Memorandum

MIAMI-DADE COUNTY

Date: June 2, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(O)(1)(A)

From: George M. Burgess
County Manager

Subject: Recommendation for Approval to Award Contract No. RFP632: Care and Custody Services for Juvenile Detainees

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve the referenced award to procure care and custody services for juvenile detainees.

CONTRACT NO: RFP632

CONTRACT TITLE: Care and Custody Services for Juvenile Detainees

DESCRIPTION: To provide juvenile care and custody services for juvenile detainees processed at the Miami-Dade County Juvenile Assessment Center.

TERM: Three years with two, two-year options-to-renew.

APPROVAL TO ADVERTISE: June 12, 2008

CONTRACT AMOUNT: $3,829,000 for the initial three year period

If the County chooses to exercise the two, two-year options-to-renew, the total contract value will be approximately $8,935,000.

METHOD OF AWARD: A full and open competitive Request for Proposals process was used. Competitive negotiations were conducted with the two highest ranked firms. The recommended firm's offer represents the best value to the County.

VENDORS RECOMMENDED FOR AWARD:

Vendor	Address	Principal
AlliedBarton Security Services, LLC (Non-local)	161 Washington Street, Suite #600, Conshohocken, PA 19428	William C. Whitmore Jr.

PERFORMANCE DATA: There are no performance issues with the recommended firm.

COMPLIANCE DATA: There are no compliance issues with the recommended firm.

VENDORS NOT RECOMMENDED FOR AWARD:	The Wackenhut Corporation Kent Security Services, Inc. Securitas Security Services USA, Inc. Alanis, Inc. Security Alliance, LLC CSS USA Hudson Protection Services, Inc. Chi-Ada Security (deemed non-responsive) Navarro Security Group, Inc. (deemed non-responsive)
CONTRACT MEASURES:	The Review Committee of June 18, 2008, recommended a Small Business Enterprise (SBE) selection factor for this contract.
LIVING WAGE:	The services being provided are covered under the Living Wage Ordinance.
USER ACCESS PROGRAM:	The User Access Program provision is included and the two percent program discount will be collected.
LOCAL PREFERENCE:	Applied in accordance with applicable Ordinance, but did not affect the outcome.
PROJECT MANAGER:	Wansley Walters, Juvenile Services Department
ESTIMATED CONTRACT COMMENCEMENT DATE:	Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.
DELEGATED AUTHORITY:	If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.

BACKGROUND

The Wackenhut Corporation (Wackenhut) has provided juvenile care and custody services at the Juvenile Assessment Center (JAC) since 1996. A successor contract was solicited through a competitive Request for Proposals (RFP520) issued on May 2, 2006. The RFP required the care and custody service providers be trained and certified in accordance with the Florida Department of Juvenile Justice Protective Action Response (PAR) Policy pursuant to Florida Statute 985.135. The PAR policy governs the use of verbal and physical intervention techniques and mechanical restraints. The policy mandates the training and certification for all state-operated or contracted facilities and programs that serve juveniles in custody. Wackenhut was the only proposer that met this requirement. Award of the successor contract was deferred due to an of Wackenhut audit by the County's Audit Management Services regarding a Miami-Dade Transit contract. When the existing contract expired,

an emergency contract was awarded on August 1, 2006 for Wackenhut to continue to provide the services.

In May 2008, the audit findings were released. The findings indicate that Wackenhut overbilled the County for services not rendered valued at approximately $6.26 million. In response to the findings, the County Manager issued a memo dated May 7, 2008 detailing the County's contingency plan (copy attached). County staff determined that allowing a qualified firm the opportunity to complete the required training and certification following award, would amplify the field of potential vendors and enhance competition. A new RFP was issued on June 17, 2008 incorporating this new training and certification approach. On December 16, 2008 the Board rejected all proposals received in response to RFP520.

As a result of the evaluation process, the two highest ranked firms (Wackenhut and Allied Barton Security Services LLC) were recommended for negotiations. The County negotiated with both firms, including requesting best price offers on two occasions. Following consideration and careful review of the proposals, Allied Barton Security Services, LLC is recommended for award for the following reasons; capacity, integrity, price, and best value.

Assistant County Manager

Memorandum

MIAMI-DADE COUNTY

Date: May 7, 2008

To: Honorable Carlos Alvarez
Mayor

From: George M. Burgess
County Manager

Subject: Plan of Action for Current Contracts with The Wackenhut Corporation

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Today, we released the highly anticipated Miami-Dade Transit Security Officer Services Contract Audit Report which encompasses the three-year period ended September 30, 2005. It was probably one of the more complicated projects undertaken by the Audit and Management Services Department (AMS) in recent memory. Each finding led to more probing and investigating, and others will now be able to understand the reason for the length of time it took given the sheer volume of analysis, findings, and recommendations. The findings, as you know, are quite troubling and require immediate action. Nonetheless, I concur that The Wackenhut Corporation be allowed 90 days to more fully address the audit findings as recommended by AMS.

Currently, Miami-Dade County has three contracts with Wackenhut as follows:

- Juvenile Detention Services at the Juvenile Assessment Center (JAC) for the care and custody of juvenile detainees;
- Security Officer Services for Miami-Dade Transit at the Metrorail, Metromover, Metrobus and other ancillary facilities; and
- Security Guard Services for a Public Works' Special Taxing District.

At the time these contracts were executed, Wackenhut was uniquely qualified to perform the specialized services required at the JAC and to secure our large urban mass transit system. Due to the severity of the audit findings, I believe it is time for the County to develop a contingency plan for implementation should Wackenhut not satisfactorily refute the audit findings and remedy the situation appropriately. Staff has proposed the following alternatives:

- Entering into replacement contracts with other security service companies.
- Hiring qualified security officers to service the transit system.
- Using County correctional officers to staff the JAC.

The most feasible option is to contract with other qualified security service providers that meet our specifications by accessing contracts of other jurisdictions or through emergency solicitations. Barring any new information that would change the audit findings, and if Wackenhut does not compensate the County for all overpayments for services not rendered and implement the requisite safeguards to ensure such misbillings never occur in the future, I am prepared to take the following actions:

1. Terminate all current Wackenhut contracts pursuant to contract terms and immediately commence debarment proceedings.

2. Develop a transition plan to ensure there are minimal service interruptions.

3. Procure replacement security guard services by accessing contracts in other jurisdictions or through emergency solicitations.

I want to emphasize that these actions will only be taken if, after 90 days, the County is not satisfied with Wackenhut's response or compliance with all contractual obligations. Law enforcement officials were long ago advised of our concerns, and investigations are underway to determine if there has been criminal wrongdoing. In any event, the safety of our transit patrons and juvenile detainees will not be compromised.

I will provide regular updates on our progress.

c: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners
Denis Morales, Chief of Staff, Office of the Mayor
Robert A. Cuevas, Jr., County Attorney
Ysela Llort, Assistant County Manager
Jennifer Glazer-Moon, Special Assistant/Director, Office of Strategic Business Management
Harpal S. Kapoor, Director, Miami-Dade Transit
Miriam Singer, Director, Department of Procurement Management
Wansley Walters, Director, Juvenile Assessment Center
Cathy Jackson, Director, Audit and Management Services

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: June 2, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(A)
6-2-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH ALLIEDBARTON SECURITY SERVICES, LLC FOR AN AMOUNT UP TO $8,935,000 OVER A SEVEN YEAR PERIOD INCLUDING THE OPTIONS-TO-RENEW TO OBTAIN CARE & CUSTODY SERVICES FOR JUVENILE DETAINEES, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. RFP632

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the selection of AlliedBarton Security Services, LLC, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.

7

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of June, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

Care and Custody Services for Juvenile Detainees

Contract No. RFP 632

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between AlliedBarton Security Services LLC, a corporation organized and existing under the laws of the State of Delaware, having its local office at 6300 Blue Lagoon Drive, Suite 375, Miami, FL (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide care and custody services for juvenile detainees, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 632 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated June 26, 2008, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such care and custody services for juvenile detainees for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 632 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean AlliedBarton Security Services, LLC and its permitted successors and assigns.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of

precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A) and Price Schedule (Appendix B), 3) the Miami-Dade County's RFP No. 632 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on

11

policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date stated on the front page of this Agreement and shall be for the duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the options to renew this Contract for two (2) additional two (2) year periods. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County Juvenile Services Department
275 NW 2nd Street
Miami, Florida 33128
Attention: Director
Phone: (305) 755-6202
Fax: (305) 755-6146

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

AlliedBarton Security Services LLC
6300 Blue Lagoon Drive
Miami, Florida 33126

Attention: Richard Mullan
Phone: (305) 262-7123
Fax: (305) 262-8474
E-mail: richard.mullan@alliedbarton.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the amount for any Living Wage increase may be negotiated during any option or extension period, based on written justification from the Contractor and approval by the County. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s),

not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Juvenile Services Department
275 NW 2nd Street
Miami, Florida 33128
Attention: Director

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Commercial General Liability Insurance on a comprehensive basis, including Personal Injury Liability in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this

Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the

Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting

the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or

otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
   (Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
   (Section 2-8.1.5 of the County Code*)*

5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
   (Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
   (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
    (Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
    (Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
    (Section 2-8.8 of the County Code))

13. ***Environmentally Acceptable Packaging***
    (Resolution R-738-92)

14. ***W-9 and 8109 Forms***
    (as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
    In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
    - Identification of individual account records
    - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
    (Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
    The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
    By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. <u>INSPECTOR GENERAL REVIEWS</u>

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any

law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in

the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: _____	By: _____
Name: John D. Redden, Jr.	Name: _____
Title: Division President, Government Services	Title: _____
Date: 6 March 2009	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
BILLY KING Notary Public - State of Florida My Commission Expires Apr 18, 2011 Commission # DD 664378 Bonded Through National Notary Assn.	_____ Assistant County Attorney

Appendix A

Scope of Services

1. INTRODUCTION

The Contractor shall provide well-trained, experienced, alert, interested and concerned Juvenile Care and Custody Officers to provide care and custody and transportation services to juvenile detainees, security as need on the non-secure second floor, transportation as needed to a crisis facility for youths that have been Baker Acted, and any additional duties necessary to maintain a safe and secure facility.

