

Youth's Name: _____ DOB: _____

Today's Date: _____ Arresting Agency: _____

PART 1 SERIOUS PHYSICAL CONDITION: F.S. 985.115(2)(c) requires that instead of the department accepting a youth suffering from a physical condition who appears to be in need of prompt diagnosis or prompt treatment the youth must be released to a law enforcement officer who shall deliver the youth to a hospital for necessary evaluation and treatment. The answers to questions 2 through 13 will help the screener comply with this sub-paragraph of the statute but may not automatically require medical screening.

NOTE: THE PRESENTING OFFICER MUST NOT DEPART UNTIL THIS FORM HAS BEEN COMPLETED IN ITS ENTIRETY AND THE YOUTH HAS BEEN ACCEPTED FOR ADMISSION INTO THE JAC.

*The following questions must be asked of the presenting **law enforcement officer**:*

1. Has an electronic stun gun (such as a taser) been used on this youth? No Yes
 If yes please check the appropriate boxes describing the youth's condition

- | | |
|---|--|
| <input type="checkbox"/> Unconsciousness | <input type="checkbox"/> Seizure Activity |
| <input type="checkbox"/> Delirium | <input type="checkbox"/> Paralysis |
| <input type="checkbox"/> Confusion | <input type="checkbox"/> Shortness of Breath |
| <input type="checkbox"/> Memory Loss | <input type="checkbox"/> Chest pain |
| <input type="checkbox"/> Other: (Please describe) _____ | |

A check in any of the above boxes will require medical clearance by a licensed health care professional.

*The next series of questions will be asked of the **youth**:*

2. Do you have any open wounds or injuries? No Yes, explain: _____

3. Do you have any serious medical problems or illnesses that require prompt/immediate medical attention?
 No Yes, explain: _____

4. Do you have any health complaints such as sickness or pain at the present time?
 No Yes, explain: _____

Probation Medical and Mental Health Clearance Form

5. Do you have any of the following health problems?

- Diabetes
- Asthma
- Sickle cell disease
- Head Injury within past 24 hours
- Other, Explain:
- Seizures
- Heart problems
- High blood pressure
- Cancer
- Tuberculosis
- Kidney Disease requiring Dialysis

6. Are you taking any of the following medications? If yes, provide the name(s), the last time you took a dose, and the time that the next dose is due, in the space below.

- Seizure medication
- Psychotropic medication
- Asthma medication
- Blood pressure medication
- Heart medication
- Diabetes medication (NOT Insulin)

Time of last dose: _____ AM PM

Time next dose is due: _____ AM PM

7. Are you taking insulin? No Yes

If YES, does the youth report or demonstrate any of the following signs or symptoms?

- Headache
- Pale, Cool or Clammy Skin
- Rapid Heart Rate/Tachycardia
- Dizziness
- Increased Hunger/Thirst
- Shallow Respirations/Breathing
- Confusion
- Abnormal Behavior

A check in any box in Item 7 will require medical clearance by a licensed health care professional.

8. Are you taking any *other* medication(s) not listed above, if so please provide the name(s) and times that the next dose is due?

Medication: _____ Time next dose due: _____ AM PM

Medication: _____ Time next dose due: _____ AM PM

Medication: _____ Time next dose due: _____ AM PM

*The following series of questions will be answered by the **screeener** from his or her observations of the youth.*

9. Youth has an obvious injury (refer to question 2) No Yes, if yes explain: _____

Probation Medical and Mental Health Clearance Form

10. Youth appears ill No Yes, if yes explain: _____

11. Youth has difficulty moving No Yes, if yes explain: _____

12. Youth has visible abrasions, cuts or bruises No Yes, if yes explain: _____

13. **Female** youth only:
Youth is pregnant? No Yes Pregnancy Suspected

PART 2 MENTAL ILLNESS: F.S. 985.115(2)(d) requires that instead of the department accepting a youth who appears to be mentally ill as defined in 394.463(1) or who has threatened, attempted, or inflicted physical harm on him or herself or others due to mental illness, the youth must be released to a law enforcement officer who shall deliver the youth to a designated public receiving facility as defined in s. 394.455 for examination under s. 394.463. The answers to question 14 through 22 will help the screener comply with this sub-paragraph of the statute.

