

Date: June 1, 2021

Title: Department of Juvenile Justice (Department or DJJ) Solicitation #10695 – Probation - Juvenile Assessment Center – Hillsborough – C13

Subject: The Department of Juvenile Justice (Department of DJJ), Office of Probation Services, is issuing this Request for Proposals (RFP) seeking administration of detention intake and screening (including civil citation pre-screening/assessments) and security services at a Juvenile Assessment Center (JAC) that serves Circuit 13, Hillsborough County. The Respondent shall provide services twenty-four (24) hours per day, seven days per week, in a Respondent-owned/leased facility located in Hillsborough County.

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 A-1	Juvenile Assessment Centers (JAC) – Multi-Agency Description
Attachment B	General Instructions for the Preparation and Submission of Proposals
Attachment C	General Instructions to Respondents - Special Conditions
Attachment D	Reserved
Attachment E	Facility/Site Requirements Certification/Attestation (For Respondents Proposing Use of a Provider Owned/Leased Facility) MANDATORY
Attachment F	Selection Methodology and Evaluation Criteria
Attachment G	Sample Vendor Contract ²
Attachment H	Budget for Probation Services – September 2019 ³
Attachment I	Supplier Qualifier Report Request ²
Attachment J	Reserved
Attachment K	Drug-Free Workplace Certification ²
Attachment L	Reserved
Attachment M	Reserved
Attachment N	Notice of Intent to Submit a Response ³
Attachment O	RFP Proposal Cross Reference Table
Attachment P	Written Evaluation Questions/Considerations
Attachment Q	Proposal Verification Form ³
Attachment R	Certification of Experience
Attachment S	Tie Breaking Certifications ³
Attachment T	Client Contact List
Attachment U	Florida Certified Minority Business Enterprise (CMBE) Subcontracting Utilization Plan ²
Attachment V	Reserved
Exhibit 1	Invoice ⁴
Exhibit 2	Youth Census Report ⁴
Exhibit 3	Florida Minority Business Enterprise (MBE) Utilization Report ⁴

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

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 following 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,

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ATTACHMENT A SERVICES SOUGHT

I. GENERAL DESCRIPTION

A. General Overview

The Respondent shall deliver administration, detention intake and screening (including civil citation pre-screening/assessments), and security services at the Juvenile Assessment Center (JAC) that serves Circuit 13, Hillsborough County. The Department is required to provide detention intake and screening services for each youth alleged to have committed a delinquent act and civil citation pre-screening/assessment for youth referred for a civil citation program. The Respondent shall provide services twenty-four (24) hours per day, seven days per week in a Respondent-owned/leased facility located in Hillsborough County.

B. Description of Services

1. The Respondent shall administer and coordinate the day-to-day operations of the JAC program and provide the facility, pursuant to the direction of the Department, the advisory committee, statute, rule, and policy.
2. The Respondent shall identify the responsible parties and funding for all services listed on Attachment A-1 with the exception of those required by the resulting Contract (administration, detention screening, and intake).
3. The advisory committee shall consist of those parties identified in section 985.209, F.S., including substance abuse programs, mental health Respondents, law enforcement agencies, schools, health service Respondents, state attorneys, public defenders, and other agencies serving youth.
4. The direction of the Chief Probation Officer (CPO) shall supersede the authority of the advisory committee related to detention screening and civil citation pre-screening services, the use and expenditure of Department funds, and fulfillment of the resulting Contract.
5. The Respondent shall coordinate services provided for youth by other agencies/organizations at the JAC, including the purchase and provision of operating supplies and materials; facility management, facilitation of advisory committee and partner/stakeholder meetings, including compliance with chapter 119, F.S.; and resolution of any problems that arise.
6. All contractual requirements to provide service, support, and related performance shall be available and provided when the youth enters the JAC.
7. Intake and Screening shall be conducted for each youth admitted to the JAC and youth referred for Civil Citation using the Department's screening and assessment instruments as per Attachment A, section III., B., 5., f., Detention Screening and Intake Services. The Respondent shall ensure all staff conducting screening have successfully completed training in the administration, utilization, and interpretation of these instruments prior to the provision of services to youth.
8. The Respondent shall determine if youth presented to the JAC are eligible for Civil Citation Services and shall refer eligible youth to a Civil Citation Program after completing a Civil Citation Assessment as described in Section III., C., Civil Citation Pre-Screening/Assessments.

C. Authority

The Respondent shall provide services in a manner consistent with chapter 985.135; 985.209; and 985.64 F.S.; Rule 63D-4.001-.008, F.A.C.; 63H-1.001-.016; 2.001-.008, F.A.C.; and 63D-13.005 F.A.C.

D. Limits on Services

Services shall be limited to youth presented to the JAC by local law enforcement who are alleged to have committed a delinquent act and meet the minimum criteria for admission to the JAC or referral for a Civil Citation program. Administrative services under the resulting Contract shall be limited to those directly related to the provision of services.

II. YOUTH TO BE SERVED

A. Youth to be Served

The Respondent shall provide services at the JAC to all male and female youth who are presented by law enforcement and alleged to have committed a delinquent act and meet

the minimum criteria for admission to the JAC and/or provide services to youth referred for civil citation screenings.

B. Youth Eligibility

Youth under the age of eighteen (18) who are presented to the JAC by law enforcement and who are medically clear shall be admitted to the JAC and provided with screening services. This also includes anyone age eighteen (18) and older presented at the JAC on an active juvenile pick up order. A medical clearance must be obtained prior to admission. Youth who have previously been sentenced as an adult are not eligible for admission to the JAC. Law enforcement may refer youth for Civil Citation Pre-Screening/Assessment services. In addition, the State Attorney's Office may also refer a youth for Civil Citation Pre-screening/Assessment, through an affidavit process, who has been arrested, but whom the State Attorney's Office feels a Civil Citation would be a more appropriate response.

C. Youth Determination

Through screening of the youth, the Respondent shall determine whether:

1. the youth meets secure detention criteria for transfer to the local Juvenile Detention Center and the custody of the Department; or
2. the youth meets criteria for Supervised Release and be authorized for release to the youth's parent/legal guardian/responsible adult; or
3. the youth does not meet any detention criteria and is released to the youth's parent/legal guardian/responsible adult.

D. Limits on Youth to be Served

Youth who are not cleared for admission, including medically cleared, shall not be admitted to the Detention Screening Unit and shall remain in the custody of the transporting law enforcement officer.

III. **SERVICES TO BE PROVIDED**

All services shall be delivered in accordance with this Attachment, Department Rules, and sections 985.135, 985.209, and 985.64, F.S., and Rules 63D-4.001-.008, 63H-1.001-.016, and 2.001-.008, F.A.C. The following tasks shall be completed for each year of the resulting Contract unless otherwise noted.

A. Administration Services

1. The Respondent shall perform daily administration of the JAC and ensure facility operations and services are performed in accordance with applicable laws, regulations, and licensing requirements. This includes the daily performance of administrative functions, including, but not limited to the following:
 - a. Development and maintenance of written policies and procedures for the operation of the facility and the processing, care, and disposition of youth brought to the JAC.
 - b. Provision of an operational twenty-four (24) hour secure booking facility, including video imaging and fingerprinting, and coordination or arrangements for emergency medical service. Ensuring pursuant to Section 943.052 (3)(b) F.S. compliance for fingerprints, palm prints, and facial images.
 - c. Provision of staff support to the JAC Advisory Committee, including ensuring compliance with public meetings law as contained in chapter 119, F.S. Respondent staff shall coordinate quarterly interagency meetings to discuss facility issues, problems, concerns, and solutions. A written copy of the minutes shall be furnished to the Department's CPO for Circuit 13 and the Department's Contract Manager.
 - d. Coordination of activities related to public information and requests from governmental agencies and human service entities from Florida and other states. This includes scheduling and conducting tours, upon request, and responding to inquiries from persons interested in the JAC operation. The Respondent shall ensure such activities are conducted in accordance with the Department's media policy.
 - e. Development of an Interagency Agreement for approval by the JAC Advisory Committee and execution by participating parties. The Respondent shall ensure valid and enforceable interagency agreements

- are in place and shall facilitate their amendment or execution as needed. The approved Interagency Agreement shall be forwarded to the Department's Contract Manager and CPO for Circuit 13 within sixty (60) calendar days of the start date of the resulting Contract.
2. The Respondent shall perform JAC operations in accordance with roles and responsibilities specified in the JAC Advisory Committee's interagency agreement. Daily operations, include, but are not limited to the following:
 - a. Coordination of the on-site participating entities.
 - b. Receiving, admitting/booking youth, screening and security functions.
 - c. The contracted mental health and substance abuse screening functions.
 - d. Any other co-located services.
 - e. The integration of the JAC into the local juvenile justice system operations, including the Circuit Court, the State Attorney's Office, the Public Defender's Office, the Department's Probation Units, and community diversion agencies for Circuit 13.
 - f. Coordination of urine testing functions with the appropriate agency.
 - g. Assurance that facility operations and services provided are performed in accordance with applicable laws, regulations, and licensure.
 - h. Coordination of a quarterly interagency meeting to discuss common issues, problems, and solutions. A copy of the minutes shall be sent to the CPO for Circuit 13 and to the Department's Contract Manager.
 - i. Supply of all materials, equipment and supplies required for the daily operation of the JAC as it relates to services provided under the resulting Contract unless supplied by other participating entities.
 3. The Respondent shall develop within thirty (30) calendar days of the start date of the resulting Contract; a contingency plan to ensure adequate staff provides screening services at the JAC in the event mass detention screening needs are required. A copy shall be furnished to the Department's Contract Manager and CPO for Circuit 13.
 4. The Respondent shall ensure the maintenance of computer hardware with the exception of computer processors, monitors, and keyboards, provided by the Department. Equipment provided by the Department shall be utilized for screening functions and other services directly related to those required by the resulting Contract.
 5. The Respondent shall offer and provide a nutritious snack and/or beverage to all youth who accept the offer of a snack and/or beverage. Snacks and beverages purchased with Contract funds are exclusively for youth admitted to the JAC.
- B. Detention Screening
1. Booking/Admission
 - a. The Respondent shall ensure each youth presented to the JAC meets eligibility requirements defined in Florida Statute and obtain documentation of the completion of a youth search by the arresting, transporting, and/or JAC officer and adhere to written procedures developed by the Respondent within thirty (30) calendar days of the Contract start date to ensure the safe custody and return of all youth property obtained during the booking process upon release from the JAC.
 - b. The Respondent shall make every effort to ensure that all youth are processed and released within six hours after they have been accepted for admission. If a youth is not released within six hours, the Respondent shall document the reason(s) for the delay and actions taken to ensure the earliest possible release. The Respondent shall monitor processing timeframes on at least a monthly basis to identify and resolve any ongoing problems related to youth not being processed and released within six hours.
 - c. Documentation of these reviews shall be provided to the Department when requested. All contractual requirements to provide service, support, and related performance shall be available and provided when the youth enters the JAC.