The Services shall be provided all in accordance with the State of Florida, Department of Justice Requirements: Florida State Statutes Chapters 39 and 985.

2. CONTRACTOR LICENSE REQUIREMENT

The Contractor shall maintain active the following two licenses throughout the term of this Contract, including options to renew and any extension period allowed by the County.

A. The Contractor shall have a Class "B" Security Agency, or "BB" Security Agency Branch Office, or "AB" Combined Security and Private Investigative Agency Branch Office License issued by the State of Florida, Division of Licensing.

B. The Contractor shall have a Radio License, issued to the Contractor by Federal Communications Commission (FCC), or shall have an agreement with the service provider to use its service/channel that permits radio operations/coverage in Miami-Dade County.

3. PERSONNEL QUALIFICATIONS

The initial required training of the Contractor's Project Manager, Juvenile Care and Custody Supervisor, and Juvenile Care and Custody Officers will be provided by JSD. This training will consist of Facilities Protective Action Response (PAR) and Florida Department of Juvenile Justice (DJJ) transportation training and any other training required in accordance with Florida Statute chapters 39 and 985.

The Contractor shall reimburse the County for any expenses imposed by DJJ that are related to this initial training. If the County conducts the training, the County will not charge the Contractor for training, except for any DJJ expenses that apply. If DJJ conducts the training, the County will pay the DJJ costs for the training and Contractor will reimburse the County. CPR and First Aid training will be provided by the Contractor.

After the initial training, the training requirements outlined in 4. Requirements, Section M. i. General Training will be in effect.

The Contractor's Project Manager, Juvenile Care and Custody Supervisors and Juvenile Care and Custody Officers to be assigned to provide services under this Contract shall meet all of the qualifications.

A. Contractor's Project Manager (one total):

A Project Manager shall be employed by the Contractor. The Contractor's Project Manager shall meet the following qualifications:

i. Shall have Security Officer – Class "D" license.

ii. Shall have a valid Florida Driver's license to transport in-custody juveniles from the Juvenile Assessment Center. The license category may vary depending upon the vehicle provided by the Contractor.

iii. Shall have served as either a juvenile care and custody officer, or as a juvenile probation officer or probation officer; or have graduated from a certified federal, state, county, or local law enforcement or corrections training program, United Stated military police training program, or equivalent, with an appropriate certificate or diploma, with a minimum of at least two-years (full-time) experience as a supervisor or project manager working directly with arrested juveniles.

iv. Shall have certification for First Aid (to be renewed every 2 years) / Cardio Pulmonary Resuscitation (to be renewed annually).

v. Shall be at least 19 years of age.

vi. Shall have a high school diploma or G.E.D as minimum education certification.

vii. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

B. Juvenile Care and Custody Supervisors (one per shift):

The Juvenile Care and Custody Supervisors shall meet the qualifications established for the Contractor's Project Manager in Section 3. (A) (i)-(vii) and the following additional requirements:

i. Shall have at least two (2) years of experience as a civilian or military law enforcement officer or corrections officer or juvenile care and custody officer, or as a juvenile probation officer.

ii. Shall have been trained in compliance with Florida Statutes under the Florida Department of Juvenile Justice requirement for transporting arrested juveniles, approximately eight (8) hours of training.

iii. Shall have the certification by the American Red Cross for Cardio Pulmonary Resuscitation (CPR) and emergency defibrillators.

iv. Shall have completed the Facilities Protective Action Response (PAR) training and passed the test conducted by Florida Department of Juvenile Justice.

C. Juvenile Care and Custody Officers (4-5 per shift, depending upon shift, a minimum of 19 Officers for staffing purposes):

Juvenile Care and Custody Officers shall be employed to provide these Services. Two female officers and two male officers shall always be present at the Juvenile Assessment Center for each shift. Any changes in schedule or the number of Officers shall be determined by the JSD Director or Deputy Director or designee. These Officers shall meet the same qualifications established for the Contractor's Project Manager in Section 3. (A) (i) – (vii) and the following additional requirements:

(i) Shall have a minimum of one (1) year of experience (full-time) in law enforcement, or military or as a corrections officer juvenile care and custody officer, or as a juvenile probation officer.

(ii) Shall have the certification by the American Red Cross for Cardio Pulmonary Resuscitation (CPR) and emergency defibrillators.

(iii) Shall have completed the Facilities Protective Action Response (PAR) training and passed the test conducted by Florida Department of Juvenile Justice.

The County reserves the right to approve or disapprove any personnel (Contractor's Project Manager/Juvenile Care and Custody Supervisors/Juvenile Care and Custody Officers) employed by the Contractor. Any change of personnel assignments shall be approved by the County. The County reserves the right to conduct interviews of personnel employed by the Contractor.

4. REQUIREMENTS AND SERVICES TO BE PROVIDED

(A) PERSONNEL REQUIREMENTS

i. JUVENILE CARE AND CUSTODY OFFICERS

Juvenile Care and Custody Officers shall possess good human relation skills. They shall successfully pass a rigid background investigation, medical examination to include drug screening and receive training from the Contractor.

Juvenile Care and Custody Officers shall provide services in accordance with the State of Florida, Department of Juvenile Justice Requirements: Florida Statute 39.

Juvenile Care and Custody Officers may not provide services to the County if they had been involved in:

- Any felony or sex conviction.
- Military conduct resulting in dishonorable or undesirable discharge.
- Any pattern of irresponsible behavior, including but not limited to unreasonable driving or problem with an employment record.
- Any outside or additional employment activities which may be construed a conflict of interest by the County. All Juvenile Care and Custody Officers shall disclose to the Contractor and to the County of all outside or additional employment activities. The Contractor and the County will verify that no potential conflict of interest exists. This disclosure and verification shall occur twice annually and at any other time a Juvenile Care and Custody Officer engages in outside or additional employment activities

All Juvenile Care and Custody Officers shall successfully complete a medical examination, to be conducted at the Contractor's expense prior to duty assignment and when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

All Officers shall always keep active and possess, while on duty, all personnel, professional and technical licenses or certificates.

An Affidavit of Good Moral Character for each Juvenile Care and Custody Officer shall be provided to JSD annually.

All Officers shall pass a Department of Juvenile Justice background check at the initial employment and as requested by the County to continue providing service. The County will conduct the background check process and the Contractor shall reimburse the County for the DJJ imposed fees.

All Officers shall be able to read, write, speak and understand English.

ii. JUVENILE CARE AND CUSTODY SUPERVISOR

Juvenile Care and Custody Supervisors shall meet all the requirements as specified above for Juvenile Care and Custody Officers.

iii. CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager shall meet all the requirements as specified above for Juvenile Care and Custody Officers.

(B) LOCAL OFFICE

The Contractor shall have a fully staffed local office in South Florida with the required Miami-Dade County Business Entity Tax Receipt under the Contractor's name. The office shall be established before the issuance of Notice-to-Proceed by the County. The County reserves the right to visit the office at any time during the term of the Contract.

(C) CHANGES IN ASSIGNMENTS

The JSD Director or Deputy Director or designee may at any time, by written instruction, or by verbal instruction followed by written confirmation, make changes to existing services, including but not limited to scheduling changes, increase or decrease in the hours or type of services, and modifications in special equipment requirements.

(D) SHIFT RELIEF

Juvenile Care and Custody Officers shall not leave assigned posts at the end of a shift or transport juveniles, unless specific levels of staffing are present that provide for transportation or until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless a specifically authorized by the JSD Director or Deputy Director or designee. The County shall not be responsible for overtime unless requested and authorized by the JSD Director or Deputy Director or designee.

(E) EMERGENCIES

Personnel providing the Care and Custody Services may be diverted by the JSD Director or Deputy Director or designee from their normal assignment duties to meet emergency situations or special duty assignments. When the personnel diverted are no longer needed for the special work assignment they shall return to their normal assignments. No additional cost shall be charged to the County for the diversion, and the Contractor will not be penalized for the normal daily work not completed during an emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the post orders.

(F) POLYGRAPH EXAMINATION

The County reserves the right to require any of the Contractor's employees to submit a polygraph test report as deemed necessary by the JSD Director or Deputy Director or designee. The Contractor shall pay for the cost of the examination. If an employee refuses to submit the test results, the employee shall be removed from providing service to the County. All employees involved in any investigation shall be given the polygraph test as soon as possible but no later than five (5) working days from the date of request. The County will designate the polygraph examiner.

(G) JUVENILE CARE AND CUSTODY OFFICER ROTATION

The County reserves the right, at the discretion of the JSD Director or Deputy Director or designee, to require the transfer of a Juvenile Care and Custody Officer, as well as to require rotation of officers at a time interval specified by the County.

