

Form B-1  
**Price Proposal Schedule**

**INSTRUCTIONS:**

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule", and in the manner stated herein; **there is no exception allowed to this requirement.** Proposer is requested to fill in the applicable blanks on this form and to make no other marks.

**A. PROPOSED PRICES**

SECTION REFERENCE	PERSONNEL	APPROXIMATE NUMBER OF OFFICERS	APPROXIMATE NUMBER OF HOURS PER YEAR	HOURLY RATE
2.3 (A)	Project Manager	1	2080	\$
2.3 (B)	Juvenile Care and Custody Supervisor	3	8760	\$
2.3 (C)	Juvenile Care and Custody Officer	16	46720	\$

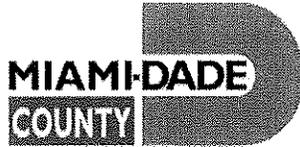
**B. VEHICLE (ADDITIONAL SERVICES)**

The Proposer shall state its price for providing the Additional Services, as stated in Section 2.16, Vehicles of this Solicitation, in accordance with the following:

SECTION REFERENCE	QTY	VEHICLE	PRICE PER MONTH
2.16	1	Nine (9) Passenger Van	\$

1. Award will be made to the responsive, responsible Proposer who submits an offer on all items listed. If a Proposer fails to submit an offer on all items, its overall offer may be rejected.
2. Proposers shall submit pricing stated as a firm, fixed price which shall include all expenses to be paid. Rates will include all cost of operating and maintaining the vehicles throughout the contract term, including but not limited to the cost of fuel, tire changes, insurance and cleaning. No "add-on" charges for services shall be accepted. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, should be included in the Proposers price, as they not be reimbursed separately by the County.
3. Any price proposal that is conditioned may be deemed non-responsive pursuant to Section 1.3.
4. "Approximate Number of Hours" figures indicated above are the current enrollment figures and are provided for information purposes only.
5. Proposed rates in this Section will be used to determine the price points for the Price criterion as indicated in Section 4.2 of this Solicitation

*This document is a draft of a planned solicitation and is subject to change without notice.*



**REQUEST FOR PROPOSALS (RFP) No. 00356  
FOR  
CARE AND CUSTODY SERVICES FOR JUVENILE DETAINEES**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

March , 2016 at \_\_:00 AM (local time)  
111 NW 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Conf. Rm. \_\_, Miami, Florida

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Procurement Management Services Division  
for  
Miami Dade Juvenile Services Department

**COUNTY CONTACT FOR THIS SOLICITATION:**

Fredrick Taylor , Procurement Contracting Officer  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-1078  
E-mail: @miamidade.gov

**PROPOSAL RESPONSES DUE:**

INSERT DATE AND TIME

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. 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).

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 County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

**1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS**

**1.1 Introduction**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Juvenile Services Department, is soliciting proposals for

The County anticipates awarding a contract for a three (3) year period, with two (2) two-year options to renew, at the County's sole discretion.

**The anticipated schedule for this Solicitation is as follows:**

- Solicitation Issued: April 01, 2016
- Pre-Proposal Conference: See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email [hjwrig@miamidade.gov](mailto:hjwrig@miamidade.gov) at least five days in advance.
- Deadline for Receipt of Questions: See front cover for date and time.
- Proposal Due Date: See front cover for date and time.
- Evaluation Process:
- Projected Award Date: September 01, 2016

**1.2 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:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Juvenile Care and Custody Manager" to mean the person designated by the Contractor to administer the Contract operation after award of the contract.
4. The word "Juvenile Care and Custody Officer" to mean non-supervisory personnel employed/contracted by the Contractor to provide care and custody services at the Juvenile Assessment Center (JAC) for the Juvenile Services Department.
5. The word "Juvenile Care and Custody Supervisor" to mean supervisory personnel employed/contracted by the Contractor to supervise Juvenile Care Custody Officers.
6. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
7. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
8. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
9. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
10. The word "Subcontractor" 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 Services to the County, whether directly or indirectly, on behalf of the Contractor.
11. The words "Work", "Services", "Program", or "Project" 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.

**1.3 General Proposal Information**

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation.

Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. 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 Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

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 may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

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 found non-responsible. 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.

#### 1.4 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 a written recommendation is issued. 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 Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor'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 Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement 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 and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; 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 written correspondence concerning the particular RFP or RFQ 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@miamidadegov](mailto:clerkbcc@miamidadegov).

