

Date: January 7, 2022

Subject: Department of Juvenile Justice (Department or DJJ) Solicitation #10733 – PREA Services for Residential and Detention Facilities (Statewide)

Request for Proposals (RFP): The Department requires auditing services in accordance with the Prison Rape Elimination Act (PREA) standards, for juvenile residential and detention facilities. The PREA auditing services are to include independently observing, assessing, reviewing, and reporting on the Department's implementation and compliance with the PREA National Standards. The PREA auditing cycle is from August 20 – August 19 each year. The PREA audits being proposed must be conducted between August 20 – August 19 of the audit year.

Attachment J lists the Department's current residential and detention facilities selected for this RFP. The Department reserves the right to change the selected facilities if deemed necessary. The PREA Auditor will be notified of any changes prior to the scheduled audit for the facility.

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):

¹ Available at:

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

² Available at: <http://www.djj.state.fl.us/partners/procurement-and-contract-administration>

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

⁴ Available at: <http://www.djj.state.fl.us/partners/forms-library/contracts>

PUR 1000[1]	General Contract Conditions - Incorporated by Reference ¹
PUR 1001[1]	General Instructions to Respondents - Incorporated by Reference ¹
Attachment A	Services Sought
Attachment B	General Instructions for the Preparation and Submission of Proposals
Attachment C	Special Conditions
Attachment D	Past Performance for PREA Auditing Services (Mandatory)
Attachment E	Reserved
Attachment F	Evaluation Criteria
Attachment G	Sample Vendor Contract ²
Attachment H	Reserved
Attachment I	Reserved
Attachment J	Price Sheet (Mandatory)
Attachment K	Drug-Free Workplace Certification ²
Attachment L	Reserved
Attachment M	Reserved
Attachment N	Notice of Intent to Submit a Proposal ³
Attachment O	RFP Proposal Cross Reference Table
Attachment P	Written Evaluation Questions/Considerations
Attachment Q	Proposal Verification Form ³
Attachment R	Reserved
Attachment S	Tie Breaking Certifications ³
Attachment T	Reserved
Attachment U	Reserved
Attachment V	Reserved
Exhibit 1	Reserved
Exhibit 2	Reserved
Exhibit 3	Reserved

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

Eligible Respondents include units of local government, non-profit and for-profit organizations. For-profit organizations should be aware there are special conditions associated with Federal funding awards, including the requirement that commercial organizations agree not to make a profit as a result of an award; not to charge a management fee for the performance of a contract; and to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations.

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

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

Terminated for Cause Exclusions

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

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

One Florida Initiative Requirement

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

- 1) Does your organization have a Small Business Administration 8(a) certification? Yes (Y) / No (N)
If Y, then proceed no further with these questions.
- 2) Is your organization a non-profit? Y/N
If Y, then proceed no further with these questions.
- 3) Does your organization have more than 200 permanent full-time employees (including the permanent full-time staff of any affiliates)? Y/N
If Y, then proceed no further with these questions.
- 4) Does your organization have a net worth of \$5 million or more (including the value of any affiliates)?
Y/N

Sincerely,

Whittney Thomas, Procurement Manager
Bureau of Procurement and Contract Administration
Florida Department of Juvenile Justice
The Knight Building, Suite 1100
2737 Centerview Drive
Tallahassee, Florida 32399-3100
Telephone: (850) 717-2603

Fax: (850) 414-1625

E-Mail Address: Whittney.Thomas@fdjj.gov

ATTACHMENT A SERVICES SOUGHT

I. INTRODUCTION/BACKGROUND

The Department currently contracts for statewide auditing services, in accordance with the Prison Rape Elimination Act (PREA) standards, at all juvenile residential and detention facilities. Each facility operated by the agency, or by a private organization on behalf of the agency must be audited at least once during each three-year period by a qualified PREA Auditor, pursuant to 28 Code of Federal Regulations (C.F.R.), Part 115.

II. OVERVIEW OF SERVICES SOUGHT BY THIS REQUEST FOR PROPOSALS

The Department requires auditing services in accordance with the PREA standards, for juvenile residential and detention facilities. The PREA auditing services are to include independently observing, assessing, reviewing, and reporting on the Department's implementation and compliance with the PREA National Standards. The PREA auditing cycle is from August 20 – August 19 each year. The PREA audits being proposed must be conducted between August 20 – August 19 of the audit year.

Attachment J – Price Sheet lists the Department's current residential and detention facilities selected for this RFP. The Department reserves the right to change the selected facilities if deemed necessary. The PREA Auditor will be notified of any changes prior to the scheduled audit for the facility.

For a directory of the programs, addresses, program size, type, and directions to the Department's residential programs and detention facilities, please click on the links below:

A. Residential Programs: <http://www.djj.state.fl.us/programs-facilities/residential-facilities>

B. Detention Centers: <http://www.djj.state.fl.us/programs-facilities/detention-centers>

The Respondent shall coordinate with the Department's Statewide PREA Coordinator, to schedule and ensure that at least one-third of the Department's current residential and detention facilities, is audited during each one-year period.

III. REPLY

- A. Responses to this RFP shall include all the following:
1. Proposed Staffing – include licenses, qualifications, education, experience that meets the requirements to provide auditing services pursuant to Attachment A, Section VI., PREA Auditor Qualifications;
 2. Attachment J, Price Sheet - the Respondent shall complete, sign and submit Attachment J, Price Sheet;
 3. Schedule of Activities;
 4. Samples of Completed PREA Audits;
 5. PREA Auditing Standards; and
 6. The Department and the PREA Auditor shall comply with the requirements set forth in the PREA auditing standards (28 C.F.R. §115.401-05).

IV. SERVICES TO BE PROVIDED

Services shall be provided in accordance with this Attachment. A general description of services required are as follows:

- A. Provide auditing services for the Department to ensure compliance with the PREA standards;
- B. Complete PREA pre-audit utilizing the audit tool provided by the U.S. Department of Justice (DOJ), Office of Juvenile Justice Programs;
- C. Conduct on-site PREA audit at the Department's residential and detention facilities;
- D. Provide an audit report with the overall determination of compliance; and
- E. Conduct corrective action verification.

V. GENERAL DESCRIPTION

A. General Description of Services

The Department requires auditing services in accordance with the PREA standards for juvenile residential and detention facilities. The PREA auditing services are to include

independently observing, assessing, reviewing, and reporting on the Department's implementation and compliance with the PREA National Standards.

1. In order to accurately assess compliance at the facility, the Auditor shall:
 - a. Provide a pre-audit questionnaire, developed by the PREA Resource Center in conjunction with the DOJ, in advance to the facility's PREA Compliance Manager;
 - b. Conduct on-site inspection;
 - c. Observe programs and activities;
 - d. Interview pertinent administrators, professional staff, juvenile residential program and detention staff, and contractors;
 - e. Individually interview a sampling of youth;
 - f. Conduct detailed reviews of youth records and other pertinent documents and reports; and
 - g. Complete the final PREA Report of Certification by the DOJ.
2. The PREA Auditor shall spend a sufficient amount of time at the facility in order to accurately assess day-to-day operations and conditions.
3. The PREA Auditor shall be responsible for independently verifying representations from the Department regarding facility compliance.

B. Services to be Provided

The following shall be provided by the Respondent:

1. Each PREA audit shall include a certification by the PREA Auditor that no conflict of interest exists with respect to their ability to conduct a PREA audit of the agency under review.
2. PREA audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards.
3. For each PREA standard, the PREA Auditor shall determine whether the facility reaches one of the following findings: Exceeds Standard (substantially exceeds the requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); or Does Not Meet Standard (requires corrective action).
4. PREA audit reports shall describe the methodology, sampling sizes, and the PREA Auditor's conclusions regarding each standard provision for each audited facility and shall include recommendations for any required corrective action.
5. PREA Auditors shall redact any personally identifiable youth or staff information from their reports but shall provide such information to the agency upon request and may provide such information to the DOJ.
6. The PREA Auditor and the PREA Compliance Manager of the facility being audited shall jointly develop a corrective action plan to achieve compliance.
7. The PREA Auditor shall take necessary and appropriate steps to verify the implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility.
8. The PREA Auditor shall review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type.
9. PREA Auditors shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one-year period.
10. The PREA Auditor shall have access to, and shall observe, all areas of the audited facilities.
11. The PREA Auditor shall be permitted to request and receive copies of any relevant documents (including electronically stored information).
12. The PREA Auditor shall retain and preserve all documentation (including, e.g., video tapes and interview notes) relied upon in making audit determinations for fifteen (15) months following the completion of the audit. Such documentation shall be provided to the DOJ upon request.
13. The PREA Auditor shall interview a representative sampling of youth, residents, staff, supervisors, and administrators.
14. The PREA Auditor shall review a sampling of any available videotapes and other electronically available data that may be relevant to the provisions being audited.
15. The PREA Auditor shall conduct private interviews with youth and residents.

16. Youth shall be permitted to send confidential information or correspondence to the PREA Auditor in the same manner as if they were communicating with legal counsel.
 17. PREA Auditors shall communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.
 18. All services shall be provided by appropriately certified PREA Auditors as defined in the Code of Federal Regulations and in accordance with Florida Laws and Rules.
- C. Authority
All service tasks must be performed in accordance with 28 C.F.R. Part 115, Rule 63E-7, Chapter 985 and Chapter 39.201(1)(a), Florida Statutes (F.S.), FDJJ 1919, and all Departmental policies and procedures.
- D. Service Limits
All PREA audits, including any corrective action, shall be completed no later than August 19, 2025.
- E. Goals of the Service
1. To ensure the sexual safety of youth and staff;
 2. To recognize that prevention of youth sexual assault and abuse is a core component of facility security operations;
 3. To mitigate against litigation as the PREA standards are now considered accepted correctional practice;
 4. To demonstrate to all stakeholders the agency's commitment to the prevention of sexual assault;
 5. To promote thorough investigative practices to protect both staff and youth; and,
 6. To ensure that staff are appropriately trained in sexual assault prevention and response.
- F. Service Tasks
1. PREA Auditing Schedule
The PREA Auditor shall provide the Department's Statewide PREA Coordinator with a tentative schedule of activities during any on-site visits at least five days prior to arrival at the facility. This schedule of activities shall include a timeframe for the pre-audit questionnaire to be completed prior to the on-site visits.
 - a. The PREA Auditor notifies the Department's Statewide PREA Coordinator and facility six weeks in advance of the PREA audit and requires the facility to start the PREA Pre-Audit Questionnaire.
 - b. The PREA Auditor may take up to five days to complete the on-site audit.
 - c. The PREA Auditor has forty-five (45) days from the last day of the on-site audit to complete the PREA audit report.
 - d. If a corrective action is required, the facility has 180 days from the issuance of the PREA audit report to resolve the issues.
 - e. The PREA Auditor has 180 days from the facility's original due date for the corrective action to verify and provide the final report.
 2. Corrective Action Process
If the PREA audit report indicates that corrective action is required, the PREA Auditor and the PREA Compliance Manager of the facility being audited shall work to promptly and jointly develop a corrective action plan toward achieving compliance with all standards. The corrective action plan shall contain a timeline for specific minimal remedial measures the facility being audited shall take to achieve compliance within a 180 day corrective action period. The facility being audited shall deliver, and the PREA Auditor shall review and comment upon, deliverables provided to the PREA Auditor pursuant to the corrective action period, or earlier if compliance has been achieved before the end of the corrective action period. Under no circumstances shall the final report be issued more than 180 days from the original due date.
- G. Ex Parte Communication
The PREA Auditor shall be permitted to initiate and receive ex parte communications with the community stakeholders, the PREA Resource Center, the DOJ, and the Department, juvenile offenders, juvenile residents and other interested parties.
- H. PREA Auditor Responsibility and Authority

The PREA Auditor shall have the responsibility and authority to independently observe, assess, review, and report on the Department's implementation and compliance with the PREA National Standards.