- d. The Respondent's detention screening staff shall ensure all youth committed to the custody of the Department are fingerprinted and documented pursuant to 943.052(3)(b), F.S.
 - e. The Respondent's detention screening staff shall ensure all youth committed to the custody of the Department are screened for vulnerability to victimization and sexually aggressive behaviors upon booking and admission to the Regional Juvenile Detention Center. This is to ensure a youth's potential for victimization or predatory risk has been reviewed. The Respondent shall use the Department's Screening for Vulnerability to Victimization and Sexually Aggressive Behavior (VSAB) form, located on the Department's website: <http://www.djj.state.fl.us/partners/forms-library/-in-Subjects/Subjects/PREA/>. This form shall be completed upon each youth's admission and placed in the youth's intake file. Forms shall be available at the Detention Screening Unit.
2. Documentation Requirements
 Upon admission of a youth to the JAC, the Respondent shall ensure the following is appropriately documented:
- a. Documentation of all activities, including the times the youth was admitted and released and/or transferred to detention status.
 - b. Documentation of youth searches by arresting, transporting, and/or JAC officer.
 - c. Documentation of medical clearance for youth presenting impairment due to drugs, alcohol, injury, or illness.
 - d. Documentation of contacts or attempted contacts made with parent/guardian for youth released from detention screening.
 - e. Documentation of demographic information if the youth is to be released to parent/guardian from the person to whom the youth may be released.
 - f. Documentation that the youth was made aware of his right to counsel and against self-incrimination.
3. Medical Clearance
- a. Prior to Admission to the JAC the Respondent staff shall ensure each youth receives a medical clearance using the Probation Medical and Mental Health Clearance Form (HS 051) available at <http://www.djj.state.fl.us/docs/department-forms/hs-051-probation-medical-and-mental-health-clearance-form-1-08-july-2010-63m-2.pdf?sfvrsn=4/>. This form shall be completed prior to admission and placed in the youth's intake file.
 - b. Medical Clearance must be conducted in order to implement the statutory prohibition in subsection 985.115(2), F.S., against the acceptance into the Detention Screening Unit of youth exhibiting symptoms or demonstrating behaviors that suggest the youth is in need of immediate evaluation or treatment due to physical illness/injury, mental illness, or intoxication.
 - c. Documentation of medical clearance to ensure youth who are/appear to be impaired by drugs, alcohol, injury, or illness are not admitted to the Detention Screening Unit shall be completed and a copy of the completed form maintained in each youth's file.
 - d. If there is a medical or mental health emergency with a youth, the staff shall contact 911.
4. Personal Property Removal/Inventory/Transfer
- a. The Respondent's staff shall relieve the youth of any personal property, inventory the property and place it in a property bag and seal the bag.
 - b. If the youth is released on Secure Release or outright released, the property is returned to the youth.
 - c. If the youth is sent to the Regional Juvenile Detention Center, the staff shall transfer all youth's property to the custody of the Department's Regional Juvenile Detention Center
 - d. Staff shall adhere to written procedures ensuring the safe custody and return, upon release, of all youth property obtained during the booking process.

5. Detention Screening and Intake Services
- a. The Respondent shall provide detention screening and intake services for all shifts, twenty-four (24) hours per day, seven days per week, including weekends and holidays.
 - b. Detention Screening for each youth admitted to the JAC shall be provided to the youth using the Department's screening and assessment instruments. The Respondent shall ensure all staff conducting screening have successfully completed training in the administration, utilization, and interpretation of these instruments prior to the provision of services to youth.
 - c. Screening and release shall be completed within six hours of admission to the Detention Screening Unit at the JAC. When screening exceeds six hours, the Respondent shall maintain documentation of the reason(s) for the duration.
 - d. The Respondent shall conduct a face-to-face interview with the youth and his/her parent(s)/legal guardian(s) (if available) and gather information, when available, to assess the youth's service needs in order to develop the recommendation to the State Attorney and deliver the packet to all partners and Department field units pursuant to local procedures.
 - e. The Respondent shall contact the victim(s) and the complainant or arresting officer by telephone to solicit their input, recommendations and/or document the attempted contact. Contacts shall be made, or attempted by, the Respondent prior to the submission of a recommendation to the State Attorney. A questionnaire, completed by the arresting officer and provided by the Sheriff's Office Booking Deputy, may be utilized in the placement of a call to the arresting officer.
 - f. The Respondent shall ensure tasks, including but not limited to the following, are completed as part of the detention screening process:
 - 1) Screening of youth based on statutory criteria specified in sections 985.213, 985.215, F.S. and Rule 63D-13.005 F.A.C.;
 - 2) Determination to detain or release a youth using the Department's Detention Screening Instrument (DSI). This instrument is used to determine if a youth meets detention criteria and to determine whether a youth should be placed in secure or home detention care prior to a detention hearing;
 - 3) Inputting youth data into the Juvenile Justice Information System (JJIS), pursuant to Department JJIS Business Rules listed at: <http://www.djj.state.fl.us/partners/data-integrity-jjis/jjis-information>;
 - 4) Photographing youth and inputting the photo into the JJIS;
 - 5) Completing and documenting a substance abuse and mental health screening using Department-approved instruments and forms including the Massachusetts Youth Screening Instrument (MAYSI-2), and the Suicide Risk Screening Instrument (SRSI) in accordance with Rule 63N-1.0051 F.A.C. Both of these assessment instruments and forms are required;
 - 6) Completing a Human Trafficking (HT) pre-screen using the Human Trafficking Screening Tool (HTST).
 - 7) Complete a detention admission packet, in accordance with PCI-15-001 available at <http://www.djj.state.fl.us/docs/probation-policy-memos/2015-screening-packets.pdf?Status=Master&sfvrsn=2>, which includes, at a minimum, the following documents:
 - a) The completed DSI;
 - b) The completed SRSI;
 - c) The completed HT Pre-Screening Instrument using the HTST;
 - d) The completed MAYSI-2 report with referral information, as applicable;

- e) A copy of the JJIS face sheet;
- f) A copy of the Police Report;
- g) The Supervised Release Agreement, or petition for detention;
- h) The signed Authority for Evaluation and Treatment (AET) when the parent or guardian is available;
- i) Booking photo;
- j) A copy of Notification of Rights; and,
- k) Other documents as required.

NOTE: During the resulting Contract period, the assessment tools may change. The Respondent shall be trained on appropriate usage and completion of any new tools as directed by Department policy.

- g. When further assessment is indicated by the SRSI or MAYSI-2, or when other information obtained at the initial intake suggests the youth is a possible suicide risk, the following must take place:

- 1) If the youth is to be released into the custody of the parent or guardian, the parent or guardian must be informed verbally and in writing that suicide risk findings were disclosed during screening and that an assessment of suicide risk should be conducted by a qualified mental health professional.
- 2) The parent or guardian must be provided the form entitled "Suicide Risk Screening Parent/Guardian Notification" (MHSA-003, incorporated in Rule 63N-1, F.A.C., and also located in the Forms Library found on the Department's website at <http://www.djj.state.fl.us/partneres/forms-library>). A copy of form MHSA 003, signed by the parent or guardian, is to be permanently filed in the youth's case management record.
- 3) If the youth is to remain in the custody of DJJ, a Suicide Risk Alert is to be immediately entered into JJIS and the youth is to be placed on constant supervision until an Assessment of Suicide Risk is conducted by, or under the supervision of, a licensed mental health professional, as set forth in Rule 63N-1, F.A.C.
- 4) The Respondent is to notify the local Regional Juvenile Detention Center (RJDC) of the risk/watch status of the youth and maintain written documentation of the individual notified and the receiving Juvenile Detention Officer who acknowledges the same.

- h. When further assessment is indicated by the SRSI or MAYSI-2, or when other information obtained at the initial intake suggests the youth has mental health or substance abuse treatment service needs, the following must take place:

- 1) The screener shall refer the youth to the designated assessment Respondent (Treatment Alternatives for Safer Communities [TASC], or community mental health, or substance abuse Respondent) for a Comprehensive Assessment.
- 2) If the youth is to be released into the custody of the parent or guardian, the parent or guardian must be informed verbally and in writing that mental health and/or substance abuse treatment services needs were disclosed during screening and that a Comprehensive Assessment should be conducted by the designated assessment Respondent (TASC, or community mental health, or substance abuse Respondent).
- 3) The parent or guardian must be provided the form entitled "MAYSI report" informing the parent that the youth has been referred to the designated assessment Respondent (TASC or community Respondent) for a Comprehensive Assessment. A copy of the MASYI report is to be permanently filed in the youth's case management record.

6. State Attorney's Office Recommendation

- a. The Respondent's staff shall conduct a face-to-face interview with the youth and his/her parent(s)/legal guardian(s), and gather information, when available, to assess the youth's service needs in order to develop the recommendation to the State Attorney.
 - b. The Respondent's screening staff shall furnish to the State Attorney's Office a recommendation on each case within twenty-four (24) hours, if the youth is detained, and within twenty (20) business days, if the youth not is detained.
 - c. The recommendation to the State Attorney shall thoroughly justify the best course of action for each case considering all aspects of the situation, including the probability the youth will not re-offend if non-judicial action(s) is recommended.
 - d. The State Attorney Recommendation shall be submitted separate from the Detention Admission Packet. The recommendation to the State Attorney shall be reviewed in advance of submission by the Respondent's supervisor or by Respondent screener who has been delegated this task.
 - e. The State Attorney and the Department may, on a district-by-district basis, enter into interagency agreements denoting the cases that will require a recommendation and those for which a recommendation is unnecessary. 985.145(1)(j) F.S.
7. Parental/Guardian Contact
- a. The Respondent's screening staff shall ensure the youth's parent(s)/legal guardian(s) are contacted to:
 - 1) Notify the parents of the youth's location;
 - 2) Encourage the parent to be present while the youth is at the Regional Juvenile Detention Center; and
 - 3) Ensure the youth is released to the parent(s)/legal guardian(s), or a responsible adult, when applicable,
 - b. At a minimum, the Respondent's screening staff shall ensure staff document attempts to contact the parent(s)/legal guardian(s).
 - c. The Respondent's screening staff shall ensure staff complete the Department's Affidavit of Release to a Responsible Adult for each youth released from the Detention Screening unit and not eligible for detention at the Department's Regional Juvenile Justice Detention Center.
8. Transportation
- a. Transportation services for youth to the JAC for detention screening are provided directly by law enforcement agencies, as arranged through cooperative agreements. Law enforcement will transport youth to the JAC.
 - b. Any juvenile meeting detention criteria is provided transport from the JAC to the local RJDC.
 - c. This will only occur at times conducive to admitting youth to the local RJDC, as determined by the local RJDC.
 - d. If there is a medical or mental health emergency with any youth, the detention screening staff shall contact emergency personnel at 911.
 - e. The Respondent's staff shall ensure family members are contacted and requested to pick up juveniles not meeting secure detention criteria from the JAC and transport them back to their home.
 - f. The Respondent's staff at the JAC shall not transport non-detained youth as a regular facility function. However, if transportation for a youth not meeting the criteria for supervised release is deemed necessary, the Respondent's staff will adhere to the approved transportation policy and procedures.
 - g. The Respondent's screening staff shall arrange for the transportation of released youth to the youth's home or an approved shelter, if the youth was not released in six hours or less to the parent/responsible adult. If arrangements have been made for pick up outside the six-hour goal, this arrangement shall be documented in JJIS.
9. File/Court Packets

The Respondent shall develop youth file/court packets for the court, the Department, the State Attorney, the youth's attorney of record, and the Regional Juvenile Detention Center, for detained youth. The Respondent shall retain one copy of the complete file. PCI-15-001 Screening Packets requirements shall be followed.

The Respondent shall deliver the Court packet to the Court, Department service partners, and Department Probation Units on a daily basis in the manner prescribed by the Department's Circuit 13 Juvenile Probation Office. After the detention/advisory hearing, the Respondent shall scan each packet to the assigned Juvenile Probation Officer and Juvenile Probation Officer Supervisor.

10. Case Management Services

The Respondent shall ensure the provision of case management services to youth who receive services through the JAC that shall include, but is not limited to:

- a. Coordination with Department Juvenile Probation Officers, Detention Services staff, the courts, and other community-based agencies providing services to Department youth to ensure all service Respondents are aware of the arrest and charges against the youth. This includes referral to the Department of Children and Families when the youth is dependent.
- b. The Respondent shall attend Hillsborough County Circuit Court detention/advisory hearings on weekends and holidays and represent the Department.
- c. The Respondent shall attach electronic monitoring devices on youth that the Department deems necessary.