(H) DISMISSALS

The County reserves the right to direct the Contractor to remove an employee from a duty assignment under this Contract, and/or debar the employee from further service under this Contract at the discretion of the Contract Administrator.

i. The following are some of the reasons for employee dismissals and/or immediate removal from the facility:

a. Improper Conduct
b. Willful Violation of Laws or Rules
c. Violation of Laws or Rules
d. Abuse of Position
e. Failure to Perform or to Follow Instructions
f. Insubordination
g. Falsification of Records
h. Unauthorized Use of Department Identification
i. Negligence
j. Failure to Properly Identify Oneself
k. Divulging Confidential Information or Unauthorized Release or Destruction of Records
l. Failure to Report Promptly the Revocation or Suspension of One's Driver's License to One's Supervisor
m. Failure to Respond or Provide Truthful Information During the Course of an Internal Investigation
n. Sexual Harassment
o. Harassment Based on Race, Color, National Origin, Religion, Disability, Age or Marital Status
p. Discrimination Based on Race, Color, National Origin, Religion, Disability, Age or Marital Status
q. Failure to Maintain a Professional Relationship with Juveniles who are in the Care or Custody of the Department, with Members of their Families, or with Visitors
r. Violence, Fighting, or Horseplay
s. Threatening or Abusive Language or Actions
t. Use of unnecessary or Excessive Physical Force on a Juvenile
u. Willful Treatment of a Juvenile in a Cruel or Inhumane Manner
v. Failure to Report to Immediate Supervisor the Knowledge of any Criminal Charge Having Been Filed Against Employee or the Knowledge of any Law or Ordinance
w. Failure to Make Required Reports
x. Convictions, or Agreements Relating to Certain Crimes
y. Rudeness or Display of Uncooperative or Antagonistic Behavior to the Public
z. Use of Offensive Language or Gesture While Engaged in Performance of Official Duties
aa. Destruction or Abuse of Department Property or Equipment

bb. Disruptive Conduct
cc. Loafing
dd. Sleeping or Inattentiveness on Duty
ee. Leaving Work Area or Duty Assignment without Authorization
ff. Violation of Safety Practices
gg. Retaliation Against any Individual for Having Exercised any Lawful Right
hh. Failure or Inability to Perform Assigned Duties
ii. Substance abuse
jj. Others

ii. Consecutive non-performances could be reason for termination of the Contract.

(I) PROGRESS MEETING

The County will hold monthly meeting for the first three (3) months of a Contract. After first three months, the meetings will be held at the discretion of the JSD Director or Deputy Director or designee for the purpose of discussing any and all issues relevant to the performance and/or administration of the Contract. The JSD Director or Deputy Director or designee reserves the right to call for additional meetings at any time during the Contract period by notifying the Contractor one week in advance. In emergency cases, advance notice is not required.

The Contractor and the Contractor's Project Manager shall be present at all meetings scheduled by the JSD Director or Deputy Director or designee.

(J) PERSONNEL TASKS

i. Contractor's Project Manager

The Contractor shall provide a Contractor's Project Manager to provide services to the County, not to exceed twenty hours per week, unless specifically authorized by the JSD Director or Deputy Director or designee. This individual shall supervise all Contract operations, and coordinate reports, Juvenile Care and Custody Officer assignments and timesheets with the County. The Contractor's Project Manager may perform other duties for the Contractor, but shall be available at all times, upon 24 hour notice, to meet with or respond to County issues unless exigent circumstances require a response with less than twenty-four hour notice. Should the performance of other duties of the Contractor's Project Manager detrimentally impact service to the County, the Contractor may be required by the County to reduce or eliminate said additional duties of the Contractor's Project Manager.

The Contractor shall provide a local telephone number(s) where the Contractor's Project Manager (or identified alternate) may be reached twenty-four (24) hours per day, on a year round basis. An answering service (or machine) is not acceptable. The Contractor's Project Manager shall be on-site for all of the 20

billable hours per calendar week and shall not be included in the count to obtain minimum staffing levels. The schedule for the Contractor's Project Manager shall be approved by the JSD Director or Deputy Director or designee. The County reserves the right to eliminate the Contractor's Project Manager's position at any time during the term of the Contract, including any extensions or renewals thereof, or change the number of hours required for service for the Contractor's Project Manager, in the best interest of the County. All adjustments to the Contractor's Project Manager's shift shall be approved by the JSD Director or Deputy Director or designee in advance with a minimum of two weeks notice of any adjustment.

The Contractor's Project Manager shall have full authority to act on behalf of the Contractor on all matters relating to the daily operation of the services provided to the County.

Tasks to be performed by the Contractor's Project Manager include; but are not limited to those listed below:

a) Maintain an adequate Quality Control Program

b) Supervision and management of contractor staff

c) Respond to the County discrepancy reports on a weekly basis or when a discrepancy exists

d) Establish, with the advice and consent of the JSD Director or Deputy Director or designee, policy and procedures for all staff employed by the Contractor at the Juvenile Assessment Center

e) Ensure that all personnel are properly trained prior to being assigned to post

f) Be knowledgeable with and document that all staff receive a minimum of 2-hours monthly in-house training on issues to be identified by the JSD Director or Deputy Director or designee, e.g., Officer Safety, Client Searches, Facility Safety, Workplace Violence, Sexual Harassment, etc.

g) Facilitate fire evacuation exercises and drills with all staff members on a monthly basis

h) Meet with JSD Director or Deputy Director or designee on a weekly basis or as required

i) Act on behalf of the Contractor on all matters relating to the daily operation of the services provided to the County

j) Conduct site review and participate in unannounced inspections of all three shifts a minimum of once every three calendar months. The inspections shall be done with

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the confidential cooperation and concurrence of the JSD Director or Deputy Director or designee.

k) Ensure that the entire personnel are cross-trained for backups and replacement

l) Be knowledgeable and adhere to contractual standards and procedure regarding safety

m) Ensure that two female officers and two male officers shall always be present at the Juvenile Assessment Center for each shift. Any changes in schedule or the number of officers shall be determined by the JSD Director or Deputy Director or designee. One male officer and a female officer shall be present at the JAC and the other male officer and female officer shall be available to transport detainees. The JSD Director or Deputy Director or designee reserves the right to assign either transportation or JAC duties to any of the Officers on duty.

n) Be trained and licensed to operate vehicles to transport arrested juveniles in compliance with Federal, State and local laws.

o) Oversee the utilization of mugshot and Automated Fingerprint Information System (AFIS) by the Contractor's personnel.

p) Assist the JSD Director or Deputy Director or designee, JSD Management, and the County with any investigation, when requested, that involves the care or custody of any client of the JAC or any discrepancy of services provided to the County according to the Contract.

q) Additional duties as required.

ii. <u>Juvenile Care and Custody Supervisor</u>

The selected Provider shall provide active, on duty supervision for every shift covered by the contract on a 24 hour per day, year round basis. There are three shifts per day as follows:

Shift A	7 a.m. – 3 p.m.
Shift B	3 p.m. – 11 p.m.
Shift C	11 p.m. – 7 a.m.

These supervisors shall be uniformed, and equipped with the two way communication equipment. The supervisors shall have the duties of inspection and training of personnel assigned to provide services to the County. The supervisor may assist Juvenile Care and Custody Officers, as needed. The supervisors will make inspection on all shifts, answer questions, resolve problems, respond to emergencies and otherwise complete tasks as identified in herein (Appendix A).

The level of supervision provided by the Contractor shall be sufficient to visit each assigned duty post a minimum of four times per eight -hour shift. The maximum span of control permissible, by the County, to ensure quality supervision on such an inspection schedule is 1:10. Hence, the Contractor shall be required to provide no more than ten (10) posts per supervisor, per shift; unless expressly waived by the JSD Director or Deputy Director or designee for special circumstances (e.g. multiple posts within concentrated geographic area). Tasks to be performed by the Juvenile Care and Custody Supervisors under the Contract, include; but are not limited to those listed below:

a. Respond to on-site emergencies or to requests from the County, within thirty (30) minutes of occurrence/request.

b. Make on-site inspections, answers questions, and advise staff on a twenty-four (24) hour per day basis.

c. Provide technical and administrative advice on each shift.

d. Assure proper assignment coverage. If an assigned post cannot be covered, the Contractor shall immediately notify the JSD Director or Deputy Director or designee.

e. Provide training to each Juvenile Care and Custody Officer until assignment is fully understood, and prior to placing that individual on the assignment.

f. Provide directions, follow-up training, and instructions to posted Juvenile Care and Custody Officers by making rounds and observing Juvenile Care and Custody Officers in the performance of their duty for each shift.

g. Call attention of subordinates to any deviations from acceptable practices and procedures, instruct Juvenile Care and Custody Officers in proper methods and explain conditions under which deviation are permissible. All deviations shall be referred to the Contractor's Project Manager. In addition, said deviations and corrective action taken is to be recorded in post logbook.

h. Respond to requests of subordinates for assistance.

i. Exercise leadership ability.

j. Maintain good personal and uniform appearance.

k. Update and explain post procedures.

l. Have working knowledge of radio procedures, codes and is able to train Juvenile Care and Custody Officers in the same.

m. Conduct investigations and assists the JSD Director or Deputy Director or designee or other JSD Staff personnel when requested by JSD Administration.

n. Complete all necessary reports as specified in Section 7. herein. The original report shall be forwarded to the County.

o. Review, correct and approve subordinates reports.

p. Have knowledge of local jurisdictions and know who to call when incidents occur.

q. Have a working knowledge of each assignment covered by the Contractor and train all newly assigned officers on the new assignments.

r. Maintain facility log books.

s. Ensure that personnel do not disturb papers on desks, open desk drawers or cabinets or use County telephones, except as authorized.

t. Is properly equipped, improper uniform and be otherwise able and qualified to provide temporary coverage of vacant posts for absent Juvenile Care and Custody Officers or as required by County staff.

u. Ensure that Juvenile Care and Custody Officers have materials, uniforms, and equipment sufficient to perform required duties and which meet standards for completeness, condition, and appearance.

v. Be knowledgeable and adhere to contractual standards and procedures.

w. Be trained and licensed to operate vehicles to transport arrested juveniles in compliance with Federal, State and local laws.

x. Cooperate with staff and JSD Management and investigate questionable acts or behavior observed or reported on facility premises and questions witnesses and suspects to ascertain or verify facts.

y. Acknowledge and understand that the JAC Shift Commander or JSD Director or Deputy Director or designee may direct the Care and Custody Supervisor to place and/or rotate individual Care and Custody Officers to a variety of posts within any assigned shift. The JAC Shift Commander or the JSD Director or Deputy Director or designee may direct Care and Custody Officers to

transport any client from site, on a 24 hour per day, year round basis, regardless of the number of Care and Custody Officers that may be present or remain at the facility.

z. Take directions and orders when necessary from the JAC shift Commander or designee in the absence of the Contractor's Project Manager.

aa. Additional duties as required.

iii. Juvenile Care and Custody Officer Tasks

The Contractor shall provide four (4) active, on duty Juvenile Care and Custody Officers for A- Shift and C Shift and five (5) active, on duty Juvenile Care and Custody Officers for B Shift with one of the five officers working from 7pm to 3am. The shifts, which are further defined above in Juvenile Care and Custody Supervisor, Section ii, shall be covered by the Contractor on a 24 hour per day, year round basis. Two female officers and two male officers shall always be present at the Juvenile Assessment Center for each shift. Due to operational necessity the above staffing requirement maybe changed by the JSD Director or Deputy Director or designee at any time during the Contract by notifying the vendor of the necessary change verbally with a written follow up.