1. In order to accurately assess compliance at the facility, the Auditor shall:
 - a. Conduct an on-site inspection;
 - b. Observe programs and activities;
 - c. Interview pertinent administrators, professional staff, juvenile residential program and detention staff, and contractors;
 - d. Individually interview a sample of youth;
 - e. Review a sampling of videotapes from residential and detention facilities; and
 - f. Conduct detailed reviews of youth records and other pertinent documents and reports.
2. The PREA Auditor shall spend a sufficient amount of time at the facility in order to accurately assess day-to-day operations and conditions.
3. The PREA Auditor shall be responsible for independently verifying representations from the Department regarding facility compliance.

I. Public Statements

Except as required or authorized by the PREA auditing standards; federal, state, or local law; judicial order; any contract resulting from this RFP; or as permitted by the Department, the PREA Auditor shall not make any oral or written public statements, including, but not limited to, statements to the press, conference presentations, lectures, or articles with regard to: the status of the Department's compliance or noncompliance with the PREA Standards, or any act or omission of the Department or its agents, representatives or employees.

J. Testimony

Except as required or authorized by the terms of any contract resulting from this RFP, or by permission of the Department, the PREA Auditor shall not testify in any litigation or proceeding with regard to the status of the Department's compliance or noncompliance with the PREA National Standards; or any act or omission of the Department or its agents, representatives or employees, unless otherwise lawfully compelled to do so. If the PREA auditor is lawfully compelled to provide such information, the PREA Auditor shall promptly notify the Department.

K. Conflict of Interest

The PREA Auditor shall not accept employment or provide consulting services that would present a conflict of interest with their responsibilities under any contract resulting from this RFP, with the PREA auditing standards, or with auditor ethical guidance provided by the PREA Resource Center or the DOJ, including, but not limited to, being employed or retained by the Department for purposes other than PREA auditing during the three-year period prior to the audit, or during the three-year period subsequent to the audit.

L. PREA Auditor Independence

Neither the Department, nor any employee or agent of the Department, shall have any supervisory authority over the Auditor's activities, reports, findings, or recommendations.

M. Termination of the PREA Auditor

All termination notices shall be sent by certified mail, or other delivery service with proof of delivery, to the Department's Contract Manager.

N. PREA Audit Report Delivery

The PREA Auditor shall provide the audit report to the Department's Statewide PREA Coordinator within forty-five (45) calendar days of the conclusion of the PREA Auditor's on-site visit. If there are no standards requiring corrective action, the audit report shall be considered final.

VI. PREA AUDITOR QUALIFICATIONS

- A. At a minimum, a PREA Auditor must meet the following requirements.
 1. All PREA Auditors shall be certified by the DOJ.
 2. No PREA audit may be conducted by a PREA Auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the PREA Auditor.
- B. Staffing

1. Designated PREA Auditor
 - a. The PREA Auditor may employ or partner with other PREA auditors. However, there shall be one designated PREA Auditor who shall be the responsible auditor, for purposes of any contract resulting from this RFP, and the PREA auditing standards.
 - b. All PREA Auditors shall meet the minimum requirements per the DOJ's Auditor qualifications.
 - c. Three years of significant auditing, monitoring, quality assurance, investigations, or substantially similar experience with the facility type or set of standards in which certification(s) is sought. When seeking dual certification in more than one set of standards, three years of relevant experience in one setting, along with at least one year relevant experience in the second setting is adequate to qualify the applicant for dual certification.
 - d. A bachelor's degree from an accredited college or university, or a high school diploma and equivalent career-related experience defined as five years of contemporary full-time public safety experience:
 - 1) As a first-line supervisor or higher, or
 - 2) At a high-level administrative position that requires considerable use of professional discretion.
 - 3) Two references from professionals in the field related to a relevant set of standards. Individual applicants who work for a state-level auditing or compliance entity (e.g., an employee of a state inspector general's office), and PREA Coordinators, may submit the endorsement of their employing entity as a substitute for references.
 - e. Passing a criminal background records check.
 - f. Completing a forty (40) hour PREA auditor certification training session and passing an examination, provided by the PREA Resource Center.

VII. THE DEPARTMENT'S RESPONSIBILITIES

- A. Tentative PREA Audit Timeline
The PREA Auditor and the Department tentatively agree the initial on-site visit for the audit shall occur according to the schedule agreed upon by the PREA Auditor and the Department's Statewide PREA Coordinator.
- B. Maintenance of Documentation and Information
All documentation (including electronic documentation) required by the PREA National Standards shall be maintained and secured by the Department. The Auditor is authorized to request, review, and retain all such documentation prior to, during, and after the on-site visit.
- C. PREA Auditor Access
The Department shall ensure that the PREA Auditor has access to the facility, documentation (including electronically-stored information), personnel, and youth, consistent with the auditing standards, until the issuance of the final report.
- D. Posting of Auditor Contact Information
The Department shall ensure that PREA Auditor contact information, together with a statement of confidentiality, shall be conspicuously displayed in all juvenile residential and detention housing units of the facility to be audited, for the six-week period prior to the on-site visit.
- E. External Advocacy Organizations
The Department shall work in good faith to identify and provide the PREA Auditor with contact information for community-based or victim advocates who may have insight into relevant conditions in the facility, in order to permit the Auditor to fulfill his or her obligations under 28 C.F.R. § 115.401 (o).
- F. Access to External Investigative Personnel
The Department shall make best efforts to obtain and provide information and personnel from external investigative entities relevant to compliance with the PREA National Standards to the PREA Auditor.
- G. PREA Auditor Workspace and Electronics

During any on-site visit, the Department and/or facility being audited shall provide the PREA Auditor with reasonable workspace and shall permit the PREA Auditor to maintain a laptop computer and mobile telephone within that workspace.

H. Publication of PREA Audit Report

The Department shall publish the final PREA audit reports on the Department website.

I. Retaliation Safeguards

The Department agrees that it shall not retaliate against any person because that person has provided any information or assistance to the PREA Auditor, has filed or will file a complaint, or has participated in any other manner in the conduct of the PREA audit. The Department agrees that it shall timely and thoroughly investigate any allegations of retaliation in violation of the PREA National Standards or any resulting contract and take corrective action identified through such investigations.

J. Mandatory Reporting Information

Pursuant to Chapter 39.201(1)(a), F.S., any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare is a mandatory reporter. The Department shall provide the PREA Auditor with contact information for the entity or entities which may legally accept mandatory reporting.

K. Primary Points of Contact

The Department shall provide the PREA Auditor with a list of primary points of contact (PPC) with respect to staff of all relevant disciplines within the Department and the facility being audited (e.g. mental health care, investigations, and housing classification).

VIII. STANDARD CONTRACT PROVISIONS

Conflict with PREA Standard

If any provision of this RFP is found to be inconsistent with the PREA auditing standards, the auditing standards shall prevail.

IX. DELIVERABLES

The PREA Audit consists of three phases for each of the residential and detention facilities on the Department's website.

A. Phase 1: Pre-Audit Functions

The Respondent shall complete the Pre-Questionnaire review and request for information from the residential or detention program.

B. Phase 2: On-Site Audit

1. The Respondent shall complete the on-site audit to review the program's compliance with PREA standards and provide a report within forty-five (45) calendar days of the conclusion of the PREA Auditor's on-site visit, to include corrective action (if necessary), to comply with PREA standards.
2. The Respondent shall submit the forty-five (45) day report, including corrective action, to the Department's Statewide PREA Coordinator. Once the Department's Statewide PREA Coordinator determines the report and corrective action (if necessary) is considered complete, then a written notification shall be sent to the Respondent stating an invoice may be submitted for Phases 1 and 2, in the amounts as identified in Attachment J, for that residential and/or detention program.
3. If the Department's Statewide PREA Coordinator determines the report is incomplete, the Department's Statewide PREA Coordinator will notify the Respondent of the deficiency(ies) and will give five days to correct the deficiency(ies) or a financial consequence shall be assessed for non-performance.

C. Phase 3: Corrective Action/Post-Audit Report

1. The Respondent shall complete the 180-day corrective action assistance and provide a final PREA report to the Department's Statewide PREA Coordinator for each residential or detention program for which a PREA audit was completed.
2. Once the Department's Statewide PREA Coordinator determines the final PREA report is complete, then a written notification shall be sent to the Respondent stating an invoice may be submitted for the program for the final payment due. Successful completion is achieved when the Department's Statewide PREA

Coordinator provides written notification to the Respondent stating an invoice may be submitted for applicable services.

X. REPORTS

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

A. Report Receipt and Documentation

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

B. Reports

1. Invoice

A properly prepared invoice shall be submitted directly to the Department's Contract Manager. Payment of the invoice shall be pursuant to section 215.422, F.S. and any interest due shall be paid pursuant to section 55.03(1), F.S. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Respondent is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

2. 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 of insurance. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in any resulting contract.

3. Subcontract(s)

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

4. Organizational Chart

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

5. Florida Minority Business Enterprise (MBE) Utilization Report

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

XI. PERFORMANCE OUTCOME MEASURES

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

A. Performance Measure Outcomes

1. PREA Certified Auditors

- **GOAL:** 100% of services shall be provided by a properly certified PREA auditor.
- **MEASURE:** This percentage shall be calculated by dividing the number of properly certified PREA auditors conducting audits by the number of auditors conducting PREA audits.
- **STANDARD:** 100% of services shall be provided by properly certified PREA Auditors.