11. Data Collection and Reporting Services

a. The Respondent's screening staff shall input youth data into the JJIS, pursuant to Department JJIS Business Rules listed at: <http://www.djj.state.fl.us/partners/data-integrity-jjis/jjis-information/>

b. The Respondent's screening staff shall attend training and obtain permission to enter information into JJIS. The Respondent will provide Data Collection and Reporting Services that shall include, but are not limited to:

- 1) Documentation of youth information in the Department's JJIS;
- 2) Documentation of the completion of all required intake and detention screening forms;
- 3) Documentation of the length of time each youth was held at the Detention Screening Unit for intake and screening;
- 4) Documentation of the total number of youth screened;
- 5) Documentation of the total number of youth referred to the Department for Detention, released to his/her home, and the total number of youth referred to shelter;
- 6) Development and distribution of statistical reports generated by data collection to the Department; and
- 7) Other data collection and statistical reports as required or requested by the Department.

12. Installation of Electronic Monitoring (EM) Equipment

If a youth scores for Intensive Home Detention with Electronic Monitoring (IHD/EM) on the DSI or is court ordered to EM, prior to release from the JAC, the Respondent shall ensure the Department-provided EM equipment is installed on the youth. This will include the following actions:

- a. The Respondent's staff shall conduct activation of the EM unit in the Department's EM database, Total Access.
- b. The Respondent's staff shall perform the initial entering of the youth's EM twenty-four (24) hour schedule and home zone, which shall include a one-time grace period for travel to home set up.
- c. The Respondent will contact the Circuit Chief or designee at least once per week to review the available EM unit inventory. In the event the current inventory is depleted or is in danger of being depleted due to an influx of youth, the Respondent shall immediately contact the Circuit Chief or designee.

- d. The Department will provide training on EM installation and coordinate access to the contracted EM Respondent's database, Total Access.
- C. Civil Citation Pre-Screening/Assessments
1. The Respondent shall have staff available at the JAC twenty-four (24) hours per day, seven days per week for local law enforcement to contact to determine if a juvenile being considered for Civil Citation would qualify for the program by conducting Civil Citation Pre-screening/Assessments.
 2. The JAC interfaces with the JJIS and by utilizing this system the Respondent staff shall appropriately determine youth eligibility for Civil Citation.
 3. Eligibility for the program is based on the current offense, prior delinquency history, residency of the youth, officer discretion, and the willingness of the youth and their parent/guardian to participate.
 4. The pre-screening/assessments shall occur at Civil Citation program sites and Juvenile Probation Offices throughout Hillsborough County and the Circuit 13 Juvenile Assessment Center in Hillsborough County.
 5. Staff will complete the Department's on-line assessments through the use of remote access to the JJIS via computers. Civil Citation Assessments shall use the PAT and/or other assessment tools required or approved by the Department.
 6. After the pre-screening/assessment is completed, the youth will be referred to the appropriate Civil Citation Program.
 7. All staff hired to conduct assessments shall complete all mandatory Department of Juvenile Justice training prior to meeting any youth for an assessment.
- D. 24- Hour Security, Booking and Receiving Services
1. The Respondent shall ensure that there is an operational twenty-four (24) hour secure booking facility, including video imaging, fingerprinting, and coordinate or arrange emergency medical service.
 2. The Respondent shall provide and maintain booking and video imaging equipment at no cost to the Department or the Respondent and provide personnel or subcontract for such personnel to operate security equipment and to provide security monitoring of youth in the custody at the JAC at no cost to the Department or the Respondent.
- E. Limits Within Services Must be Provided
- Services shall be limited to youth presented to the JAC by local law enforcement who are alleged to have committed a delinquent act, who meet the minimum criteria for admission to the JAC and for youth referred for civil citation pre-screening/assessment. The Respondent shall ensure each youth receives a medical clearance using the Department's Medical and Mental Health Clearance Form. Administrative services shall be limited to those directly related to the operation of the JAC.
- F. Staffing/Personnel
- The Respondent and all personnel provided under the resulting Contract, whether performance is as a Respondent, subcontractor, or any employee, agent or representative of the Respondent or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held. All personnel shall renew licenses or certifications pursuant to applicable law or rule. The Respondent shall provide copies of all current licenses or certificates required for the delivery of services under the resulting Contract to the Department's Contract Manager prior to the delivery of services. The Respondent shall comply with 63H-1.001-.016; 2.001-.008, F.A.C. and Department training required by the resulting Contract and certify the necessary staff as Instruction Techniques Workshop (ITW) trainers to ensure in-house training capabilities.
1. Staffing Levels
The Respondent agrees to provide the following staff for the daily administration and security of the JAC Facility and staff for detention screening/intake services as required under the resulting Contract.
 2. Staffing Qualifications and Waivers
The Respondent shall provide a written request (email acceptable) to the Department's Contract Manager and Chief Probation Officer for a waiver of the below professional qualifications. The Department's Probation Regional Director and the CPO shall determine whether a waiver is approved. Waivers of the below

professional qualification shall be granted when it is determined to be in the best interest of the Department

The following minimum qualifications are required for each of the following positions prior to the provision of services to Department youth:

- a. One (1) Director: Shall serve as the JAC Manager. Shall possess a Bachelor's Degree from an accredited college or university. The Program Director is a full-time position (forty [40] hours per week) responsible for the day-to-day operations of the JAC. This includes coordination with partners co-located at the JAC, community partners/stakeholders, and the JAC Advisory Committee; development and ensuring proper implementation of policies and procedures to ensure the efficient operation of the JAC; prepare and submit reports to the Department; and ensure all Respondent staff have successfully completed training requirements (annual and pre-service).
 - b. Six (6) Detention Screeners: Shall possess a high school diploma or its equivalent and two years of experience working with youth. Detention screeners shall complete all necessary training to perform the duties outlined by their position. The Department will facilitate JJIS training. The required training shall include the Department of Juvenile Justice curriculum for Detention Screeners and additional training as required by Department policy or Quality Improvement standards and local procedures, as approved by the Department's Probation Regional Directors based on staff development guidelines.
 - c. Seven (7) Senior Detention Screener: Shall possess a college education from an accredited four-year college or university. Vocational/ technical training can substitute at the rate of thirty (30) semester hours, or forty-five (45) quarter hours, or 720 classroom hours for each year of the required experience. Detention screeners shall complete all necessary training to perform the duties outlined by their position. The Department will facilitate JJIS training. The required training shall include the Department of Juvenile Justice curriculum for Detention Screeners and additional training as required by Department policy or Quality Improvement standards and local procedures, as approved by the Department's Probation Regional Directors based on staff development guidelines.
 - d. One (1) Detention Screener Supervisor: Shall possess a bachelor's degree from an accredited four-year college or university, and three years of professional experience working with youth in criminal justice, social services, or education field; or a master's degree from an accredited college or university in criminal justice or social services can substitute for one year of the required work experience. Detention screeners shall complete all necessary training to perform the duties outlined by their position. The Department will facilitate JJIS training. The required training shall include the Department of Juvenile Justice curriculum for Detention Screeners and additional training as required by Department policy or Quality Improvement standards and local procedures, as approved by the Department's Probation Regional Directors based on staff development guidelines.
 - e. Four (4) Diversion Specialists to perform intake and case management services on misdemeanor youth meeting diversion criteria agreed to by the State Attorney's Office; and
 - f. One (1) Technical Support Specialist to perform skilled clerical/administrative support, technical assistance, and training and support to computer system users
3. Staff Shift Coverage
The Respondent shall ensure staff is available to provide administration, detention screening, intake, and pre-civil citation screening services twenty-four (24) hours per day, seven days per week.
 4. Staff Training

Staff performing screening duties shall successfully complete the Department's curriculum for detention screening, JJIS, PAT, DSI, PAR, CPR, First Aid, Trauma Informed Care, Civil Rights training and the requirements specified in Florida Administrative Rule 63H-2.004.

5. Staff Background Checks

- a. The Respondent and all staff shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Respondent and all staff shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, F.S. and the Department's background screening policy. Failure to comply with the Department's background screening requirements may result in termination of the Contract.
- b. A background screening shall be completed in accordance with the Department's Background Screening Policy and Procedures on all newly hired staff, including subcontractor staff, and provided to the Contract Manager prior to the initiation of employment to provide services under the resulting Contract.
- c. The Respondent shall ensure staff, including subcontractor staff, obtain the required five-year background re-screening every five years from the date of their approval to work at the facility in accordance with the Department's statewide procedure. Five-year re-screenings shall not be completed more than twelve (12) months prior to the original screening approval date. Results of re-screenings shall be provided to the Department's Contract Manager.
- d. The Respondent shall notify the Background Screening Unit when their employee or subcontractor employees are no longer providing services under the resulting Contract.

6. Changes in Staffing

The Respondent shall provide a written request (email acceptable) to the Department's Contract Manager and CPO to request a waiver of the above professional qualifications. Waivers of the above professional qualifications shall be granted only when it is determined to be in the best interest of the Department and be approved in writing by the Regional Director and the CPO.

G. Service Location and Times

1. Service Locations

The JAC is located in a Respondent-owned/leased facility in Circuit 13, Hillsborough County.

2. Service Times

The Respondent shall ensure staff provides JAC administration and screening services 365 days per year, seven days per week, and twenty-four (24) hours per day. The Respondent shall ensure the Continuity of Operations Plan (COOP) required by the resulting Contract includes an emergency plan to continue operations in the event of a natural or man-made disaster.

3. Changes to Locations/Times

Changes to the location for services and service times shall only be made by direction of the Office of Probation and Community Intervention and shall require a Contract amendment.

H. Property and Facility Standards

1. Current Property Inventory

An inventory of State property provided to the Respondent for use in providing services detailed in the resulting Contract by the Respondent will be provided by the Department's Contract Manager at Contract start. The Respondent is responsible for ensuring the safety and physical maintenance of computer equipment and shall adhere to Department policies when requesting the purchase of additional equipment with Contract funds.

2. Non-Expendable Tangible Personal Property

- a. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:
 - 1) Expenditure of funds provided by the Department under a cost-reimbursement contract;
 - 2) Expenditure of funds provided by the Department as pre-operational; and/or
 - 3) Expenditure of funds provided by the Department as operational expense dollars.
- b. All state-furnished property or property acquired by the Respondent through funding sources identified above, with a cost of \$1,000 or more and lasting more than one year, and hardback-covered bound books costing \$250 or more, and computers, regardless of cost, shall be accounted for in accordance with Rule 69I-72., F.A.C. All such property, including replacements to state-furnished property that is lost, destroyed, exhausted or determined surplus under the terms of the resulting Contract, shall be returned to the Department upon Contract termination. Any replacements shall be in equal or greater value when returned to the Department.
- c. Upon delivery of Department-furnished property to the Respondent, the Respondent assumes the risk and responsibility for its loss and damage.
- d. The Respondent shall submit to the Department's Contract Manager, on a quarterly basis, a listing of all items purchased that quarter under the resulting Contract. The listing shall include a statement as to whether the items were purchased with Department or Respondent funds and include supporting documentation of funds used.
- e. The Respondent shall not dispose of state-furnished property without the written permission of the Department. Department policies and procedures shall be followed when disposing of state-furnished property.
- f. The Respondent shall not use any state-furnished property or property acquired by the Respondent through funding sources identified above for any purpose except the delivery of services identified in the resulting Contract.
- g. The Respondent shall submit a final inventory report for approval by the Department at the conclusion of the resulting Contract.
- h. The Respondent shall submit an annual joint inventory report of all state-furnished property or property acquired by the Respondent through funding sources identified above to the Department's Contract Manager.
- i. The Respondent shall report annually to the Department's Contract Manager an inventory of all state-titled vehicles or other vehicles purchased with state funds. When utilizing state-furnished vehicles, the Respondent shall comply with the Department's Vehicle Operations Policy and Fleet Management Manual.
- j. The Department finds it necessary to purchase property through the Respondent as opposed to direct acquisition for the following reason(s):
 - 1) The property is solely intended for use by the Respondent in the delivery of the contracted services or the same or different Respondents under subsequent continuing Contracts intend continued use of this property throughout its useful life. It is not intended for direct use by Department staff;
 - 2) The property is critical to the delivery of the contracted services and the Department more appropriately identifies the cost as a Contract cost rather than Operating Capital Outlay; and
 - 3) Direct purchase by the Respondent is more efficient than Department purchase, which would include additional costs for storage, delivery, retrieval, disposal, etc.