Specific Juvenile Care and Custody Officers assignments are not guaranteed to be assigned and may be rotated on a daily or hourly basis as necessary, when determined by the supervisor with the concurrence of the JSD Director or Deputy Director or designee, or the assigned JAC Shift Commander. The JAC Shift Commander or the JSD Director or Deputy Director or designee may direct the Care and Custody Officers to transport any client from site, on a 24 hour per day, year round basis.

Tasks to be performed by Juvenile Care and Custody Officers under this Contract include; but are not limited to those listed below:

a. Juvenile Care and Custody Officers shall in all instances be equipped with radios, flashlights, and latex gloves.

b. Report to work on time and remain on assigned duties until relieved as required.

c. Maintain good personal and uniform appearance; is courteous to the juvenile detainees, public, County, State and other municipal personnel at all times.

d. Covers an assignment at a fixed post or patrol an area or facility for the purpose of maintaining care, custody, and control of detainees; and detecting and preventing

individuals or groups from committing acts which are injurious to others or to property.

e. Intervene to terminate injurious acts and discipline or sanction individuals where circumstances and conditions warrant.

f. Communicate effectively with the juvenile detainees, public, County, State and other municipal personnel; directs visitors to personnel and services within the facility.

g. Personnel shall be cross trained and assume the duties of staffing and operating the central security control center; staffing the public entrance check in point; provide internal security and juvenile behavior management; provide a thorough search of arrestee (only male staff will search male juveniles and only female staff will search female juveniles); and coordinate the performance of a Contract with County staff in accordance with written policies and procedures. These procedures specifically include fingerprinting and photographing of JAC clients using mugshot and AFIS; removal, inventory, photographing and security of JAC clients personal property; and facilitating the ingress and egress from the facility of JAC clients, visitors, and law enforcement personnel.

h. Conduct inventory checks and verify the security of detainee property and other areas where equipment or materials of value are stored on a daily basis. The Contractor shall be responsible for the security of detainee's property.

i. Lock and unlock gates and doors at designated times.

j. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas.

k. Respond or report on ill or injured juveniles, visitors, or employee, renders first aid, and notify supervisor if further assistance is considered necessary or desirable.

l. Assist ill, injured, or disabled clients in personal hygiene, when necessary.

m. Perform minor operations and/or records data in connection with the operation of facility utility systems when required by written instructions from the JSD Director or Deputy Director or designee.

n. Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to appropriate maintenance personnel.

o. Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment.

p. Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations, evaluate situations encountered, and tasks action as prescribed in Post Orders and/or facility self-protection plans.

q. Cooperate JSD Management and investigate questionable acts or behavior observed or reported on facility premises and questions witnesses and suspects to ascertain or verify facts.

r. Operate a motor vehicle owned by the Contractor to transport detainees when needed. Be trained and licensed to operate vehicles to transport arrested juveniles in compliance with Federal, State and local laws. Transport juveniles in a vehicle owned by the Contractor when assigned.

s. Maintain order and uses good judgment and discretion in handling unruly juvenile detainees.

t. Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports.

u. Provide escort services and assists in other Care and Custody Services as required, to include providing for security of JSD clients at any medical or treatment facility.

v. Maintain law and order within areas of assignment.

w. Operate all entrance control posts. Perform package inspections, when directed by the JSD Director or Deputy Director or designee, through Post Orders, checks identification cards and records names of ALL PERSONNEL wishing to enter the Juvenile Assessment Center facility.

x. Safeguard and protect all existing structures, equipment, utilities, services, etc. against damage or interrupted service. Contractor shall be responsible for any damage to the property occurring by reason of his negligence, on the property.

y. Additional duties as required.

(K) REQUIRED DOCUMENTATION

All personnel, Juvenile Care and Custody Officers and Supervisors(s), performing under this Contract shall possess and keep current all appropriate cards, certificates, and licenses.

(L) PHYSICAL DEMANDS

The work requires frequent and prolonged walking, standing, running, sitting and stopping. Occasionally, Care and Custody Services personnel may be required to subdue violent or potentially violent people. Physical stamina in all of its forms (mental, climate related, etc.) is a basic physical requirement of this position. Any individual, who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under this Contract.

(M) TRAINING

i. General

After the initial training as specified in Section 2.3 herein, the requirements below will be in effect.

The Contractor shall provide training to all personnel in order that the County may be assured said personnel are capable of assuming the responsibilities for their assignments in accordance with FLA. Statute (F.S.) 985.209 for Juvenile Assessment Centers and all other requirements by County and State in serving arrested juveniles. The Contractor shall provide this training at no additional cost to the County. All personnel shall successfully complete and pass the course prior to assumption of duty under this Contract. This training course, to be developed by the Contractor and approved by the JSD Director or Deputy Director or designee, shall include certain minimum requirements for subject matter and hours of instruction.

ii. Evaluation of Training

The JSD Director or Deputy Director or designee or designee will evaluate the quality and completeness of training provided to all personnel. Evaluations will include, but not be limited to, reviews of techniques and methods of instruction, quality of instructors, motivation, adequacy of classroom and supportive adjunct training materials test content, and individual guard's retentiveness.

iii. Training Manager:

The Training Manager shall have the following certifications:

a) Instructor's certification given by the Florida Department of Juvenile Justice and Florida Department of Law Enforcement
b) Certification by the American Red Cross for Cardio Pulmonary Resuscitation (CPR) and emergency defibrillators.
c) Certification by the Florida Department of Juvenile Justice as an instructor for secured juvenile facilities, including Protective Action Response (PAR).

d) Certificate of completion of 120 hours of training approved by Department of Juvenile Justice.

All formal training shall be administered (i.e. taught, presented) by certified trainers.

iv. Course of Instruction

A copy of the proposed course of instruction shall be provided for review and approval by the JSD Director or Deputy Director or designee within five (5) working days after the award of this Contract. Representatives of the JSD may visit training classes without notice, to monitor the course.

v. Certification of Training

All training, with the exception of follow-up orientation and subsequent training of replacement Juvenile Care and Custody Officers, shall be completed prior to the start of Services under this Contract. A written certification of each employee's training, including Supervisors, shall be submitted to the JSD Director or Deputy Director or designee prior to an employee's entrance to duty, except as specifically waived by the JSD Director or Deputy Director or designee.

vi. Training for Care and Custody Services Personnel

a. **Basic Juvenile Care and Custody Officer Training**

Each Juvenile Care and Custody Officer shall receive a minimum of eighty (80) hours total of classroom instruction during their first year of providing Services which forty (40) hours shall be completed prior to the assignment, excluding firearms qualification, in the subject areas listed. The Contractor may exercise some discretion over the format or course outline for instruction. The JSD Director or Deputy Director or designee shall approve the format and course outline prepared by the Contractor. As part of the proposed course of instruction to be submitted to the JSD Director or Deputy Director or designee for review, the Contractor shall identify the total hours of training to be provided, as well as an approximate distribution of time among topical areas. This also includes replacement officers.

All Care and Custody Services personnel shall meet all annual re-certifications as required to maintain the minimum standards of qualification for the position.

1. Administrative
   - Criminal/Juvenile Justice System
   - Juvenile rules and regulations

- Juvenile rights and responsibilities
  - Association with juvenile/criminal elements
- Orientation to Miami-Dade County
  - History and role as public service provider
  - Contract personnel as representatives of County
  - Introduction to the facility
  - JSD Procedures
  - Role of JSD Director or Deputy Director or designee
  - Miami-Dade County Policy and Procedures
  - Red Flags

- Proper use and care of uniforms and equipment
  - Contract requirements, including inclement weather
  - Company policy regarding cost of uniforms
  - Standards of uniform appearance
  - Responsibility for condition of equipment
  - Proper use of equipment

2. Social Theories/Behavior Management

- Counseling techniques/report writing
  - Interpersonal relations
  - Supervision of juveniles
  - Communication skills
- Signs of suicide risk
  - Suicide precautions

3. Security and Control

- Incident Reports/report writing
- Use of force, restraints
- Tool control
  - Key Control
- Visual inmate checks
- Facility Inspections
- Search/Frisk procedures
  - Preservation of a crime scene/reporting crimes
  - Facility ingress/egress
  - Waiting room procedures
- Intake/Control/Locker procedures/Property mgmt.
- Search/Frisk procedures

4. Safety and Emergency Procedures

- Escape prevention and response
- Emergency procedures/fire evacuation/disorder
- Sting/mass arrest procedures
- Safety inspections/bomb threat/evacuation plan

- Storm preparation
- CPR – First Aid

b. **Testing Requirements**

As part of this training, the Contractor shall administer to each employee a two-part written test designed to confirm, and evaluate the employee's level of understanding.

1. Retention of Information

This part of the test is to be of a non-essay nature and include a minimum of one-hundred (100) questions designed to evaluate understanding of all areas of the course of instruction. To be eligible for duty to provide services to the County, a Juvenile Care and Custody Officer shall achieve a score of seventy-five percent (75%) correct answer or higher.