2. PREA Auditing Schedules
 - **GOAL:** 100% of the tentative PREA Auditing Schedules will be submitted to the Department's Statewide PREA Coordinator no more than five days prior to a facility's on-site visit.
 - **MEASURE:** This percentage shall be calculated by dividing the number of schedules submitted within five days of a facility's on-site visit by the number of facility on-site visits.
 - **STANDARD:** 100% of schedules shall be submitted no more than five days prior to a facility's on-site visit.
3. PREA Auditor Notification
 - **GOAL:** The PREA Auditor will notify, in writing, the Department's Statewide PREA Coordinator and Facility six weeks in advance of the PREA audit and initiate the PREA Pre-Audit Questionnaire process with the facility's PREA Compliance Manager.
 - **MEASURE:** This percentage shall be calculated by dividing the number of notifications provided six weeks in advance by the total number of facility on-site visits.
 - **STANDARD:** 100% of audit notifications, and initiation of the PREA Pre-Audit Questionnaire, shall be provided six weeks in advance of facility on-site visits.
4. Pre-audit Questionnaires
 - **GOAL:** 100% of the pre-audit questionnaires shall be provided in conjunction with DOJ, in advance of the audit to the facility's PREA Compliance Manager.
 - **MEASURE:** This percentage shall be calculated by dividing the number of questionnaires provided in advance by the total number of questionnaires completed.
 - **STANDARD:** 100% of pre-audit questionnaires shall be provided in advance of the audit to the facility's PREA Compliance Manager.
5. PREA Audit Report
 - **GOAL:** The PREA Auditor will complete the PREA Audit Report within forty-five (45) calendar days from the last day of the on-site audit.
 - **MEASURE:** This percentage shall be calculated by dividing the number of audit reports completed within forty-five (45) calendar days from the last day of the on-site audit by the total number of on-site audits.
 - **STANDARD:** 100% of the PREA Audit Reports will be completed within forty-five (45) calendar days of the last day of the on-site audit.
6. Corrective Action Plan (CAP)
 - **GOAL:** If corrective action is required, the PREA Auditor will submit a correction action plan (CAP) within one week of the facility audit to the Facility Compliance Manager of the facility being audited and Department's Statewide PREA Coordinator.
 - **MEASURE:** This percentage shall be calculated by dividing the number of corrective action plans submitted within one week of the facility audit by the total corrective action plans submitted.
 - **STANDARD:** 100% of corrective action plans, if required, shall be submitted within one week of the facility audit.
7. Final PREA Audit
 - **GOAL:** The PREA Auditor will complete and submit a final PREA Audit Summary Report to the Department's Statewide PREA Coordinator no later than forty-five (45) calendar days or 180 days, if corrective action was necessary.
 - **MEASURE:** This percentage shall be calculated by dividing the number of final PREA Audit Summary Reports submitted within forty-five (45) calendar days or 180 days, if corrective action was necessary by the total number of final PREA Audit Summary Reports.
 - **STANDARD:** 100% of final PREA Audit Summary Reports shall be submitted within forty-five (45) calendar days or 180 days, if corrective action was necessary.

ATTACHMENT B
GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

- I. SOLICITATION NUMBER** RFP #10733
- II. SOLICITATION TYPE** Request for Proposal: The Department currently contracts for statewide auditing services, in accordance with the Prison Rape Elimination Act (PREA) standards, at all juvenile residential and detention facilities. Each facility operated by the agency, or by a private organization on behalf of the agency must be audited at least once during each three-year period by a qualified PREA Auditor, pursuant to 28 C.F.R., Part 115.
- III. PROCUREMENT OFFICE** Whitney Thomas, Procurement Manager
 Bureau of Procurement and Contract Administration
 Florida Department of Juvenile Justice
 The Knight Building, Suite 1100
 2737 Centerview Drive
 Tallahassee, Florida 32399-3100
 Telephone: (850) 717-2603
 Fax: (850) 414-1625
 E-Mail Address: Whittney.Thomas@fldjj.gov

IV. GENERAL INFORMATION

A. Calendar of Events

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

DATE	TIME	ACTION	WHERE
Friday, January 7, 2022	5:00 PM EST	Release of solicitation	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_main_menu
Friday, January 21, 2022	5:00 PM EST	Deadline for Written Questions	Send to Whittney.Thomas@fldjj.gov
Monday, February 21, 2022	5:00 PM EST	Anticipated date answers to written questions will be posted on the website	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_main_menu
Friday, February 25, 2022	5:00 PM EST	Deadline for Respondents to request access to the Bid Library	Send to Whittney.Thomas@fldjj.gov See Section VI., C., 1., b. & c., below for Bid Library information.
Monday, February 28, 2022	5:00 PM EST	Deadline for Submission of Intent to Submit a Response (Attachment N)	Submit to the Bid Library.
Monday, March 14, 2022	2:00 PM EDT	Proposals Due and Opened - Conference Call	Telephone 1-888-585-9008 and enter code #620-232-328 when directed.

DATE	TIME	ACTION	WHERE
Tuesday, March 29, 2022	10:00 AM EDT	Evaluation Team Briefing Conference Call (This meeting is open for public attendance via telephone)	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-585-9008 and enter code #620-232-328. A recording of the Conference Call will be available at: http://www.djj.state.fl.us/partners/contracting/conference-calls within forty-eight (48) hours of the Briefing being concluded, excluding weekends and holidays.
Thursday, April 14, 2022	10:00 AM EDT	Evaluation Team Debriefing Conference Call (This meeting is open for public attendance via telephone)	Bureau of Procurement and Contract Administration Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-585-9008 and enter code #620-232-328. A recording of the Conference Call will be available at: http://www.djj.state.fl.us/partners/contracting/conference-calls within 48 hours of the Debriefing being concluded, excluding weekends and holidays.
Monday, May 23, 2022	5:00 PM EDT	Notice of Intended Award	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www_main_menu
Friday, July 15, 2022		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 (Attachment B, Section IV., A.), and submitted to the Department electronically, as outlined in Section VI., C., 1.
Caution: A proposal received in the DJJ Bid Library after the exact time specified will not be considered, as specified by Attachment B.
- C. There is no site visit requirement for this solicitation.
- 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. Final Questions/Inquiries
Final questions or any other inquiries regarding the solicitation, shall be submitted in writing and sent to the Procurement Manager at Whittney.Thomas@fldjj.gov, or by mail or facsimile, and shall be received by the date specified for Deadline for Written Questions in the Calendar of Events (Attachment B, Section IV., A.). The Department will not accept questions for this solicitation after close of business on the date specified in the Calendar of Events. The Respondent is responsible for ensuring that the Procurement Manager receives the inquiry.
- Non-Binding Communication

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

Department's Official Answer to Questions: The Department's official response to all written questions will be posted at http://www.myflorida.com/apps/vbs/vbs_main_menu as an addendum to this solicitation on or about the date specified in the Calendar of Events.

F. Evaluator Briefing Session

The Department will hold an Evaluator Briefing Session at the date and time specified in the Calendar of Events. The purpose of the Evaluator Briefing Session is to ensure that evaluators fully understand the solicitation requirements and the evaluation and scoring process. This meeting is open for public attendance via telephone. A recording of the call will be available on the Department's website (<https://www.djj.state.fl.us/partners-providers-staff/procurement-and-contract-administration/conference-calls>) within forty-eight (48) hours of the date listed on the Calendar of Events excluding weekends and holidays.

G. Evaluator Debriefing Session

The Department will hold an Evaluator Debriefing Session at the date and time specified in the Calendar of Events. The purpose of the Debriefing Session is to allow evaluators an opportunity to state the page number(s) in the technical proposals where information relied on for assessing a score was found, record the scores assessed for the technical proposals and provide a concise summary of comments for each category/consideration. This meeting is open for public attendance via telephone. A recording of the call will be available on the Department's website at <https://www.djj.state.fl.us/partners-providers-staff/procurement-and-contract-administration/conference-calls> within forty-eight (48) hours of the date listed on the Calendar of Events excluding weekends and holidays.

H. On or about the date specified in the Calendar of Events (Attachment B, Section IV., A.), the Department's Notice of Agency Decision will be posted on the Vendor Bid System website at http://www.myflorida.com/apps/vbs/vbs_main_menu. Click on "Search Advertisements," and use the drop-down list under Advertisement Type and select Agency Decision, then under Agency, select the Department of Juvenile Justice. Click "Initiate Search," select the RFP and double click on the RFP number. Call the Department's Procurement Manager at the telephone number listed in Attachment B, Section III., with any questions regarding accessing the website.

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

V. **MANDATORY CRITERIA**

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

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

- A. It is **MANDATORY** that the Respondent submits its proposal within the time frame specified in the Calendar of Events (Attachment B, Section IV., A.).
- B. It is **MANDATORY** that the Respondent submit documentation that proves the Respondent has completed PREA auditing services during 2020 or 2021 in accordance to Attachment D, Past Performance for PREA Auditing Services.
- C. It is **MANDATORY** that the Respondent provide a price for the services by returning a completed and signed copy of the Department's **Attachment J (Price Sheet)**. The price must include all services, material and labor necessary to complete the Services Sought as outlined in Attachment A and described in this RFP and the Respondent's proposal.

Any proposal without a completed and signed Attachment J or with a proposed Grand Total exceeding the Annual Maximum Contract Dollar Amount listed in this RFP, may not be evaluated and may be rejected as non-responsive. The amounts in the Total for Program Facility column should be added together to arrive at the amount for the Grand Total. This price shall be expressed as two decimal number prices. Any proposal with incorrect calculations may not be evaluated and may be rejected as non-responsive.

- D. It is **MANDATORY** that the Respondent is a current certified PREA Auditor. The Respondent must submit documentation that proves they meet all the requirements in Attachment A, Section VI., PREA Auditor Qualifications.

