

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(A)
5-8-07

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

RESOLUTION NO. R-564-07

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH ADVOCATE PROGRAM, INC. TO OBTAIN MISDEMEANOR PROBATION SERVICES FOR THE ELEVENTH JUDICIAL CIRCUIT, AUTHORIZING THE COUNTY MAYOR OR HIS 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. 525

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 Advocate Program, Inc., in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or his 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.

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



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: May 8, 2007

FROM: Murray A. Greenberg
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 Manager'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

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of May, 2007. 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: **KAY SULLIVAN**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. HB

Hugo Benitez

5

**REQUEST FOR PROPOSALS
FOR**

**Misdemeanor Probation Services of the Eleventh Judicial Circuit
RFP No. 525**

PRE-PROPOSAL CONFERENCE TO BE HELD ON
Thursday, July 6th, 2006 at 10:00 a.m. (local time)
at
111 NW 1st Street, 18th Floor, Conf. Room 18-4
Miami, Florida

ISSUING DEPARTMENT:
DEPARTMENT OF PROCUREMENT MANAGEMENT
For
The Eleventh Judicial Circuit of Florida

Contracting Officer: Brigitte Mortier
Telephone: (305) 375-5866
E-mail: bmortie@miamidade.gov

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN
Friday, July 21st, 2006 at 2:00 p.m. local time)
at
CLERK OF THE BOARD
STEPHEN P. CLARK CENTER
111 NW 1st STREET, 17th FLOOR, SUITE 202
MIAMI, FLORIDA 33128-1983

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. PROPOSALS RECEIVED AFTER THE FIRST PROPOSAL HAS BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE CLERK OF THE BOARD ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI-DADE COUNTY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

VISIT THE COUNTY DEPARTMENT OF PROCUREMENT MANAGEMENT
WEBSITE: <http://www.miamidade.gov/dpm>

REV. 6/09/06

Memorandum



Date: May 8, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

Subject: Award of Contract No. RFP 525: Misdemeanor Probation Services for the Eleventh
Judicial Circuit

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

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the above-captioned award to procure misdemeanor probation services for the Eleventh Judicial Circuit of Florida as follows:

CONTRACT NO: RFP 525

CONTRACT TITLE: Misdemeanor Probation Services for the Eleventh Judicial
Circuit

DESCRIPTION: To establish a contract to provide probation services in accordance with Section 948.15 of the Florida Statutes for the management, rehabilitation, and supervision of defendants found guilty of misdemeanors who are placed on probation.

PROJECT MANAGER: Linda Kearson, General Counsel for the Eleventh Judicial
Circuit of Florida

APPROVAL TO ADVERTISE: June 7, 2006

TERM: Five years with three, one-year options to renew

ESTIMATED CONTRACT VALUE: \$ 7 million for the initial five-year term.

FUNDING SOURCE: Individual probationers will pay a fee to the contractor for services rendered. No County funds will be allocated to this project.

METHOD OF AWARD: An open, competitive Request for Proposals (RFP) process was utilized for this award.

VENDOR(S) RECOMMENDED FOR AWARD: Advocate Program, Inc. (Local vendor)
5040 NW 7th Street # 250
Miami, Florida 33126
Irv Lamel, President

Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners
Page 2

**VENDOR(S) NOT RECOMMENDED
FOR AWARD:**

Judicial Correction Services, Inc. (Non-local vendor)
240 North Ridgewood Avenue
Daytona Beach, Florida 32114

Metro Traffic Safety Institute d/b/a Metro Probation
Services (MPS) (Local vendor)
7500 NW 25th Street, Suite 119
Miami, Florida 33122

Maximus Correctional Services (Non-local vendor)
2375 Wall Street
Conyers, GA 30013
(Deemed non-responsive by the County Attorney's Office)

USING/MANAGING AGENCY:

Eleventh Judicial Circuit of Florida

CONTRACT MEASURES:

The Review Committee of April 21, 2006, determined that no contract measures could be applied to this solicitation, as there are no County funds being expended.

LIVING WAGE:

The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM:

The contract does not contain the 2% User Access Program provision as there are no County funds allocated to this project.

LOCAL PREFERENCE:

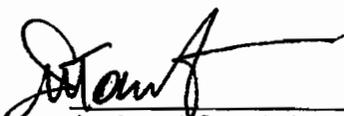
Applied in accordance with applicable ordinances, but did not affect the outcome.

**ESTIMATED CONTRACT
COMMENCEMENT DATE:**

Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.

BACKGROUND

Misdemeanor probation services are currently being provided for the Eleventh Judicial Circuit of Florida under an agreement made effective by Administrative Order No. 02-10 issued by the Chief Judge.



Assistant County Manager

TABLE OF CONTENTS

Section		
1.0	Overview and Proposal Procedures	4
2.0	Scope of Services	18
3.0	Proposal Format	24
4.0	Evaluation/Selection Process	29
5.0	Form of Agreement	31
6.0	Attachments	
	Form A-1 Cover Page for Technical Proposal	
	Form A-2 Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation	
	Form A-3 Acknowledgment of Addenda	
	Form A-4 Disability Non-Discrimination Affidavit	
	Form A-5 Local Preference Information	
	Form A-7.1 Proposer’s Disclosure of Subcontractors and Suppliers	
	Form A-7.2 Proposer’s Disclosure of Fair Subcontracting Policies	
	Form A-8 Affirmative Action Plan/Procurement Policy Affidavit	
	Form A-10 Miami-Dade County Collection of Taxes, Fees and Parking Tickets Proposers not in Arrears Affidavit	
	Form A-12 Code of Business Ethics	
	Form A-13 Domestic Violence Leave Affidavit	

DEFINITIONS

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

- a) The words “Contractor” or “Consultant” to mean the Proposer that receives any award of a Contract from the County as a result of this Solicitation, which is also to be known as “the prime Contractor” or “the prime Consultant”.
- b) The word “County” to mean Miami-Dade County, a political subdivision of the State of Florida.
- c) The word “Court” to mean The Eleventh Judicial Circuit of the State of Florida.
- d) The word “Clerk” to mean Miami-Dade County Clerk of Courts (COC).
- e) The words “Proposer”, “Submitter” or “Respondent” to mean the person, firm, entity or organization submitting a response to this Solicitation.
- f) The words “Scope of Services” or “Scope of Work” to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor or Consultant.
- g) The word “Solicitation” to mean this Request For Proposal (RFP) document, and all associated addenda and attachments.
- h) The words “Subcontractor” or “Subconsultant” to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.
- i) The words “Work”, “Services”, “Program”, “Project” or “Engagement” to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
- j) The words “Work Order” to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

- k) The words "Probation Services" to mean management and supervision services provided to defendants found guilty who are placed on Probation.
- l) The words "Probation Officer" to mean personnel employed to provide Probation Services.
- m) The words "Project Plan" to mean detailed description of policies, plans procedures, techniques to be used in providing the services to be performed.

SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES

1.1 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, on behalf of The Eleventh Judicial Circuit of the State of Florida, hereinafter referred to as the "Courts", is soliciting proposals from capable and qualified firms or entities for the purpose of providing Misdemeanor Probation Services, in accordance with Chapter 948.15 of the Florida Statute for the judges currently assigned to the Criminal and Domestic Violence Divisions of the County Court of the Eleventh Judicial Circuit.

The selected Proposer shall be capable and qualified to provide management, rehabilitation, supervision and probation services for defendants found guilty of misdemeanors who are placed on probation. In addition, the selected Proposer shall be capable of providing proper liaison with the approximately twenty-six (26) sentencing judges and for the initial intake of persons on probation. The selected Proposer shall be able to manage an estimate of 500 new assigned cases per month. This is an estimate and the County does not make any obligations as a result of this estimate.

The County anticipates awarding a contract for a five (5) year period, with three (3) one-year options to renew, at the County's sole discretion.

1.2 RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

- RFP available for distribution: Friday, June 16th, 2006.
- Pre-Proposal Conference: Thursday, July 6th, 2006 at 10:00 a.m. (local time)
Location: 111 NW 1st Street, 18th Floor, Room 18-4, Miami, Florida.
- Deadline for receipt of questions: Friday, July 14th, 2006
- Deadline for receipt of proposals: Friday, July 21st, 2006 at 2:00 p.m. (local time)
(See Section 1.4 for location)
- Evaluation/Selection process: July, 2006
- Projected Award Date: August, 2006
- Projected contract start date: October, 2006

1.3 RFP AVAILABILITY

The solicitation package is available at no cost on-line at www.miamidade.gov/dpm or through Department of Procurement Management - Vendor Assistance Unit, 111 NW 1st Street, Suite 1300, Miami, FL 33128-1974 at a cost of \$10.00 for each solicitation package and an additional \$5.00 fee for a request to receive the solicitation package through the United States Postal Service. For your convenience we now accept VISA and MasterCard. To request the solicitation package through the United States Postal Service, mail your request with the following information: the solicitation number and title, the name of Proposer's contact person, Proposer's name, complete address to be mailed to, telephone number and fax number, along with a \$15.00 check or money order made payable to: Miami-Dade Board of County Commissioners.

Proposers or Respondents who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website or the Vendor Assistance Unit risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers or Respondents are solely responsible for those risks (see Section 1.8).

1.4 PROPOSAL SUBMISSION

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins, and spacing. The original document package must not be bound and the document package copies should be individually bound. **An unbound one-sided original and 10 bound copies (a total of 11)** of the complete proposal (technical proposal) must be received by the **deadline for receipt of proposal specified in this RFP Timetable (see Section 1.2)**. The original and all copies, must be submitted in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date to:

**Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 4:30 p.m., Mondays through Fridays (however, please note that proposals are due at the Clerk of the Board on the date and at the time indicated in Section 1.3. Additionally, the Clerk of the Board is closed on holidays observed by the County). Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

The Technical (Quality) Proposal I must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices.

1.5 PRE-PROPOSAL CONFERENCE/EXAMINATION OF SITE

A pre-proposal conference has been scheduled for **the date, time and place specified in this RFP Timetable (see Section 1.2)**. Attendance is recommended but not mandatory. Proposers are requested to inform the RFP Contracting Officer of the number of persons expected to attend no later than 24 hours before the scheduled date. Proposers are encouraged to submit any questions in writing to the RFP Contracting Officer (see Section 1.6) in advance of the pre-proposal conference

1.6 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners. The Cone of Silence **prohibits any communication** regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the

Mayor, County Commissioners or their respective staffs;

- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any correspondence concerning the particular RFP, RFQ or bid with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer shall render any RFP award or RFQ award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Proposers should reference Section 2-11.1(t) of the Miami-Dade County Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade County Administrative Order 3-27 for a complete and thorough description of the Cone of Silence.