2. Report Writing

This portion of the test shall be designed to assess the individual's ability to succinctly summarize pertinent information related to an incident and to prepare the proper reports meeting the requirements for legibility and English fluency. While the Contractor may exercise some discretion in the format of the test but ultimately the JSD Director or Deputy Director or designee shall approve the test. The test shall at a minimum require employs to select the appropriate report(s), select pertinent facts from a written narrative, oral presentation, or film depicting an event, and to complete the report in an adequate manner.

c. **Site Orientation Training**

The Contractor shall provide eight (8) hours of on-site training for Juvenile Care and Custody Officers in order to familiarize each Juvenile Care and Custody Officer with each post. Additional hours, approved by the County, may be required at specific posts, and shall be detailed in the appropriate Post Orders. The County will reimburse the Contractor at an hourly rate equal to the current Living Wage for Site Orientation training. Said training shall be conducted by a Juvenile Care and Custody Supervisor who is fully qualified at that post. The trainee is not to be in an active duty status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each different job site

to which the officer is assigned. The measure of success for the training shall not be the time invested (e.g. eight (8) hours) but rather the effectiveness with which the trained employee is able to perform post duties. The County shall be the sole assessor of that effectiveness. The Site Orientation Training shall consist of the following:

1. General and specific orders for the facility
2. Policy and specific procedures for responding to emergency alarms, bomb threats, incendiary devices in the facility.
3. Procedures for access control and operation of the security system within the facility.
4. Procedures for operation of the fire alarms, fire control system, and fire-fighting equipment.

vii. Training for Juvenile Care and Custody Supervisors

Care and Custody Services Supervisors shall have met or will meet all Basic Instructional Training requirements prior to providing service to the County.

It is likewise expected that Juvenile Care and Custody Officers will be provided sufficient on-site post instruction to be able to provide Site Orientation Training (SOT) to Juvenile Care and Custody Officer Personnel assigned to posts within the supervisor's span of control or shift of duty.

In addition to the above base requirements for training, the Contractor shall provide to all Juvenile Care and Custody Supervisors a minimum of eight (8) hours total of classroom instruction each calendar year in the development of management and supervisory skills, as outlined below.

a. Supervisory responsibilities
b. Training skill development
c. Leadership development
d. Authority and control
e. Effective communication
f. Handling complaints and grievances
g. Management skills for supervisory personnel
h. Time management
i. Motivation
j. Ethics
k. Employee Relations

To document successful completion of this training, the Contractor shall issue to the employee a Certificate of Competency signed by both parties, and maintain a copy of same in the employee's personnel file. Should it be deemed necessary at any time during the performance of this Contract, the JSD Director or Deputy Director or designee may require a supervisor to repeat any and all portions of training.

(N) EMPLOYEE PERSONNEL FILE

The Contractor shall maintain on site, throughout the term of this Contract a complete and duplicate file on each employee or sub-contracted employee assigned to provide services to the County. The said file shall contain copies of but not limited to the following documents: Polygraph Reports, training records and test results, certification, proof of education, and employment application and initial background investigation.

This file shall be secured on site by the Contractor's Project Manager and submitted to the JSD Director or Deputy Director or designee upon request, within 24 hours of receiving said request.

The Contractor shall submit to the JSD Director or Deputy Director or designee, upon request, additional employee personnel records, counseling and discipline awarded to the employee, together with information on the employees medical examinations, when requested, together with all documents within one week of receipt of request by the Contractor.

(O) COUNTY-FURNISHED ITEMS

The County will furnish without cost to the Contractor, to be used only in connection with providing services to the County, the following materials and equipment.

i. Facility Post Orders

Post orders are to be prepared, with reasonable and periodic update, for each individual post by the Contractor's Project Manager with the advice and consent of the JSD Director or Deputy Director or designee. The Contractor's Project Manager shall distribute a single copy of the subject post orders to the JSD Director or Deputy Director or designee or JSD Director or Deputy Director or designee and ensure appropriate distribution of the orders to all personnel. The Contractor shall not make any alteration to the post orders except as specifically approved by the JSD Director or Deputy Director or designee.

ii. Forms

Required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County.

iii. Replacement

The Contractor shall be responsible for all equipment issued by the County to Contractor solely for performance of the work contained herein. The Contractor shall reimburse County, at current market rates, for all equipment that is lost, damaged, stolen, or otherwise unavailable. Upon termination of this

Contract all equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

(P) ITEMS FURNISHED BY THE CONTRACTOR

i. Working Materials

The Contractor shall provide all working materials necessary to provide services to the County including, but not limited to, items such as bound logs, notebooks, pens and pencils. These materials shall be supplied by the Contractor at no expense to the County, unless otherwise specified by the JSD Director or Deputy Director or designee.

ii. Uniforms for Juvenile Care and Custody Officers and Supervisors

The Contractor shall ensure that at all times the Juvenile Care and Custody Officers and Supervisors be fully equipped and wearing complete uniforms approved by the County including uniform jackets with required patches and guard name tags.

Juvenile Care and Custody Officers and Supervisors shall wear uniforms whose color and style shall be approved, in advance, by the JSD Director or Deputy Director or designee. All personnel may be required to wear the same color and style of uniform, distinguished only by the Contractor's identification patches (see below). Uniforms do not have to be new, but shall be in good condition and meet the standards. Said uniforms shall consist of the following items unless otherwise approved by the County:

a. Trousers, all-season weight, military style.
b. Blazers
c. Shirt/blouse, short or long sleeves – military style.
d. Belt-solid black
e. Neck tie-solid black (clip-on tie for men; cross over tie for women)
f. Tie bar
g. Socks-solid black
h. Shoes-solid black
i. Shoulder patches lettered to indicate the name of the Contractor shall be worn on both shoulders of the uniform and shirt. No other identification of the Contractor or personnel shall be worn or displayed on the uniform except for an optional hat.
j. "Uniform or Stetson Hat" – with badge that identifies the Contractor. Regulation uniform hats may be required at certain sites and shall be provided by the Contractor.
k. Name tags to be worn over the right breast shirt pocket.
l. Foul weather clothing, including raincoats, boots, and/or security JSDket, shall be worn by those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Juvenile Care

and Custody Officer, and marked with Contractor identification, logo or name, or an insignia.

m. All personnel shall wear clean, pressed uniforms at all times while on duty at the County.

n. Field type uniforms may be worn at certain places with prior approval of the JSD Director or Deputy Director or designee.

b. Black Gun Belt (without the gun)

c. Snap belt (under gun belt)

d. Winter Coat

e. One pair of handcuffs with case.

f. Four belt keepers.

iii. Equipment for Juvenile Care and Custody Officers

Juvenile Care and Custody Officers shall be equipped at all times while on duty with the following items:

1. Unarmed Juvenile Care and Custody Officers

a. Belt, without shoulder strap

b. Flashlight; heavy-duty (2 or more D-cells)

c. Two-way radio, licensed for use by the Federal Communications Commission (FCC), and meeting all requirements as specified in this ITB.

d. Latex gloves

(Q) AUTHORIZED USE OF EQUIPMENT AND UNIFORM

The uniform and equipment shall be used only when personnel are providing services to the County or while in transit between their place of residency and assigned duty location. Furthermore, at all times, the Juvenile Care and Custody Officers and Supervisors shall wear a complete uniform, and shall be fully equipped. Also, personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not specifically approved by the JSD Director or Deputy Director or designee any Contract issued as a result of this RFP.

(R) MAINTENANCE OF UNIFORMS AND EQUIPMENT

The Contractor shall assure that all personnel shall maintain a neat appearance in accordance with standards set by the County. The Contractor's personnel shall maintain and replace uniforms, as necessary. Likewise, all equipment used by the Contractor, provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may in any manner constitute a hazard to any persons on County property.

Enforcement

The JSD Director or Deputy Director or designee shall ensure that the Contractor adheres to Contractual requirements with regard to uniforms and equipment issues.

(S) COMMUNICATION SYSTEM

i. Hand held radios

Two-way hand-held radios licensed for use by the Federal Communications Commission, shall be provided by the Contractor to on-duty Juvenile Care and Custody Officers and Supervisors at no additional cost to the County. In addition, the Contractor shall provide, upon request, similar radios, with portable chargers, to JSD management personnel. The number of radios will not to exceed two (2) in number, and will be returned to the Contractor upon expiration of this Contract.

ii. System Quality

Radio communications system shall be strong and clear at all times (five by five), both transmitting and receiving. The Contractor shall provide and maintain the required system quality as follows:

a. The Contractor shall provide a network of transceivers and repeaters of sufficient strength and capacity to service the facility.

b. The Contractor shall ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion; hence, the Contractor should select a channel, i.e. frequency that is not overloaded with non-Contract users.

c. The Contractor shall implement a program of maintenance and repair for all equipment to be used in providing services to the County. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standard specified above.

d. The Contractor shall ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the Contractor to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County will provide safe storage and electric power (for charging), but this cannot be guaranteed. JSD Director or Deputy Director or designee may identify to the Contractor, upon request, those posts where power is not available.

iii. County Evaluation of Radio Communication System

The County may cancel this Contract should there be deterioration in performance of the Contractor radio communications system and the Contractor is unable or unwilling to make necessary improvements during the term of this Contract. The County shall be the sole judge of the adequacy of radio communication.

(T) RESTRAINING DEVICES

The Contractor shall observe the following safeguards regarding the use of restraining devices, handcuffs, leg shackles, and batons at any and all County work sites. This includes, but is not limited to, the distribution of the following safeguards to all personnel on post and the inclusion of these safeguards in all initial and refresher training courses:

i. Security weapons shall not be allowed in the JSD Premises.
ii. Restraining devices shall be utilized with approved training techniques.
Use of restraining chair is prohibited.

(U) QUALITY CONTROL PLAN

The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements specified by the County are met. This plan shall be submitted to the JSD Director or Deputy Director or designee for review and approval within fifteen (15) days of award of this Contract. Changes to this plan during the term of this Contract shall be approved by the JSD Director or Deputy Director or designee as they are made. The plan shall include, but not be limited to the following:

i. <u>Inspection System</u>

An inspection system shall cover all Contractual requirements and services as identified in Section 2.0., and related Contractual documents (e.g. post orders, Quality Control Plan). This system shall identify the activities to be inspected on a scheduled and/or an unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of personnel who will perform the inspections. The Security Control Room and any office space/areas, on the County property, utilized by the Contractor for the purpose of providing service to the County are subject to unannounced inspections by the County at any time.

ii. <u>Corrective Action Procedures</u>

Corrective Action Procedures to be used by the Contractor, to respond to, and correct deficiencies in services, which have been identified by either the Contractor or the

County. This shall be provided as standard operating procedures for the facility.