VI. SOLICITATION INFORMATION

- A. The term "Provider" refers to:
1. "Provider" is defined to also include: any and all subsidiaries of the prospective Provider where the prospective Provider owns 80% or more of the common stock of the subsidiary; the parent corporation of the prospective Provider where the parent owns 80% or more of the common stock of the prospective Provider; and any and all subsidiaries of the parent corporation of the prospective Provider where the parent owns 80% of the common stock of the prospective Provider and the parent's subsidiaries.
 2. For all other purposes, the definition shall be as specified in Attachment C, 1.
- B. For the purposes of the Dun & Bradstreet (D&B) Supplier Qualifier Report (SQR) (if applicable): the proposing entity ("Provider") named in the Transmittal Letter and the DUNS number listed there must match the company name and DUNS number listed on the D & B SQR.
- C. Respondents shall submit proposals in the following format:
1. Electronic Upload of the Proposal(s)
 - a. The Department prefers Respondents to upload complete electronic proposals via the DJJ Bid Library, a private and secure online portal for solicitation documents, in SharePoint;
 - b. Respondents shall request to register for a DJJ Bid Library account no later than the deadline specified in the Calendar of Events for this RFP, by contacting the Procurement Manager: Whitney Thomas, via e-mail at: Whitney.Thomas@fldjj.gov, or phone: (850) 717-2603;
 - c. Respondents are required to register their email address for access to the DJJ Bid Library using a Microsoft account:
 - 1) If the Respondent's organization already uses a Microsoft account, that email address should be utilized in the registration request.
 - 2) If the Respondent's organization does not use a Microsoft account, a free account can be created through Microsoft at <https://signup.live.com/?lic=1>. *This step must be completed first, prior to submitting the DJJ Bid Library registration request.* The email address used to create the Microsoft account should be utilized in the registration request to your Procurement Manager.
 - 3) Access to the DJJ Bid Library is granted by each user's specific Microsoft account. The Respondent's organization may elect to register a single or general Microsoft account for all submissions.
 - 4) This allows multiple users, with the Microsoft account log-in information, to view each other's uploads to the DJJ Bid Library. It also allows other users to edit and delete each other's uploads. *This is the method recommended by the Department.*
 - 5) If the Respondent's organization elects to register multiple users with individual Microsoft accounts, each user **will not** be able to view, edit, or delete each other's submissions. If two users with individual accounts upload the same document, the Department will use the *most current version* of the document (by the established deadline for proposals), even if there are multiple uploaded versions of the same document.

- 6) Once registered, the access link to the DJJ Bid Library will be emailed (sent from no-reply@sharepointonline.com. Check Spam, Clutter, or Junk folders).
 - d. The complete Notice of Intent to Submit a Proposal (Attachment N) shall be uploaded to the DJJ Bid Library no later than the deadline specified in the Calendar of Events for this RFP.
 - e. The complete electronic proposal shall be uploaded to the DJJ Bid Library no later than the deadline specified in the Calendar of Events for this RFP. Any and all documents uploaded, edited, or modified in any way after this deadline will be deemed non-responsive;
 - f. The complete electronic proposal documents uploaded to the DJJ Bid Library must be in a "Checked-In" status at the time of Proposal opening to be accessible and available for review by Departmental staff. Any document that remains in a "Checked-Out" status will be deemed non-responsive.
 - g. The complete electronic proposal contains **all** documents as required per Attachment B., section XX., General Instructions for Preparation of the Proposal. Volumes 1, 2, and 3 shall be saved in Microsoft Word and/or Excel. The signed transmittal letter (Volume 1, Tab 1) and the signed Attachment J are the only documents which can be saved in a PDF format.
 - h. In the event a Respondent needs technical assistance, the DJJ Bid Library Technical Assistant is Bryant Wombles, who can be reached via e-mail at: William.Wombles@fldjj.gov or phone: (850) 717-2606; and,
 - i. If the requirement for electronic submission through the DJJ Bid Library would cause the Respondent undue hardship, the Respondent shall contact the Procurement Manager (Attachment B, VI., C., 1., b.) for this solicitation.
2. Submission Alternative
The Procurement Manager will provide instructions for an alternate method of submitting the proposal, only if submission via the DJJ Bid Library causes a hardship to the Respondent. The proposal must be prepared in accordance with Attachment B, section XX., General Instructions for the Preparation and Submission of Proposals and submitted by the due date as indicated in the Calendar of Events (Attachment B., IV., A.).
3. Additional Instructions Concerning Proposal Submission
- a. Email submissions are not permissible.
 - b. See instructions for proposal preparation in Attachment B, Section XX., and submittal information in Attachment B, Section III., and Section VI., C., 1.
 - c. Evaluation and review of the proposal will be based solely on information and documents submitted in the copies of Volumes 1, 2, and 3, unless otherwise indicated in the RFP.
- D. All dates in this procurement, and other RFP requirements, are subject to change. Modifications of the schedule or changes to the RFP shall be provided through an Addendum or Informational Notice, and posted on the Vendor Bid System website at: http://www.myflorida.com/apps/vbs/vbs_main_menu. Prospective Respondents are responsible for checking the website for any changes.

VII. RESPONDENT'S QUESTIONS

INFORMATION WILL NOT BE AVAILABLE ORALLY. All inquiries shall be in writing and be sent to the Procurement Manager at Whittney.Thomas@fldjj.gov, or by mail or by facsimile (850-414-1625) and shall be received by the date specified in the Calendar of Events (Section IV., A.). The Respondent is responsible for ensuring that the Procurement Manager received the inquiry. The Department will not take any further questions for this RFP after close of business that day. The Department's responses to questions will be posted at http://www.myflorida.com/apps/vbs/vbs_main_menu as an addendum to this RFP on or about the date specified in the Calendar of Events (Section IV., A.). Any information communicated through oral communication shall not be binding on the Department and shall not be relied upon

by any Respondent. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the agency posting the Notice of Intended Award, excluding Saturdays, Sundays, and state holidays, any employee or manager of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a proposal.

VIII. NUMBER OF AWARDS

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

IX. FAILURE TO EXECUTE CONTRACT

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

X. VENDOR REGISTRATION

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

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

XI. CONTRACT PERIOD AND RENEWAL

The resulting contract is expected to begin on **July 15, 2022**, and shall end at **11:59 p.m.** on **July 14, 2025**. This Contract may be renewed.

XII. TYPE OF CONTRACT CONTEMPLATED

A Fixed Price/Unit Rate Contract is anticipated from this solicitation. A copy of a sample contract containing all required terms and conditions is included as Attachment G.

XIII. DESIGNATION OF CONTRACT UNDER THE FLORIDA SINGLE AUDIT ACT

- A. All contracts with the Department are classified as either Recipient/Sub-Recipient, FSAA Exempt, or Vendor contracts. It is the Department's determination that this Contract is a Vendor Contract, pursuant to section 215.97, F.S.

- B. Statutory and rule requirements for the Provider for these types of contracts are specified in Attachment G, Section VI. FINANCIAL AND TRANSACTIONS AUDIT REQUIREMENTS.

XIV. TOTAL MAXIMUM ANNUAL CONTRACT DOLLAR AMOUNT

Total Maximum Annual Contract Dollar Amount	\$262,000.00
--	---------------------

XV. FINANCIAL CONSEQUENCES

- A. Financial consequences shall be assessed for Contract non-compliance or non-performance in accordance with the FDJJ Policy 2000 (Revised 01/31/19) for the following:
 - 1. Failure to submit an Outcome Based Corrective Action Plan (OBCAP) within thirty (30) calendar days of the finalized monitoring summary. This requires an acceptable OBCAP that clearly identified the root cause of the problem and outlines the process measures and outcomes that can be used to track the program’s success at correcting the issues. This timeframe may exceed thirty (30) calendar days if agreed to and approved in advance by the Regional Director or designee. The number of deficiencies or the complexity of the OBCAP will determine this approval;
 - 2. Failure to implement the OBCAP for identified deficiencies within the specified time frame(s); or
 - 3. Further failure to make acceptable progress in correcting deficiencies as outlined in the OBCAP within specified time frames.
- B. The Department’s Contract Manager or Regional Program Monitor conducts verification within ten business days of date identified by the Respondent on the OBCAP in the Department’s Program Monitoring and Management (PMM) system of when the deficiency would be corrected.
- C. The Department shall assess a financial consequence for non-compliance on the Respondent for each uncorrected deficiency identified in the OBCAP. After a failed second verification, the financial consequence(s) shall be assessed for each day the Provider has not complied retroactive to the date of the Department’s second verification site visit and shall continue to be imposed daily until each identified deficiency is remedied to full compliance with the OBCAP. Financial consequences for non-compliance can only be made as long as the language and calculations for financial consequences is in the original contract or amendment(s).
- D. The Respondent expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to the Department by law.
 - Total monthly value of Contract X 1.0% = Financial Consequence. Imposition of consequences shall be based on per deficiency per day.
- E. Written notification to the Respondent, including the deficiency(ies), the conditions (including time frames) that must be in place to satisfy the deficiency(ies) or the Department’s concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice, will be drafted by the Department’s Contract Manager. The Department’s Contract Manager shall deduct the approved amount from the Respondent’s next monthly invoice as specified in the written notification.
- F. If the Respondent has a grievance concerning the imposition of financial consequences for non-compliance, the Respondent shall follow the dispute process outlined in the resulting contract, describing any extenuating circumstances that prevented them from correcting the deficiency(ies).
- G. If the Respondent fails to address the Department’s concerns after second verification and after the imposition of financial consequences, absent documentation of extenuating circumstances, the Department may move to the cure process, demand corrective action, and advise the Respondent that failure to do so will result in suspension of services or contract termination.

XVI. OPTIONS

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

Option for Changes in Contract Services

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

XVII. SUBCONTRACTING

The Respondent shall not subcontract, assign, or transfer any of the services sought under this RFP, without the prior written consent of the Department. The Department supports diversity in its procurement program and requests that Respondents use all subcontracting opportunities afforded by this solicitation to embrace diversity. The award of subcontracts by Respondents should reflect the full diversity of the citizens of the State of Florida. The Office of Supplier Diversity (OSD) website, <http://osd.dms.state.fl.us/>, includes a list of Certified Minority Business Enterprises (CMBEs) that could be offered utilization opportunities.