All Proposers will be notified in writing when the County Manager or designee makes an award recommendation.

The Contracting Officer for this RFP is:

Name and Title: Brigitte Mortier, Procurement Contracting Officer
 Name of Agency: Department of Procurement Management
 Address: 111 N.W. 1st Street, 13th Floor Miami, Florida 33128
 Telephone: (305) 375-5866
 Fax: (305) 375-1083
 E-mail: bmortie@miamidade.gov

1.7 CONTRACT MEASURES

Not applicable.

1.8 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and received by the County's Contracting Officer for this RFP, in accordance with **Section 1.6** above, no later than the deadline for receipt of questions specified in the RFP Timetable (**see Section 1.2**). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

Electronic facsimile requesting additional information will be received by the RFP Contracting Officer at the fax number specified in **Section 1.6** above. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated Procurement Contracting Officer prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals (**see attached Form A-3**).

Proposers who obtain copies of this RFP from sources other than the County's Department of Procurement Management's Vendor Assistance Unit or website risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular RFP. Such Proposers are solely responsible for those risks.

1.9 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit is required for this RFP.

1.10 MODIFIED PROPOSALS

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The Evaluation/Selection Committee will only consider the latest version of the proposal.

1.11 WITHDRAWAL OF PROPOSALS

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this RFP (in accordance with **Section 1.6**), prior to the Proposal Due Date or upon the expiration of ONE HUNDRED EIGHTY (180) calendar days after the opening of proposals.

1.12 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Please be advised that the County, in exercise of its discretion, may not accept bids and or proposals received after the scheduled time and date noted in this solicitation. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the

Bidder/Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or courier service, including the U.S. Mail, or caused by any other occurrence. Modifications received after the Proposal Due Date are also late and will not be considered

1.13 RFP POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

1.14 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract executed by County.

1.15 BUSINESS ENTITY REGISTRATION

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Purchasing Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to the next rack technical proposer. The Proposer is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged 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.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
 14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
 15. Family Leave - Pursuant to Section 11A-30 of the County Code.
 16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
 17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
 18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

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 hot line at 305 579-2593.

1.16 ORAL PRESENTATIONS

The County may require Proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations are anticipated to be conducted on the date indicated in this **RFP Timetable (see Section 1.2)**.

1.17 PROPOSER REGISTRATION AFFIDAVIT

Proposers are advised that in accordance with Section 2-11.1(s) of the Code of Miami-Dade County, the attached Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation (**see attached Form A-2**) must be completed, notarized and included with the proposal submission.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on this Affidavit provided by the County. The Affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised Affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the revised affidavit may not participate in the oral presentation.

NOTE: Other than for the Oral Presentations, Proposers who wish to address the County Commission, a County Board or Committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County must register with the Clerk of the Board and pay all applicable fees.

1.18 EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must

indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the County shall determine the acceptability of the proposed exceptions. The County, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the County may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, the County is under no obligation to accept any exceptions. If no exception is stated, the County will assume that the Proposer will accept all terms and conditions.

1.19 PROPRIETARY/ CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Proposer shall not submit any information in response to this solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal nonresponsive.

1.20 NEGOTIATIONS

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The County reserves the right to enter into contract negotiations with the recommended Proposer. If the County and the recommended Proposer cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with another recommended Proposer. This process will continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

1.21 RIGHTS OF PROTEST

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No. 3-21.

As a condition of initiating any protest, the protester shall present to the Clerk of the Board a non-refundable filing fee payable to the Clerk of the Board in accordance with the schedule provided below.

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,001- \$100,000	\$500
\$100,001- \$500,000	\$1,000
\$500,001- \$5 million	\$3,000
over \$5 million	\$5,000

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

The foregoing notwithstanding, the protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the request for proposals ("RFP") or request for qualifications ("RFQ") specifications.

All protests shall be submitted in writing to the Clerk of the Board pursuant to the procedures established in Section 2-8.4 and Administrative Order No. 3-21. The protest shall state with particularity the specific facts and grounds on which it is based, and shall include all pertinent documents and evidence and shall be accompanied by the corresponding filing fee. This shall form the basis for review of the protest and no other facts, grounds, documentation or evidence not contained in the protester's submission to the Clerk of the Board at the time of filing the protest shall be permitted in the consideration of the protest, except for such additional evidence as is allowed during the course of the protest proceedings.

A. Award Recommendations Over \$100,000

Award recommendations for contracts and purchases involving the expenditure of over \$100,000 will be in writing, signed by the issuing department to each competing Proposer announcing the recommended award, and a copy shall be deposited with the Clerk of the Board on the same day it is mailed. Any protest Proposer must be filed with the Clerk of the Board within ten (10) working days of the date of the award recommendation letter. Within two (2) working days of that filing, the protester shall supply the County Attorney and each Proposer in the competitive process with a true copy of each document that was filed with the protest. A hearing examiner shall be appointed to hear the protest and submit a written report and recommendation to the County Manager within twenty (20) working days of the filing of the protest (maximum 25 working days if hearing examiner consents to extension request).

Failure to timely file any written protest shall constitute a waiver of the right to protest the award recommendation.

B. Award Recommendations Over \$25,000 and up to \$100,000

Award recommendations for contracts and purchases involving the expenditure of over \$25,000 up to and including \$100,000 shall be posted by 9:00 a.m., every Monday in the lobby of the Stephen P. Clark Center, 111 NW 1st Street, Miami, FL 33128. Such recommendations shall be in writing and shall identify the Proposer to whom the award is being recommended and the basis thereof. It is the responsibility of the Proposer to monitor such bulletin after proposal submission to ascertain that a recommendation for award has been made. Participants can call the Awards Line at 305-375-4724 or (800) 510-4724, or contact the

18

person identified on the cover page of the solicitation.

Any protest by a Proposer must be filed with the Clerk of the Board within five (5) working days of the posting of the award recommendation, together with the \$500.00 nonrefundable filing fee. Award recommendations for which a protest is not received within the five (5) working day period shall be awarded in accordance with the department's recommendation. Not later than twenty (20) working days from the filing of the protest, the Director of the issuing department shall review the written recommendation for award and the written protest, and after consultation with the County Attorney, shall issue a recommendation to the County Manager for final disposition of the protest.

The department shall provide an opportunity to settle the protest by mutual agreement within five (5) working days of the filing of the protest.

Failure to timely file any written protest shall constitute a waiver for the right to protest the award recommendation.

C. Award Recommendations \$25,000 and Less

Award recommendations for contracts and purchases involving the expenditure of \$25,000 or less are considered final and may not be protested.

1.22 LOCAL PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of this Section, shall be defined as a Proposer which meets all of the following:

1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.); and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

If, following the completion of final rankings, a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 5% of the ranking obtained by the highest ranked proposer, then the highest ranked local proposer shall have the opportunity to proceed to negotiations with the County under the applicable sections of this Code.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2006. Therefore, a vendor which meets the requirements of (1) and (2) above for Broward County shall be considered a local business pursuant to this Section.

The Proposer should complete, sign and submit the attached **Form A-5** "Local Business Preference" with the Technical Proposal in order to be considered for Local Preference.

1.23 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

1.24 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

1.25 CRIMINAL CONVICTION

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." Accordingly, Criminal Record Affidavit forms are available upon request at Department of Procurement Management/Vendor Assistance Unit at (305) 375-5773 for those individuals or firms requesting to disclose this information only.

1.26 QUARTERLY REPORTING WHEN SUB-CONTRACTORS ARE UTILIZED

Proposers are advised that when subcontractors or subconsultant are utilized to fulfill the terms and conditions of this contract, Miami-Dade County Resolution No. 1634-93 will apply to this contract. This resolution requires the selected Proposer to file quarterly reports as to the amount of contract monies received from the County and the amounts thereof that have been paid by the contractor directly to Small Business Enterprises performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this

resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

1.27 INSPECTOR GENERAL REVIEWS

A. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of this RFP, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected Proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this RFP or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Proposer's cost/price for this RFP be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this RFP or any contract issued as a result of this RFP. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Proposer or third party.

B. 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 of any Contract issued as a result of this RFP shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Proposer. 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.

1.28 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work

as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.29 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS

Ordinance 97-104, amended by Ordinance 00-30, requires a bid or proposal for a County or Public Health Trust contract involving the expenditure of \$100,000 or more include a listing of subcontractors and suppliers who will be used on the contract. The required listing must be filed prior to the contract award. The required listing must be submitted even though the Proposer will not utilize subcontractors or suppliers on the contract. In the latter case, the listing must expressly state no subcontractors, or suppliers, as the case may be, will be used on the contract.

FORM A-7.1, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF ORDINANCE NO. 97-104 AS AMENDED BY ORDINANCE NO. 00-30, MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE PROPOSER MAY NOT UTILIZE SUBCONTRACTORS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON FORM A-7.1 IN THOSE INSTANCES WHERE NO SUBCONTRACTORS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.

1.30 FAIR SUBCONTRACTING POLICIES (Ordinance 97-35)

All selected Proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the Proposer to discuss the Proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Proposer's stated objectives.

All Proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures (**see attached Form A-7.2**). Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a

portion of a contract between the Proposer and the County.

1.31 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (ORDINANCE NO. 98-30)

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit (**see attached Form A-8**). Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit (**see attached Form A-8**) in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

1.32 AFFIDAVIT- PAID FEES, TAXES, PARKING TICKETS AND OBLIGATIONS ARE NOT IN ARREARS

In accordance with Section 2-8.1 (c) of the Miami-Dade County Code, and as amended by County Ordinance No. 00-30, and Section 2-8.1(h) as amended by Ordinance No. 00-67, the Proposer shall certify that all delinquent and currently due fees, taxes, parking tickets and that Proposer is not in arrears on obligations to the County. (See attached **Form A-10**.)