3. Facility Standards

The facilities where services are provided to youth shall be Respondent-owned or leased facilities. All Respondents shall comply with standards required by fire and

health authorities. The Respondent shall ensure that all buildings and grounds, equipment and furnishings are maintained in a manner that provides a safe, sanitary and comfortable environment for youth, family, visitors, and employees.

IV. DELIVERABLES

The Respondent shall submit an invoice with sufficient documentation to fully justify payment for services delivered. Failure by the Respondent to promptly report and document deliverables as required may result in a reduction in the respective invoice. In months where the Respondent did not complete services, an invoice is not required.

The deliverable under the resulting Contract is a facility day, to include operation of the JAC to include Administration, Security, Detention Screening/Intake and Civil Citation Pre-Screening/Assessment Services in accordance with Attachment A, section III., A.- D., of the resulting Contract, twenty-four (24) hours per day, seven days per week, 365 days per year.

V. REPORTS

The Department will require progress or performance reports throughout the term of the Contract. The Respondent shall complete reports as required to become eligible for payment. The following are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for action or disposition. Any and all notices shall be delivered to the parties at the following addresses:

Respondent	Department
Name:	Name:
Address	Address
City, State, Zip Code	City, State, Zip Code
Telephone Number:	Telephone Number:
E-mail Address:	E-mail Address:

After execution of the resulting Contract, any changes in the information contained in this section will be provided to the other party in writing and shall be sent by the United States Postal Service or other delivery service with proof of delivery. A copy of the written notification shall be maintained in the official Contract record. All notices required by the resulting Contract or other communication regarding the resulting Contract shall be sent by the United States Postal Service or other delivery service with proof of delivery.

A. Invoice

A properly prepared invoice shall be submitted directly to the Department's Contract Manager within thirty (30) calendar days following the end of the month for which services were rendered. 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.

1. The Respondent shall submit the monthly invoice accompanied by the Youth Census Report with sufficient documentation to fully justify payment for the facility day. The Respondent shall report, in accordance with Department policy, all youth admissions, releases, and inactive status in JJIS as required. Failure by the Respondent to promptly report may result in a reduction in the monthly invoice.
2. The Respondent shall not receive payment for services rendered prior to the execution date or after the termination date of the resulting Contract.
3. Invoices for amounts due under the resulting Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
4. Documentation of service delivery shall be in accordance with Attachment A, Section IV., Deliverables.

B. Youth Census Report

A complete list of youth who were provided services required under the terms and conditions of the resulting Contract during the service period detailed on the invoice shall be exported from JJIS and furnished with the invoice. The Youth Census Report is to be submitted with the monthly invoice. At a minimum, the Youth Census Report shall include the youth's last name and initial of first name, juvenile justice identification number,

admission and release date(s) of service, and the service required by the Contract that was provided. Prior to the submission of the monthly Youth Census Report, the Respondent shall confirm the accuracy of youth census data in JJIS.

- C. 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 the insurance. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent and the minimums listed in the resulting Contract.
- D. Subcontract(s)
A copy of all subcontract agreements entered into by the Respondent and a subcontractor for services required of the Respondent via the Contract, shall be submitted to the Department in advance for review. A signed copy of the subcontract shall be provided to the Department's Contract Manager prior to the delivery of service to Department youth and payment to the subcontractor.
- E. Organizational Chart
The Respondent's organizational chart shall be provided upon execution of the resulting Contract, annually, and upon changes. The organizational chart shall include the programmatic and administrative structure of the Respondent's organization.
- F. Staff Hire Report
The Respondent shall provide to the Department's Contract Manager a complete list of staff hired to fill vacant positions to include their full legal name, the position title, position number, date of hire, date of background screening, and position description. If any position filled requires specific licensing, certification, or education as required in the Contract, a copy of the license, certification, and/or education credentials shall be provided with the Staff Hire Report. A copy can be found at <http://www.djj.state.fl.us/partners/contract-management/>.
- G. Staff Vacancy Report
The Respondent shall provide a complete list of all vacant program positions required by the resulting Contract, and include the position title, position number, date of vacancy, and position description. The Respondent shall provide the Department's Contract Manager with an explanation for vacancies which exceed ninety (90) calendar days. Services shall be provided to all Department youth by qualified Respondent staff regardless of whether a position(s) is vacant.
- H. Florida Minority Business Enterprise (MBE) Utilization Report
The Respondent shall submit to the Department's Contract Manager, along with each monthly invoice, the Florida MBE Utilization Report listing all payments made for supplies and services to Minority Business Enterprises (MBEs) during the invoice period. The listing shall identify the MBE code for each payment.
- I. Continuity of Operations Plan (COOP)
Prior to the delivery of service, the Respondent shall submit a COOP, which provides for the continuity of Contract services in the event of a manmade/natural disaster/emergency. The Department approved plan format can be found on the Department's website. Additional information can be found in FDJJ 1050, Continuity of Operations Plans.
- J. Inspections
The Respondent shall submit to the Department's Contract Manager, state and local inspections conducted by the governing authority related to fire, health, and safety regulations. The Respondent is responsible for ensuring issues identified by the governing authority and contained in the Inspection are corrected within the mandated timeframes. The Department will review Respondent compliance with the Inspections during the annual monitoring of the resulting Contract.
- K. JAC Admissions Report
The Respondent shall submit to the Department's Chief Probation Officer, Circuit 13, a report detailing the name of the youth, JJIS Identification, time of admission and release, party the youth was released to (parent, detention, etc.), and reason why the youth was not released within six hours of admission, when applicable.
- L. Six-Hour Admission/Release Report
The Respondent shall submit a report supporting the required release of all youth within six hours of admission to the Department's Contract Manager on a monthly basis in a format to be approved by the Contract Manager.

M. Ad Hoc Reports

The Respondent shall provide the Department ad hoc reporting upon request of the Department's Contract Manager or designee.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO
Invoice	Monthly	Thirty (30) calendar days following the end of the month services were provided.	Contract Manager
Youth Census Report	Monthly	Information will be exported from JJIS to match Invoice. To be submitted with the invoice	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and July 1 st	Contract Manager
Proof of Insurance Coverage	Annually	Prior to the delivery and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Upon execution	Upon execution	Contract Manager
Staff Hire Report	Monthly	To be submitted with the invoice	Contract Manager
Staff Vacancy Report	Monthly	To be submitted with the invoice	Contract Manager
MBE Utilization Report	Monthly	To be submitted with the invoice	Contract Manager
Continuity of Operations Plan (COOP)	Annually	Prior to the delivery of services and July 1 st	Chief Probation Officer Circuit & Contract Manager
Inspections	Annually	July 1 st of each year	Contract Manager
JAC Admissions Report	Monthly	The Monday following the end of the reporting month.	Circuit Chief Probation Officer
6 Hour Admission/Release Report	Weekly	Each Monday for the previous week (Sunday through Saturday)	Circuit Chief Probation Officer & Contract Manager
Ad Hoc Reporting	Upon Request		

- N. Delivery of deliverables and reports shall not be construed to mean acceptance of those deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Contract Manager will approve or reject deliverables and reports.

VI. **PERFORMANCE MEASURES / OUTCOME EVALUATIONS**

- A. 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.

1. **GOAL:** 100% of youth admitted to the Detention Screening Unit shall have a documented substance abuse, mental health, and suicide risk screening completed.
MEASURE: This shall be calculated by dividing the number of youths admitted to the Detention Screening Unit who have a substance abuse, mental health and

suicide risk screening completed, divided by the number of youths admitted to the Detention Screening Unit.

MINIMUM STANDARD: 100% of youth admitted to the Detention Screening Unit shall have a documented substance abuse, mental health, and suicide risk screening completed.

2. **GOAL:** 100% of youth admitted to the Detention Screening Unit shall have a completed DSI conducted.

MEASURE: This shall be calculated by dividing the number of youths admitted to the Detention Screening Unit who have documentation in their file that a DSI was complete and conducted, divided by the number of youth admitted to the Detention Screening Unit.

MINIMUM STANDARD: 100% of youth admitted to the Detention Screening Unit shall have a completed Detention Screening Instrument conducted

3. **GOAL:** 100% of youth who have been identified as in need of an assessment shall be referred for assessment services.

MEASURE: This shall be calculated by dividing the number of youths admitted to the Detention Screening Unit identified as in need of an assessment who were referred for assessment services, divided by the number of youths admitted to the Detention Screening Unit.

MINIMUM STANDARD: 100% of youth who have been identified as in need of an assessment shall be referred for assessment services.

4. **GOAL:** 100% of youth referred for detention shall have a completed detention admission packet.

MEASURE: This shall be calculated by dividing the number of youths admitted to the Detention Screening Unit with a completed detention admission packet, divided by the number of youths admitted to the Detention Screening Unit.

MINIMUM STANDARD: 100% of youth referred for detention shall have a completed detention admission packet.

5. **GOAL:** 100% of youth receiving a detention screening shall be out-processed within six hours from the time of entry at the Detention Screening Unit or have documentation of the Respondent's effort to ensure the youth was processed and released within six hours after they were accepted for admission.

MEASURE: This shall be calculated by dividing the number of youths admitted to the Detention Screening Unit receiving a detention screening out-processed within six hours from the time of entry at the Detention Screening Unit, or have documentation of the Respondent's effort to ensure the youth was processed and released within six hours after they were accepted for admission, divided by the number of youths admitted to the Detention Screening Unit.

MINIMUM STANDARD: 85% of youth receiving a detention screening shall be out-processed within six hours from the time of entry at the Detention Screening Unit or have documentation of the Respondent's effort to ensure the youth was processed and released within six hours after they were accepted for admission.

6. **GOAL:** 100% of all recommendations, including justification for those recommendations, shall be submitted to the State Attorney within twenty-four (24) hours for youth who are detained and within twenty (20) calendar days for youth who are not detained.

MEASURE: This shall be calculated by dividing the number of youths admitted to the Detention Screening Unit whose recommendations, including justification for those recommendations, that were submitted to the State Attorney within twenty-four (24) hours for youth who are detained and within twenty (20) business days for youth who are not detained, divided by the number of youths admitted to the Detention Screening Unit.

MINIMUM STANDARD: 100% of all recommendations, including justification for those recommendations, shall be submitted to the State Attorney within twenty-four (24) hours for youth who are detained and within twenty (20) calendar days for youth who are not detained.

B. Outcome Evaluation

1. The Respondent, throughout the term of the resulting Contract, shall document compliance with required service tasks, performance and provide documentation

- of such for inspection via contract management, annual program monitoring, and quality improvement inspections and deliver findings in applicable reports.
2. The Department will use the process and outcome data collected throughout the duration of the resulting Contract to determine the effectiveness of the services. The results may be used in evaluation of the service needs or the Respondent's performance when considering future contract renewals and funding.