XVIII. FAITH-BASED NON-DISCRIMINATION CLAUSE

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

XIX. ELABORATE PROPOSALS

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

XX. GENERAL INSTRUCTIONS FOR PREPARATION OF THE PROPOSAL

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

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

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

The proposal shall consist of the following parts:

A. Transmittal Letter – Volume 1, Tab 1

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

1. Submitted on the Respondent's letterhead;
2. Signed by an individual who has the authority to bind the Respondent;
3. Contain the Respondent's official name (the company name), address, telephone number, and email address;
4. Contain the name and title of the Respondent official who will sign any contract (this individual shall have the authority to bind the Respondent and shall be

- available to be contacted by telephone, email or attend meetings, as may be appropriate regarding the solicitation);
5. Contain the Respondent's Federal Employee Identification Number (including the State of Florida Vendor Sequence Number, if available). If not available, please make that statement, and the Department will collect the information prior to posting the Notice of Intended Award;
 6. Contain the Respondent's DUNS Number, if applicable. If not applicable, please make that statement;
 7. If the proposing entity is a "DBA" or "Doing Business As", the Respondent shall state the reason for it;
 8. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that (insert Respondent's name) agrees to all terms and conditions contained in the Request for Proposal for which this proposal is submitted";
 9. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that (insert Respondent's name) has met all conditions and requirements of Attachment C, including that neither it nor its principals are presently debarred, suspended, or proposed for debarment, or have been declared ineligible or voluntarily excluded from participation in this Procurement/contract by any federal department or agency." **If the Respondent is unable to certify to any part of this statement, such Respondent shall include an explanation in the Transmittal Letter.**
 10. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that neither (insert Respondent's name) nor anyone acting on its behalf have contacted anyone, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the Notice of Intended Award, excluding Saturday, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents"; and,
 11. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that (insert Respondent's name) is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; is not listed on the Scrutinized Companies with Activities in Sudan List; is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not engaged in business operations in Syria; and, is not engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela. (pursuant to sections 215.472, 215.4725, 215.473, and 287.135, F.S.)".
 12. The Transmittal Letter must contain this exact statement: "On behalf of (insert Respondent's name), this letter certifies that the Attachment J- Price Sheet submitted is complete, reflects reasonable costs for the service being proposed, and all costs are necessary to provide the proposed services". I understand that the Attachment J, which has been submitted by the date and time required in the RFP, will be evaluated in accordance with Attachment F.

B. Cross Reference Table - Volume 1, Tab 1

In order to assist the Respondent in its development of a responsive proposal and to facilitate proposal evaluation by the Department, the Respondent shall provide a table that cross-references the contents of its proposal with the contents of the RFP. Please see Attachment O to this RFP for the cross reference table. The Respondent shall insert the Attachment O in Volume 1, Tab 1, just after the Part A - Transmittal Letter. Remember to complete Attachment O in its entirety.

Respondents are advised that the Department's ability to conduct a thorough review of proposals is dependent on the Respondent's ability and willingness to submit proposals which are well-ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential, and is the responsibility of the Respondent. The Respondent shall ensure the proposal's sections are properly and completely identified by

citing all the applicable page numbers correlating to the requested documentation in Attachment O.

- C. Drug-Free Workplace Certification & Tie Breaking Certifications – Volume 1, Tab 2
The proposal may contain the Drug-Free Workplace Certification in accordance with section 287.087, F.S., (if desired by the Respondent) for preference in the event of a tie in the scoring of a competitive solicitation. This is not a mandatory requirement. The form is labeled as Attachment K. The Respondent may also submit Attachment S (Tie-Breaking Certifications), which is not mandatory.

- D. Technical Proposal - Volume 1, Tab 3

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

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

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

1. PREA Auditing and Services Sought

The Respondent shall provide a proposal that demonstrates the knowledge and understanding of the desired PREA auditing services identified in the Services Sought.

- a. Methodology and Sampling Size Utilized

The Respondent shall propose an outline of the Schedule of Audit Activities to ensure the assigned facilities are accurately assessed for compliance through conducting on-site inspections, observing program, detention staff and contractors, individually-interviewing a sampling of youth, reviewing a sampling of videotapes from residential and detention facilities, conducting detailed reviews of youth records, and other pertinent documents and reports.

- b. Frequency and Completion of Tasks

The Respondent shall propose the Services Sought, completion of the service tasks, and address the appropriate frequency and timeframes of the proposed services, to ensure the PREA audit reports are completed in a timely manner.

- c. Managements Approach to Plan, Control and Manage the Services

The Respondent shall describe their approach to plan, control, and manage the services, in accordance with requirements identified in Attachment A, Services Sought.

- d. Organizational Structure and Oversight

The Respondent shall describe the organizational structure and oversight to be provided that shall ensure the assigned juvenile residential and detention facilities are observed, assessed and supported for the service required in accordance with requirements identified in Attachment A, Services Sought.

- e. Staffing Required to Deliver Services

The Respondent shall describe the number and type of staff to perform service, inclusive of required management staff positions and key personnel that are required in order to deliver services as specified in the RFP.

- f. Qualifications and Licensure of Management and Key Personnel

The Respondent shall identify professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP.

g. Training and Certification

The Respondent shall describe any training(s)/certification(s) required for staff to perform services as specified in the RFP.

h. Schedule of Audit Activities

The Respondent shall outline the Schedule of Audit Activities to ensure the assigned facilities are accurately assessed for compliance through conducting on-site inspections, observing programs and activities, interviewing pertinent administrators, professional staff, juvenile residential program staff, detention staff and contractors, individually-interviewing a sampling of youth, reviewing a sampling of videotapes from residential and detention facilities, conducting detailed reviews of youth records and other pertinent documents and reports.

i. Implementation of Services

The Respondent shall provide a detailed plan of implementation for the Services Sought at each facility for the duration of the funding period.

j. Timeline of Proposed Activities of Services and Deliverables

The Respondent shall include a detailed timeline for each facility outlining all the proposed activities (including anticipated dates of start and completion) of services and deliverables.

E. Financial Proposal – Volume 2

1. Attachment J – Tab 1

- a. The Respondent shall complete and submit Attachment J – Price Sheet.
- b. The Attachment J must reflect proposed costs which are allowable, reasonable, and necessary to provide the proposed services.
- c. Once the Department has accepted the Attachment J after evaluating it in accordance with Attachment F, the Attachment J shall not be altered without prior written approval from the Department.
- d. Any projected cost not captured in the Attachment J will be the responsibility of the awarded Provider.

2. CMBE Utilization Plan – Tab 2

The Respondent shall describe its plan and/or methods to encourage diversity and utilize minority businesses in the performance of the services described in this solicitation. The information provided in this section shall address the plan described in the CMBE Utilization Plan of the RFP. The Respondent shall also include documentation supporting the CMBE Utilization Plan, for each Florida CMBE listed that the Respondent intends to utilize in the program procured. Florida CMBEs must meet all CMBE eligibility criteria and be certified as a CMBE by the Office of Supplier Diversity (OSD) of the Florida Department of Management Services. The documentation shall be a one-page letter supplied by the CMBE on its letterhead stationery, stating the intent of the CMBE to participate in the program and clearly identifying the Department Solicitation Number. No points will be awarded for the CMBE Utilization Plan.

F. Provider Performance – Volume 3

1. Evaluation of Past Performance for PREA Auditing Services - Tab 1

- a. The purpose of this section is for the Respondent to prove they have completed PREA auditing services during 2020 or 2021, by providing information requested on Attachment D.
 - 1) Respondents shall attach dated supporting documentation for Attachment D.
 - 2) The Respondent may provide documentation that proves the Respondent has completed PREA auditing services for 2019 or earlier.

XXI. ADDITIONAL REQUIREMENTS FOR RESPONDENTS SELECTED FOR CONTRACT AWARD

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

CONTENTS

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

1. DEFINITIONS

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

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

2. GENERAL INSTRUCTIONS

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

3. SUBMISSION OF PROPOSALS

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

4. TERMS AND CONDITIONS

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

- (a) Technical Proposal Specifications;
- (b) Special Conditions;
- (c) Instructions to Respondents (Attachment C);
- (d) Instructions to Respondents (PUR 1001[1]);
- (e) General Conditions (PUR 1000[1]); and,

(f) Introductory Materials.

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

5. QUESTIONS

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

6. CONFLICT OF INTEREST

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

7. CONVICTED VENDORS

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

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

8. DISCRIMINATORY VENDORS

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

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

9. SCRUTINIZED COMPANIES LIST

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

10. RESPONDENT'S REPRESENTATION AND AUTHORIZATION

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

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

11. PERFORMANCE QUALIFICATIONS

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

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

12. PUBLIC OPENING

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

13. METHODOLOGY FOR AGENCY DECISION

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

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

- (a) Technical Proposal Cumulative Score (as outlined in Attachments F and P);
- (b) The Respondent's past performance (as outlined in Attachment D); and,
- (c) Meets Financial Proposal Evaluation Criteria (see Attachments B, F, and J).

14. ELECTRONIC POSTING OF NOTICE OF AGENCY DECISION

On or about the date indicated in Attachment B, the Department shall electronically post a notice of intended award at http://myflorida.com/apps/vbs/vbs_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 seventy-two (72) hours after the electronic posting. The Department shall not provide tabulations or notices of award by telephone.

15. FIRM RESPONSE

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

16. CLARIFICATIONS / REVISIONS

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

17. MINOR IRREGULARITIES / RIGHT TO REJECT

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

18. CONTRACT FORMATION

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

19. CONTRACT OVERLAP

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

20. PUBLIC RECORDS

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

21. CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL

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

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

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

22. PROTESTS

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

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

23. CAPTIONS AND NUMBERING

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

24. CONTACT DURING SOLICITATION

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

25. SPECIAL CONDITIONS

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

26. COOPERATION WITH INSPECTOR GENERAL

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

27. UNSUCCESSFUL CONTRACT AWARD

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

**ATTACHMENT D
PAST PERFORMANCE FOR PREA AUDITING SERVICES
EVALUATION DESCRIPTION**

This attachment describes the past performance assessment methodology for entities (Respondent) replying to a solicitation for PREA services.

It is **MANDATORY** that the Respondent submit documentation that proves the Respondent has completed PREA auditing services during 2020 or 2021.

The Respondent may provide documentation that proves the Respondent has completed PREA auditing services for 2019 or earlier. Forty (40) points will be awarded for each year the Respondent has completed PREA services, with a maximum of 120 points that can be awarded for past performance.

The Department will verify that all submitted information is considered; however, the Department is not responsible for conducting additional research for information not submitted and documented by the Respondent.

Respondents shall submit the required information and documents for this solicitation in electronic submittal of Volume 3. The Respondent must ensure the document submission contains the required information and does not exceed the solicitation requirement for total number of pages submitted. Documents submitted in other sections of the response or those that exceed the total number of pages allowed shall be considered non-responsive.

PART I	Maximum Points	Description
PREA Auditing Services	120	Points will be determined as follows:
		+ 40 points for each year of completed PREA Auditing Services
	120 points	Total possible points for Part I

**ATTACHMENT F
EVALUATION CRITERIA**

THIS RFP CONTAINS MANDATORY REQUIREMENTS THAT ARE SPECIFIED IN ATTACHMENT B, SECTION V. FAILURE TO MEET THESE REQUIREMENTS MAY RESULT IN A PROPOSAL NOT BEING EVALUATED AND MAY BE REJECTED AS NON-RESPONSIVE. ALL EVALUATION AND REVIEW OF THE RESPONDENT’S PROPOSAL WILL BE BASED SOLELY ON VOLUMES 1, 2, AND 3, UNLESS OTHERWISE NOTED IN THIS RFP.