1.33 CODE OF BUSINESS ETHICS

In accordance with Section 2-8.(1) of the Code of Miami-Dade County each person or entity that seeks to do business with Miami-Dade County shall have or shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code (see attached **Form A-12**). Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

1.34 BANKRUPTCY

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be non-responsive.

1.35 DOMESTIC VIOLENCE LEAVE AFFIDAVIT

Prior to entering into any contract with the County, a firm desiring to do business with the County shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and Section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have,

in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance (see attached **Form A-13**). Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

1.36 COUNTY USER ACCESS PROGRAM (UAP)

Not applicable.

1.37 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the **Clerk of the Board at (305) 375-5126**.

1.38 CONTRACT EXTENSION

The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the selected Proposer(s) in writing of the extension. This contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period upon mutual agreement between the County and the selected Proposer(s), upon approval by the Board of County Commissioners.

1.39 LOBBYIST CONTINGENCY FEES

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.40 COMMISSION AUDITOR ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation 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.

SECTION 2.0 - SCOPE OF SERVICES

2.1 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, on behalf of The Eleventh Judicial Circuit of the State of Florida, hereinafter referred to as the "Courts" is soliciting proposals from capable and qualified firms or entities for the purpose of providing Misdemeanor Probation Services in accordance with Chapter 948.15 of the Florida Statute, for the judges currently assigned to the Criminal and Domestic Violence Divisions of the County Court of the Eleventh Judicial Circuit.

Selected Proposer shall be capable and qualified to provide management, rehabilitation, supervision and probation services for defendants found guilty of misdemeanors who are placed on probation. In addition, the selected Proposer shall be capable of providing proper liaison with the approximately twenty-six (26) sentencing judges and for the initial intake of persons on probation. The selected Proposer shall be able to manage an estimate of 500 new assigned cases per month. This is an estimate and the County does not make any obligations as a result of this estimate.

The County anticipates awarding a contract for a five (5) year period, with three (3) one-year options to renew, at the County's sole discretion.

2.2 GENERAL REQUIREMENTS AND SERVICES TO BE PROVIDED

Selected Proposer shall:

- a) Provide photocopies of the following valid certifications for all personnel to serve as probation officers prior to initiate services:
 - 1) Documentation verifying staff qualifications and criminal record check based on the essential standards established by the American Correctional Association (ACA) in accordance to Chapter 948.15 of the Florida Statute.
 - 2) State certified assessors under the Batterers' Intervention Program in accordance with Chapter 741.32 of the Florida Statute.
- b) Perform criminal background check documentation for all existing staff members and new hires throughout the term of the contract.
- c) Maintain trained personnel capable of providing proper liaison with the approximately twenty-six (26) sentencing courts and for the initial intake of persons sentenced to probation.
- d) Assign a maximum probation officer-to-client (probationers) ratio of 1-to-175, for all projects.
- e) Maintain case records of each probationer for at least three (3) years following termination of individual's probation.
- f) Have, either on staff, or on-call, bilingual interpreters with verbal proficiency in Haitian Creole, and Spanish to assist the probationers in understanding and meeting the terms of their probation.
- g) Follow-up and enforce all special conditions of probation in accordance with 948.03 Florida Statute. Priority shall be placed on probationer's timely payment of restitution. Any waiver by the sentencing court of any special condition shall be noted in probationer's case file.

- h) Identify any sex offenders/predators placed on probation effective September 1, 2005. If the probationer is a sex offender/predator in the state of Florida and was placed on probation without electronic monitoring, the selected Proposer shall immediately notify the Clerk's office, in writing, to have case placed on the sentencing judge's report for re-sentencing. Probation officers shall meet on a monthly basis with any returning probationer until completion of probation. Probation officers shall immediately notify the COC, in writing, to have the case placed on sentencing judge's violation of probation calendar for failure to report of the probationer. The selected Proposer shall collect the cost for electronic monitoring from the probationer.
- i) Assign a dedicated probation officer to work with defendants with mental illness placed on special probation by the Court. The assigned probation officer shall have experience and knowledge with mental illness cases and have the community resources to ensure proper rehabilitation and recovery. Probation officers shall maintain detailed records to include:
- Name/number of probationers ordered by the Court to receive mental health treatment and services in the community
 - Type of treatments and services provided to probationers
 - Name of facility to which probationers are referred
- j) Have flexible hours of operation, to include evenings, weekends, and holidays, to encourage each probationer to maintain contact while serving his/her probation period.
- k) Monitor all probationers on a regular basis for subsequent arrests and report such arrests to the sentencing court if a violation of probation has occurred within the following five business days.
- l) Accept all payments for probation services from individuals who are placed on probation by Court order. The selected Proposer shall look solely to the individual probationers for fee payment and not to the County, Courts, or COC. The selected Proposer may waive or reduce fees for probationers on any type of public assistance. The inability of a probationer to pay shall never be a reason for refusal of probation services to a Court ordered probationer. The selected Proposer shall obtain written concurrence from the COC to transfer uncollectible balances to a collection agency.
- m) Report on a daily basis the collection distribution to the COC, on the following business day of collection. Collection shall be reported in a non-electronic format separating Traffic and Misdemeanor cases. Collection distribution shall be submitted to the COC by check with the attached supporting documentation. The selected Proposer shall provide the following minimum information:
1. Court case number
 2. Defendant name
 3. Type of collection (restitution, restitution fee, fine/court costs)
 4. Amount of collection (restitution, restitution fee, etc.)
 5. Date of collection and distribution
 6. Daily total of the number of cases by category, and which must correspond to the balance of the submitted check

The non-electronic format may be replaced by an automated file interface for traffic cases, as per Section 2.3.

- i) Provide the option of a payment plan to probationers, for partial payment, in accordance with the State of Florida guidelines as defined in Chapter 28.246(4) of the Florida Statute. Partial payments may be accepted in conformity with State of Florida guidelines. The fee to be recognized on partial payment shall be in the same proportion as the payment received to the total owed.
- o) Be responsible for insufficient fund checks and chargebacks. The COC will not give refunds for insufficient funds, chargebacks or overpayment directly to the probationers.
- p) Provide probation status changes such as Violation of Probation to the Clerk, immediately upon occurrence, and in proper approved format.
- q) Send restitution payments when ordered to the COC via transfer of funds through a non-electronic format. Restitution payment to the Clerk shall include the Clerk's fee of \$3.00 for each payment in accordance with Chapter 28.24(26) of the Florida Statute.
- r) Obtain probationers payments within the timeline determined by the Courts. Partial payments shall be accepted in accordance with State of Florida guidelines as defined in Chapter 28.246(4) of the Florida Statute. In cases where the victim cannot be located, the selected Proposer shall make a request to the sentencing Court for proper disposition instructions.
- s) Provide the following minimum internal control procedures:
 - 1. Pre-numbered receipts for the probationers and required supporting documentation.
 - 2. An automated accounting system in conformity with generally accepted accounting standards.
 - 3. Daily reconciliation of receipts and distributions.
 - 4. Policies and procedures that are in compliance with the Payment Card Industry (PCI), (www.visa.com/cisp), Data Security Requirements, when accepting credit card payments.
 - 5. Have designated personnel to accept payments.
 - 6. A Certified Public Accounting firm to perform annual financial reviews and testing of internal controls.
- t) Provide adequate office space, equipment and supplies sufficient to provide misdemeanor probation services as requested herein. The County, Court and/or COC may visit the proposed office space to be utilized to provide services, prior to award of contract, to ensure space is adequate to provide the services required.
- u) Comply with all Federal and State Laws applicable to providing misdemeanor probation services, as well as any applicable court orders.
- v) Have a dedicated person whose primary responsibility shall be to provide job placement services to unemployed probationers. Such person shall maintain records that reflect the following:
 - 1. Name and number of probationers ordered by the Court to seek employment.
 - 2. Number of individuals who were placed into employment.
- w) Designate a dedicated individual to respond to day-to-day matters who shall be readily accessible to the County, Courts and COC personnel and shall be responsible for coordinating the resolution of any issues that may arise
- x) Assign a dedicated staff members to be available to communicate with the judge via phone, and

upon request of the Courts, appear at probation violation hearings at no cost to the County, Courts, or COC for the following cases:

1. Mental illness
2. Sex offender/predators
3. Job placement services
4. Delinquency or revocation hearings

2.2.2 SERVICES TO THE COUNTY, THE COURTS AND THE CLERK OF COURTS

Selected Proposer shall:

- a) Provide the chief judge's office and the COC with a monthly report that shall include summary of supervised probationers with the following information:
 1. Probationer's name and address
 2. Court case number
 3. Charge description
 4. Sentence date
 5. Sentencing Judge
 6. Duration of ordered probation
 7. Probation Officer
 8. Last date of contact
 9. Probationers that will have probation sentences completed
 10. Fines and costs imposed, paid and due
 11. Total probation fee (monthly rate x months sentenced to probation)
 12. Total probation fee collected
 13. Total probation fee balance
- b) Provide upon request of the Courts and/or COC, reports to be sorted by any of the above mentioned data elements. All records of the selected Proposer shall be open to inspection upon the request of the County, the Court, the COC, the Auditor General, the Office of Program Policy Analysis and Government Accountability, or agents thereof.
- c) Not invoice the County, Courts or COC for any services rendered pursuant to the contract that will result from this RFP.
- d) File a Violation of Probation Affidavit with to the COC recommending the revocation of probation in the following circumstances:
 1. The direct violation of a court-ordered condition of probation.
 2. The re-arrest of a probationer.
 3. Failure of a probationer to comply with all probation conditions.
 4. Failure of a probationer to respond to written warnings notifying the probation officer of potential violations (group or class attendance, failure to report, and similar occurrences).
- e) Have the capability to undertake, upon award, all new cases assigned by the County, Courts and COC. The Court shall re-assign the existing cases to the selected Proposer, in a time period of 90 days from the award date.

2.2.2 SERVICE TO PROBATIONERS

Selected Proposer shall:

- a) Evaluate the needs for each probationer referred to the selected Proposer by the sentencing Court, and shall exert its best efforts to direct the probationer to an appropriate program(s). Records of referral and progress reports shall be reflected in the probationer's file.
- b) Provide probation services to probationers that have been declared indigent by the Courts.
- c) Encourage unemployed probationers to improve their employability by recommending and assisting probationer's in seeking further schooling or job/technical training. In addition, the selected Proposer shall directly provide educational classes and/or group counseling, unless such services are expressly exempted by the sentencing court or provided elsewhere.
- d) Assist appropriate probationers in availing themselves of the full array of social services offered in Miami-Dade County, including, employment placement, job training, substance abuse treatment, individual counseling and medical treatment, and similar services.
- e) Schedule a minimum of one (1) monthly face-to-face with the probation officer and probationers, during their probation period. This requirement may be substituted by telephone calls from selected Proposer's staff personnel of at least four (4) times per month.