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ATTACHMENT A-1
JUVENILE ASSESSMENT CENTERS - MULTI-AGENCY DESCRIPTION

I. Overview

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

II. Governance

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

III. Core Functions

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

SERVICES
Central Point of Service Delivery
Central Point of Delivery for Law Enforcement
Booking functions
Comprehensive Screening <ul style="list-style-type: none"> • Mental health • Substance Abuse • Suicide • Detention
Assessment based on indicators
Interagency Coordination and Referral
24-hour Response
Transportation coordination/provision of non-Detention eligible youth
On-site Coordination of Services
JJIS Access and Entry and internal communications capability
Local planning and collaboration through an advisory committee
Interagency Agreement between participating parties
Shared funding
Referral Processing <ul style="list-style-type: none"> • Felony • Misdemeanor • Civil Citation
Other Intake
Security

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

IV. Services

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

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ATTACHMENT B
GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF PROPOSALS

- I. SOLICITATION NUMBER** RFP #10695
- II. SOLICITATION TYPE** Request for Proposal: The Department of Juvenile Justice (Department of DJJ), Office of Probation Services, is issuing this Request for Proposals (RFP) seeking administration of detention intake and screening (including civil citation pre-screening/assessments) and security services at a Juvenile Assessment Center (JAC) that serves Circuit 13, Hillsborough County. The Respondent shall provide services twenty-four (24) hours per day, seven days per week, in a Respondent-owned/leased facility located in Hillsborough County.
- III. PROCUREMENT OFFICE** Kim Daugherty, 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) 717-2619
 Fax: (850) 414-1625
 E-Mail Address: kim.daugherty@djj.state.fl.us

IV. GENERAL INFORMATION

A. Calendar of Events

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

DATE	TIME	ACTION	WHERE
Tuesday, June 1, 2021	5:00 PM EDT	Release of solicitation	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www.main_m enu
Thursday, June 24, 2021	5:00 PM EDT	Deadline for Written Questions	Send to kim.daugherty@djj.state.fl.us
Monday, July 12, 2021	5:00 PM EDT	Anticipated date that answers to written questions will be posted on the web site	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www.main_m enu

DATE	TIME	ACTION	WHERE
Friday, July 23, 2021	5:00 PM EDT	Deadline for Respondents to request access to the Bid Library	Send to: Kim.daugherty@djj.state.fl.us See Section VI., C., 1., b. & c., below for Bid Library information.
Monday, July 26, 2021	5:00 PM EDT	Deadline for Submission of Intent to Submit a Response (Attachment N)	Submit to the Bid Library
Thursday, July 29, 2021	2:00 PM EDT	Proposals Due and Opened - Conference Call	Telephone 1-888-585-9008 and enter code 840-266-860# when directed.
Wednesday, August 11, 2021	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 840-266-860# 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.
Friday, August 27, 2021	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 840-266-860# 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, October 11, 2021	5:00 PM EDT	Notice of Intended Award	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_www.main_menu
Saturday, January 1, 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. Site Visit

The Respondent must complete the Attachment E - Facility / Site Requirements Certification (for Respondent Proposed Owned / Leased Facility). Site Visit Inspections for Respondent Owned/Leased facilities will be held by the Department as per Attachment E. This is a **MANDATORY** requirement. Additionally, if the Respondent is proposing a facility that they do not currently own/lease, it is **MANDATORY** that documentation be submitted which demonstrates the proposed facility is on the market for sale/lease and will be available to the Respondent upon award of the resulting Contract. This documentation must be included behind Attachment E. **Note:** The Department reserves the right to inspect the proposed facility site and determine if the facility site meets all the requirements of the Department and this RFP.

- D. The Department reserves the right to modify non-material terms of the RFP prior to the 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 kim.daugherty@djj.state.fl.us, 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 5:00 PM on the date specified in the Calendar of Events. The Respondent is responsible for ensuring that the Procurement Manager receives the inquiry.
1. 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.
 2. 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_www.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 (<http://www.djj.state.fl.us/Providers/contracts/conference-calls/index.html>) 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. A recording of the call will be available on the Department's website at <http://www.djj.state.fl.us/Providers/contracts/conference-calls/index.html> 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_www.main_menu. Click on "Search Advertisements," and use the drop-down list under Advertisement Type and select Agency Decision, then under Agency, select the Department of Juvenile Justice. Click "Initiate Search," select the RFP and double click on the RFP number. Call the Department's

Procurement Manager at the telephone number listed in Attachment B, Section III., with any questions regarding accessing the website.

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

V. MANDATORY CRITERIA

The following requirement 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 submit its complete proposal within the time frame specified in the Calendar of Events (Attachment B, Section IV., A.). A proposal is considered complete if it contains all of the required documents listed in Attachment B, section XX.
- B. It is **MANDATORY** that the Respondent submit a completed Attachment E, Facility/Site Requirements Certification (For Respondent Proposed Owned/Leased Facility) including the required supporting documentation.

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 one of the following formats:
 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 for this RFP, Kim Daugherty, via e-mail at: kim.daugherty@djj.state.fl.us, or phone: (850) 717-2619;
 - 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. 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.*
 - 4) 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.
 - 5) 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), the financial viability documentation (Volume 2, Tab 3), and Attachment R (Volume 1, Tab 2) and Attachment D, Part II signed are the only documents which can be saved in a PDF format. The Attachment H – Budget September 2019 (Volume 2, Tab 2) **must** be submitted in Excel;
 - 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@djj.state.fl.us 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., B.).
 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., 1.; and,

- 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_www.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 kim.daugherty@djj.state.fl.us, or by mail or by facsimile (850-414-1625) and shall be received by the date specified in the Calendar of Events (Section IV., A.). The Respondent is responsible for ensuring that the Procurement Manager received the inquiry. The Department will not take any further questions for this RFP after 5:00 PM that day. The Department's responses to questions will be posted at http://www.myflorida.com/apps/vbs/vbs_www.main_menu as an addendum to this RFP on or about the date specified in the Calendar of Events (Section IV., A.). Any information communicated through oral communication shall not be binding on the Department and shall not be relied upon by any Respondent. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following the agency posting the Notice of Intended Award, excluding Saturdays, Sundays, and state holidays, any employee or manager of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a proposal.

VIII. **NUMBER OF AWARDS**

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

IX. **FAILURE TO EXECUTE CONTRACT**

In the event no protest is filed within the prescribed timeframe, the Department will commence preparation of the Contracts with the intended Respondents. 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 **January 1, 2022**, and shall end at **11:59 p.m.** on **December 31, 2026**. This Contract may be renewed. The Department may renew the Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original Contract, or three years, whichever is longer, and in accordance with subsection 287.057(13), F.S., and 60A-1.048, F.A.C.

XII. TYPE OF CONTRACT CONTEMPLATED

A fixed price Contract is anticipated from this solicitation. A copy of a sample contract containing all required terms and conditions 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 resulting Contract will be 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 CONTRACT DOLLAR AMOUNT

Total Maximum Annual Contract Dollar Amount	\$980,806.10
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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 noncompliance 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 noncompliance 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 contracted filled slots X filled slot per diem rate X 5.0% = Financial Consequence. Imposition of consequences shall be 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 noncompliance, 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(s) 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. Only the following items may be in color: supporting or resource material, charts, diagrams, graphs, maps, or photos.

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 or Volume 2, 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 which 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 A, including that neither it nor its principals are presently debarred, suspended, or proposed for debarment, or have been declared ineligible or voluntarily excluded from participation in this procurement/contract by any federal department or agency.” **If the Respondent is unable to certify to any part of this statement, such Respondent shall include an explanation in the Transmittal Letter.**
10. The Transmittal Letter must contain this exact statement: “On behalf of (insert Respondent's name), this letter certifies that neither (insert Respondent's name) nor anyone acting on its behalf have contacted anyone, between the release of the solicitation and 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 F.S. 215.472, 215.4725, 215.473, and 287.135)”.
 12. The Transmittal Letter must contain this exact statement: “On behalf of (insert Respondent’s name), this letter certifies that the Attachment H – Budget 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 H – Budget, which has been submitted by the date and time required in the RFP, will be evaluated on a pass/fail basis in accordance with Attachment F.
 13. The Respondent must attach the required Attachment E, Facility/Site Requirements Certification (For Respondent Proposed Owned/Leased Facility) behind the Transmittal Letter (including the required supporting documentation for #13 and #14 in the Attachment E). This is a **MANDATORY** requirement. Additionally, if the Respondent is proposing a facility they do not currently own/lease, it is **MANDATORY** that documentation be submitted which demonstrates the proposed facility is on the market for sale/lease and will be available to the Respondent upon award of the resulting Contract. This documentation must be included behind the Attachment E.
- 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 the 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 the 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 the Attachment O.
- C. Certification of Experience - Volume 1, Tab 2
 It is required that the Respondent sign and submit under Volume 1, Tab 2, the Attachment R, Certification of Experience. The Respondent must demonstrate two years of experience within the last five years of implementing and operating programs for at-risk and/or delinquent youth.
- D. 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, Florida Statutes (if desired by the Respondent) for preference in the event of a tie in the scoring of a competitive solicitation. This is not a mandatory requirement. The form is labeled as Attachment K. The Respondent may also submit Attachment S (Tie-Breaking Certifications), which is not mandatory.
- E. Client Contact List – Volume 1, Tab 2
 It is required that the Respondent submit an Attachment T with a minimum of three references. This list is required in order for the proposal to be complete.
- a. The Attachment T must be completed and submitted with at least three previous or current clients for whom the Respondent has provided non-residential diversion services to a juvenile justice population as specified in this RFP, and the dates of performance. (Respondent must demonstrate two years of experience within the last five years).

- b. The Department reserves the right to contact any and all references in the course of this solicitation and make a fitness determination, not subject to review or challenge.
- c. The Department shall not provide a reference. If the Respondent has only provided these same or similar services to the Department, the Respondent is to include an attestation statement from the individual with authority to bind the Respondent in place of the Attachment T.
- d. No faxes will be accepted for the Attachment T. Only originals submitted with the proposal or copies submitted electronically through the Bid Library are acceptable.

F. 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 (PLEASE NOTE THAT IT IS INSUFFICIENT FOR PROPOSALS TO MERELY RECITE OR REITERATE THE SERVICES SOUGHT):

Category #1: Management Background, Experience, Structure, and Capabilities

The Respondent shall describe the background and experience that demonstrates experience and competencies of the organization to deliver the services sought by the Department. The Respondent shall provide a corporate organizational chart, description of the corporate organizational structure and leadership staff's qualifications (resume or job description) that indicates sufficient management capability to perform or provide oversight of the services required. The Respondent shall describe the corporate oversight and past experiences providing services to a juvenile population similar to the services sought by this RFP. The Respondent shall describe through their internal quality improvement processes and internal sources their ability to deliver the services as sought by the Department.

Category #2: Administration Services

The Respondent shall describe their company's plan for the provision of the following: Staff support to the JAC Advisory Committee, coordination of activities related to public information and requests from other agencies and the development of an Interagency Agreement. The Respondent shall describe your company's plan to perform JAC operations specified in the JAC Advisory Committee's interagency agreement including, but not limited to, the following: The integration of the JAC into the local juvenile justice system operation and the coordination of urine testing functions. The Respondent shall describe your company's contingency plan for mass detention screenings needs. The Respondent shall describe your company's plan for the provision to offer and provide a nutritious snack and/or beverage to all youth. The Respondent shall describe how personal property will be transferred for youth and how each youth's inventory will be maintained.

Category #3: Booking/Admission

The Respondent shall describe how your organization will ensure each youth presented to the JAC meets eligibility requirements defined in Chapter 985.135, F.S. The Respondent shall describe the process to ensure a youth search by arresting, transporting, and/or JAC Law Enforcement Officer is conducted and documented. The Respondent shall describe the process for ensuring the required medical clearance is conducted and documented

ensuring youth who are/appear to be impaired by drugs, alcohol, injury, or illness are not admitted to the JAC.