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

#### **1.5 Communication with Competitive Selection Committee Members**

Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

#### **1.6 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 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **1.7 Living Wages**

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this RFP. By submitting a proposal pursuant to these specifications, a Proposer is hereby agreeing to comply with the provisions of Section 2-8.9 of the Code of Miami-Dade County, and to acknowledge awareness of the penalties for noncompliance. The Contractor shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Attachment 1, Living Wage Ordinance (Ord. No. 99-44).

#### **1.8 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 dependent 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 Mayor 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.

#### **1.9 Collusion**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

**1.10 Contract Measures**

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2.1.1.1.2 of the Code of Miami-Dade County as follows:

**Commented [TF(1):** SBD to provide this information

**Set-aside:**

This Solicitation is set-aside for SBE's.

**Subcontractor Goal:**

\_\_\_\_\_% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the prime contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to solicitation advertisement identify the quality, quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Proposer will demonstrate unavailability. The Schedule of Intent form can be found at <http://www.miamidade.gov/business/library/forms/sbe-soi.pdf>.

The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal submittal deadline of this Solicitation, as well as, meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the program, is available on the Small Business Development's website <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>.

(If Selection Factor use Section 4.4 and delete above section.)

<b>2.0 SCOPE OF SERVICES</b>
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**2.1 Background**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Juvenile Services Department (JSD), is in need of Care and Custody services for juvenile detainees processed at the Miami-Dade County Juvenile Assessment Center (JAC) located at 275 NW 2nd Street, Miami, FL 33128. Contractor shall provide well-trained, experienced, alert, interested and concerned Juvenile Care and Custody Officers to provide care and custody and transportation services to juvenile detainees, security as needed on the non-secure second floor, transportation as needed to a crisis facility for youths that have been Baker Acted, and any additional duties necessary to maintain a safe and secure facility.

Services shall be provided all in accordance with the State of Florida, Department of Justice Requirements: Florida State Statutes Chapters 39 and 985. It is anticipated that the Contract will be awarded in July for September start.

**2.2 Minimum Qualification Requirement**

The minimum qualification requirements for this RFP are as follows:

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

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

**2.3 Personnel Qualifications**

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

**A. Contractor's Project Manager**

**One (1) total**

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

1. Shall have a Class "D" security license.
2. Shall have a valid Florida Driver's license to transport in-custody juveniles from the Juvenile Assessment Center. The license category may vary depending upon the vehicle provided by the Contractor.
3. Shall have served as or completed one of the following:
  - juvenile care and custody officer
  - juvenile probation officer or probation officer
  - have graduated from a certified federal, state, county, or local law enforcement or corrections training program
  - United States military police training program or equivalent, with an appropriate certificate or diploma, with a minimum of at least two-years (full-time) experience as a supervisor or project manager working directly with arrested juveniles
4. Shall have certification for First Aid (to be renewed every 2 years) / Cardio Pulmonary Resuscitation (to be renewed annually).
  5. Shall have completed the Facilities Protective Action Response (PAR) training and passed the test conducted by Florida Department of Juvenile Justice.
  6. Completion of 120 hours of pre-service training approved by Department of Juvenile Justice.
7. Shall be at least nineteen (19) years of age.
8. Shall have a high school diploma or G.E.D as minimum education certification.
9. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

**B. Juvenile Care and Custody Supervisors**

**One (1) per shift**

Juvenile Care and Custody Supervisors shall meet the qualifications established for the Contractor's Project Manager in the above Section 2.3 (A) with the additional following requirements:

1. Shall have at least two (2) years of experience as a civilian or military law enforcement officer or corrections officer or juvenile care and custody officer, or as a juvenile probation officer.
2. Shall have been trained in compliance with Florida Statutes under the Florida Department of Juvenile Justice requirement for transporting arrested juveniles, approximately eight (8) hours of training.
3. Shall have the certification by the American Red Cross for Cardio Pulmonary Resuscitation (CPR) and emergency defibrillators.
4. Shall have completed the Facilities Protective Action Response (PAR) training and passed the test conducted by Florida Department of Juvenile Justice.
5. Completion of 120 hours of pre-service training approved by Department of Juvenile Justice.