2.3 ADDITIONAL SERVICES

The County is considering implementation of an automated data exchange interface system during the term of the contract. The selected Proposer shall be to able provide when requested in written and/or verbal instruction by the Court and/or COC, the following additional services: Implementation of an automated data exchange interface system for Traffic and/or Misdemeanor cases. This additional service shall be at no cost to the County, Court and/or COC.

The selected Proposer shall:

- a) Have the capability to develop with the COC an automated data exchange interface system for traffic cases. The selected Proposer shall be able to implement a second interface system for Misdemeanor.

The automated interface shall involve transmission and retrieval of simple text files which shall include case information according to the specific format requested by the COC. The text files shall be transmitted and retrieved from specified file paths at a designed File Transfer Protocol server (FTP) as follows:

- 1) Connect to a File Transfer Protocol (FTP) server using a Uniform Resource Locator (URL) or Internet Protocol (IP) address.
- 2) Log on with user ID and password assigned by COC.
- 3) Transmit or retrieve text file.
- 4) Verify automated transmission/retrieval message.
- 5) Verify process completion through audit of log files.
- 6) Inform COC of any transmission/retrieval failures or anomalies.

The clerk will provide a text file for traffic case information, including any changes of assessments

occurred on the day of transmission, by placing the text file on the FTP server at the designated path. The selected Proposer shall retrieve the text file on the following day.

The selected Proposer shall transmit information on probation completion and failures as text file to the designated path of the FTP server through a similar process.

Detail information and operational times will be defined by the Clerk to the selected Proposer during the development of the automated exchange system.

- b) Send on a daily basis, at the end of each business day, a file of changed traffic case information, including payments received on the current day. All payments shall have a total amount, which shall be accompanied by an Automatic Clearing House (ACH) process. The Clerk will retrieve the information on the following day and process information upon verification.

The selected Proposer shall provide a telephone support number along with proper staffing to define and resolve transmission problems within the same business day.

- c) Send restitution payments when ordered, to the COC via transfer of funds through the electronic format. Restitution payment to the Clerk shall include the Clerk's fee of \$3.00 for each payment in accordance to 28.24(26) Florida Statute.

- d) Provide the following minimum internal control procedures:

1. Pre-numbered receipts for the probationers and required supporting documentation.
2. An automated accounting system in conformity with generally accepted accounting standards.
3. Daily reconciliation of receipts and distributions.
4. Policies and procedures that are in compliance with the Payment Card Industry (PCI), (www.visa.com/cisp), Data Security Requirements, when accepting credit card payments.
5. Have designated personnel to accept payments.
6. A Certified Public Accounting firm to perform annual financial reviews and testing of internal controls.

The selected Proposer shall provide to the COC access to the electronic system, to view information on cases.

2.3.1 FAILURE TO PROVIDE ADDITIONAL REQUESTED SERVICE

The selected Proposer shall provide the additional service when requested, however, if the selected Proposer is unable to provide the service requested, then the selected Proposer shall notify the County verbally immediately and in writing (within 24 hours of request) with a detailed explanation for inability of the requested services. If the selected Proposer refuses to accept the additional requested service the selected Proposer may forfeit its rights under the Contract, issued as a result of this RFP, and may be considered in default by the County in accordance with Article 24 of the contract.

SECTION 3.0 - PROPOSAL FORMAT

3.1 INSTRUCTIONS TO PROPOSERS

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must not be bound. The document package copies should be individually bound. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

3.2 CONTENTS OF PROPOSAL

The proposal must consist of a Technical Proposal as follows:

A. TECHNICAL PROPOSAL

The Technical Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. No cost information is to be included with the Technical Proposal. The Technical Proposal must include the following information:

1) Cover Page

The attached **Form A-1** is to be used as the cover page for the Technical Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.

2) Table of Contents

The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3) Executive Summary

Provide a brief summary describing:

- (a) the Proposer's ability to perform the work requested in this RFP;
- (b) a history of the Proposer's background and experience in providing similar services;
- (c) the qualifications of the Proposer's personnel to be assigned to this project;
- (d) the subcontractors or subconsultants and a brief history of their background and experience; and
- (e) any other information called for by this RFP which the Proposer deems relevant, including any exceptions to this RFP.

This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or subconsultants and any other relevant information.

4) Minimum Qualification Requirements

Proposers shall provide documentation that demonstrates their ability to satisfy all of the

minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format or required documentation for the response to minimum qualification requirements is listed below, Proposers must use said format and supply said documentation.

There are no minimum qualification requirements for this RFP.

5) Technical Information

(a) Describe Proposer's methodology and recommended solutions in performing the services described in the Scope of Services (**see Section 2.0**), and describe Proposer's specific policies, plans, procedures, techniques and hours of operation, to be used in providing the services to be performed. The Proposer shall describe its approach to project organization and management, responsibilities of Proposer's management and staff personnel that will perform work in this project.

(b) Identify the Proposer's plan to assign the officer-to client ratio for this project.

(c) Provide a detailed project schedule identifying specific key tasks and duration.

(d) Describe methods Proposer shall utilize to follow up, enforce, monitor and pursue payments from probationers and define control procedures to for all payment activity.

(e) Describe the Proposer's option payment plan available to the probationers.

(f) Describe Proposer's methodology for distribution of the collected funds and documentation to the Clerk of Courts thru a non-electronic format as per in Section 2.0, Scope of Service.

(g) Identify if Proposer's proposed plan meets the requirements of the Scope of Services described in Section 2.0, will meet the requirements with modifications (explain how), or cannot provide the requirements.

(h) Submit samples of monthly reports to be provided by the Proposer as described in Section 2.0, Scope of Services.

(i) Provide a concise listing of all services, proposed cost for each service and sliding fee scale. The Proposer shall state the fee to be collected from probationers for the service provided, as stated in Section 2.0 of this RFP. The Proposer shall submit rates as a flat, fixed price.

(j) Provide a project plan which defines the development, implementation and technical specifications of an electronic format transmission, retrieval of data, and collection of funds requirements between the Proposer and the COC, project plan shall include a description of the interface of the non-electronic to an electronic format and identify and define timeline for the implementation of the electronic format system as describe in section 2.0, scope of services. Plan specifications shall at minimum include:

- 1) All required data elements and files
- 2) File processes
- 3) Back up needs
- 4) Required controls for proper transmission of all data

6) Proposer's Experience and Past Performance

(a) Describe the Proposer past performance and experience (both positive and negative) and

state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Provide information why the experiences were positive and negative. The Proposer should provide a list of three references with names and telephone numbers that may be contacted by the County.

- (b) Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) the client, (ii) description of work, (iii) total dollar value of the contract, (iv) contract duration, (v) customer contact person and phone number for reference, (vi) statement or notation of whether Proposer is/was the prime contractor or subcontractor or subconsultant, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities and any work performed for the County.
- (c) List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with County Ordinance No. 98-42, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include the name of the County Department which administers or administered the contract(s); the contact person(s) on the contract(s) and their telephone number; the dates covering the term of the contract(s); and, the dollar value of the contract(s).
- (d) Describe any other experiences related to the work or services described in the Scope of Services (**see Section 2.0**), and any other information which may be specific to the required services to be provided (e.g. software/hardware information, training, etc.).

7) Key Personnel and Subcontractors Performing Services

- (a) Provide an organization chart showing all individuals, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees, probationer officers, primary employees assigned with specific responsibilities, as described in Section 2.0 Scope of Services, and those of the subcontractors or subconsultants.
- (b) Provide photocopies of the following valid certifications documentation for all personnel to serve as probation officers prior to initiate services:
 - 1) American Correctional Association (ACA) in accordance to Chapter 948.15 of the Florida Statute.
 - 2) State certified assessors under the Batterers' Intervention Program in accordance to Chapter 741.32 of the Florida Statute.
- (c) Provide photocopies of criminal background check documentation for all existing staff members.
- (d) List the names and addresses of all first tier subcontractors or subconsultants, and describe the extent of work to be performed by each first tier subcontractor or subconsultant. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors or subconsultants who will be assigned to this project.

- (e) Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals, including those of subcontractors or subconsultants, who will be assigned to this project. This information shall include the functions to be performed by the key individuals. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
- (f) Provide resumes with job descriptions and other detailed qualification information on all key personnel assigned to this project, including personnel to work with mental illness, sex offenders/predators, job placement service cases, and key personnel of subcontractors or subconsultants.

Note: After proposal submission, but prior to the award of any contract issued as a result of this RFP, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

8) Affidavits/Acknowledgements

The Proposer must complete, sign as required, and submit the following documents as part of its Technical Proposal:

- Form A-1 Cover Page of Technical Proposal
- Form A-2 Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentations
(see Section 1.17)
- Form A-3 Acknowledgement of Addenda **(see Section 1.8)**
- Form A-4 Disability Nondiscrimination Affidavit
- Form A-5 Local Preference Information **(see Section 1.22)**
- Form A-7.1 Proposer's Disclosure of Subcontractors and Suppliers **(see Section 1.29)**
- Form A-7.2 Proposer's Disclosure of Fair Subcontracting Policies **(see Section 1.30)**
- Form A-8 Affirmative Action Plan/Procurement Policy Affidavit **(see Section 1.31)**
- Form A-10 Miami-Dade County Collection of Taxes, Fees and Parking Tickets Affidavit and Individuals & Entities Attesting Being Current In Their Obligations to Miami-Dade County
- Form A-12 Code of Business Ethics
- Form A-13 Domestic Violence Leave Affidavit

In addition, the Proposer must follow the instructions for the SBE participation provisions described in Section 1.7 "Contract Measures" and the instructions of the attached Appendix A "Participation Provisions", and complete, sign as required, and submit with proposal any required form(s) as may be applicable.

3.3 PROPOSAL PREPARATION REQUIREMENTS

Proposers must follow instructions of Section 1.4 "Proposal Submission". The proposal must consist of a Technical Proposal. Price list of all services must be included in the proposal for technical evaluation and negotiation purposes.