(V) EXAMINATION OF RECORDS

The Contractor shall maintain books, records, documents, and other evidence pertaining to the costs and expenses (hereinafter collectively called the "records"), to the extent and in such detail as will properly reflect all net costs, labor costs, equipment costs, or any other costs of whatever nature for which reimbursement may be claimed under the provision of this Contract. These records shall be available for examination by County.

(W) SENSITIVE INFORMATION

The Contractor shall not publish or disclose (except to the County and except matters of public records) any information or data obtained hereunder from private individuals, organizations, or public, agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of the JSD Director or Deputy Director or designee.

5. REPORTING REQUIREMENTS & PROCEDURES

The Contractor shall comply with the following reporting requirements and procedures:

A. Any unusual events shall be written in the post logbook briefly, so that the JSD Director or Deputy Director or designee can identify the principals later if a further investigation is needed. This bound logbook is the property of the Contractor, but it shall be held in reserve for one year past the last service to the County at that site, and provide them immediately to the County.

B. In addition, Juvenile Care and Custody Officer shall fill out daily visitor's sheets, audit forms, etc. as outlined in Post Orders and make available or turn these over to the Contractor's Project Manager.

C. An extraordinary, single incident report shall be completed whenever force is used on a juvenile, anyone is injured, or a major criminal act occurs. Juvenile Care and Custody Officers shall consult Supervisors when in doubt about special reports.

D. It is of prime importance to write up salient facts in the Post Log, but any incident that requires a special report shall also be verbally reported to the JSD Director or Deputy Director or designee and JSD Management immediately after the incident occurs.

E. Weekly schedule shall be written and turned in to the JSD Director or Deputy Director or designee.

6. OVERTIME RATES

Juvenile arrest patterns vary in volume and time of day which may require extended hours or increased staffing levels. The County will try to give the Contractor a twelve (12) hour notice of extended hours. If it is not possible for the County to give this much advance notice, the County will pay overtime coverage (1.5 times the normal hourly rate) for the duration of the extended coverage. This extended coverage shall not exceed twelve hours. In consideration of this overtime coverage, the Contractor shall give at least six (6) hour notice to the personnel. If necessary, the 12 hours maximum duty rule may be waived by the County.

To ensure personnel safety and to prevent fatigue or other unsafe conditions, personnel shall not be allowed to work in excess of 60 hours per week unless specifically approved by the Contractor's Project Manager and the JSD Director or Deputy Director or designee.

7. ADDITIONAL PERSONNEL

The Contractor shall provide additional Care and Custody Services personnel equipped with specialized equipment including but not limited to two way radios, flash lights, self contained breathing apparatus. The services shall be requested by the JSD Director or Deputy Director or designee as needed. The County shall pay the same hourly rate for these additional personnel.

8. VEHICLES (ADDITIONAL SERVICES)

The Contractor shall have one (1) vehicle onsite (24/7) at JSD to transport detainees. This vehicle shall be functional at all times. In case of any breakdowns, repairs, or any other condition that may render this onsite vehicle non-functional, the Contractor shall provide a replacement vehicle to the County at no additional charge. The County reserves the right to inspect and approve the vehicles. The vehicles shall meet the following specifications:

i. Vehicle shall be a van able to transport nine (9) seated passengers.

ii. Vehicle shall be caged to separate juveniles from the two (2) Juvenile Care and Custody Officers driving the vehicles.

iii. Vehicle shall be equipped with safety equipment and storage bins for juvenile's property, and must have a step for youth to step up to get into the vans.

While transporting juveniles, the Contractor shall operate the vehicle in compliance with Federal, State and local laws.

Appendix B

Price Schedule

A. Hourly Rates

The Contractor may bill the County the hourly rates listed below for providing all services as stated in Appendix A of this Contract, in accordance with the following:

Personnel	Hourly Rate
Juvenile Care and Custody Officer	$ 24.92 each
Juvenile Care and Custody Supervisor	$ 28.20 each
Project Manager	$ 32.53 each

B. Additional Services

The Contractor shall provide the Additional Services, as stated in Appendix A, Section 8, Vehicles, in accordance with the following:

Service	Total
Transportation related cost for Van, gas, any other related expenses for a one year period	$ 28,980.00

The hourly rates shall be guaranteed for the initial three year term of the Contract. Hourly rates for the renewal period shall remain the same as the initial term, unless there is a Living Wage increase, which may be negotiated pursuant to Article 8. The hourly rates include full compensation for labor, equipment use, travel time, and any other cost to the Contractor. The Additional Services rate shall be guaranteed for the initial term and any subsequent renewal and extension period(s).

C. Proposed Entry Level Hourly Wages

The Contractor shall pay at least the entry level hourly wages for Project Manager, Supervisor and Officer positions.

Personnel	Entry Level Hourly Rate
Juvenile Care and Custody Officer	$ 15.00 each
Juvenile Care and Custody Supervisor	$ 17.00 each
Project Manager	$ 33.65 each

197688

Memorandum

MIAMI-DADE COUNTY

Date: January 15, 2009

To: George M. Burgess
County Manager

Thru: Miriam Singer, CPPO
Director
Department of Procurement Management

From: J.C. Romano, CPPB
Procurement Contracting Officer

Subject: Negotiation Results for RFP No. 632; Care and Custody Services for Juvenile Detainees at the Juvenile ~~Assessment Center~~ Services Department

On November 7, 2008, approval was granted to conduct competitive negotiations with the two highest ranked firms, the Wackenhut Corporation and AlliedBarton Security Services LLC, for the subject solicitation (see attached memorandum). The Negotiations Team has determined that both proposers demonstrated the ability to provide the services requested in the solicitation in order to meet the County's needs. The results of the negotiations are provided for your consideration in order to proceed with a recommendation to award.

The negotiations process included a request for a Best Price Offer, a negotiations meeting with each firm, and another opportunity for each proposer to submit a lower price. The following is a chronology of the negotiations process and the evolution of the price offers.

Date	Action	The Wackenhut Corporation Pricing	AlliedBarton Security Services LLC Pricing
July 7, 2008	Original proposal	$1,361,004.48	$1,351,495.20
December 8, 2008	Best Price Offer	$1,343,150.40	$1,299,891.30
December 18, 2008	Negotiations meeting	Granted opportunity to submit lower price	Granted opportunity to submit lower price
December 22, 2008	Final Price Offer	$1,291,923.84	$1,276,083.36

Both proposers are qualified based on capacity, experience and proposed approach to carry out the required services for the Juvenile Assessment Center. The Negotiations Team deliberated and considered a series of factors including the pending audit, transition to a new vendor, and the ability of the two proposers to carry out the required services consistent with the scope of services, along with the price proposal. Based on these deliberations either proposer can effectively carry out the scope of services. Therefore, the Negotiations Team did not make a recommendation to enter into a contract with one of the two firms. The members of the Negotiations Team determined that both proposers are equally prepared to provide the requested services. We respectfully request your decision in regard to proceeding with an offer to enter into a contract to one of the two firms.

Approval to proceed with the Wackenhut Corporation.

Approved	Disapproved	Date

George M. Burgess
County Manager

Approval to proceed with AlliedBarton Security Services LLC.

Approved	Disapproved	Date 3/4/09

George M. Burgess
County Manager

Memorandum

MIAMI-DADE COUNTY

Date: October 29, 2008

To: George M. Burgess
County Manager

Thru: Miriam Singer
Director
Department of Procurement Management

From: J.C. Romano
Procurement Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 632 Care & Custody Services for Juvenile Detainees - Request for Approval to Negotiate

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The Evaluation/Selection Committee has completed the task of evaluating proposals submitted in response to the above referenced Request for Proposals following the guidelines published in the solicitation as summarized below.

Committee meeting dates:
July 9, 2008 (kick-off)
July 23, 2008 (technical & price evaluation)
July 30, 2008 (technical & price evaluation)

Verification of compliance with contract measures:
The Review Committee recommended a Small Business Enterprise selection factor for this solicitation. The selection factor was not applied as none of the Proposers were certified.

Verification of compliance with minimum qualification requirements:
The solicitation had minimum qualification requirements which were reviewed by the Chairperson and Cindy Akerman of the Juvenile Services Department. Proposals from Navarro Security Group, Inc. and Chi-Ada Security did not meet the minimum qualification requirements. Per the County Attorney's Office (attached), Chi-Ada Security was deemed non-responsive on July 9, 2008 and Navarro Security Group, Inc. was deemed non-responsive on August 5, 2008.

Summary of scores:
The Evaluation/Selection Committee decided not to hold oral presentations, as proposals did not require further clarification. Price proposals were reviewed for those proposers remaining in consideration after the scoring of technical proposals.

The preliminary scores are as follows:

Proposer	***Technical Score*** *(max.450)*	***Selection Factor Score*** *(max.45)*	***Total Technical Score*** *(max.495)*
1. The Wackenhut Corporation	410	0	410
2. AlliedBarton Security Services LLC	382	0	382
3. Kent Security Services, Inc.	320	0	320
4. Securitas Security Services	299	0	299
5. Alanis, Inc.	270	0	270
6. Security Alliance	259	0	259
7. CSS USA	247	0	247
8. Hudson Protection Services, Inc.	128	0	128

The final scores are as follows:

Proposer	***Technical Score*** *(max.450)*	***Selection Factor Score*** *(max.45)*	***Price Score*** *(max.50)*	***Total Combined Score*** *(max.545)*	***Price/Cost Submitted***
1. The Wackenhut Corporation	410	0	21	431	1,361,004.48
2. AlliedBarton Security Services LLC	382	0	32	414	1,351,495.20
3. Kent Security Services, Inc.	320	0	35	355	1,202,784.00

Local Preference:
Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome as the highest ranked Proposer meets the Local Preference requirements.