**C. Juvenile Care and Custody Officers**

**Four (4) to five (5) per shift, depending upon the shift. A minimum of 19 Officers are required for staffing purposes:**

Juvenile Care and Custody Officers shall be employed to provide these Services. Two female officers and two male officers shall always be present at the Juvenile Assessment Center for each shift. Any changes in schedule or the number of Officers shall be determined by the JSD Director or Division Director or designee. These Officers shall meet the same qualifications established for the Contractor's Project Manager in Section 2.3 (A) (1) - (7) and the following additional requirements:

1. Shall have a minimum of one (1) year of experience (full-time) in law enforcement, or military or as a corrections officer juvenile care and custody officer, or as a juvenile probation officer.
2. Shall have the certification by the American Red Cross for Cardio Pulmonary Resuscitation (CPR) and emergency defibrillators.
3. Shall have completed the Facilities Protective Action Response (PAR) training and passed the test conducted by Florida Department of Juvenile Justice.
4. Completion of 120 hours of pre-service training approved by Department of Juvenile Justice.

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

## 2.4 Requirements and Services To Be Provided

### A. Personnel Requirements

#### 1. Juvenile Care And Custody Officers

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

Officers shall provide services in accordance with the State of Florida, Department of Juvenile Justice Requirements: Florida Statute ~~30~~-985

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

- Any felony or sex conviction.
- Military conduct resulting in dishonorable or undesirable discharge.
- Any pattern of irresponsible behavior, including but not limited to unreasonable driving or problem with an employment record.

Any outside or additional employment activities which may be construed as a conflict of interest by the County. All Juvenile Care and Custody Officers shall disclose to the Contractor and to the County of all outside or additional employment activities. Contractor and the County will verify that no potential conflict of interest exists. This disclosure and verification shall occur twice annually and at any other time a Juvenile Care and Custody Officer engages in outside or additional employment activities.

All Juvenile Care and Custody Officers shall successfully complete a medical examination, to be conducted at the Contractor's expense prior to duty assignment and when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services.

Tests shall include, at a minimum the following:

- tests for communicable diseases
- vision
- color blindness
- hearing
- speech
- tests for drug and illegal substance use

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

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

All Officers shall pass a Department of Juvenile Justice background check at the initial employment and as requested by the County to continue providing service. The County will conduct the background check process and the Contractor shall reimburse the County for the DJJ imposed fees. Approximate fees per applicant are \$24.57 for new applicants and \$15.93 for re-screening after 5 years of continuous employment. These fees are subject to change.

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

**2. Juvenile Care and Custody Supervisor**

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

**3. Contractor's Project Manager**

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

**B. Local Office**

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

**2.5 Personnel Task**

**1. Contractor's Project Manager**

Contractor's Project Manager to provide services to the County, not to exceed twenty four hours per week, unless specifically authorized by the JSD Director or Division Director or designee. This individual shall supervise all Contract operations, and coordinate reports, Juvenile Care and Custody Officer assignments and timesheets with the County. Contractor's Project Manager shall be available at all times, upon 24 hour notice, to meet with or respond to County issues unless exigent circumstances require a response with less than twenty-four hour notice.

Contractor shall provide a local telephone number(s) where the Contractor's Project Manager (or identified alternate) may be reached twenty-four (24) hours per day, on a year round basis. An answering service (or machine) is not acceptable. Contractor's Project Manager shall be on-site for all of the 40 billable hours, over 5 days per calendar week from 11:00 AM to 8:00 PM and shall not be included in the count to obtain minimum staffing levels. The schedule for the Contractor's Project Manager shall be approved by the JSD Director or Division Director or designee. County reserves the right to eliminate the Contractor's Project Manager's position at any time during the term of the Contract, including any extensions or renewals thereof, or change the number of hours required for service for the Contractor's Project Manager, in the best interest of the County. All adjustments to the Contractor's Project Manager's shift shall be approved by the JSD Director or Division Director or designee in advance with a minimum of two weeks' notice of any adjustment.