*The following question must be asked of the presenting **law enforcement officer**:*

14. Do you have reason to believe that this youth has a mental illness and because of his or her mental illness has refused voluntary examination or is unable to determine whether examination is necessary?

No Yes If, yes please explain, _____

15. Does the youth appear to be incapacitated as a result of mental illness? No Yes, explain:

16. Has this youth tried to kill himself/herself recently? No Yes, Please explain and list the date(s):

Probation Medical and Mental Health Clearance Form

17. Do you have reason to believe that there is a substantial likelihood that without care or treatment the youth will cause serious bodily harm to himself/herself or others in the near future, as evidenced by recent behavior?

No Yes, if yes explain: _____

The following questions will be answered by the **screener** from his or her observations of the youth.

18. Does the youth appear to be incapacitated as a result of mental illness? No Yes, explain:

19. Has the youth threatened, attempted or inflicted physical harm on self or others due to mental illness? No

Yes, explain: _____

The following questions must be asked of the **youth**:

20. Have you tried to kill yourself in the last 24 hours? No Yes, explain:

When? _____

How? _____

21. Are you thinking about killing yourself now? No Yes, explain: _____

22. Would you kill yourself if you had the chance? No Yes

A YES answer to any question between 14 and 22 above AND presence of any ONE of the behavioral symptoms below requires that the law enforcement officer must transport the youth to a mental health receiving facility prior to screening.

- Youth is extremely upset or distressed
- Youth has a plan for suicide
- Youth's suicide plan is feasible
- Youth appears determined to kill himself/herself
- Youth's past suicide attempt was serious (attempt caused injury or hospitalization)
- Youth knows someone who committed suicide recently
- Youth appears depressed (sad)
- Youth reports hopelessness (negative thoughts about future/nothing to live for)
- Youth reports a mental health diagnosis (e.g., depression, anxiety, ADHD, alcoholism, etc.)
- Youth reports history of mental health counseling
- Youth reports relationship problems

Probation Medical and Mental Health Clearance Form

★ The youth must remain on one-to-one supervision while awaiting transportation by law enforcement to a mental health receiving facility. One-to-one supervision refers to the supervision of one youth by one staff member who remains within five feet of the youth at *all* times.

PART 3 INCAPACITATED: F.S. 985.115(2)(e) requires that instead of the department accepting a youth who appears incapacitated by substance use, the youth must be released to the law enforcement officer who shall deliver the youth to a hospital, addictions receiving facility, or treatment resource center. The answers to questions 23 and 24 will help the screener comply with this sub-paragraph.

The following question must be asked of the **youth**:

23. Have you used drugs or alcohol in the last 24 hours? No Yes, explain which drugs and how much:

Which Drug(s) and/or Alcohol:	How Much:
1.	
2.	
3.	
4.	
5.	
6.	
7.	

The following series of questions will be answered by the **screener** from his or her observations of the youth:

24. Does the youth appear to be incapacitated as a result of substance abuse? No Yes, explain:

A YES answer requires medical clearance by a licensed health care professional.

Probation Medical and Mental Health Clearance Form

PART 4 YOUTH DISPOSITION BASED ON SCREENING PROCESS: Note the status of the youth's acceptance for screening or referral for medical clearance prior to screening.

25. Youth Disposition Based on Screening Process (Please check one):

- Transfer to hospital or local receiving facility by law enforcement officer for clearance
- EMS must be summoned immediately by calling 911
- Accepted for Screening as a priority
- Accepted for Screening, but requires call to parent or guardian
- Accepted for standard Screening

Please document any refusals to answer questions by youth or notification of supervisor(s), with details:

Staff Signature

Printed Name

Title

Date and Time

THIS FORM SHALL BE PROVIDED TO THE FACILITY WHERE THE YOUTH IS NEXT RELEASED (SUCH AS DETENTION CENTER, SHELTER). THIS FORM MAY ALSO BE RELEASED TO THE PARENT OR GUARDIAN UPON REQUEST OR WHEN THERE IS A NEED FOR FOLLOW UP.