Category #4: Detention Screening

The Respondent shall provide a Detention Screening Staffing plan indicating the number of staff per shift and supervision staff, as well as a backup plan to ensure sufficient screening of staff is available in the event of a planned or unplanned absence or vacancy. The Respondent shall also provide a staff training plan indicating that staff will be fully trained as required. The Respondent shall describe the company's plan for providing detention screening and intake services, including the process for determining each youth's status by use of the Department's Detention Screening Instrument (DSI) and other required forms such as the MAYSI-2 and the Suicide Risk Screening Instrument are conducted. The Respondent shall describe the company's plan for the completion of the detention admission packet and the plan to ensure documentation of parent/guardian contacts and notification. Describe your company's plan for the daily delivery of youth files/court packets and ensuring Department staff receive copies. The Respondent shall describe the activities needed if during intake information suggests a youth is a possible suicide risk.

Category #5: Release

The Respondent shall describe the company's plan including time frame(s) for the provision of a recommendation to the State Attorney's Office within prescribed time frame(s). The Respondent shall describe the company's plan to ensure the development of policies and procedures to facilitate the processing and release/transfer of each youth within six hours after acceptance for JAC admission. The Respondent shall describe the company's plan to ensure documentation of the reason(s) a youth is not released within six hours, and documentation of the actions taken to ensure the earliest possible release.

Category #6: Civil Citation Prescreening and Assessments

The Respondent shall describe the company's provisions to conduct Civil Citation Pre-screening/Assessments.

Category #7: Staffing/Personnel

The Respondent shall describe the company's plan to employ all of the required staff. The Respondent shall describe the company's understanding of the minimum qualifications for all of the required staff. The Respondent shall describe the company's understanding of the requirements for staff performing "screening" duties.

G. Facility / Site Requirements Certification (for Respondent Proposed Owned / Leased Facility) (Attachment E) – Volume 1, Tab 4

For Respondents proposing JDAP Services under this RFP, the Attachment E is required for **each** circuit where a JDAP is proposed to be delivered. Submission of this form(s) and the supporting documentation is a requirement for the Respondent to be deemed responsive to this RFP. The Respondent shall certify, by initialing next to each requirement, that the proposed facility fully meets or will meet the requirements at the time of proposal submission or will fully meet these requirements prior to the start of contract services. The Department may or may not elect to conduct a site inspection on the date and time indicated in the RFP Calendar of Events. All facilities and property provided for services must meet the requirements stated in the Attachment E.

H. Financial Proposal – Volume 2

1. Budget – Tab 1

- a. The Respondent shall complete and submit Attachment H (Budget for Probation Services – September 2019).
- b. The Attachment H must reflect proposed costs which are allowable, reasonable, and necessary to provide the proposed services.
- c. Once the Department has accepted the Attachment H after evaluating it in accordance with Attachment F, the Attachment H shall not be altered without prior written approval from the Department.

- d. Any projected cost not captured in the Attachment H 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.
3. Financial Viability Documentation – Tab 3
- a. It is required that the Respondent provide in Volume 2, under Tab 3, financial documentation, for either **Option #1 or Option #2** below sufficient to demonstrate its financial viability to perform the Contract resulting from this RFP (see Attachment F, I., B., Financial Proposal - Evaluation Criteria). Documentation is reviewed on a pass/fail basis. If the Respondent fails to pass the option they selected, the proposal shall be rejected as non-responsive and not evaluated further. Failure to provide either option will result in disqualification of the proposal.
- 1) Option #1: D & B Supplier Qualifier Report
If selecting this option, the Respondent shall submit a copy of the D&B Supplier Qualifier Report reflecting a Supplier Evaluation Risk (SER) rating dated within sixty (60) days of the release of this RFP. The Respondent's company name and DUNS Number must match the company name and DUNS number on the SQR. The Respondent may request the report from D&B by clicking the website noted for Attachment I (Supplier Qualifier Report Request) and follow the directions in the Attachment. The Respondent shall pay D&B to send the Supplier Qualifier Report (SQR) to the Respondent and the Department through electronic means. The cost of the preparation of the D&B report shall be the responsibility of the Respondent. In addition, it is the duty of the Respondent to ensure the timely submission of a D&B report that accurately reflects the proposing entity. If the Department cannot determine on the face of the documents that the SQR report is that of the proposing entity, then the Department may disqualify the submission. Respondents are advised to allow sufficient time before the proposal due date for the D&B processing.
- OR**
- 2) Option #2: Financial Audits
If selecting this option, the Respondent shall submit the most recent available and applicable financial documentation that shall include the most recently issued audited financial statement (or if unaudited, reviewed financial statements, in accordance with "Statements on Standards for Accounting and Review Services" issued by the American Institute of Certified Public Accountants (SSARS). If the balance sheet date of the most recent, available audited or reviewed financial statements are earlier than sixteen (16) months from the issue date of the RFP, the Respondent must provide compiled financial statements in accordance with SSARS, with a balance sheet date no earlier than six months from the date of the RFP, along with the most recently issued or reviewed

financial statements, with a balance sheet date no earlier than twenty-four (24) months of the issue date of the RFP. The Department shall use its discretion in utilizing one or both financial statements to determine the given ratios and other financial information. The financial statements shall include the following:

- a) The accountant's reports on the financial statements;
- b) Balance sheet;
- c) Statement of income or activities;
- d) Statement of retained earnings (except for non-profit organizations);
- e) Statement of cash flows;
- f) Notes to financial statements;
- g) Any written management letter issued by the auditor to the Respondent's management, its board of directors or the audit committee; and
- h) If the Respondent is subject to the Federal Single Audit Act (for programs operating in the State of Florida) or the Florida Single Audit Act, include a copy of the most recently issued: Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements performed in Accordance with Government Auditing Standards; and Report on Compliance with Requirements Applicable to Each Major Program and State Project and on Internal Control over Compliance in Accordance with OMB Circular A-133 and Florida Single Audit Act;

OR

- i) If the Respondent is a sole proprietor or non-corporate entity, the Respondent shall provide financial documentation that is sufficient for the Department staff to determine the financial ratios, revenues, and equity indicated in Option 2 criteria including applicable financial statements, income tax returns and other documents;
- j) Failure to provide any of the aforementioned financial information may result in proposal disqualification;
- k) The Department acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Respondent is a privately held corporation or other business entity whose financial statements are audited, such audited statements shall be provided;
- l) The Department also acknowledges that a Respondent may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the Respondent has the financial capability of performing the resulting Contract to be issued pursuant to this RFP. The Respondent **MUST** provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the Respondent itself. At the Department's discretion, the consolidated financial information from a parent company that was submitted in lieu of the Respondent's financial information may be utilized; and
- m) If a Respondent submits a financial audit which is determined to have passed the financial viability criteria,

the Department's Bureau of Procurement and Contract Administration will provide a letter to the Respondent that can be submitted in lieu of resubmitting financial audits/financial documentation in a future procurement, as long as the future RFPs Proposal Due Date is within twelve (12) months of the Respondent's last audited financial statement. The period of time for which the letter is valid will be based off the date the Respondent's audit was completed.

I. Provider Performance – Volume 3

1. Certification of Experience - Tab 1

It is required that the Respondent sign and submit a completed Attachment R (Certification of Experience). The Respondent must demonstrate two years of experience within the last five years of providing detention intake, screening, and security services for at-risk and/or delinquent youth, and the dates of performance.

2. Client Contact List –Tab 2

It is required that the Respondent submit an Attachment T (Client Contact List) with a minimum of three references. This list is required in order for the proposal to be complete.

- a. The Attachment T must be completed and submitted with a minimum of three previous or current clients for whom the Respondent has delivered services for at-risk and/or delinquent youth as described in Attachment A.
- b. The Department reserves the right to contact any and all references in the course of this solicitation and make a fitness determination, not subject to review or challenge.
- c. The Department shall not provide a reference. If the Respondent has only provided these same or similar services to the Department, the Respondent is to include an attestation statement from the individual with authority to bind the Respondent in place of the Attachment T.
- d. No faxes will be accepted for Attachment T. Only copies submitted electronically through the DJJ Bid Library are acceptable.

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 the Department's assigned Contract Manager.

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**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.

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, 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 Cuba or 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 Cuba or 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 reference checks conducted by the Department, using the contacts provided by the Respondent in the Client Contact List, result in positive recommendations about the Respondent (Attachment T);
- (c) Relevant Experience with Current/Recent DJJ Contract is met – Yes/No (Attachment R); and
- (d) Meets Financial Proposal Evaluation Criteria (see Attachments B, F, and H).

14. ELECTRONIC POSTING OF NOTICE OF AGENCY DECISION

On or about the date indicated in Attachment B, the Department shall electronically post a notice of intended award at http://myflorida.com/apps/vbs/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Department shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within 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(s) and move to the next highest ranked Respondent(s), without having to post another Notice of Award.

**ATTACHMENT E
FACILITY / SITE REQUIREMENTS CERTIFICATION (FOR RESPONDENT PROPOSED OWNED /
LEASED FACILITY)**

RFP #10695

FOR CIRCUIT #: 13

**FOR RESPONDENTS PROPOSING USE OF THEIR OWNED/LEASED FACILITY
OR
FOR RESPONDENTS PROPOSING USE OF AN OWNED/LEASED FACILITY NOT CURRENTLY
OWNED/LEASED BY THE RESPONDENT**

Submission of this form and the supporting documentation is a requirement for the Respondent to be deemed responsive to this RFP, unless the site is currently being used for a Department of Juvenile Justice (DJJ) program. Each item listed below is a program facility/site requirement for a DJJ program. The Respondent shall certify, by initialing next to each requirement below, that the proposed facility fully meets or will meet these requirements at the time of proposal submission or will fully meet these requirements prior to the start of contract services. The Department may or may not elect to conduct a site inspection on the date and time indicated in the RFP Calendar of Events.

All facilities and property provided for services must meet the requirements stated in this Attachment.

Please indicate program facility/site status by circling one (e.g., IS or WILL; HAS or WILL HAVE, etc.) status for each of the following requirements listed below and initialing to signify compliance with the requirement, and attach the required letters or documentation for each requirement:

	Program Facility/Site Requirement	Respondent's Initials
1	The proposed facility does / will meet all state, county, and city zoning, permitting and licensing, as well as any other requirements necessary to operate the facility.	
2	The proposed facility is / will be ready to commence program operations prior to the Department scheduled site visit/inspection.	
3	The proposed facility has / will have working electricity in all areas to be used by program participants.	
4	The proposed facility has / will have working air conditioning and will maintain air conditioning in all areas to be used by program participants.	
5	The proposed facility has / will have a working heating system and will maintain heating in all areas to be used by program participants.	
6	The proposed facility has / will have adequate space to accommodate program activities.	
7	The proposed facility has / will have adequate space and facilities to meet bathroom and dining needs for the number of youth proposed to be served.	
8	The proposed facility complies / will comply with all applicable Florida Administrative Code requirements, Rules of the State Fire Marshal, and applicable Uniform Fire Safety Standards found in Chapter 633, Florida Statutes.	
9	The proposed facility is / will be in current compliance with the Florida American with Disabilities Accessibility Implementation Act before occupancy.	