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

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

- a. Maintain an adequate Quality Control Program.
- b. Supervision and management of contractor staff.
- c. Respond to the County discrepancy reports on a weekly basis or when a discrepancy exists.
- d. Establish, with the advice and consent of the JSD Director or Division Director or designee, policy and procedures for all staff employed by the Contractor at the Juvenile Assessment Center.
- e. Ensure that all personnel are properly trained prior to being assigned to post.
- f. Be knowledgeable with and document that all staff receive a minimum of 2-hours monthly in-house training on issues to be identified by the JSD Director or Division Director or designee,

- e.g., Officer Safety, Client Searches, Facility Safety, Workplace Violence, Sexual Harassment, etc.
- g. Facilitate fire evacuation exercises and drills with all staff members on a monthly basis
- h. Meet with JSD Director or Division Director or designee on a weekly basis or as required
- i. Act on behalf of the Contractor on all matters relating to the daily operation of the services provided to the County.
- j. Conduct site review and participate in unannounced inspections of all three shifts a minimum of once every three calendar months. The inspections shall be done with the confidential cooperation and concurrence of the JSD Director or Division Director or designee.
- k. Ensure that the entire personnel are cross-trained for backups and replacement.
- l. Be knowledgeable and adhere to contractual standards and procedure regarding safety.
- m. Ensure that two female officers and two male officers shall always be present at the Juvenile Assessment Center for each shift. Any changes in schedule or the number of officers shall be determined by the JSD Director or Division Director or designee. One male officer and a female officer shall be present at the JAC and the other male officer and female officer shall be available to transport detainees. The JSD Director or Division Director or designee reserves the right to assign either transportation or JAC duties to any of the Officers on duty.
- n. Be trained and licensed to operate vehicles to transport arrested juveniles in compliance with Federal, State and local laws.
- o. Oversee the utilization of mugshot, DNA sample collection and Automated Fingerprint Information System (AFIS) by the Contractor's personnel.
- p. Assist the JSD Director or Division Director or designee, JSD Management, and the County with any investigation, when requested, that involves the care or custody of any client of the JAC or any discrepancy of services provided to the County according to the Contract.
- q. Additional duties as required.

## 2. Juvenile Care and Custody Supervisor

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

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

Supervisors shall be uniformed, and equipped with the two way communication equipment. The supervisors shall have the duties of inspection and training of personnel assigned to provide services to the County. The supervisor may assist Juvenile Care and Custody Officers, as needed. The supervisors will make inspection on all shifts, answer questions, resolve problems, respond to emergencies and otherwise complete tasks as identified in Section 2.0 of this document.

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

- a. Respond to on-site emergencies or to requests from the County, within thirty (30) minutes of occurrence/request.
- b. Make on-site inspections, answers questions, and advise staff on a twenty-four (24) hour per day basis.
- c. Provide technical and administrative advice on each shift.
- d. Assure proper assignment coverage. If an assigned post cannot be covered, the Contractor shall immediately notify the JSD Director or Division Director or designee.
- e. Provide training to each Juvenile Care and Custody Officer until assignment is fully understood, and prior to placing that individual on the assignment.

- f. Provide directions, follow-up training, and instructions to posted Juvenile Care and Custody Officers by making rounds and observing Juvenile Care and Custody Officers in the performance of their duty for each shift.
- g. Call attention of subordinates to any deviations from acceptable practices and procedures, instruct Juvenile Care and Custody Officers in proper methods and explain conditions under which deviations are permissible. All deviations shall be referred to the Contractor's Project Manager. In addition, said deviations and corrective action taken is to be recorded in post logbook.
- h. Respond to requests of subordinates for assistance.
- i. Exercise leadership ability.
- j. Maintain good personal and uniform appearance.
- l. Have working knowledge of radio procedures, codes and is able to train Juvenile Care and Custody Officers in the same
- m. Conduct investigations and assists the JSD Director or Division Director or designee or other JSD Staff personnel when requested by JSD Administration.
- n. Complete all necessary reports as specified in Section 2.7 herein. The original report shall be forwarded to the County.
- o. Review, correct and approve subordinates reports.
- p. Have knowledge of local jurisdictions and know who to call when incidents occur.
- q. Have a working knowledge of each assignment covered by the Contractor and train all newly assigned officers on the new assignments.
- r. Maintain facility log books.
- s. Ensure that personnel do not disturb papers on desks, open desk drawers or cabinets or use County telephones, except as authorized.
- t. Is properly equipped, in proper uniform and be otherwise able and qualified to provide temporary coverage of vacant posts for absent Juvenile Care and Custody Officers or as required by County staff.
- u. Ensure that Juvenile Care and Custody Officers have materials, uniforms, and equipment sufficient to perform required duties and which meet standards for completeness, condition, and appearance.
- v. Be knowledgeable and adhere to contractual standards and procedures.
- w. Be trained and licensed to operate vehicles to transport arrested juveniles in compliance with Federal, State and local laws.
- x. Cooperate with staff and JSD Management and investigate questionable acts or behavior observed or reported on facility premises and questions witnesses and suspects to ascertain or verify facts.
- y. Acknowledge and understand that the JAC Shift Commander or JSD Director or Division Director or designee may direct the Care and Custody Supervisor to place and/or rotate individual Care and Custody Officers to a variety of posts within any assigned shift. The JAC Shift Commander or the JSD Director or Division Director or designee may direct Care and Custody Officers to transport any client from site, on a 24 hour per day, year round basis, regardless of the number of Care and Custody Officers that may be present or remain at the facility