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

A. Technical Proposal

1. The Technical Proposal’s sections will be evaluated by a minimum of three Department employees serving as evaluators. They will independently score these sections based on the requirements of the RFP on a 0-3 scale. The assignment of points by each evaluator will be based upon the following description of each score:

Use the following rating scores to rate the evaluation question in Attachment P:		AWARD CRITERIA
RATING	SCORE	EVALUATION DESCRIPTION
Excellent	3	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	2	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.
Poor	1	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	0	The proposal fails to demonstrate the Respondent’s understanding of the requirements for the component specified or the ability to provide the service.

2. Evaluators will score proposals based on the information provided in response to the criteria outlined in Attachment P.
3. The maximum points that can be awarded for the technical proposal is 405 points.

B. Financial Proposal - Evaluation Criteria

1. It is **MANDATORY** that the Respondent shall provide a price for the services by returning a completed and signed copy of the Department’s Attachment J - Price Sheet. The price must include all services, material and labor necessary to complete the Services Sought in Attachment A as described in this RFP and the Respondent’s proposal. The price sheet will be scored. Any proposal without a completed and signed Attachment J or with a proposed Grand Total exceeding the Annual Maximum Contract Dollar Amount listed in Attachment B, may not be evaluated and may be rejected as non-responsive. The amounts in the Total for Program Facility column should be added together to arrive at the amount for the Grand Total. Any proposal with incorrect calculations may not be evaluated and may be rejected as non-responsive.

2. The score for price will be based upon the lowest "Grand Total" submitted on Attachment J by all Respondents. The total available points for price is 200 points. Therefore, the Respondent who submits the lowest Grand Total shall receive 200 points. Grand Total for the purposes of evaluation shall be the TOTAL ANNUAL MAXIMUM PROPOSED AMOUNT. All others will receive a score that is equal to 200 points minus the percentage difference above the lowest proposal. For example, if the second lowest proposal is 10% higher than the lowest proposal, the second Respondent will receive a score of 180 points (i.e., 200 points minus 10% of 200 [or 20 points] equals 180 points).

C. Past Performance Points

Points will be awarded as per Attachment D. The maximum amount of points that can be awarded for past performance is 120 points.

D. Application of Points

To determine the highest scoring Respondent, the Procurement Manager will add the Respondent's Technical Proposal Points (max of 405 points) the Respondent's Price Points (max of 200 points), and Past Performance Points (max of 120 points) together for a cumulative total. The Respondent with the highest cumulative total will be ranked first, the Respondent with the second highest Grand Total will be ranked second, etc.

	Maximum Points
Written Proposal Evaluation Criteria	
A. PREA Auditing and Services Sought	30
A.1. Methodology and Sampling Size Utilized	45
A.2. Frequency and Completion of Tasks	30
B. Managements Approach to Plan, Control and Manage the Services	30
B.1. Organizational Structure and Oversight	30
C. Staffing Required to Deliver Services	15
C.1. Qualifications and Licensure of Management and Key Personnel	15
C.2. Training and Certification	15
D. Schedule and Performance of Audit Activities	75
E. Implementation of Services	75
E.1. Timeline of Proposed Activities of Services and Deliverables	45
TOTAL MAXIMUM POINTS AVAILABLE - WRITTEN PROPOSAL RESPONSE	405

ATTACHMENT G
SAMPLE CONTRACT

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT J - PRICE SHEET

Program Facility	Pre-Audit Functions			On-Site Audit				Corrective Action / Post-Audit Report				Grand Total for Program Facility
	Proposed # of Hours	Proposed Hourly Rate*	Pre-Audit Subtotal	Proposed # of Staff	Proposed # of Days	Proposed Daily Cost*	On-Site Audit Subtotal	Proposed # of Hours for Corrective Action	Proposed # of Hours for Post-Audit Report Writing	Proposed Hourly Rate*	Corrective Action & Post-Audit Subtotal	
	(1)	(3)	(4)	(1)	(2)	(3)	(4)	(1)	(1)	(3)	(4)	(5)
<i>EXAMPLE Lake Academy</i>	10	\$40	\$400	2	2	\$300	\$1,200	20	5	\$45	\$4,500	\$6,100
Alachua Academy												
Brevard Group Treatment Home Non-Secure												
Broward Youth Treatment Center												
Center for Success and Independence – Ocala/ Center for Success and Independence – Ocala Substance Abuse												
Central Pasco Girls Academy												
Charles Britt Academy - Sequel												
Columbus Youth Academy												

Crestview Sex Offender Program/Okaloosa Youth Academy/Okaloosa Youth Academy Substance Abuse												
Crestview Youth Academy BDD/DD Nonsecure/Crestview Youth Academy Substance Abuse Secure												
Cypress Creek JOCC (Max Risk)/Cypress Creek Treatment Center (High Risk)												
Daytona Juvenile Residential Facility												
Deep Creek Youth Academy BDD/DD/Deep Creek Youth Academy Comprehensive Intensive Mental Health/Deep Creek Youth Academy Intensive Mental Health/Deep Creek Youth Academy – Medically Complex												
Dove Academy Nonsecure/Dove Academy Substance Abuse												
Duval Academy - Sequel												
Escambia Boys Base												

Everglades Youth Academy Max Risk/Everglades Youth Academy Max Risk and High Risk Sex Offender												
Hillsborough Girls Academy/ Hillsborough Girls Academy Max Risk												
Hope Forest Academy												
Jacksonville Youth Academy												
JoAnn Bridges Academy												
Juvenile Unit for Specialized Treatment /Twin Oaks												
Kissimmee Youth Academy - YOI - High Risk and Max Risk/Kissimmee Youth Academy BDD and DD/Kissimmee Youth Academy Substance Abuse												
Lake Academy												
Les Peters Academy												
Marion Youth Academy												
Melbourne Center for Personal Growth												
Miami Youth Academy												
Oak Grove Academy												
Orange Youth Academy/Orange Youth Academy Substance Abuse/Orlando Intensive Youth Academy												
Palm Beach Youth Academy/Palm Beach Youth Academy Substance Abuse												

Polk Halfway House													
Saint John's Youth Academy High Risk and Max Risk													
Tampa Residential Facility/Tampa Residential Facility Substance Abuse													
Walton Academy for Growth and Change/Walton Academy for Growth and Change - Substance Abuse													
Youth Environmental Services													
Alachua Regional Juvenile Detention Center													
Bay Regional Juvenile Detention Center													
Brevard Juvenile Detention Center													
Broward Juvenile Detention Center													
Collier Juvenile Detention Center													
Duval Regional Detention Center													
Escambia Regional Juvenile Detention Center													
Hillsborough Juvenile Detention Center													
Leon Regional Juvenile Detention Center													
Manatee Regional Juvenile Detention Center													
Marion Regional Juvenile Detention Center													

Miami-Dade Regional Juvenile Detention Center												
Monroe Juvenile Detention Center												
Okaloosa Regional Juvenile Detention Center												
Orange Regional Juvenile Detention Center												
Palm Beach Juvenile Detention Center												
Pasco Juvenile Detention Center												
Pinellas Juvenile Detention Center												
St. Lucie Regional Juvenile Detention Center												
SW Florida Regional Juvenile Detention Center												
Volusia Regional Juvenile Detention Center												

INSTRUCTIONS:

For cells numbered (1), the Prospective Provider shall insert the number of hours for all staff, or number of staff, associated with completing the functions identified.

For cells numbered (2), the Prospective Provider shall insert the proposed number of days (any day Monday-Sunday; on-site no less than 8 hours) associated with completing the designated functions.

For cells numbered (3), the Prospective Provider shall insert the hourly rate or daily cost associated with completing the designated functions.

For cells numbered (4), multiply cells (1), (2), and/or (3) for the subtotal of the respective functions/audits.

For cells numbered (5), add cells numbered (4) together for the Grand Total for Program Facility.

*Please note that the hourly rate/daily cost shall include all associated expenses with providing the relevant service(s) specified in Attachment A.

Repeat instructions above for each program facility the Prospective Provider is proposing to audit.

NAME: _____ TITLE: _____

COMPANY: _____

E-MAIL ADDRESS: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

**ATTACHMENT O
CROSS REFERENCE TABLE**

RFP DOCUMENTATION (TO BE COMPLETED BY DEPARTMENT)		LOCATION IN PROPOSAL (TO BE COMPLETED IN ITS ENTIRETY BY RESPONDENT)	
SECTION/PART	SUBJECT	PAGE NUMBERS	SECTIONS/PARTS
	GENERAL PROPOSAL RESPONSE REQUIREMENTS		
Attachment B Section IV., A. and Attachment B Section V., A.	MANDATORY – The Respondent must submit a Proposal within the time frame in the Calendar of Events.		
Attachment B Section V., B.	MANDATORY – The Respondent must submit documentation that proves the Respondent has completed PREA auditing services during 2020 or 2021 – Attachment D.		
Attachment B Section V., C.	MANDATORY – Attachment J – A completed & signed copy of the Attachment J with the annual maximum contract dollar amount at or below the annual maximum contract dollar amount stated in the RFP.		
Attachment B, Section V., D.	MANDATORY – The Respondent must submit documentation that they meet all of the requirements of a certified PREA Auditor, as specified in Attachment A, Section VI., PREA Auditor Qualifications.		
	TECHNICAL PROPOSAL		
*PLEASE NOTE: The Respondent is requested to provide evidence of existing documentation (plans, resumes, charts, etc.) as requested in this cross reference table and addressed below. If evidentiary documentation is not currently available, provide evidence of intent or plan to implement and identify as such. This will include proposed plans, schedules, proposed staff contracts, job description etc. Include all relevant information that will assist DJJ in evaluating your technical proposal. Failure to provide information as requested may result in 0 points being assessed for that portion of the technical proposal evaluation. If the Respondent is selected for Contract award, the proposed service and all elements thereof will be incorporated by reference into the resulting contract, unless they do not otherwise meet the terms and conditions of this RFP.			
	1. PREA AUDITING AND SERVICES SOUGHT		
Attachment B Section XX., D., 1.	The Respondent shall provide a proposal that demonstrates the knowledge and understanding of the desired PREA auditing services identified in the Services Sought.		
	a. METHODOLOGY AND SAMPLING SIZE UTILIZED		
Attachment B Section XX., D., 1., a.	The Respondent shall propose an outline of the Schedule of Audit Activities to ensure the assigned facilities are accurately assessed for compliance through conducting on-site inspections, observing program, detention staff and contractors, individually-interviewing a sampling of youth, reviewing a sampling of videotapes from		