10	The proposed facility has / will have office space available that allows for confidential business to be conducted. The office space includes access to a telephone and computer hook-up.	
11	The proposed facility has / will have a written evacuation plan that includes diagrammed evacuation routes covering emergencies such as fire, natural disasters, hurricanes, and other severe weather. This plan is / will be maintained on-site and provided to the Department at the scheduled site inspection and to the Department's Contract Manager on an annual basis thereafter.	
12	The proposed facility is / will be accessible to public or other means of transportation.	
13	The proposed building or site is available / will be available and suitable for use for the program to be procured by this RFP by the anticipated Contract start date of services.	
14	If the Respondent does not own the proposed site(s), the Respondent has attached additional documentation demonstrating the proposed building or site is available / or will be available and is suitable for use for the program being procured by this RFP. If unable to obtain a letter, a signed affidavit shall be inserted in its place attesting to the attempt to obtain the letter and signed by the person who signs the Written Reply Transmittal Letter. If only an affidavit is submitted, and the Respondent is determined to be the highest-ranking Respondent, prior to notice of Final Agency Decision, the Procurement Manager shall request, and the Respondent shall submit, within ten business days of the request date, a letter from the facility owner/leasing agent indicating the proposed facility/site is available for services by the anticipated Contract start date.	
15	The Respondent shall attach a letter from the local government(s) that the facility or site complies with any specified comprehensive plan, zoning codes, ordinances and other requirements. If the Respondent is unable to obtain a letter, a signed affidavit shall be inserted in its place attesting to the attempt to obtain the letter and signed by the person who signs the transmittal letter. If only an affidavit is submitted, and the Respondent is determined to be the highest-ranking Respondent, prior to notice of Final Agency Decision, the Procurement Manager shall request, and the Respondent shall submit, within ten business days of the request date, a letter from the facility owner/leasing agent indicating the proposed facility/site is available for services by the anticipated Contract start date.	
16	The Respondent shall attach narrative information on how or if the facility or site will be renovated, maintained or otherwise made suitable for the Department for this program and provide a timeline for any renovations. If no changes are anticipated, the Respondent shall so state.	
17	The Respondent further agrees to be responsible for all costs associated with repairs and maintenance of the program facility and shall ensure that funds are available and dedicated to ensuring the total safety, maintenance, upkeep, appearance, and sanitation of the facility and grounds.	
18	The Respondent agrees that the proposed facility is / will be in working order (passing all occupancy inspections) and is located within the proposed County/Circuit area as specified in this RFP.	

The following items are informational only:

19	Name of Proposer's Organization	
20	County and Circuit of Proposed Facility	
21	Street Address (Location) of Proposed Facility City, State, Zip	
22	Total Number of Slots Proposed	

ATTESTATION: I, _____, certify, as the Respondent, that I understand and agree that the contracted or proposed facility for the County/Circuit area proposed for this RFP, shall meet all of the facility and/or site requirements as outlined in this RFP and the time frames as specified in the RFP. The site and/or facility shall meet all requirements to the full satisfaction of the Department, as determined by the Department, prior to the start of Contract services.

Respondent's Signature: _____

Printed Name: _____

Title: _____

Date: _____

Site Inspection

Prior to posting a Notice of Intended Award, the Department may conduct a site inspection to ensure that the proposed site meets all requirements of the Department and the RFP. The Respondent's owned/leased site/facility shall meet all requirements to the satisfaction of the Department, as determined by the Department.

The Respondent with whom the Department proposes an award in the specified Circuit shall be provided advance notice by telephone of the specific date for the site inspection. Reasonable attempts will be made to contact the Respondent between the hours of 8:00 a.m. and 5:00 p.m. Eastern Time, Monday through Friday, no less than twenty-four (24) hours prior to the visit. Therefore, it is the responsibility of the Respondent to provide notice of any change in contact information, including telephone number, to the Procurement Manager.

ATTACHMENT F - EVALUATION CRITERIA

I. Maximum Possible Points

Category	Section Title	Maximum Possible Points per Section
1.	Technical Proposal – Volume 1	
	1. Management Background, Experience, Structure, and Capabilities	125
	2. Administration Services	250
	3. Booking/Admission	90
	4. Detention Screening	160
	5. Release	90
	6. Civil Citation Prescreening and Assessments	35
	7. Staffing/Personnel	90
	8. Implementation Plan	40
2.	Financial Proposal – Volume 2	
	1. Attachment H (Budget for Probation Services – September 2019)	0
3.	Financial Viability - Volume 3	0
	1. Financial documentation, as described in Attachment B, Section XX., G., 3., of this RFP.	0
Total Maximum Overall Points		880

II. Evaluation Criteria

This RFP contains requirements that are specified in Attachment B, Section V. Failure to meet these requirements may result in a proposal not being evaluated and rejected as non-responsive. Evaluation and review of the Respondent's proposal will be based solely on the Volumes 1, 2, and 3, unless otherwise noted in this RFP.

The Department will use the following methods to score the relevant section of the 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 0-5 scale.

Use the following rating scores to rate the evaluation question in Attachment P		AWARD CRITERIA
RATING	SCORE	EVALUATION DESCRIPTION
Excellent	5	The technical proposal exceeds all technical specifications and requirements for the service component specified. The approach is innovative, comprehensive, and complete in every detail.

Very Good	4	The technical proposal meets all technical specifications and requirements for the component specified. The approach is comprehensive and complete in every detail. The technical proposal approach contains some innovative details for some of the components specified.
Adequate	3	The technical proposal meets all technical specifications and requirements for the component specified.
Poor	2	The technical proposal does not meet all technical specifications and requirements for the component specified, or it demonstrates minimum understanding of the requirements for the component specified.
Unsatisfactory	1	The technical proposal fails to demonstrate the Respondent's understanding of the requirements for the component specified or the ability to provide the service.
Not Addressed	0	The technical proposal does not address the service component(s) specified, or the evaluator is not able to locate the information in the technical proposal.

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

B. Financial Proposal - Evaluation Criteria

1. The Attachment H – Budget for Probation Services September 2019 will be evaluated by the Department for the following criteria:
 - a. The Grand Total in the Attachment H – Budget for Probation Services September 2019 is at, or under, the maximum amount listed in the Attachment B, section XIV., Total Maximum Contract Dollar Amount.
 - b. Staff listed in the Attachment H – Budget for Probation Services September 2019 includes all staff listed in Attachment A, Section III., F., 2., Staffing Qualifications and Waivers.
2. A Respondent must meet **all** of the criteria in 1., above, in order to “pass” the evaluation of the financial proposal. Failure of a Respondent to meet all of the above criteria shall result in a “fail” status, and the proposal shall be deemed non-responsive and not moved forward for the evaluation and scoring of the technical proposal.
3. Once an Attachment H – Budget for Probation Services September 2019 has passed the evaluation, the Department may request the Respondent to correct errors or omissions not related to the evaluated criteria stated above, and/or respond to concerns identified by the Department relating to the proposed costs and/or narrative provided in the Attachment H – Budget for Probation Services September 2019. The Respondent is required to submit the corrected Attachment H – Budget, and answer any questions concerning the Attachment H – Budget, within the timeframe established by the Department.
4. The Department reserves the right to require changes to the Attachment H – Budget after the Department has reviewed the proposed costs for being allowable, reasonable, and necessary.
5. Should a Respondent fail to capture a proposed cost in the Attachment H – Budget for Probation Services September 2019 that is essential for successful operation of the services being procured by this RFP, the Department requires the Respondent to assume responsibility for any errors or omissions related to the

proposed cost. The Department may ask the Respondent to reflect such a cost in the Attachment H – Budget for Probation Services September 2019 as a “Matching / In-Kind Fund”.

C. Application of Points

To determine the highest scoring Respondent, the Respondent with the highest Maximum Overall Points for the technical proposal will be ranked first, the Respondent with the second highest Maximum Overall Points for the technical proposal will be ranked second, etc.

D. Financial Viability Evaluation Criteria

a. It is required that the Respondent submits financial documentation, as described in Attachment B, Section XX, G., 3., of this RFP, that is sufficient to demonstrate its financial viability to perform the Contract resulting from this RFP. Documentation is reviewed on a **PASS/FAIL** basis. If the Respondent fails to pass the option they selected, the proposal shall be rejected as non-responsive and not evaluated further.

b. The Department will utilize one of the following criteria to determine financial viability to perform a Contract resulting from this RFP.

1) Option #1 D & B Supplier Evaluation Risk (SER) Evaluation Criteria

D&B SER score must be ≤ 5 (on a scale of 1-10). The SER score is provided by D & B on the SQR which must be requested by the Respondent.

2) Option #2 Financial Audit Documentation Criteria

A Certified Public Accountant (CPA) employed by the Department will review the Respondent's financial documentation and assess all of the following criteria. At least two of the following four minimum acceptable standards shall be met.

Respondent shall have one from a) or b) **and** one from c) or d) below:

- a) Current ratio: $\geq 1.0:1$ or (1.0)
Computation: Total current assets \div total current liabilities
- b) Debt to tangible net worth: $\leq 6:1$
Computation: Total liabilities \div tangible net worth (net worth minus intangible assets)
- c) Minimum existing sales: \geq the maximum annual contract dollar amount for services proposed under this RFP.
- d) Total equity: $\geq 10\%$ of minimum sales or revenue as determined in c. above.

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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.

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**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 MANDATORY		
Attachment B, Section IV., C., 2. and Section V., D.	Attachment E – Facility/Site Requirements Certification (For Respondent Proposed Owned/Leased Facility (Mandatory)		
	GENERAL PROPOSAL REQUIREMENTS		
Attachment B Section XX., A.	Transmittal Letter		
Attachment B Section XX., B.	Attachment O – Cross Reference Table		
Attachment B, Section XX., C.	Attachment K - Drug-Free Workplace Certification & Attachment S – Tie Breaking Certifications		
Attachment B Section XX., E., 1.	Attachment H – Budget for Probation Services September 2019		
Attachment B, Section XX., E., 2.	Attachment U - CMBE Utilization Plan		
Attachment B, Section XX., E., 3. And Attachment F, II., D.	Financial Viability Documentation		
Attachment B Section XX., F., 1.	Attachment R – Certification of Experience		

Attachment B, Section XX., F., 2.	Attachment T – Client Contact List		
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.			
CATEGORY #1: MANAGEMENT BACKGROUND, EXPERIENCE, STRUCTURE, AND CAPABILITIES			
Attachment B, Section XX., F., 1	The Respondent shall describe the background and experience that demonstrates experience and competencies of the organization to deliver the services sought by the Department.		
Attachment B, Section XX., F., 1.	The Respondent shall provide a corporate organizational chart, description of the corporate organizational structure and leadership staff's qualifications (resume or job description) that indicates sufficient management capability to perform or provide oversight of the services required.		
Attachment B, Section XX., F., 1.	The Respondent shall describe the corporate oversight and past experiences providing services to a juvenile population similar to the services sought by this RFP.		
Attachment B, Section XX., F., 1.	The Respondent shall describe through their internal quality improvement processes and internal sources their ability to deliver the services as sought by the Department.		
CATEGORY #2: ADMINISTRATION SERVICES			
Attachment B, Section XX., F., 2.	The Respondent shall describe their company's plan for the provision of the following: Staff support of the JAC Advisory Committee, coordination of activities related to public information and requests from other agencies and the development of an Interagency Agreement.		
Attachment B, Section XX., F., 2.	The Respondent shall describe your company's plan to perform JAC operations specified in the JAC Advisory Committee's Interagency Agreement including, but not limited to, the following: The integration of the JAC into the local juvenile justice system operation and the coordination of urine testing functions.		
Attachment B, Section XX., F., 2.	The Respondent shall describe your company's contingency plan for mass detention screenings needs.		

Attachment B, Section XX., F., 2.	The Respondent shall describe your company's plan for the provision to offer and provide a nutritious snack and/or beverage to all youth.		
Attachment B, Section XX., F., 2..	Describe how personal property will be transferred for youth and how each youth's inventory will be maintained.		
CATEGORY #3 – BOOKING/ADMISSION			
Attachment B, Section XX., F., 3.	Describe how your organization will ensure each youth presented to the JAC meets eligibility requirements, defined in Chapter 985.135, F.S.		
Attachment B, Section XX., F., 3.	Describe the process to ensure that any youth search is conducted and documented by the arresting, transporting, and/or JAC Law Enforcement Officer.		
Attachment B, Section XX., F., 3.	Describe the process for ensuring the required medical clearance is conducted and documented, ensuring youth who are/appear to be impaired by drugs, alcohol, injury, or illness are not admitted to the JAC.		
CATEGORY #4 – DETENTION SCREENING			
Attachment B, Section XX., F., 4.	Please provide a Detention Screening Staffing Plan indicating the number of staff per shift and supervision staff, as well as the backup plan to ensure sufficient screening staff are available in the event of a planned or unplanned absence or vacancy. Provide a staff training plan indicating all staff will be fully trained, as required.		
Attachment B, Section XX., F., 4.	Describe the company's plan for providing detention screening and intake services, including the process for determining each youth's status by use of the Department's Detention Screening Instrument (DSI) and other required forms, such as the MAYSI-2 and the Suicide Risk Screening Instrument are conducted.		
Attachment B, Section XX., F., 4.	Describe the company's plan for the completion of the detention admission packet and the plan to ensure documentation of parent/guardian contacts and notification. Describe your company's plan for the daily delivery of youth files/court packets and ensuring Department staff receive copies.		
Attachment B, Section XX., F., 4.	Describe the activities needed if, during intake, information suggests a youth is a possible suicide risk.		
CATEGORY #5 - RELEASE			
Attachment B, Section XX., F., 5.	Describe the company's plan including time frame(s) for the provision of a recommendation to State Attorney's Office within prescribed time frame(s).		