The Technical Proposal must be submitted in a sealed envelope or container that should be addressed as follows:

Proposer's Name

Proposer's Address

Proposer's Telephone Number

Clerk of the Board

Stephen P. Clark Center

111 NW 1st Street, 17th Floor, Suite 202

Miami, FL 33128-1983

RFP No.: 525

RFP Title: Misdemeanor Probation Services of the Eleventh Judicial Circuit

Proposal Due Date: July 21st, 2006.

SECTION 4.0 - EVALUATION/SELECTION PROCESS

4.1 INTRODUCTION

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee appointed by the County Manager. The Committee will be comprised of appropriate County personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender.

Contract award will be based on one evaluation phase: Technical (Quality). Scoring proposals is based on point totals and not a percentage factor.

4.2 TECHNICAL PROPOSAL EVALUATION

The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria listed below. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per each Evaluation/Selection Committee member, for all Technical criteria. A Proposer may receive the maximum points or a portion of this score depending on the merit of its proposal, as judged by the Evaluation/Selection Committee in accordance with:

<u>Criteria</u>	<u>Points</u>
1. Proposer's methodology, approach, experience, qualifications, capabilities, and past performance in providing this type of services as described in this RFP.	40
2. Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	35
3. Proposer's additional services project plan to include approach, capability, development, implementation and timeline of an electronic transmission/retrieval format system, as described in this RFP.	10
4. Proposer's financial plan to include collection process, internal control procedures, and option payment plan to the probationers.	10
5. Proposer's list for all services to include cost to probationers for each service.	5

Upon completion of the Technical (Quality) criteria evaluation, rating and ranking, the Committee may choose to conduct an oral presentation(s) with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the County; scores in clusters; significant breaks in scoring; and/or

maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.3 APPLICATION OF SELECTION FACTOR

Not applicable.

4.4 OVERALL RANKING

The Evaluation/Selection Committee will then determine the overall ranking by the Technical (Quality) evaluation score and all other applicable additional points specified in this solicitation, to determine the overall ranking.

Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee will recommend to the County Manager or designee that a contract be negotiated with the highest ranked responsive and responsible Proposer, except as provided for below in Section 4.6 "Local Preference". Upon concurrence of the County Manager or designee, the County shall enter into negotiations with the recommended Proposer.

The Proposer recommended for negotiations shall provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or subconsultants is or has been involved within the last three (3) years.

4.5 LOCAL PREFERENCE

Local Preference may be taken into consideration in accordance with Section 1.23 "Local Preference". If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend to the County Manager or designee that a contract be negotiated with said local Proposer.

4.6 CONTRACT AWARD

Any negotiated contract, as a result of the RFP, will be submitted to County Manager or designee for approval and may be submitted to the Board of County Commissioners for their approval. **All Proposers will be notified in writing when the County Manager or designee makes an award recommendation.** The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. The County's decision to make the award and which proposal is in the best interest of the County shall be final.

Misdemeanor Probation Services for the Eleventh Judicial Circuit

Contract No. 525

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Advocate Program, Inc. , a corporation organized and existing under the laws of the State of Florida, having its principal office at 5040 NW 7th Street No. 250, Miami, Florida 33126 (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 Misdemeanor Probation Services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 525 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 July 28, 2006, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County desires to procure on behalf of the Eleventh Judicial Circuit of Florida, from the Contractor such service for the Court and 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. 525 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.
- d) The word "Contractor" to mean Advocate Program, Inc. 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 Contract.
- 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.
- n) The word "Court" shall mean the Eleventh Judicial Circuit of the State of Florida as represented by the Chief Judge of the Eleventh Judicial Circuit, or his/her

designee, and any reference to the Court shall include the County.

- o) The words "Clerk of the Court" (COC) to mean the Miami-Dade County Clerk of Court that will work with the Chief Judge to oversee the Court's Administration.

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), 3) the Miami-Dade County's RFP No. 525 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) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County and the Court in all aspects of the Services performed hereunder.
- b) 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.
- c) 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 Project Manager.
- d) The Contractor acknowledges that the County's Project Manager shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on 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's Project Manager. The Contractor agrees to act in an expeditious and

fiscally sound manner in providing the County's Project Manager 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 _____ and shall be for duration of five (5) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three (3) additional years on a year-to-year basis. 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's authorized representative:

The Eleventh Judicial Circuit of the State of Florida
73 West Flagler Street. 20th Floor
Miami, FL 33130

Attention: Ms. Linda Kearson
General Counsel for The Eleventh Judicial Circuit of Florida
Phone: (305) 349-7165
E-mail: lkearson@jud11.flcourts.org

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

Advocate Program, Inc.
5040 NW 7th Street, No. 250
Miami, Florida 33126

Attention: David McGriff, Ph.D.
Phone: (305) 704-0109
Fax: (305) 704-0199
E-mail: mdmphd@advocateprogram.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 County, Court or COC shall have no obligation to pay the Contractor for the services provided. Cost of services shall be charged and collected by the Contractor from each individual probationer. The Contractor shall look solely to the individual probationers for fee payments and not to the County, Court or COC.

All Services undertaken by the Contractor before the 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 initial three years of the Contract. Contractor may request fee rate revision thereafter up to the maximum fees, as per the Fee for Service Schedule (Appendix B). However, Contractor shall obtain written approval from the Chief Judge prior to modifying the rates to probationers. The Contractor may waive or reduce fees to the probationers on any type of public assistance at any time during the Contract term, including any renewal or extension thereof. Contractor shall not refuse services to a probationer based on the inability to pay of the probationer.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

Payments to the Contractor may bill by the probationers receiving services once in each calendar month during the probation period, or any other reasonable arrangement made between the Contractor and the probationer.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County, Court and COC 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, Court or COC 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 and the Court and COC, 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, the Court and COC or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, 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. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 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 the Department of Procurement Management, 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 \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$250,000 with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

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 and Court in accordance with the terms and conditions of this Agreement. The County and Court 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 or the Court 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 Court 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 or the Court, 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 or the Court. 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 or the Court, should the County or the Court 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 the Court 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 or the Court. The Contractor shall supply competent employees. The County or the Court 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 or Court. 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 Court or 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 or Court.

The Contractor does not have the power or authority to bind the County, Court or COC 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 appendices 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, Court or COC may, at its expense, elect to participate in the defense if they should so choose. Furthermore, the County, Court or COC 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 Contractor agrees that 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 and/or Court. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

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 Court 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's Project Manager 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 Project Manager may require. The County or Project Manager will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County or Project Manager.
- 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 in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County and/or Court 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 and/or Court that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County and Court shall each 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 Court's and County's proprietary and confidential information. Contractor shall furnish to the County and/or Court copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder, if requested. Within each such subcontract, there shall be a clause for the benefit of the County and Court permitting the County and Court 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 or the Court 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 and/or Court 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 and/or Court makes no representations or guarantees; and the County and/or Court shall not be responsible for the accuracy of the assumptions presented; and the County and/or Court 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:

CS

- 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 Court's or 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 is 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, and/or Court 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 request, provide adequate assurances to the County and/or Court, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County and/or Court receives such assurances the County and/or Court 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 and/or Court 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 reprourement 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, Court and/or COC 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, Court and/or COC 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, Court and/or COC with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County, Court and/or COC 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, Court and/or COC 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 and Court 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 and Court may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's and Court 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, Court or COC 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, Court or COC holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, Court or COC, as applicable, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for performing the services herein, unless required by law. In addition to the foregoing, all County, Court or COC employee information and County, Court or COC 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, Court or COC. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, Court or COC 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 and Court 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 and Court shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County and Court, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County and Court 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 and Court. 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, Court and COC possession may constitute or contain information or materials which the County, Court and COC has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County, Court and COC has developed at its own expense, the disclosure of which could harm the County's, Court and COC proprietary interest therein.

During the term of the contract, the contractors 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, Court and COC property, any computer programs, data compilations, or other software which the County, Court and COC has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County, Court and COC (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County, Court and COC and, if the Computer Software has been leased or purchased by the County, Court and COC 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's Project Manager 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, Court and COC 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, Court or COC retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County, Court or COC to the Contractor hereunder or furnished by the Contractor to the County, Court or COC 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's Project Manager, 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, Court or COC 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, Court or COC 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's Project Manager, 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, Court or COC 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, Court or COC or entities controlling, controlled by, under common control with, or affiliated with the County, Court or COC or organizations which may hereafter be formed by or become affiliated with the County, Court or COC. 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, Court or COC 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, Court or COC or organizations which may hereafter be formed by or become affiliated with the County, Court or COC. 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. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

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. INSPECTOR GENERAL REVIEWS

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 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 Court 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 Court, 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 and Court:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County or Court, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County and Court. Such approval may be withheld if for any reason the County or Court 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 Court; 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 or Court.

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. 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

By: M. David McGriff

Name: M. DAVID MCGRIFF

Title: Chief Executive Officer

Date: March 19, 2007

Attest: [Signature]
Corporate Secretary

Miami-Dade County

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Clerk of the Board

Corporate Seal

Approved as to form and legal sufficiency

Assistant County Attorney



M. Hasbani
 Commissioner #00772724
 Expires: Oct 28, 2007
 Bonded Trust
 Atlantic Bonding Co., Inc.

APPENDIX A SCOPE OF SERVICES

1.1 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, on behalf of The Eleventh Judicial Circuit of the State of Florida, hereinafter referred to as the "Courts" is contracting for Misdemeanor Probation Services in accordance with Chapter 948.15 of the Florida Statute, for the judges currently assigned to the Criminal and Domestic Violence Divisions of the County Court of the Eleventh Judicial Circuit.

The Contractor shall provide management, rehabilitation, supervision and probation services for defendants found guilty of misdemeanors who are placed on probation. In addition, the Contractor shall be the liaison between the approximately twenty-six (26) sentencing judges and the initial intake of persons on probation. The Contractor shall manage all new assigned cases (estimated 500 per month). This is an estimate and the County does not make any obligations as a result of this estimate.