Negotiations:
In consultation with the County Attorney's Office, the Evaluation/Selection Committee Chairperson provided a copy of Audit and Management Services Department's recent audit report of The Wackenhut Corporation's Security Officers Services Contract. The Evaluation/Selection Committee was also provided the County Manager's memorandum dated May 7, 2008 addressing the County's plan of action for current contracts with The Wackenhut Corporation. The Evaluation/Selection Committee reviewed the report and supporting memorandum, noting that the County afforded The Wackenhut Corporation a 90 day period to respond to the audit. The evaluation process for this RFP and subsequent recommendation to negotiate by the Evaluation/Selection Committee occurred during the aforementioned 90 day period. The Evaluation/Selection Committee, in considering these facts, determined that the first and second ranked proposers were close enough in their total scores to warrant the further consideration of both proposers.

Pursuant to the solicitation, the Evaluation/Selection Committee hereby submits the results of their evaluation and recommends that the County enter into negotiations with the two highest ranked proposers, The Wackenhut Corporation and AlliedBarton Security Services LLC.

The following individuals will participate in the negotiations:

J.C. Romano, Procurement Contracting Officer, DPM
Morris Copeland, Deputy Director, Juvenile Services Department
Cindy Akerman, Manager Personnel and Administrative Services, Juvenile Services Department
James Marling, Police Lieutenant, Juvenile Services Department

Justification for Recommendation:
The Evaluation/Selection Committee recommends competitive negotiations with The Wackenhut Corporation and AlliedBarton Security Services LLC for the following reasons: both firms presented proposals with the depth of detail required to demonstrate their experience and capacity to provide the services requested. The approach taken by both firms to provide the services meets the County's needs.

Copies of the scoring sheets, and the May 7, 2008 memo referenced herein, are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Attachments

Approved

George M. Burgess
County Manager

11/7/08
Date

Not Approved

George M. Burgess
County Manager

Date

RFP NO. 632
Care and Custody Services for Juvenile Detainees
EVALUATION OF PROPOSALS

COMPOSITE

SELECTION PROPOSERS / CRITERIA	Maximum Points	Hudson Protection Services, Inc.	Alanis, Inc.	AlliedBarton Security Services LLC.	The Wackenhut Corporation	Kent Security Services, Inc.	CSS USA	Securitas Security Services USA, Inc.	Security Alliance, LLC
Proposer's experience, qualifications, capabilities and past performance in providing the type of services requested in this Solicitation	50	15	30	37	42	31	22	29	26
Relevant experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	100	33	69	77	97	75	56	60	64
Proposer's plan/schedule in providing the type of services requested in this Solicitation. Demonstration of commitment to project and financial stability.	150	44	83	129	136	107	91	103	87
Recruitment Plan, Personnel Development & Training Program	150	36	88	139	135	107	78	107	82
Total Technical Points *(Total of technical rows above)*	450	128	270	382	410	320	247	299	259
Price Points	50			32	21	35			
TOTAL POINTS	500			414	431	355			

Signature: [illegible]

Chairperson

Reviewed By: [illegible]

Date: 8/7/08

8/7/08

8/8/2008

59

RFP NO. 632
Care and Custody Services for Juvenile Detainees
EVALUATION OF PROPOSALS

Ricardo Fernandez

SELECTION PROPOSERS / CRITERIA	Maximum Points	Hudson Protection Services, Inc.	Alanis, Inc.	AlliedBarton Security Services LLC.	The Wackenhut Corporation	Kent Security Services, Inc.	CSS USA	Securitas Security Services USA, Inc.	Security Alliance, LLC.
Proposer's experience, qualifications, capabilities and past performance in providing the type of services requested in this Solicitation	10	2	4	6	10	4	4	4	5
Relevant experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	20	10	10	13	20	15	10	10	10
Proposer's plan/schedule in providing the type of services requested in this Solicitation. Demonstration of commitment to project and financial stability.	30	5	20	28	30	20	20	20	20
Recruitment Plan, Personnel Development & Training Program	30	10	15	28	28	15	15	19	10
Total Technical Points *(Total of technical rows above)*	90	27	49	75	88	54	49	53	45
Price Points	10			2	0	10			
TOTAL POINTS	100			77	88	64			

8/8/2008

99

RFP NO. 632
Care and Custody Services for Juvenile Detainees
EVALUATION OF PROPOSALS

Morris Copeland

SELECTION PROPOSERS / CRITERIA	Maximum Points	Hudson Protection Services, Inc.	Alanis, Inc.	AlliedBarton Security Services LLC.	The Wackenhut Corporation	Kent Security Services, Inc.	CSS USA	Securitas Security Services USA, Inc.	Security Alliance, LLC.
Proposer's experience, qualifications, capabilities and past performance in providing the type of services requested in this Solicitation	10	4	8	6	6	5	5	5	5
Relevant experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	20	7	16	12	20	12	11	11	16
Proposer's plan/schedule in providing the type of services requested in this Solicitation. Demonstration of commitment to project and financial stability.	30	11	20	23	26	23	20	17	17
Recruitment Plan, Personnel Development & Training Program	30	6	18	24	24	23	23	23	20
Total Technical Points *(Total of technical rows above)*	90	28	62	65	76	63	59	56	58
Price Points	10			4	4	5			
TOTAL POINTS	100			69	80	68			

8/8/2008

67

RFP NO. 632
Care and Custody Services for Juvenile Detainees
EVALUATION OF PROPOSALS

James Marling

SELECTION PROPOSERS / CRITERIA	Maximum Points	Hudson Protection Services, Inc.	Alanis, Inc.	AlliedBarton Security Services LLC.	The Wackenhut Corporation	Kent Security Services, Inc.	CSS USA	Securitas Security Services USA, Inc.	Security Alliance, LLC.
Proposer's experience, qualifications, capabilities and past performance in providing the type of services requested in this Solicitation	10	2	4	7	10	6	3	6	4
Relevant experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	20	5	12	17	20	16	10	11	8
Proposer's plan/schedule in providing the type of services requested in this Solicitation. Demonstration of commitment to project and financial stability.	30	10	16	29	28	24	15	20	13
Recruitment Plan, Personnel Development & Training Program	30	6	16	30	25	23	10	20	13
Total Technical Points *(Total of technical rows above)*	90	23	48	83	83	69	38	57	38
Price Points	10			8	6	8			
TOTAL POINTS	100			91	89	77			

RFP NO. 632
Care and Custody Services for Juvenile Detainees
EVALUATION OF PROPOSALS

Daniel Payne

SELECTION PROPOSERS / CRITERIA	Maximum Points	Hudson Protection Services, Inc.	Alanis, Inc.	AlliedBarton Security Services LLC.	The Wackenhut Corporation	Kent Security Services, Inc.	CSS USA	Securitas Security Services USA, Inc.	Security Alliance, LLC.
Proposer's experience, qualifications, capabilities and past performance in providing the type of services requested in this Solicitation	10	2	6	9	8	8	4	8	6
Relevant experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	20	3	15	16	19	17	10	15	17
Proposer's plan/schedule in providing the type of services requested in this Solicitation. Demonstration of commitment to project and financial stability.	30	10	11	23	28	22	20	29	22
Recruitment Plan, Personnel Development & Training Program	30	6	17	28	30	26	12	28	23
Total Technical Points *(Total of technical rows above)*	90	21	49	76	85	73	46	80	68
Price Points	10			8	7	7			
TOTAL POINTS	100			84	92	80			

RFP NO. 632
Care and Custody Services for Juvenile Detainees
EVALUATION OF PROPOSALS

Eduardo Astigarraga

SELECTION PROPOSERS / CRITERIA	Maximum Points	Hudson Protection Services, Inc.	Alanis, Inc.	AlliedBarton Security Services LLC.	The Wackenhut Corporation	Kent Security Services, Inc.	CSS USA	Securitas Security Services USA, Inc.	Security Alliance, LLC.
Proposer's experience, qualifications, capabilities and past performance in providing the type of services requested in this Solicitation	10	5	8	9	8	8	6	6	6
Relevant experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	20	8	16	19	18	15	15	13	13
Proposer's plan/schedule in providing the type of services requested in this Solicitation. Demonstration of commitment to project and financial stability.	30	8	16	26	24	18	16	17	15
Recruitment Plan, Personnel Development & Training Program	30	8	22	29	28	20	18	17	16
Total Technical Points *(Total of technical rows above)*	90	29	62	83	78	61	55	53	50
Price Points	10			10	4	5			
TOTAL POINTS	100			93	82	66			

Memorandum

MIAMI-DADE COUNTY

Date: August 5, 2008

To: Miriam Singer, Director
Department of Procurement Management

J. C. Romano
Procurement Contract Officer

From: Hugo Benitez
Assistant County Attorney

Subject: RFP No. 632 - Care and Custody Services for Juvenile Detainees

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You have asked this office whether the proposal issued on behalf of Navarro Security Group, Inc. or Navarro Group Ltd., Inc. in connection with the referenced Request for Proposals is responsive to the solicitation. Because the proposal does not constitute a clear and binding offer from either of those entities, and because the person specifically identified as the proposer, Navarro Security Group, Inc. is apparently not licensed to perform the required services, we are of the opinion that the proposal is not responsive.

FACTS

In this opinion, we have relied on the following facts, derived from our conversations with your procurement officer and our review of project correspondence, the RFP and Navarro's response:

1. The County issued the RFP on June 13, 2008. RFP Section 1.1, p. 2. The RFP solicited proposals from qualified firms to provide care and custody of juvenile detainees at the County's Juvenile Assessment Center (JAC). Id. The RFP required the proposer to have, as a minimum certain licenses relating to the services to be provided. RFP Section 2.2, p. 6.