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

Additional duties as required.

### 3. Juvenile Care and Custody Officer Tasks

Contractor shall provide four five (4 5) active, on duty Juvenile Care and Custody Officers for A-Shift and C Shift. Five (5) active, on duty Juvenile Care and Custody Officers for B Shift with one of the five officers working from 7pm to 3am. The shifts, which are further defined above in Juvenile Care and Custody Supervisor, Section 2.5(2), shall be covered by the Contractor on a 24 hour per day, year round basis. Two female officers and two male officers shall always be present at the Juvenile Assessment Center for each shift. Due to operational necessity the above staffing requirement maybe changed by the JSD Director or Division Director or designee at any time during the Contract by notifying the vendor of the necessary change verbally with a written follow up.

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

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

- a. Juvenile Care and Custody Officers shall in all instances be equipped with radios, flashlights, and latex gloves.
- b. Report to work on time and remain on assigned duties until relieved as required.
- c. Maintain good personal and uniform appearance; is courteous to the juvenile detainees, public, County, State and other municipal personnel at all times.
- d. Covers an assignment at a fixed post or patrol an area or facility for the purpose of maintaining care, custody, and control of detainees; and detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- e. Intervene to terminate injurious acts and discipline or sanction individuals where circumstances and conditions warrant.
- f. Communicate effectively with the juvenile detainees, public, County, State and other municipal personnel; directs visitors to personnel and services within the facility.
- g. Personnel shall be cross trained and assume the duties of staffing and operating the central security control center; staffing the public entrance check in point; provide internal security and juvenile behavior management; provide a thorough search of arrestee (only male staff will search male juveniles and only female staff will search female juveniles); and coordinate the performance of a Contract with County staff in accordance with written policies and procedures. These procedures specifically include completing intake admissions documents, fingerprinting and photographing of JAC clients using mugshot, AFIS and DNA sampling; removal, inventory, photographing and security of JAC clients personal property; and facilitating the ingress and egress from the facility of JAC clients, visitors, and law enforcement personnel.
- h. Conduct inventory checks and verify the security of detainee property and other areas where equipment or materials of value are stored on a daily basis. The Contractor shall be responsible for the security of detainee's property.
- i. Lock and unlock gates and doors at designated times.
- j. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas.
- k. Respond or report on ill or injured juveniles, visitors, or employee, renders first aid, and notify supervisor if further assistance is considered necessary or desirable.
- l. Assist ill, injured, or disabled clients in personal hygiene, when necessary.
- m. Perform minor operations and/or records data in connection with the operation of facility utility systems when required by written instructions from the JSD Director or Division Director or designee.
- n. Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to appropriate maintenance personnel.
- o. Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment.
- p. Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations, evaluate situations encountered, and tasks action as prescribed in Post Orders and/or facility self-protection plans.
- q. Cooperate with JSD Management and investigate questionable acts or behavior observed or reported on facility premises and questions witnesses and suspects to ascertain or verify facts.
- r. Operate a motor vehicle owned by the Contractor to transport detainees when needed. Be trained and licensed to operate vehicles to transport arrested juveniles in compliance with Federal, State and local laws. Transport juveniles in a vehicle owned by the Contractor when assigned.
- s. Maintain order and uses good judgment and discretion in handling unruly juvenile detainees.
- t. Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports.

- u. Provide escort services and assists in other Care and Custody Services as required, to include providing for security of JSD clients at any medical or treatment facility.
- v. Maintain law and order within areas of assignment.
- w. Operate all entrance control posts. Perform package inspections, when directed by the JSD Director or Division Director or designee, through Post Orders, checks identification cards and records names of ALL PERSONNEL wishing to enter the Juvenile Assessment Center facility.
- x. Safeguard and protect all existing structures, equipment, utilities, services, etc. against damage or interrupted service. Contractor shall be responsible for any damage to the property occurring by reason of his negligence, on the property.
- y. Additional duties as required.