2.1 GENERAL REQUIREMENTS AND SERVICES TO BE PROVIDED

The Contractor shall:

- a) Based on the essential standards established by the American Correctional Association (ACA) and in accordance to Chapter 948.15 of the Florida Statute, provide to the Project Manager photocopies of the following valid documentation for all personnel to serve as probation officers prior to said personnel performing services:
 - Educational credentials indicating that the employee has, at a minimum, a bachelor's degree.
 - Valid certification of the State Certified Assessors under the Batterers' Intervention Program in accordance with Chapter 741.32 of the Florida Statute.

The Contractor shall maintain certifications current throughout the term of the Contract. The County will notify the Contractor within ten days of receiving the documentation of acceptance or any changes requested.

- b) Provide the Project Manager with photocopies of criminal background check documentation for all existing staff members to include probation officers and all new hires throughout the term of the Contract and, prior to said personnel performing services. The County and the Court reserve the right to request substitution of any personnel working under this Contract, if found to be to the best interest of the County or Court.
- c) Provide trained personnel as the liaisons with the approximately twenty-six (26) sentencing courts and for the initial intake of persons sentenced to probation.
- d) Provide Contractor's probation officers and assign a maximum probation officer-to-client (probationers) ratio of 1-to-110, for all cases.
- e) Maintain case records of each probationer for at least three (3) years following termination of individual's probation.
- f) Have, either on staff, or on-call, bilingual interpreters with verbal proficiency in Haitian Creole, and Spanish to assist the probationers in understanding and meeting the terms of their probation.

- g) Follow-up and enforce all special conditions of probation in accordance with 948.03 Florida Statute. Priority shall be placed on probationer's timely payment of restitution. Any waiver by the sentencing court of any special condition shall be noted in probationer's case file.
- h) Identify any sex offenders/predators placed on probation effective September 1, 2005. If the probationer is a sex offender/predator in the State of Florida and was placed on probation without electronic monitoring, the Contractor shall immediately notify the Clerk's office, in writing, to have case placed on the sentencing judge's report for re-sentencing. Probation officers shall meet on a monthly basis with any returning probationer until completion of probation. Probation officers shall immediately notify the COC, in writing, to have the case placed on sentencing judge's violation of probation calendar for failure to report of the probationer. The Contractor may bill the cost for electronic monitoring directly from the probationers.
- i) Assign a dedicated probation officer to work with defendants with mental illness placed on special probation by the Court. The assigned probation officer, or officers as may be applicable depending upon number of said defendants, shall have experience and knowledge with mental illness cases and have the community resources to ensure proper rehabilitation and recovery. Probation officer(s) shall maintain detailed records to include:
 - o Name/number of probationers ordered by the Court to receive mental health treatment and services in the community;
 - o Type of treatments and services provided to probationers; and
 - o Name of facility to which probationers are referred.
- j) Have the following facilities and hours of operation to encourage each probationer to maintain contact while serving his/her probation period:

o Central Office:	Intakes and Reports	Monday-Thursday	8:30 am to 7:30 pm
		Friday	8:30 am to 4:30 pm
		Saturday	8:30 am to 12:00 noon
	Domestic Violence	Monday-Friday	8:00 am to 4:00 pm
o Two Branch Offices:		Monday-Friday	8:30 am to 4:30 pm
		Wednesday	8:30 am to 7:30 pm

All locations should be open every weekday evening for group counseling, classes, etc. and for the taking of payments.

In the case where the Contractor may require modifying the hours of operation or moving any the offices, the Contractor must give the Court a 24 hour notice and provide the new location, hours of operation, and the length of the revised schedule.

- k) Monitor all probationers on a regular basis for subsequent arrests and report such arrests to the sentencing court if a violation of probation has occurred within the following five business days.
- l) Accept all payments for probation services directly from individuals who are placed on probation by Court order. The Contractor shall look solely to the individual probationers for fee payment and not to the County, Courts, or COC. The Contractor may waive or reduce fees for probationers on any type of public assistance. The inability of a probationer to pay shall never be a reason for refusal of probation services to a Court ordered probationer.
- m) Report on a daily basis the collection distribution to the COC, on the following business day after collection. Collection shall be reported in a written, hardcopy (non-electronic) format separating

Traffic and Misdemeanor cases. Collection distribution shall be submitted to the COC by check with the attached supporting documentation to include the following minimum information:

1. Court case number
2. Defendant name
3. Type of collection (restitution, restitution fee, fine/court costs)
4. Amount of collection (restitution, restitution fee, etc.)
5. Date of collection and distribution
6. Daily total of the number of cases by category, and which must correspond to the balance of the submitted check

The non-electronic format may be replaced by an automated file interface for traffic cases, as per Section 3.1.

- n) Provide a payment plan to probationers, for partial payment, in accordance with the State of Florida guidelines as defined in Chapter 28.246(4) of the Florida Statute. Partial payments may be accepted in conformity with State of Florida guidelines. The fee to be recognized on partial payment shall be in the same proportion as the payment received to the total owed.
- o) Be responsible for insufficient fund checks and chargebacks. The COC will not give refunds for insufficient funds, chargebacks or overpayment directly to the probationers.
- p) Provide probation status changes such as Violation of Probation to the COC, immediately upon occurrence, and in proper approved format.
- q) Send restitution payments, only when ordered by the Judge through the COC, via transfer of funds through a non-electronic format. Restitution payment sent to the COC shall include the COC's fee of \$3.00 for each payment in accordance with Chapter 28.24(26) of the Florida Statute.
- r) Obtain probationers payments within the timeline determined by the Courts. Partial payments shall be accepted in accordance with State of Florida guidelines as defined in Chapter 28.246(4) of the Florida Statute. In cases where the victim cannot be located, the Contractor shall make a request to the sentencing Court for proper disposition instructions.
- s) Provide the following minimum internal control procedures:
 1. Pre-numbered receipts for the probationers and required supporting documentation.
 2. An automated accounting system in conformity with generally accepted accounting standards.
 3. Daily reconciliation of receipts and distributions.
 4. Policies and procedures that are in compliance with the Payment Card Industry (PCI), (www.visa.com/cisp), Data Security Requirements, when accepting credit card payments.
 5. Designated personnel to accept payments.
 6. Certified Public Accounting firm to perform annual financial reviews and testing of internal controls.

All of the above are subject to review by the County and Court.

- t) Provide adequate office space, equipment, supplies, etc. sufficient to provide misdemeanor probation services as requested herein. The County, Court and/or COC may visit the proposed office space to be utilized to provide services, prior to award of contract, to ensure space is adequate to provide the services required.

- u) Comply with all Federal and State Laws applicable to providing misdemeanor probation services, as well as any applicable court orders.
- v) Assign a dedicated person whose primary responsibility shall be to provide job placement services to unemployed probationers. Such person shall maintain records that reflect the following:
 1. Name and number of probationers ordered by the Court to seek employment.
 2. Number of individuals who were placed into employment.
- w) Designate a dedicated individual to respond to day-to-day matters who shall be readily accessible to the County, Courts and COC personnel and shall be responsible for coordinating the resolution of any issues that may arise.
- x) Assign the Division Director Community Corrections, equal or higher personnel, as the dedicated staff member to be available to communicate with the Judge via phone, and upon request of the Courts, appear at probation violation hearings at no cost to the County, Courts, or COC for the following type of cases:
 1. Mental illness
 2. Sex offender/predators
 3. Job placement services
 4. Delinquency or revocation hearings

.2 SERVICES TO THE COUNTY, THE COURTS AND THE CLERK OF COURTS

The Contractor shall:

- a) Provide the Chief Judge's Office and the COC with a monthly report that shall include summary of supervised probationers with the following information:
 1. Probationer's name and address
 2. Court case number
 3. Charge description
 4. Sentence date
 5. Sentencing Judge
 6. Duration of ordered probation
 7. Probation Officer
 8. Last date of contact
 9. Probationers that will have probation sentences completed
 10. Fines and costs imposed, paid and due
 11. Total probation fee (monthly rate x months sentenced to probation)
 12. Total probation fee collected
 13. Total probation fee balance
- b) Provide upon request of the Courts and/or COC, reports to be sorted by any of the above mentioned data elements. All records of the Contractor shall be open to inspection upon the request of the County, the Court, the COC, the Auditor General, the Office of Program Policy Analysis and Government Accountability, or agents thereof.
- c) Not invoice the County, Courts or COC for any services rendered pursuant to the Contract.

- d) File a Violation of Probation Affidavit with the COC recommending the revocation of probation in the following circumstances:
 - 1. The direct violation of a court-ordered condition of probation.
 - 2. The re-arrest of a probationer.
 - 3. Failure of a probationer to comply with all probation conditions.
 - 4. Failure of a probationer to respond to written warnings notifying the probation officer of potential violations (group or class attendance, failure to report, and similar occurrences).
- e) Undertake all new cases assigned by the Court. The Court will re-assign the existing cases to the Contractor, within 90 days from the award date.

2.3 SERVICE TO PROBATIONERS

The Contractor shall:

- a) Evaluate the needs for each probationer referred to the Contractor by the sentencing Court, and shall exert its best efforts to direct the probationer to an appropriate program(s). Records of referral and progress reports shall be reflected in the probationer's file.
- b) Provide probation services to probationers that have been declared indigent by the Court.
- c) Encourage unemployed probationers to improve their employability by recommending and assisting probationer's in seeking further schooling or job/technical training. In addition, the Contractor shall directly provide educational classes and/or group counseling, unless such services are expressly exempted by the sentencing court or provided elsewhere.
- d) Assist appropriate probationers in availing themselves of the full array of social services offered in Miami-Dade County, including, employment placement, job training, substance abuse treatment, individual counseling and medical treatment, and similar services.
- e) Schedule a minimum of one (1) monthly face-to-face meeting with the probation officer and probationers, during their probation period. This requirement may be substituted by telephone calls from the Contractor's staff personnel at least four (4) times per month.

2.4 ADDITIONAL SERVICES

The County, Court and COC are considering implementation of an automated data exchange interface system. The Contractor shall provide when requested, written and/or verbal, instruction by the Court and/or COC, the following additional services for implementation of an automated data exchange interface system for Traffic and/or Misdemeanor cases. These additional services shall be at no cost to the County, Court and/or COC.