	residential and detention facilities, conducting detailed reviews of youth records, and other pertinent documents and reports.		
	b. FREQUENCY AND COMPLETION OF TASKS		
Attachment B Section XX., D., 1., b.	The Respondent shall propose the Services Sought, completion of the service tasks, and address the appropriate frequency and timeframes of the proposed services, to ensure the PREA audit reports are completed in a timely manner.		
	c. MANagements Approach to Plan, Control and Manage the Services		
Attachment B Section XX., D., 1., c.	The Respondent shall describe their approach to plan, control, and manage the services, in accordance with requirements identified in Attachment A, Services Sought.		
	d. ORGANIZATIONAL STRUCTURE AND OVERSIGHT		
Attachment B Section XX., D., 1., d.	The Respondent shall describe the organizational structure and oversight to be provided that shall ensure the assigned juvenile residential and detention facilities are observed, assessed and supported for the service required in accordance with requirements identified in Attachment A, Services Sought.		
	e. STAFFING REQUIRED TO DELIVER SERVICES		
Attachment B Section XX., D., 1., e.	The Respondent shall describe the number and type of staff to perform service, inclusive of required management staff positions and key personnel that are required in order to deliver services as specified in the RFP.		
	f. QUALIFICATIONS AND LICENSURE OF MANAGEMENT AND KEY PERSONNEL		
Attachment B Section XX., D., 1., f.	The Respondent shall identify professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP.		
	g. TRAINING AND CERTIFICATION		
Attachment B Section XX., D., 1., g.	The Respondent shall describe any training(s)/certification(s) required for staff to perform services as specified in the RFP.		
	h. SCHEDULE OF AUDIT ACTIVITIES		
Attachment B Section XX., D., 1., h.	The Respondent shall outline the Schedule of Audit Activities to ensure the assigned facilities are accurately assessed for compliance through conducting on-site inspections, observing programs and activities, interviewing pertinent administrators, professional staff, juvenile residential program staff, detention staff and contractors, individually-interviewing a sampling of youth; reviewing a sampling of videotapes from residential and detention		

	facilities, conducting detailed reviews of youth records and other pertinent documents and reports.		
	i. IMPLEMENTATION OF SERVICES		
Attachment B Section XX., D., 1., i.	The Respondent shall provide a detailed plan of implementation for the Services Sought at each facility for the duration of the funding period.		
	j. TIMELINE OF PROPOSAL ACTIVITIES OF SERVICES AND DELIVERABLES		
Attachment B Section XX., D., 1., j.	The Respondent shall include a detailed timeline for each facility outlining all the proposed activities (including anticipated dates of start and completion) of services and deliverables.		
	FINANCIAL PROPOSAL		
Attachment B, Section XX., E., 2.	CMBE Utilization Plan – The Respondent shall describe its plan and/or methods to encourage diversity and utilize minority businesses in the performance of the services described in this solicitation.		

**ATTACHMENT P
WRITTEN EVALUATION QUESTIONS/CONSIDERATIONS**

A. PREA Auditing and Services Sought

The Respondent shall provide a proposal that demonstrates the knowledge and understanding of the desired PREA auditing services identified in the Services Sought.

(Weight: 10 – Maximum Score: 30)

RATING CRITERIA EXPLANATION	Maximum # of Points	Proposal Page Number(s)	Notes and Comments
The Respondent has included a thorough description of the Services Sought with an explanation of how the proposed services will specifically advance the Department's vision and major goals as outlined in the solicitation's Attachment A. The Respondent has thoroughly addressed the additional requirements in the Attachment A, Services Sought.	3 points		
The Respondent has included an adequate description of the Services Sought with an adequate explanation of how the proposed services will specifically advance the Department's vision and major goals as outlined in the solicitation's Attachment A. The Respondent has adequately addressed the additional requirements in the Attachment A, Services Sought.	2 points		
The Respondent has included a mediocre description of the Services Sought with an unexceptional explanation of how the proposed services will specifically advance the Department's vision and major goals as outlined in the solicitation's Attachment A. The Respondent has addressed, with a mediocre description, the additional requirements in the Attachment A, Services Sought.	1 point		
The Respondent has not included a description of the Services Sought with an explanation of how the proposed services will specifically advance the Department's vision and major goals as outlined in the solicitation's Attachment A or, such a description is included, but it poorly articulates the advancement of vision and major goals. The Respondent has failed to address the additional requirements in the Attachment A, Services Sought.	0 points		
FINAL SCORE: _____ (0-3)		INITIALS & DATE: _____	

ATTACHMENT P
WRITTEN EVALUATION QUESTIONS/CONSIDERATIONS

A.1. Methodology and Sampling Size Utilized

The Respondent shall propose an outline of the Schedule of Audit Activities to ensure the assigned facilities are accurately assessed for compliance through conducting on-site inspections, observing program, detention staff and contractors, individually-interviewing a sampling of youth, reviewing a sampling of videotapes from residential and detention facilities, conducting detailed reviews of youth records, and other pertinent documents and reports.

(Weight: 15 – Maximum Score: 45)

RATING CRITERIA EXPLANATION	Maximum # of Points	Proposal Page Number(s)	Notes and Comments
The Respondent has proposed the Schedule of Audit Activities to ensure the assigned facilities are accurately assessed for compliance through conducting on-site inspections, observing program, detention staff and contractors, individually-interviewing a sampling of youth, reviewing a sampling of videotapes from residential and detention facilities, conducting detailed reviews of youth records, and other pertinent documents and reports. The Respondent has thoroughly addressed the additional requirements in the Attachment A, Services Sought.	3 points		
The Respondent has proposed the Schedule of Audit Activities to ensure the assigned facilities are accurately assessed for compliance through conducting on-site inspections, observing program, detention staff and contractors, individually-interviewing a sampling of youth, reviewing a sampling of videotapes from residential and detention facilities, conducting detailed reviews of youth records, and other pertinent documents and reports. The Respondent has adequately addressed the additional requirements in the Attachment A, Services Sought.	2 points		
The Respondent has proposed the Schedule of Audit Activities to ensure the assigned facilities are accurately assessed for compliance through conducting on-site inspections, observing program, detention staff and contractors, individually-interviewing a sampling of youth, reviewing a sampling of videotapes from residential and detention facilities, conducting detailed reviews of youth records, and other pertinent documents and reports. The Respondent has not adequately addressed the additional requirements in the Attachment A, Services Sought.	1 point		
The Respondent has proposed the Schedule of Audit Activities to ensure the assigned facilities are accurately assessed for compliance through conducting on-site inspections, observing program, detention staff and contractors, individually-interviewing a sampling of youth, reviewing a sampling of videotapes from residential and detention facilities, conducting detailed reviews of youth records, and other pertinent documents and reports. The Respondent has failed to address the additional requirements in the Attachment A, Services Sought.	0 points		

FINAL SCORE: _____ (0-3)

INITIALS & DATE: _____

**ATTACHMENT P
WRITTEN EVALUATION QUESTIONS/CONSIDERATIONS**

A.2. Frequency and Completion of Tasks

The Respondent shall propose the Services Sought, completion of the service tasks, and address the appropriate frequency and timeframes of the proposed services, to ensure the PREA audit reports are completed in a timely manner. (Weight: 10 – Maximum Score: 30)

RATING CRITERIA EXPLANATION	Maximum # of Points	Proposal Page Number(s)	Notes and Comments
The Respondent has clearly described the Services Sought, completion of the service tasks, and address the appropriate frequency and timeframes of the proposed services to ensure the PREA audit reports are completed in a timely manner. The Respondent has thoroughly addressed the additional requirements stated in the Attachment A, Services Sought.	3 points		
The Respondent has adequately described the Services Sought, completion of the service tasks, and address the appropriate frequency and timeframes of the proposed services, to ensure the PREA audit reports are completed in a timely manner. The Respondent has adequately addressed the additional requirements stated in the Attachment A, Services Sought.	2 points		
The Respondent has not adequately described the Services Sought, completion of the service tasks, and address the appropriate frequency and timeframes of the proposed services to ensure the PREA audit reports are completed in a timely manner. The Respondent has not adequately addressed the additional requirements stated in the Attachment A, Services Sought.	1 point		
The Respondent has failed to describe the Services Sought, completion of the service tasks, and address the appropriate frequency and timeframes of the proposed services to ensure the PREA audit reports are completed in a timely manner. The Respondent has failed to address the additional requirements stated in the Attachment A, Services Sought.	0 points		
FINAL SCORE: _____ (0-3)		INITIALS & DATE: _____	

ATTACHMENT P
WRITTEN EVALUATION QUESTIONS/CONSIDERATIONS

B. Managements Approach to Plan, Control and Manage the Services

The Respondent shall describe their approach to plan, control, and manage the services, in accordance with requirements identified in Attachment A, Services Sought.

(Weight: 10 – Maximum Score: 30)

RATING CRITERIA EXPLANATION	Maximum # of Points	Proposal Page Number(s)	Notes and Comments
The Respondent has clearly described their approach to plan, control, and manage the services, in accordance with requirements identified in Attachment A, Services Sought. The Respondent has clearly described how they will plan, control and manage the Services Sought. The Respondent has thoroughly addressed the additional requirements stated in the Attachment A, Services Sought.	3 points		
The Respondent has adequately described their approach to plan, control, and manage the services, in accordance with requirements identified in Attachment A, Services Sought. The Respondent has adequately described how they will plan, control and manage the Services Sought. The Respondent has adequately addressed the additional requirements stated in the Attachment A, Services Sought.	2 points		
The Respondent has not adequately described their approach to plan, control, and manage the services, in accordance with requirements identified in Attachment A, Services Sought. The proposed programming is not sufficiently detailed in how they will plan, control and manage the Services Sought. The Respondent has not adequately addressed the additional requirements stated in the Attachment A, Services Sought.	1 point		
The Respondent has failed to describe their approach to plan, control, and manage the services, in accordance with requirements identified in Attachment A, Services Sought. The proposed programming is not detailed in how they will plan, control and manage the Services Sought. The Respondent has failed to address the additional requirements stated in the Attachment A, Services Sought.	0 points		

FINAL SCORE: _____ (0-3)

INITIALS & DATE: _____

**ATTACHMENT P
WRITTEN EVALUATION QUESTIONS/CONSIDERATIONS**

B.1. Organizational Structure and Oversight

The Respondent shall describe the organizational structure and oversight to be provided that shall ensure the assigned juvenile residential and detention facilities are observed, assessed and supported for the service required in accordance with requirements identified in Attachment A, Services Sought.