2. The County opened the proposals on or about July 2, 2008.

3. Form A-1 of the RFP is designed to identify the proposer. RFP Section 1.2(3), page 2. One proposal, hereinafter the "Navarro Proposal", contained an irregularity in the completion of Form A-1. In the Section of the form calling for "Proposer's Name", the Navarro Proposal stated "Navarro Security Group, Inc." In the Section calling for the "Federal Employer Identification Number", as a mean to further identify the Proposer, the Navarro Proposal contained a FEIN Number which did not correspond to Navarro Security Group, Inc. but instead to Navarro Group Ltd., Inc. another company in the Navarro family. A chart provided in Section III of the Navarro Proposal suggests that Navarro Security Group, Inc. is a subsidiary of Navarro Group Ltd., Inc.

A search of the records maintained by the Secretary of State revealed that both companies are active and in good standing in the State of Florida.

4. The Navarro Proposal contained various documents completed in the name of Navarro Security Group, Inc. Among them are the Lobbyist Registration (Form A-2), Local Preference (again with a different FEIN Number). Acknowledgement of Addenda, Subcontractor Listing, Fair Subcontracting Practices, Living Wage Affidavit and, most significantly, the Price Proposal Schedule.

5. The Navarro Proposal also contained various documents which were issued in the name of the different companies in the Navarro family. Navarro Proposal, Section 1. Of particular relevance, the proposal includes State licenses for Navarro Group, Ltd., Inc. and Navarro Special Details Company, Inc. No State license is included for the purported proposer Navarro Security Group, Inc. Representatives of your department have determined that Navarro Security Group, Inc. is a separate Florida corporation, but is not licensed as a security agency under that name.

6. Because the Navarro Proposal does not clearly identify the proposer, on July 22, 2008, the Department of Procurement Management asked the designated proposer contact person who the intended proposer was. The proposer responded that the intended proposer was Navarro Group Ltd. Inc

DISCUSSION

Based on the facts set forth above, we are of the opinion that the Navarro Proposal is not responsive to the RFP.

In *Robinson Electrical Co. v. Dade County*, 417 So.2d 1032, 1034 (Fla. 3d DCA 1982), the Third District Court held that among the criteria to be applied in determining whether a specific noncompliance constitutes a substantial and nonwaivable irregularity was whether the variance deprived the government of the assurance that the contract would be entered into, performed and guaranteed according to its requirements. In our view, the deviations in the Navarro proposal are nonwaivable under this test. First, the County is unable to determine even the identity of the proposer without recurring to extrinsic, post bid award inquiries from other sources. Second, on its face, the proposal from Navarro Security Group, Inc. is from an entity is not licensed to perform the required services. Third, there is not a binding executed offer from Navarro Group, Ltd., Inc. the other person claimed to be the intended proposer after the bid opening.

Please call me if you have any questions.

Hugo Benitez

HB/es

Romano, J.C. (DPM)

From: Benitez, Hugo (CAO)
Sent: Wednesday, July 09, 2008 1:53 PM
To: Romano, J.C. (DPM)

J.C. Romano

In response to your memorandum dated July 9, 2008, and further to our conversation, please be advised:

(1) failure to post a required bid bond renders a proposal not responsive. The bidder who failed to deliver any bond is not responsive.
(2) The submission of a photocopy, as opposed to an original bid bond, is not a material deviation and may be corrected. Ask for originals to complete your file.

Sincerely,

Hugo Benitez
Assistant County Attorney

73

Memorandum

MIAMI-DADE COUNTY

Date: July 9, 2008

To: Hugo Benitez
Assistant County Attorney
County Attorney's Office

From: J.C. Romano
Procurement Contracting Officer
Department of Procurement Management

Subject: Request for Legal Opinion RFQ No. 632

On July 7, 2008, proposals were received for RFQ No. 632 and subsequently reviewed for responsiveness. During the review, it was noted that one Proposer was not in compliance with the requirements of Section 1.10 Proposal Guaranty/ Bid Bond, of the RFQ. The Section states: "All Proposals shall be accompanied by a proposal guaranty/bid bond in the form of a Certified Check, Cashier's Check or Bid/Proposal Bond in the amount of $10,000 payable to the Board of County Commissioners of Miami-Dade County, Florida. Any offer which is not accompanied by a proposal guaranty/bid bond shall be considered unacceptable and/or non-responsive and ineligible for award." Additionally, Addendum No. 2 of the RFP states: "The deletion of the Performance and Payment Bond as noted above does not effect the Proposal Guaranty/Bid Bond requirement. Proposers are required to provide a Proposal Guaranty/Bid Bond with their Proposal. Please refer to Section 1.10 of the Solicitation for instructions"

A second Proposer submitted a copy of the Bid Bond document inside each proposal copy (see attached). The copy shows a written and executed notarized Bid Bond; however, the original document was not submitted with the Proposal.

Please review both issues and advice as to the responsiveness of the Proposers.

If you have any questions, please contact me at (305) 375-4262. Thank you for your attention to this matter.

Attachments

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization):
CHI-ADA SECURITY

FEDERAL EMPLOYER IDENTIFICATION NUMBER:
65-0619776

NO BOND RECEIVED

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: Bart Okoro Title: President

MAILING ADDRESS:

Street Address: 135 NW 163rd Street

City, State, Zip: Miami, Fl 33169

TELEPHONE:	***FAX:***	***E-MAIL ADDRESS:***
(305) 948-5651	(305)948-9558	chiadacorp@bellsouth.net

PROPOSER'S ORGANIZATIONAL STRUCTURE:

x Corporation ___ Partnership ___ Proprietorship ___ Joint Venture

___ Other (Explain): ___

IF CORPORATION,
Date Incorporated/Organized: 08/1999

State Incorporated/Organized: Florida

States registered in as foreign corporation: ___

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:
Management

LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:

N/A

CRIMINAL CONVICTION DISCLOSURE:
Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certified that this proposal is submitted in response to this solicitation.

Signed By: [signature] Date: 7/2/99

Print Name: Bart Okoro Title: President

75

Bid Bond

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No. 105163434

KNOW ALL MEN BY THESE PRESENTS,

That we, **CORPORATE SECURITY SOLUTIONS, INC.**

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto **Board of County Commissioners of Miami-Dade County, Florida**,

as Obligee, hereinafter called the **Obligee**, in the sum of **Ten Thousand**———————— Dollars ($10,000), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for security guard services for Miami-Dade Juvenile Services Department.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of June, 2000

(Witness) (Principal) (Seal)

(Title)

(Witness)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Sharon DeBlasi, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

Power of Attorney

TRAVELERS

POWER OF ATTORNEY

Travelers Casualty and Surety Company
Fidelity and Deposit Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-in-Fact No. 23875 Certificate No. 006222330

KNOW ALL MEN BY THESE PRESENTS: [illegible]

Florence E. Perry, Diane Dutton, Karen Johnson, Sharon Indian, and R. Paul Gilson II

Grand Junction Colorado

IN WITNESS WHEREOF [illegible]

Travelers Casualty Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Fidelity and Deposit Insurance Company
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

[illegible]

[illegible]

Marie S. Jatkowski

[illegible]

Memorandum

MIAMI-DADE COUNTY

Date: June 30, 2008

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Request for Evaluation/Selection Committee for the Juvenile Services Department Request for Proposals for Care and Custody Services for Juvenile Detainees - RFP No. 632

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Juvenile Services Department Request for Proposals for Care and Custody Services for Juvenile Detainees - RFP No. 632:

Selection Committee
J. C. Romano, Non-Voting Chairperson
Morris Copeland, JSD
James Marling, MDPD/JSD
Daniel Payne, GSA
Eduardo Astigarraga, MDCR
Francisco J. Calderon, MDWASD
Ricardo Fernandez, MDAD (Alternate)

Technical Advisor (Non-Voting)
Cindy Akerman, JSD

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through Small Business Development (SBD) by memorandum documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through the SBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Miriam Singer, Director, DPM
Wansley Walters, Director, JSD
Wendi Norris, Director, GSA
Timothy P. Ryan, Director, MDCR
John Renfrow, Director, MDWASD
Jose Abreu, Director, MDAD
Penelope Townsley, Director, SBD

Selection Committee
J. C. Romano, Non-Voting Chairperson
Morris Copeland, MDPD/JSD
James Marling, MDPD/JSD
Daniel Payne, GSA
Eduardo Astigarraga, MDCR
Francisco J. Calderon, MDWASD
Ricardo Fernandez, MDAD (Alternate)

Technical Advisor (Non-Voting)
Cindy Akerman, JSD

MIAMI-DADE COUNTY

Carlos Alvarez, Mayor

Procurement Management
111 NW 1st Street • Suite 1300
Miami, Florida 33128-1974
T 305-375-5289 F 305-375-4407 305-372-6128

miamidade.gov

THE BOARD
2009 MAR 25 AM 11:55
COUNTY COURTS

March 25, 2009

All Responding Proposers (See Distribution List)

SUBJECT: RFP 632
Care and Custody Services for Juvenile Detainees

Dear Proposers:

Evaluation of proposals tendered in response to the above cited solicitation has been completed. The County Manager or designee has recommended award as shown in the attached document.

This notice is provided in accordance with Section 4.9 of the solicitation and Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County. Our provision of this notice also serves to confirm the lifting of the Cone of Silence from this procurement action as dictated by Section 2-11.1(t) of the County Code.

We appreciate the participation of all proposers which responded to the subject action. If you have any questions, please contact me at 305-375-4262 or jromano@miamidade.gov.

Sincerely,

J.C. Romano

J.C. Romano, CPPB
Procurement Contracting Officer

Distribution List: AlliedBarton Security Services, LLC
The Wackenhut Corporation
Kent Security Services, Inc.
Securitas Security Services
Alanis, Inc.
Security Alliance
CSS USA
Hudson Protection Services, Inc.
Navarro Security group, Inc.
Chi-Ada Security

Attachment: County Manager Award Recommendation
cc: Clerk of the Board
Hugo Benitez, Assistant County Attorney
File

Delivering Excellence Every Day