If requested by the COC, the Contractor shall:

- a) Develop with the COC an automated data exchange interface system for traffic cases. The Contractor shall implement a second interface system for Misdemeanor. The automated interface shall involve transmission and retrieval of simple text files which shall include case information according to the specific format requested by the COC. The text files shall be transmitted and retrieved from specified file paths at a designed File Transfer Protocol server (FTP) as follows:

- 1) Connect to a File Transfer Protocol (FTP) server using a Uniform Resource Locator (URL) or Internet Protocol (IP) address.
- 2) Log on with user ID and password assigned by COC.
- 3) Transmit or retrieve text file.
- 4) Verify automated transmission/retrieval message.
- 5) Verify process completion through audit of log files.
- 6) Inform COC of any transmission/retrieval failures or anomalies.

The COC will provide a text file for traffic case information, including any changes of assessments occurred on the day of transmission, by placing the text file on the FTP server at the designated path. The Contractor shall retrieve the text file on the following day.

The Contractor shall transmit information on probation completion and failures as text file to the designated path of the FTP server through a similar process. Detail information and operational times will be defined by the COC to the Contractor during the development of the automated exchange system.

- b) Send on a daily basis, at the end of each business day, a file of changed traffic case information, including payments received on the current day. All payments shall have a total amount, which shall be accompanied by an Automatic Clearing House (ACH) process. The COC will retrieve the information on the following day and process information upon verification. The Contractor shall provide a telephone support number along with proper staffing to define and resolve transmission problems within the same business day.

Send restitution payments when ordered, to the COC via transfer of funds through the electronic format. Restitution payment to the COC shall include the COC's fee of \$3.00 for each payment in accordance to 28.24(26) Florida Statute.

- d) Provide the following minimum internal control procedures:
 1. Pre-numbered receipts for the probationers and required supporting documentation.
 2. An automated accounting system in conformity with generally accepted accounting standards.
 3. Daily reconciliation of receipts and distributions.
 4. Policies and procedures that are in compliance with the Payment Card Industry (PCI), (www.visa.com/cisp), Data Security Requirements, when accepting credit card payments.
 5. Designated personnel to accept payments.
 6. Certified Public Accounting firm to perform annual financial reviews and testing of internal controls. Financial reviews shall be made available to the County when requested.

The Contractor shall provide to the COC access to the electronic system to view information on cases.

2.1 FAILURE TO PROVIDE ADDITIONAL REQUESTED SERVICE

The Contractor shall provide the additional service when requested. If the Contractor is unable to provide the service requested, then the Contractor shall notify the County verbally immediately and in writing (within 24 hours of request) with a detailed explanation for inability of the requested services. If the Contractor does not provide, regardless of the reason the additional requested service, the Contractor may forfeit its rights under the Contract, and may be considered in default by the County in accordance with Article 24 of the Contract.

FEE FOR SERVICES SCHEDULE **

Services	Frequency	Term Years 1-3	Term Years 4-6	Term Years 7-8
Probation	Monthly	\$50.00	\$55.00	\$60.00
Groups and Classes	One Time Fee	\$50.00	\$55.00	\$60.00
Urinalysis	One Time Fee per test for	\$25.00	\$30.00	\$35.00
Urinalysis	Flat Fee for testing during supervision period	\$40.00	\$45.00	\$50.00
GPS Monitoring	Daily (Active)	\$6.10		
	Daily (Passive)	\$4.50		
Electronic Monitoring	Daily	\$3.00		
Domestic Violence Assessment	Per assessment	\$50.00 Fee based on certification standards	\$50.00	\$50.00
Substance Abuse and Mental Health Evaluations	Per evaluation	\$50.00	\$55.00	\$60.00
DUI Victim Impact Panel	One Time Fee	\$40.00 REGULATED BY MADD	Regulated by MADD	Regulated by MADD

* THE CONTRACTOR SHALL NOT ADD ANY ADDITIONAL COST TO THE PRICES SET BY THE SUBCONTRACTOR.

** ALL PRICE CHANGES ARE SUBJECT TO FINAL APPROVAL BY THE COUNTY.

Memorandum



Date: February, 15 2007

To: Rita Silva
Senior Procurement Contracting Officer
Department of Procurement Management

From: Brigitte Mortier, Chairperson
Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee Members for RFP No. 525, Misdemeanor Probation Services of the Eleventh Judicial Circuit

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

Committee meeting dates: "Kick-off" Meeting January 24, 2007
Evaluation/Selection Committee Meeting February 14, 2007

Verification of compliance with contract measures: Not applicable. On April 21, 2006, the Review Committee determined that no contracts measures should be applied to this solicitation. There are no County dollars being expended therefore, contract measures are exempted.

Verification of compliance with minimum qualification requirements: The solicitation did not have any minimum qualification requirements.

Summary of Committee scores: Evaluation of the proposals was conducted in accordance with the RFP document. The Evaluation/Selection Committee decided not to hold oral presentations since the proposals did not require further clarification.

The final scores are as follows:

<i>Proposers</i>	<i>Technical Score (max.500)</i>	<i>Total Score (max.500)</i>
1. Advocate Program, Inc.	456	456
2. Judicial Correctional Services, Inc.	384	384
3. Metro Traffic Safety Institute, Inc.	302	302

Local Preference: Local Preference was considered in accordance with applicable ordinances for the County's evaluation, but did not affect the outcome as no Proposer was within a 5% of the highest ranked Proposer.

Other information: Prior to the Evaluation Meeting, the Proposer Maximus, Inc. notified the County that an agreement with Providence Service Corporation to sell their entire Correctional Services Division had been completed. The County Attorney's Office determined that the offer from Maximus,

Inc. could no longer be considered by the County for the provision of the services requested in the subject RFP (see attached e-mails).

Recommendation: As per Section 4.4 of the RFP document, the Evaluation/Selection Committee determined it is to the best interest of the County, to recommend for negotiations the highest ranked responsive and responsible Proposer.

Negotiations: The Evaluation/Selection Committee recommends that the County enter into negotiations with the highest ranked firm, Advocate Program Inc.

The following individuals will participate in the negotiations upon scheduling:

- Brigitte Mortier, Procurement Contracting Officer, DPM
- Linda Kearson, General Counsel for The Eleventh Judicial Circuit of Florida

Copies of the score sheets are attached for each Evaluation/Selection Committee Member, as well as a composite score sheet.

Reviewed:



Rita Silva
Sr. Procurement Contracting Officer

2/15/07
Date

Mortier, Brigitte (DPM)

From: Benitez, Hugo (CAO)
Sent: Tuesday, December 19, 2006 10:40 AM
To: Mortier, Brigitte (DPM)
Subject: RE: RFP 525; Misdemeanor Probation Services

In reply to your written request for a legal opinion addressing Maximus Inc.'s continued participation in RFP No. 525 Probationary Services. You request that I review the letter from Maximus dated October 4, 2006 and pass on Maximus continued ability to participate in the process.

Maximus stated that it had entered into an agreement with Providence Service Corporation to sell its entire Correctional Services Division, a transaction which on the date of the letter had not closed. Based on that representation, I conclude that the County may not longer consider an offer from Maximus to provide the services requested in the RFP. I base my opinion on the following facts, all of which I must assume because they are not stated in your written request: 1. the initial offer was from Maximus, Inc. 2. the services that Maximus offered to provide in response to the RFP were to be provided by Maximus's Correctional Services Division and 3. the sales transaction closed. If these three assumptions are accurate, which you must verify in the conduct of your review and due diligence, then the Maximus, the offeror, can no longer perform the offered services and should be disqualified from further consideration in this process.

Please call me if you have any questions.

Hugo Benitez
Assistant County Attorney

From: Mortier, Brigitte (DPM)
Sent: Thursday, November 30, 2006 11:40 AM
To: Benitez, Hugo (CAO)
Cc: Clerk of the Board (COC)
Subject: RFP 525; Misdemeanor Probation Services

Hugo,

Please advise if a document has been drafted in regards to the legal opinion on the participation of the above subject firm. I would greatly appreciate if you could forward a copy of the letter to me.

Thank you,

Brigitte Mortier, Procurement Contracting Officer
Miami-Dade County, Department of Procurement Management
111 N.W. 1st Street, 13th Floor, Miami, Florida 33128
Tel: 305-375-5866
Fax: 305-375-1083
www.miamidade.gov/dpm

"Delivering Excellence Every Day"

Miami-Dade is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

-----Original Message-----

From: Mortier, Brigitte (DPM)
Sent: Tuesday, November 21, 2006 12:25 PM
To: Benitez, Hugo (CAO)
Cc: Clerk of the Board (COC)
Subject: RFP 525; Misdemeanor Probation Services

Mortier, Brigitte (DPM)

From: Don Purce [DPurce@provcorp.com]
Sent: Tuesday, December 19, 2006 1:54 PM
To: Mortier, Brigitte (DPM)
Cc: Clerk of the Board (COC); Kristi Buckley; Dave Ward; Cynthia Hoy
Subject: RE: RFP 525; Misdemeanor Probation Services

Dear Ms. Mortier,

The sale transaction between Providence Service Corporation and MAXIMUS has closed. Providence purchased the entire correctional services division of MAXIMUS, including staff, facilities and expertise. Providence Service Corporation, a public company and nationally recognized for its "Human Services Without Walls", has created Providence Community Corrections, Inc., a wholly owned subsidiary and retains the contracts and services provided. Providence Community Corrections, Inc. is prepared to go forward with RFP 525 should the County determine we are eligible to do so.

We look forward to your response.

Thank you.

Don Purce
Chief Operating Officer
Providence Community Corrections, Inc.
1551 Jennings Mill Road
Suite 2400B
Bogart, GA. 30622

From: Mortier, Brigitte (DPM) [mailto:BMORTIE@miamidade.gov]
Sent: Tue 12/19/2006 10:27 AM
To: Don Purce; stevemerrifield@maximus.com
Cc: Clerk of the Board (COC)
Subject: RFP 525; Misdemeanor Probation Services

Dear Mr. Purce,

As per your letter dated October 4, 2006, you informed the County that Maximus Inc, had entered into an agreement with Providence Service Corporation, to sell the entire Correctional Services Division. Although you informed the County that the transaction was imminent, it had not yet closed. Please advise of the current status of the transaction in order to provide a determination on the continued participation of Maximus Inc. in RFP 525, Misdemeanor Probation Services.

Thank you.