(Weight: 10 – Maximum Score: 30)

RATING CRITERIA EXPLANATION	Maximum # of Points	Proposal Page Number(s)	Notes and Comments
The Respondent has clearly described the organizational structure and oversight to be provided that shall ensure the assigned juvenile residential and detention facilities are observed, assessed and supported for the service required in accordance with requirements identified in Attachment A, Services Sought. The Respondent has thoroughly addressed the additional requirements stated in the Attachment A, Services Sought.	3 points		
The Respondent has adequately described the organizational structure and oversight to be provided that shall ensure the assigned juvenile residential and detention facilities are observed, assessed and supported for the service required in accordance with requirements identified in Attachment A, Services Sought. The Respondent has adequately addressed the additional requirements stated in the Attachment A, Services Sought.	2 points		
The Respondent has not adequately described the organizational structure and oversight to be provided that shall ensure the assigned juvenile residential and detention facilities are observed, assessed and supported for the service required in accordance with requirements identified in Attachment A, Services Sought. The Respondent has not adequately addressed the additional requirements stated in the Attachment A, Services Sought.	1 point		
The Respondent has failed described the organizational structure and oversight to be provided that shall ensure the assigned juvenile residential and detention facilities are observed, assessed and supported for the service required in accordance with requirements identified in Attachment A, Services Sought. The Respondent has failed to address the additional requirements stated in the Attachment A, Services Sought.	0 points		

FINAL SCORE: _____ (0-3)

INITIALS & DATE: _____

**ATTACHMENT P
WRITTEN EVALUATION QUESTIONS/CONSIDERATIONS**

C. Staffing Required to Deliver Services

The Respondent shall describe the number and type of staff to perform service, inclusive of required management staff positions and key personnel that are required in order to deliver services as specified in the RFP.

(Weight: 5 – Maximum Score: 15)

RATING CRITERIA EXPLANATION	Maximum # of Points	Proposal Page Number(s)	Notes and Comments
The Respondent has clearly described the number and type of staff to perform service, inclusive of required management staff positions and key personnel that are required in order to deliver services as specified in the RFP. The Respondent has thoroughly addressed the additional requirements stated in the Attachment A, Services Sought.	3 points		
The Respondent has adequately described the number and type of staff to perform service, inclusive of required management staff positions and key personnel that are required in order to deliver services as specified in the RFP. The Respondent has adequately addressed the additional requirements stated in the Attachment A, Services Sought.	2 points		
The Respondent has not adequately described the number and type of staff to perform service, inclusive of required management staff positions and key personnel that are required in order to deliver services as specified in the RFP. The Respondent has not adequately addressed the additional requirements stated in the Attachment A, Services Sought.	1 point		
The Respondent has failed to describe the number and type of staff to perform service, inclusive of required management staff positions and key personnel that are required in order to deliver services as specified in the RFP. The Respondent has failed to address the additional requirements stated in the Attachment A, Services Sought.	0 points		
FINAL SCORE: _____ (0-3)		INITIALS & DATE: _____	

**ATTACHMENT P
WRITTEN EVALUATION QUESTIONS/CONSIDERATIONS**

C.1. Qualifications and Licensure of Management and Key Personnel

The Respondent shall identify professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP.

(Weight: 5 – Maximum Score: 15)

RATING CRITERIA EXPLANATION	Maximum # of Points	Proposal Page Number(s)	Notes and Comments
The Respondent has clearly identified professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP. The Respondent has thoroughly addressed the additional requirements stated in the Attachment A, Services Sought.	3 points		
The Respondent has adequately identified professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP. The Respondent has adequately addressed the additional requirements stated in the Attachment A, Services Sought.	2 points		
The Respondent has not adequately identified professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP. The Respondent has not adequately addressed the additional requirements stated in the Attachment A, Services Sought.	1 point		
The Respondent has failed to identify professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP. The Respondent has failed to address the additional requirements stated in the Attachment A, Services Sought.	0 points		
FINAL SCORE: _____ (0-3)		INITIALS & DATE: _____	

**ATTACHMENT P
WRITTEN EVALUATION QUESTIONS/CONSIDERATIONS**

C.2. Training and Certification

The Respondent shall describe any training(s)/certification(s) required for staff to perform services as specified in the RFP.

(Weight: 5 – Maximum Score: 15)

RATING CRITERIA EXPLANATION	Maximum # of Points	Proposal Page Number(s)	Notes and Comments
The Respondent has described the training(s)/certification(s) required for staff to perform services as specified in the RFP. The Respondent has thoroughly addressed the additional requirements stated in the Attachment A, Services Sought.	3 points		
The Respondent has adequately described the training(s)/certification(s) required for staff to perform services as specified in the RFP. The Respondent has adequately addressed the additional requirements stated in the Attachment A, Services Sought.	2 points		
The Respondent has not adequately described the training(s)/certification(s) required for staff to perform services as specified in the RFP. The Respondent has not adequately addressed the additional requirements stated in the Attachment A, Services Sought.	1 point		
The Respondent has failed to describe the training(s)/certification(s) required for staff to perform services as specified in the RFP. The Respondent has failed to address the additional requirements stated in the Attachment A, Services Sought.	0 points		
FINAL SCORE: _____ (0-3)		INITIALS & DATE: _____	

ATTACHMENT P
WRITTEN EVALUATION QUESTIONS/CONSIDERATIONS

D. Schedule and Performance of Audit Activities

The Respondent shall outline the Schedule of Audit Activities to ensure the assigned facilities are accurately assessed for compliance through conducting on-site inspections, observing programs and activities, interviewing pertinent administrators, professional staff, juvenile residential program staff, detention staff and contractors, individually-interviewing a sampling of youth; reviewing a sampling of videotapes from residential and detention facilities, conducting detailed reviews of youth records and other pertinent documents and reports.

(Weight: 25 – Maximum Score: 75)

RATING CRITERIA EXPLANATION	Maximum # of Points	Proposal Page Number(s)	Notes and Comments
The Respondent has outlined the Schedule of Audit Activities to ensure the assigned facilities are accurately assessed for compliance through conducting on-site inspections, observing programs and activities, interviewing pertinent administrators, professional staff, juvenile residential program staff, detention staff and contractors, individually-interviewing a sampling of youth; reviewing a sampling of videotapes from residential and detention facilities, conducting detailed reviews of youth records and other pertinent documents and reports. The Respondent has thoroughly addressed the additional requirements stated in the Attachment A, Services Sought.	3 points		
The Respondent has adequately outlined the Schedule of Audit Activities to ensure the assigned facilities are accurately assessed for compliance through conducting on-site inspections, observing programs and activities, interviewing pertinent administrators, professional staff, juvenile residential program staff, detention staff and contractors, individually-interviewing a sampling of youth; reviewing a sampling of videotapes from residential and detention facilities, conducting detailed reviews of youth records and other pertinent documents and reports. The Respondent has adequately addressed the additional requirements stated in the Attachment A, Services Sought.	2 points		
The Respondent has not adequately outlined the Schedule of Audit Activities to ensure the assigned facilities are accurately assessed for compliance through conducting on-site inspections, observing programs and activities, interviewing pertinent administrators, professional staff, juvenile residential program staff, detention staff and contractors, individually-interviewing a sampling of youth; reviewing a sampling of videotapes from residential and detention facilities, conducting detailed reviews of youth records and other pertinent documents and reports. The Respondent has not adequately addressed the additional requirements stated in the Attachment A, Services Sought.	1 point		
The Respondent has failed to outline the Schedule of Audit Activities to ensure the assigned facilities are accurately assessed for compliance through conducting on-site inspections, observing programs and activities, interviewing pertinent administrators, professional staff, juvenile residential program staff, detention staff and contractors, individually-interviewing a sampling of youth; reviewing a sampling of videotapes from residential and detention facilities, conducting detailed reviews of youth records and other pertinent documents and reports. The Respondent has failed to	0 points		

**ATTACHMENT P
WRITTEN EVALUATION QUESTIONS/CONSIDERATIONS**

address the additional requirements stated in the Attachment A, Services Sought.			
FINAL SCORE: _____ (0-3)		INITIALS & DATE: _____	

**ATTACHMENT P
WRITTEN EVALUATION QUESTIONS/CONSIDERATIONS**

<p>E. Implementation of Services The Respondent shall provide a detailed plan of implementation for the Services Sought at each facility for the duration of the funding period. (Weight: 25 – Maximum Score: 75)</p>			
RATING CRITERIA EXPLANATION	Maximum # of Points	Proposal Page Number(s)	Notes and Comments
The Respondent has provided a detailed plan of implementation for the Services Sought at each facility for the duration of the funding period. The Respondent has thoroughly addressed the additional requirements stated in the Attachment A, Services Sought.	3 points		
The Respondent has adequately provided a detailed plan of implementation for the Services Sought at each facility for the duration of the funding period. The Respondent has adequately addressed the additional requirements stated in the Attachment A, Services Sought.	2 points		
The Respondent has not adequately provided a detailed plan of implementation for the Services Sought at each facility for the duration of the funding period. The Respondent has not adequately addressed the additional requirements stated in the Attachment A, Services Sought.	1 point		
The Respondent has failed to provide a detailed plan of implementation for the Services Sought at each facility for the duration of the funding period. The Respondent has failed to address the additional requirements stated in the Attachment A, Services Sought.	0 points		
<p>FINAL SCORE: _____ (0-3)</p>		<p>INITIALS & DATE: _____</p>	

**ATTACHMENT P
WRITTEN EVALUATION QUESTIONS/CONSIDERATIONS**

E.1 Timeline of Proposed Activities of Services and Deliverables

The Respondent shall include a detailed timeline for each facility outlining all the proposed activities (including anticipated dates of start and completion) of services and deliverables.

(Weight: 15 – Maximum Score: 45)

RATING CRITERIA EXPLANATION	Maximum # of Points	Proposal Page Number(s)	Notes and Comments
The Respondent has included a detailed timeline for each facility outlining all the proposed activities (including anticipated dates of start and completion) of services and deliverables. The Respondent has thoroughly addressed the additional requirements stated in the Attachment A, Services Sought.	3 points		
The Respondent has adequately included a detailed timeline for each facility outlining all the proposed activities (including anticipated dates of start and completion) of services and deliverables. The Respondent has adequately addressed the additional requirements stated in the Attachment A, Services Sought.	2 points		
The Respondent has not adequately included a detailed timeline for each facility outlining all the proposed activities (including anticipated dates of start and completion) of services and deliverables. The Respondent has not adequately addressed the additional requirements stated in the Attachment A, Services Sought.	1 point		
The Respondent has failed to include a detailed timeline for each facility outlining all the proposed activities (including anticipated dates of start and completion) of services and deliverables. The Respondent has failed to address the additional requirements stated in the Attachment A, Services Sought.	0 points		

FINAL SCORE: _____ (0-3)

INITIALS & DATE: _____