**2.6 Additional Personnel**

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

**2.7 Changes In Assignment**

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

**2.8 Overtime Rates**

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

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

**2.9 JSD Provided Training**

Initial required training of the Contractor's Project Manager, Juvenile Care and Custody Supervisor, and Juvenile Care and Custody Officers will be provided by JSD. This training will consist of Facilities Protective Action Response (PAR) and Florida Department of Juvenile Justice (DJJ) transportation training and any other essential skills training required in accordance with Florida Statute chapter 985.66 and Administrative Rule 63H-2.001 prior to being in the presence of youth.

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

After the initial training, the training requirements outlined in 2.9 Requirements, Section 2.10 will be in effect.

**2.10 Training**

Contractor shall provide training to all personnel in order that the County may be assured said personnel are capable of assuming the responsibilities for their assignments in accordance with FLA. Statute (F.S.) ~~985.209~~ 985.66 for Juvenile Assessment Centers and all other requirements by County and State in serving arrested juveniles. Contractor shall provide this training at no additional cost to the County. All personnel shall successfully complete and pass the course prior to assumption of duty under this Contract. This training course, to be developed by the Contractor and approved

by the JSD Director or Division Director or designee, shall include certain minimum requirements for subject matter and hours of instruction.

#### 1. Evaluation of Training

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

#### 2. Training Manager Manager

Training Manager shall have the following certifications:

- a. Instructor's certification given by the Florida Department of Juvenile Justice and Florida Department of Law Enforcement
- b. Certification by the American Red Cross for Cardio Pulmonary Resuscitation (CPR) and emergency defibrillators.
- c. Certification by the Florida Department of Juvenile Justice as an instructor for secured juvenile facilities, including Protective Action Response (PAR).
- d. Certificate of Completion of 120 hours of pre-service training approved by Department of Juvenile Justice.

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

#### 3. Course of Instruction

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

#### 4. Certification of Training

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

#### 5. Training for Care and Custody Services Personnel

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

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

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

##### i. Administrative

- Criminal/Juvenile Justice System (Legal)
- Professionalism and ethics
- Juvenile rights and responsibilities
- Confidentiality/HIPAA
- Association with juvenile/criminal elements
- Orientation to Miami-Dade County

- History and role as public service provider
- Contract personnel as representatives of County.
- Introduction to the facility
- Role of JSD Director or Division Director or designee
- Miami-Dade County Policy and Procedures/JSD Procedures
- Red Flags

**ii. Social Theories/Behavior Management**

- Counseling techniques/report writing
- Interpersonal/Communication Skills relations
- Supervision of juveniles/Understanding youth
- Gang awareness
- Suicide prevention
- Human diversity
- Sexual harassment
- Prison Rape Elimination Act (PREA)
- Victimization and Sexually Aggressive Behavior (VSAB)
- Trauma Informed Care
- Human Trafficking
- Mental health and substance abuse

**iii. Security and Control**

- Incident Reports/report writing
- Protective Action Response (PAR)
- Information and security awareness
- Key/Tool Control
- Visual inmate checks
- Facility Inspections
- Search/Frisk procedures
- Facility ingress/egress
- Waiting room procedures
- Intake/Control/Locker procedures/Property mgmt.
- Active shooter preparedness

**iv. Safety and Emergency Procedures**

- Escape prevention and response
- Emergency procedures/fire evacuation/disorder
- Sting/mass arrest procedures
- Safety inspections/bomb threat/evacuation plan
- Blood borne pathogens
- Universal Precautions/HIV awareness
- Child abuse reporting
- CPR and First Aid

**b. Testing Requirements**

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

**i. Retention of Information**

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

**ii. Report Writing**

This portion of the test shall be designed to assess the individual's ability to succinctly summarize pertinent information related to an incident and to prepare the proper reports meeting the requirements for legibility and English fluency. While the Contractor may exercise some discretion

in the format of the test but ultimately the JSD Director or Division Director or designee shall approve the test. The test shall at a minimum require employees to select the appropriate report(s), select pertinent facts from a written narrative, oral presentation, or film depicting an event, and to complete the report in an adequate manner.