Brigitte Mortier, Procurement Contracting Officer
Miami-Dade County, Department of Procurement Management
111 N.W. 1st Street, 13th Floor, Miami, Florida 33128

MAXIMUS

HELPING GOVERNMENT SERVE THE PEOPLE

October 4, 2006

VIA EMAIL

Ms. Brigitte Mortier
Department of Procurement Management
Miami-Dade County
Stephen P. Clark Center, 13th Floor
111 NW First Street
Miami, FL 33128-1974

Re: RFP No. 525, Probationary Services

Dear Ms. Mortier:

Thank you very much for the scheduling information regarding next week's oral presentations for the above-referenced procurement. The MAXIMUS team is excited about that opportunity to give face and voice to our top-ranked technical proposal; however, I write to inform you of unfolding developments within our company.

MAXIMUS Inc. has entered into an agreement with Providence Service Corporation, a national leader in community-based counseling and other social programs, to sell the entire Correctional Services Division. The transaction is imminent, but has not yet closed. The only practical effect will be a new, corporate parent: The MAXIMUS team and expertise and infrastructure will migrate to Providence intact.

Inasmuch as all of our proposed personnel and program applications will be undisturbed, we are hopeful that our continued participation is appropriate. Upon completion of your review of this development -- really, a future change of name on the corporate stationery -- I would appreciate knowing whether you concur with our analysis. I can be reached at (305) 282-6083 or by email at donaldpurce@MAXIMUS.com.

Thank you for your consideration and attention to this matter.

Sincerely,



Donald C. Purce
Director of Operations

cc: Clerk of the Board of County Commissioners

RECEIVED
DEPARTMENT OF
PROCUREMENT MANAGEMENT
06 OCT -5 AM 9:55
MIAMI-DADE COUNTY
FLORIDA

**RFP NO. 525
MISDEMEANOR PROBATION SERVICES OF THE ELEVENTH JUDICIAL CIRCUIT
EVALUATION OF PROPOSALS**

COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points (Per Member)	Washington State (Members)	Judicial Correction Services, Inc.	Advocate Program, Inc.	Metro Traffic Safety Institute d/b/a Metro Probation Services (MPS)
Proposer's methodology, approach, experience, qualifications, capabilities, and past performance in providing this type of services as described in this RFP.		10	200	152.00	189.00	119.00
Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.		5	175	125.00	163.00	105.00
Proposer's additional services project plan to include approach, capability, development, implementation and timeline of an electronic transmission/retrieval format system, as described in this RFP.		0	50	39.00	41.00	33.00
Proposer's financial plan to include collection process, internal control procedures, and payment plan to the probationers.		0	50	44.00	41.00	28.00
Proposer's list for all services to include cost to probationers for each service.		5	25	24.00	22.00	17.00
TOTAL POINTS (Total of above rows)		100	500	384	456	302
Local Preference* (Highest ranked proposer's total points - 5% = Local Preference range)						

Date: 2/14/07

02-14-07

Signature: *Dinglter Myteed*
Chairperson
Serriff
Reviewed By

Ranking		
Local Preference		
Is any firm within 5% of the highest ranked? Y / N		
Is highest ranked local? Y / N		
Is firm within 5% local? Y / N		

RFP NO. 525
MISDEMEANOR PROBATION SERVICES OF THE ELEVENTH JUDICIAL CIRCUIT
EVALUATION OF PROPOSALS

JUDGE DEBORAH WHITE-LABORA

SELECTION PROPOSERS CRITERIA	Maximum Points	Judicial Correction Services, Inc.	Advocate Program, Inc.	Metro Traffic Safety Institute d/b/a Metro Probation Services (MPS)
Proposer's methodology, approach, experience, qualifications, capabilities, and past performance in providing this type of services as described in this RFP.	40	20	40	10
Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.	35	20	35	10
Proposer's additional services project plan to include approach, capability, development, implementation and timeline of an electronic transmission/retrieval format system, as described in this RFP.	10	9	9	5
Proposer's financial plan to include collection process, internal control procedures, and payment plan to the probationers.	10	9	9	5
Proposer's list for all services to include cost to probationers for each service.	5	5	5	5
TOTAL POINTS (Total of above rows)	100	63	98	35

73

MISDEMEANOR PROBATION SERVICES OF THE ELEVENTH JUDICIAL CIRCUIT
EVALUATION OF PROPOSALS

JUDGE EDWARD NEWMAN

SELECTION	PROPOSERS CRITERIA	Maximum Points	Judicial Correction Services, Inc.	Advocate Program, Inc.	Metro Traffic Safety Institute d/b/a Metro Probation Services (MPS)
	Proposer's methodology, approach, experience, qualifications, capabilities, and past performance in providing this type of services as described in this RFP.	40	30	35	30
	Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.	35	20	30	25
	Proposer's additional services project plan to include approach, capability, development, implementation and timeline of an electronic transmission/retrieval format system, as described in this RFP.	10	5	5	5
	Proposer's financial plan to include collection process, internal control procedures, and payment plan to the probationers.	10	10	5	5
	Proposer's list for all services to include cost to probationers for each service.	5	5	3	2
	TOTAL POINTS (Total of above rows)	100	70	78	67

MISDEMEANOR PROBATION SERVICES OF THE ELEVENTH JUDICIAL CIRCUIT
EVALUATION OF PROPOSALS

LINDA ORTIZ

SELECTION	PROPOSERS CRITERIA	Maximum Points	Judicial Correction Services, Inc.	Advocate Program, Inc.	Metro Traffic Safety Institute d/b/a Metro Probation Services (MPS)
	Proposer's methodology, approach, experience, qualifications, capabilities, and past performance in providing this type of services as described in this RFP.	40	33	38	18
	Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.	35	28	33	21
	Proposer's additional services project plan to include approach, capability, development, implementation and timeline of an electronic transmission/retrieval format system, as described in this RFP.	10	7	9	5
	Proposer's financial plan to include collection process, internal control procedures, and payment plan to the probationers.	10	7	9	5
	Proposer's list for all services to include cost to probationers for each service.	5	4	4	2
	TOTAL POINTS (Total of above rows)	100	79	93	51

RFP NO. 525
MISDEMEANOR PROBATION SERVICES OF THE ELEVENTH JUDICIAL CIRCUIT
EVALUATION OF PROPOSALS

HOWARD OSTLUND

SELECTION / PROPOSERS CRITERIA	Maximum Points	Judicial Correction Services, Inc.	Advocate Program, Inc.	Metro Traffic Safety Institute d/b/a Metro Probation Services (MPS)
Proposer's methodology, approach, experience, qualifications, capabilities, and past performance in providing this type of services as described in this RFP.	40	34	38	31
Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.	35	27	30	29
Proposer's additional services project plan to include approach, capability, development, implementation and timeline of an electronic transmission/retrieval format system, as described in this RFP.	10	8	8	8
Proposer's financial plan to include collection process, internal control procedures, and payment plan to the probationers.	10	8	8	8
Proposer's list for all services to include cost to probationers for each service.	5	5	5	3
TOTAL POINTS (Total of above rows)	100	82	89	79

76

MISDEMEANOR PROBATION SERVICES OF THE ELEVENTH JUDICIAL CIRCUIT
EVALUATION OF PROPOSALS

RUDOLPH GRIFFITH

SELECTION	PROPOSERS CRITERIA	Maximum Points	Judicial Correction Services, Inc.	Advocate Program, Inc.	Metro Traffic Safety Institute d/b/a Metro Probation Services (MPS)
	Proposer's methodology, approach, experience, qualifications, capabilities, and past performance in providing this type of services as described in this RFP.	40	35	38	30
	Experience and qualifications of individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.	35	30	35	20
	Proposer's additional services project plan to include approach, capability, development, implementation and timeline of an electronic transmission/retrieval format system, as described in this RFP.	10	10	10	10
	Proposer's financial plan to include collection process, internal control procedures, and payment plan to the probationers.	10	10	10	5
	Proposer's list for all services to include cost to probationers for each service.	5	5	5	5
	TOTAL POINTS (Total of above rows)	100	90	98	70

27

Memorandum



Date: December 6, 2006

To: Those Listed Below

From: George M. Burgess
County Manager 

Subject: Selection Committee for the Eleventh Judicial Circuit of Florida Request for Proposals for Misdemeanor Probation Services – RFP No. 525

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Eleventh Judicial Circuit of Florida Request for Proposals for Misdemeanor Probation Services – RFP No. 525

Selection Committee

Brigitte Mortier, DPM (Non-Voting Chairperson)
Judge Deborah White-Labora, EJCF
Judge Edward Newman, EJCF
Linda Ortiz, COC
Howard Ostlund, JAC
Rudolph Griffith, DBD
Cynthia Young, MDCR (Alternate)

Technical Advisor (Non-Voting)

Don Messier, COC
Ricky Schechtman, COC

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 the Department of Business Development (DBD) 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 DPM and the DBD 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 Code 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
- Joseph Farina, Chief Judge
- Harvey Ruvin, Clerk of the Courts
- Wansley Waiters, Director, JAC
- Marsna E. Jackman, Director, DBD
- Leonard Burgess, Interim Director, MDCR

**SELECTION COMMITTEE
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
MISDEMEANOR PROBATION SERVICES**

RFP NO. 525

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Brigitte Mortier Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-5866
Deborah White-Labora, Judge	Eleventh Judicial Circuit of Florida	1991	White Female	Juris Doctorate Bachelor of Science	Florida Bar Member	(305) 349-5750
Edward Newman, Judge	Eleventh Judicial Circuit of Florida	1995	White Male	Juris Doctorate	Florida Bar Member	(305) 548-5397
Linda Ortiz Judicial Support Administrator	AOC	1993	White Female	Bachelor of Liberal Studies	N/A	(305) 548-5164
Howard Ostlund Operations Manager	JAC	1978	White Male	Bachelors in Criminal Justice	Law Enforcement, FDLE-Police Standards	(305) 755-6145
Rudolph Griffith Special Projects Administrator 1	DBD	1987	Black Male	Juris Doctorate Bachelor of Arts in Economics	Real Estate	(305) 375-3146
Cynthia Young Acting Captain (Alternate)	MDCR	1985	Black Female	Bachelors in Criminal Justice	N/A	(786) 263-4168
TECHNICAL ADVISOR (NON-VOTING)						
Don Messier Senior Systems Analyst	COC	1994	White Male	Bachelor of Science in Accounting	N/A	(305) 349-5904
Ricky Schechtman Senior Deputy Clerk	COC	1978	White Female	Master of Urban and Regional Planning	N/A	(305) 548-5518