Attachment B, Section XX., F., 5.	Describe the company's plan to ensure the development of policies and procedures to facilitate the processing and release/transfer of each youth within six hours after acceptance for JAC admission.		
Attachment B, Section XX., F., 5.	Describe the company's plan to ensure documentation of the reason(s) a youth is not released within six hours, and documentation of the actions taken to ensure the earliest possible release.		
	CATEGORY #6: CIVIL CITATION PRESCREENING AND ASSESSMENTS		
Attachment B, Section XX., F., 6.	The Respondent shall describe the company's provisions to conduct Civil Citation Pre-screening/Assessments.		
	CATEGORY# 7: STAFFING/PERSONNEL		
Attachment B, Section XX., F., 7.	The Respondent shall describe the company's plan to employ all required staff.		
Attachment B, Section XX., F., 7.	The Respondent shall describe the company's understanding of the minimum qualifications for all required staff.		
Attachment B, Section XX., F., 7.	The Respondent shall describe the company's understanding of the requirements for staff performing "screening" duties.		
	CATEGORY# 8: IMPLEMENTATION PLAN		
Attachment B, Section XX., F., 8.	The Respondent shall describe their understanding of the tasks involved with dates and time frames necessary for program service implementation as soon as possible, but no later than January 1, 2022 . Program service implementation should include the provision of the services stated in Attachment A, Section III., of this RFP.		

**ATTACHMENT P
EVALUATION QUESTIONS/CONSIDERATIONS**

CATEGORY #1: MANAGEMENT BACKGROUND, EXPERIENCE, STRUCTURE, AND CAPABILITIES

Consideration 1.1: To what extent does the Respondent describe the background and experience that demonstrates experience and competencies of the organization to deliver the services sought by the Department? (Weighted: 6 Max Points: 30)

Consideration 1.2: To what extent does the Respondent provide a corporate organizational chart, description of the corporate organizational structure and leadership staff's qualifications (resume or job description) that indicates sufficient management capability to perform or provide oversight of the services required? (Weighted: 7 Max Points: 35)

Consideration 1.3: To what extent does the Respondent describe the corporate oversight and past experiences providing services to a juvenile population similar to the services sought by this RFP? (Weighted: 6 Max Points: 30)

Consideration 1.4: To what extent does the Respondent describe through their internal quality improvement processes and internal sources their ability to deliver the services as sought by the Department? (Weighted: 6 Max Points: 30)

CATEGORY #2: ADMINISTRATION SERVICES

Consideration 2.1: To what extent does the Respondent describe their company's plan for the provision of the following: Staff support to the JAC Advisory Committee, coordination of activities related to public information and requests from other agencies and the development of an Interagency Agreement? (Weighted: 10 Max Points: 50)

Consideration 2.2: To what extent does the Respondent describe your company's plan to perform JAC operations specified in the JAC Advisory Committee's interagency agreement including, but not limited to, the following: The integration of the JAC into the local juvenile justice system operation and the coordination of urine testing functions? (Weighted: 10 Max Points: 50)

Consideration 2.3: To what extent does the Respondent describe your company's contingency plan for mass detention screenings needs? (Weighted: 10 Max Points: 50)

Consideration 2.4: To what extent does the Respondent describe their organization's plan for the provision to offer and provide a nutritious snack and/or beverage to all youth.? (Weighted: 10 Max Points: 50)

Consideration 2.5: To what extent does the Respondent describe how personal property will be transferred for youth and how each youth's inventory will be maintained? (Weighted: 10 Max Points: 50)

CATEGORY #3: BOOKING/ADMISSION

Consideration 3.1: To what extent does the Respondent describe how your organization will ensure each youth presented to the JAC meets eligibility requirements defined in Chapter 985.135, F.S.? (Weighted: 6 Max Points: 30)

Consideration 3.2: To what extent does the Respondent describe the process to ensure a youth search by arresting, transporting, and/or JAC Law Enforcement Officer is conducted and documented? (Weighted: 6 Max Points: 30)

Consideration 3.3: To what extent does the Respondent describe their process for ensuring the required medical clearance is conducted and documented ensuring youth who are/appear to be impaired by drugs, alcohol, injury, or illness are not admitted to JAC? (Weighted: 6 Max Points: 30)

CATEGORY #4: DETENTION SCREENING

Consideration 4.1: To what extent does the Respondent provide a Detention Screening Staffing plan indicating # of staff per shift and supervision staff, as well as backup plan to ensure sufficient screening staff is available in the event of a planned or unplanned absence or vacancy. Provide a staff training plan indicating that staff will be fully trained as required? (Weighted: 8 Max Points: 40)

Consideration 4.2: To what extent does the Respondent describe the company's plan for providing detention screening and intake services, including the process for determining each youth's status by use of the Department's Detention Screening Instrument (DSI) and other required forms such as the MAYSI-2 and the Suicide Risk Screening Instrument are conducted? (Weighted: 8 Max Points: 40)

Consideration 4.3: To what extent does the Respondent describe the company's plan for the completion of the detention admission packet and the plan to ensure documentation of parent/guardian contacts and notification. Describe your company's plan for the daily delivery of youth files/court packets and ensuring Department staff receive copies? (Weighted: 8 Max Points: 40)

Consideration 4.4: To what extent does the Respondent describe the activities needed if during intake information suggests a youth is a possible suicide risk? (Weighted: 8 Max Points: 40)

CATEGORY #5: RELEASE

Consideration 5.1: To what extent does the Respondent describe the company's plan including time frame(s) for the provision of a recommendation to State Attorney's Office within prescribed time frame(s)? (Weighted: 6 Max Points: 30)

Consideration 5.2: To what extent does the Respondent describe the company's plan to ensure the development of policies and procedures to facilitate the processing and release/transfer of each youth within six (6) hours after acceptance for JAC admission? (Weighted: 6 Max Points: 30)

Consideration 5.3: To what extent does the company's plan to ensure documentation of the reason(s) a youth is not released within six (6) hours, and documentation of the actions taken to ensure the earliest possible release? (Weighted: 6 Max Points: 30)

CATEGORY #6: CIVIL CITATION PRESCREENING AND ASSESSMENTS

Consideration 6.1: To what extent does the Respondent describe the company's provisions to conduct Civil Citation Pre-screening/Assessments? (Weighted: 7 Max Points: 35)

CATEGORY #7: STAFFING/PERSONNEL

Consideration 7.1: To what extent does the Respondent describe the company's plan to employ all of the required staff? (Weighted: 6 Max Points: 30)

Consideration 7.2: To what extent does the Respondent describe the company's understanding of the minimum qualifications for all of the required staff? (Weighted: 6 Max Points: 30)

Consideration 7.3: To what extent does the Respondent describe the company's understanding of the requirements for staff performing "screening" duties? (Weighted: 6 Max Points: 30)

CATEGORY #8: IMPLEMENTATION PLAN

Consideration 8.1: The Respondent shall describe their understanding of the tasks involved with dates and time frames necessary for program service implementation as soon as possible, but no later than January 1, 2022. Program service implementation should include the provision of the services stated in Attachment A, Section III., of this RFP. (Weighted: 8 Max Points: 40)

**ATTACHMENT R
CERTIFICATION OF EXPERIENCE**

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

COMPANY NAME: _____

DATE ESTABLISHED: _____

PRIMARY BUSINESS: _____

TOTAL NUMBER OF EMPLOYEES: _____

NUMBER OF EMPLOYEES ENGAGED IN ACTIVITIES RELEVANT TO THIS RFP: _____

NUMBER OF YEARS PROVIDING NONRESIDENTIAL DIVERSION SERVICES TO A JUVENILE JUSTICE POPULATION AS SPECIFIED IN THIS RFP (PUBLIC AND OR PRIVATE): _____

LIST ENTITIES FOR WHOM THE COMPANY HAS PROVIDED NONRESIDENTIAL DIVERSION SERVICES TO A JUVENILE JUSTICE POPULATION AS SPECIFIED IN THIS RFP, AND THE DATES OF PERFORMANCE WITHIN THE LAST FIVE YEARS (RESPONDENT MUST DEMONSTRATE TWO YEARS EXPERIENCE WITHIN THE LAST FIVE YEARS): _____

IF SERVICES WERE PROVIDED TO THE DEPARTMENT:

A. THIS SECTION IS TO BE COMPLETED BY RESPONDENTS CURRENTLY PROVIDING NONRESIDENTIAL DIVERSION SERVICES TO A JUVENILE JUSTICE POPULATION AS SPECIFIED IN THIS RFP FOR THE DEPARTMENT FOR AT LEAST THE LAST SIX CONSECUTIVE MONTHS:

CURRENT DEPARTMENT CONTRACT/RATE AGREEMENT NUMBER UNDER WHICH THE RESPONDENT IS PROVIDING SERVICES: _____

DATE SERVICES BEGAN FOR THE ABOVE CONTRACT/RATE AGREEMENT NUMBER: _____

B. THIS SECTION IS TO BE COMPLETED BY RESPONDENTS WHO HAVE PROVIDED NONRESIDENTIAL DIVERSION SERVICES TO A JUVENILE JUSTICE POPULATION, AS SPECIFIED IN THIS RFP, FOR THE DEPARTMENT WITHIN THE LAST TWO YEARS FROM THE DATE OF RFP ISSUANCE:

PREVIOUS DEPARTMENT CONTRACT/RATE AGREEMENT NUMBER UNDER WHICH THE RESPONDENT PROVIDED SERVICES: _____

DATE SERVICES BEGAN FOR THE ABOVE CONTRACT/RATE AGREEMENT: _____

I _____, CERTIFY THAT THE RESPONDENT KNOWN AS _____ HAS AT LEAST ____ YEARS EXPERIENCE WITHIN THE LAST FIVE YEARS RELEVANT TO THE PROVISION OF DIVERSION SERVICES TO A NONRESIDENTIAL JUVENILE JUSTICE POPULATION AS SPECIFIED IN THIS RFP.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

**ATTACHMENT T
CLIENT CONTACT LIST
THE DEPARTMENT SHALL NOT PROVIDE A REFERENCE.**

THIS FORM SHALL BE SUBMITTED WITH THE PROPOSAL UNDER VOLUME 1, TAB 2.

CLIENT 1:

NAME OF CLIENT: _____

TITLE OF CLIENT: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL: _____

ADDRESS: _____

TYPE OF SERVICE PROVIDED: _____

CLIENT 2:

NAME OF CLIENT: _____

TITLE OF CLIENT: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL: _____

ADDRESS: _____

TYPE OF SERVICE PROVIDED: _____

CLIENT 3:

NAME OF CLIENT: _____

TITLE OF CLIENT: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL: _____

ADDRESS: _____

TYPE OF SERVICE PROVIDED: _____

CLIENT 4:

NAME OF CLIENT: _____

TITLE OF CLIENT: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL: _____

ADDRESS: _____

TYPE OF SERVICE PROVIDED: _____