**c. Site Orientation Training**

Contractor shall provide eight (8) hours of on-site training for Juvenile Care and Custody Officers in order to familiarize each Juvenile Care and Custody Officer with each post. Additional hours, approved by the County, may be required at specific posts, and shall be detailed in the appropriate Post Orders. County will reimburse the Contractor at an hourly rate equal to the current Living Wage for Site Orientation training. Said training shall be conducted by a Juvenile Care and Custody Supervisor who is fully qualified at that post. The trainee is not to be in an active duty status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each different job site to which the officer is assigned. The measure of success for the training shall not be the time invested (e.g. eight (8) hours) but rather the effectiveness with which the trained employee is able to perform post duties. County shall be the sole assessor of that effectiveness. Site Orientation Training shall consist of the following:

**6. Training for Juvenile Care and Custody Supervisors**

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

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

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

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

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

**2.11 Employee Personnel File**

Contractor shall maintain on site, throughout the term of the Contract employee personnel files. Complete and duplicate file on each employee or sub-contracted employee assigned to provide services to the County. The file shall contain copies of but not limited to the following documents:

- Polygraph Reports
- Training records
- Test results
- Certification
- Proof of education
- Employment application
- Initial background investigation

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

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

## 2.12 County-Furnished Items

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

### a. Facility Post Orders

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

### b. Forms

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

### c. Replacement

Contractor shall be responsible for all equipment issued by the County to Contractor solely for performance of the work contained herein. Contractor shall reimburse County, at current market rates, for all equipment that is lost, damaged, stolen, or otherwise unavailable. Upon termination of this Contract all equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

## 2.13 Items Furnished By The Contractor

### a. Work Materials

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

### b. Uniforms for Juvenile Care and Custody Officers and Supervisors

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

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

- Trousers, all-season weight, military style.
- Blazers
- Shirt/blouse, short or long sleeves - military style.
- Belt-solid black
- Neck tie-solid black (clip-on tie for men; cross over tie for women)
- Tie bar

- Socks-solid black
- Shoes-solid black
- Shoulder patches lettered to indicate the name of the Contractor shall be worn on both shoulders of the uniform and shirt. No other identification of the Contractor or personnel shall be worn or displayed on the uniform except for an optional hat.
- "Uniform or Stetson Hat" - with badge that identifies the Contractor. Regulation uniform hats may be required at certain sites and shall be provided by the Contractor.
- Name tags to be worn over the right breast shirt pocket.
- Foul weather clothing, including raincoats, boots, and/or security jacket, shall be worn by those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Juvenile Care and Custody Officer, and marked with Contractor identification, logo or name, or an insignia.
- All personnel shall wear clean, pressed uniforms at all times while on duty at the County.
- Field type uniforms may be worn at certain places with prior approval of the JSD Director or Division Director or designee.
- Black Gun Belt (without the gun)
- Snap belt (under gun belt)
- Winter Coat
- One pair of handcuffs with case.
- Four belt keepers.

#### **Equipment for Juvenile Care and Custody Officers**

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

##### **Unarmed Juvenile Care and Custody Officers**

- Belt, without shoulder strap
- Flashlight; heavy-duty (2 or more D-cells)
- Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements as specified in this ITB.
- Latex gloves

#### **2.14 Authorized Use of Equipment and Uniform**

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

#### **2.15 Maintenance of Uniforms and Equipment**

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

#### **2.16 Communication System**

##### **1. Handheld Radios**

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

**2. System Quality**

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

- a. Contractor shall provide a network of transceivers and repeaters of sufficient strength and capacity to service the facility.
- b. Contractor shall ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion; hence, the Contractor should select a channel, i.e. frequency that is not overloaded with non-Contract users.
- c. Contractor shall implement a program of maintenance and repair for all equipment to be used in providing services to the County. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standards specified above.
- d. Contractor shall ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the Contractor to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County will provide safe storage and electric power (for charging), but this cannot be guaranteed. JSD Director or Division Director or designee may identify to the Contractor, upon request, those posts where power is not available.

**3. County Evaluation of Radio Communication System**

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

**2.17 Restraining Devices**

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

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

**2.18 Vehicles (Additional Services)**

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

- a. Vehicle shall be a van able to transport nine (9) seated passengers.
- b. Vehicle shall be caged to separate juveniles from the two (2) Juvenile Care and Custody Officers driving the vehicles.
- c. Vehicle shall be equipped with safety equipment and storage bins for juvenile's property, and must have a step for youth to step up to get into the vans.

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

**2.19 Quality Control Plan**

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

**1. Inspection System**

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

**2. Corrective Action Procedures**

Corrective Action Procedures to be used by the Contractor, to respond to, and correct deficiencies in services, which have been identified by either the Contractor or the County. This shall be provided as standard operating procedures for the facility.

**2.20 Examination of Records**

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

**2.21 Sensitive Information**

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

**2.22 Reporting Requirements & Procedures**

Contractor shall comply with the following reporting requirements and procedures:

- a. Any unusual events shall be written in the post logbook briefly, so that the JSD Director or Division Director or designee can identify the principals later if a further investigation is needed. This bound logbook is the property of the Contractor, but it shall be held in reserve for one year past the last service to the County at that site, and provide them immediately to the County.
- b. In addition, Juvenile Care and Custody Officer shall fill out daily visitor's sheets, audit forms, etc. as outlined in Post Orders and make available or turn these over to the Contractor's Project Manager.
- c. An extraordinary, single incident report shall be completed whenever force is used on a juvenile, anyone is injured, or a major criminal act occurs. Juvenile Care and Custody Officers shall consult Supervisors when in doubt about special reports.
- d. It is of prime importance to write up salient facts in the Post Log, but any incident that requires a special report shall also be verbally reported to the JSD Director or Division Director or designee and JSD Management immediately after the incident occurs.
- e. Weekly schedule shall be written and turned in to the JSD Director or Division Director or designee.

**2.23 Bid Bond**

All Proposals shall be accompanied by a bid bond in the form of a Certified Check, Cashier's Check or Bid Bond in the amount of \$10,000 payable to the Board of County Commissioners of Miami-Dade County, Florida. Subsequent contract award shall be conditioned upon the selected Proposer submitting the stipulated bid bond within fifteen (15) calendar days following notice of award, in the form and manner required by the County. Any offer which is not accompanied by a proposal bid bond shall be considered unacceptable and/or non-responsive and ineligible for award. In case of failure or refusal to submit the bid bond within the time stated, the security submitted with the offer shall be forfeited as liquidated damages because of such failure or default. All Proposers shall be entitled to the return of their bid bond within ten (10) calendar days after execution of a contract between a successful vendor and Miami-Dade County.

**2.24 Performance Bond**

Contractor shall provide a Performance Bond in the amount of 10% of the total annual contract price. The Performance Bond must be effective for at least the first year of the contract and then shall be renewed or replaced, so that the Performance Bond is in effect throughout the term of the Contract. The Performance Bond shall be prepared on the applicable bond form(s). It may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as specified in Section 5.0. No other form shall be accepted. The Performance Bond shall be delivered to the County within 15 calendar days after formal notice is issued by the County. If the Contractor fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the County shall not accept any future Proposal from that Contractor for a twelve (12) month period following such default.

**3.0 RESPONSE REQUIREMENTS**

**3.1 Submittal Requirements**

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

**4.0 EVALUATION PROCESS**

**4.1 Review of Proposals for Responsiveness**

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

**4.2 Evaluation Criteria**

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Competitive Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance	10
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20
3. Proposer's approach to providing the services requested in this Solicitation	30
4. Proposer's Financial Capability	10
5. Training	20
<u>Price Criteria</u>	<u>Points</u>
6. Proposer's proposed price	10

**4.3 Oral Presentations**

Upon evaluation of the technical criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

**4.4 Selection Factor**

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

OR

A Selection Factor is not applicable to this Solicitation.

OR

*(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):*

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

**4.5 Local Certified Veteran Business Enterprise Preference**

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submittal form.

**4.6 Price Evaluation**

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

**4.7 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 or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive 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 Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

**4.8 Negotiations**

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may 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.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to 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 is or has been involved within the last three years.

**4.9 Contract Award**

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. 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. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

**4.10 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 Implementing Order No. 3-21.

**5.0 TERMS AND CONDITIONS**

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

**a) Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

**b) Insurance Requirements**

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

**c) Inspector General Reviews**

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 indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

**d) User Access Program**

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

**6.0 ATTACHMENTS**

- Draft Form of Agreement
- Proposal Submission Package
- B-1 Form Price Proposal Schedule
- Proposer Information
- Attachment A** Affidavit of Good Moral Character