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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum



Date: April 1, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

Agenda Item No. 8(P)(6)

From: Daniella Levine Cava 
Mayor

Resolution No. R-359-25

Subject: Recommendation to Award a Contract for Care & Custody Services for Juvenile Detainees

Summary

This item is for the purchase of care and custody services for juvenile detainees processed at the Juvenile Assessment Center (JAC) managed by the Juvenile Services Department (JSD). The services include but are not limited to, providing well-trained and experienced Juvenile Care and Custody Officers to ensure the safety and security of the facility and the juvenile detainees, in accordance with the State of Florida, Department of Juvenile Justice requirements. JSD serves as the processing and assessment center for all juveniles detained in Miami-Dade County. Approval of this contract will allow for care and custody services and the safe transportation of juvenile detainees processed at the JAC.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0013016, Care & Custody Services for Juvenile Detainees*, to Universal Protection Service, LLC dba Allied Universal Security Services in the amount of \$16,091,562 for an eight-year term for JSD. This contract will replace *Contract No. RFP-00356* approved by the Board via Resolution No. R-838-17.

Background

A Request for Proposals (RFP) was issued under full and open competition on September 11, 2024. The solicitation was extended, and an additional blast notification was sent to potential proposers in order to increase the number of proposals received. On the closing date of October 18, 2024, the County received two proposals, both from local firms. Upon review of the proposals received, the County identified a potential responsiveness issue from one proposing entity and requested a legal review of the proposal. On November 21, 2024, the CAO notified the Strategic Procurement Department (SPD) that while the proposer did not adequately respond to questions in the proposal information section, the proposer was responsive and should be scored accordingly during evaluation of proposals. The evaluation meeting was conducted on January 14, 2025, and negotiations concluded in February 2025. The Selection Committee Coordinator report is attached. The contract will provide care and custody and transportation services to juvenile detainees processed at the JAC.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the eight-year term is \$16,091,562. The current contract is valued at \$11,813,500 for a seven-year and six-month term and will expire on April 30, 2025. The annualized allocation under the proposed contract is approximately 28 percent higher than the current contract due to higher hourly rates for personnel and projected Living Wage increases for the term of the contract.

Department	Allocation	Funding Source	Contract
JSD	\$16,091,562	General Fund / Surcharge	Cristina Molina
Total	\$16,091,562		

Track Record/Monitor

Pearl Bethel of SPD is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to execute the agreement and exercise all provisions of the contract, including any cancellation or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Universal Protection Service, LLC dba Allied Universal Security Services	450 Exchange Irvine, CA	7200 NW 19 Street Miami, FL	4319	Lillian Kleintop
			20.54%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendor Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Florida Protection & Consulting, LLC	Yes	Evaluation Scores/Ranking

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program applies where permitted by funding source.
- The Small Business Enterprise Selection Factor and Local Preference applied where permitted by funding source.
- The Living Wage Ordinance applies.

Attachment



Cathy Burgos, LCSW
Chief Community Services Officer

Memorandum



Date: January 29, 2025

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

Thru: Lydia Osborne, Ph.D., CPPO, CPPB, NIGP-CPP *Lydia Osborne*
Assistant Director

From: Stacy-Ann Brown *Stacy-Ann Brown*
Selection Committee Coordinator

Subject: Report of Competitive Selection Committee for Request for Proposals (RFP) No. EVN0013016 - Care & Custody Services for Juvenile Detainees

The Strategic Procurement Department (SPD) issued a competitive Request for Proposals on September 11, 2024, on behalf of the Juvenile Services Department (JSD), to obtain proposals from qualified firms to provide Care & Custody Services for juvenile detainees processed at the Miami-Dade County Juvenile Assessment Center (JAC). The County anticipates awarding a contract for eight years.

On October 18, 2024, two proposals were received in response to the solicitation. The Competitive Selection Committee (Committee) has completed the evaluation of proposals following the guidelines published in the solicitation.

Competitive Selection Committee meeting dates:

December 16, 2024, and December 23, 2024 (Kick-off)
January 14, 2025 (Evaluation, Scoring and Recommendation)

Verification of compliance with contract measures:

A Small Business Enterprise selection factor was assigned to this solicitation. The selection factor was not applicable to any of the proposers.

Verification of compliance with minimum qualification requirements and responsiveness:

The solicitation had minimum qualification requirements which were reviewed by the Selection Committee Coordinator and Jessica Landestoy of the client department, (JAC). Both proposers met the requirements.

The proposal from Florida Protection & Consulting LLC (Florida Protection) was forwarded to the County Attorney's Office (CAO) for review. The CAO responded advising that Florida Protection failed to provide a written response to all questions in the Proposer Information Section. Florida Protection, however, did submit an executed RFP form and a Price Proposal Schedule. Consistent with prior opinions of the CAO's Office, Florida Protection's proposal was deemed responsive. CAO opinion is attached.

Local Certified Veteran's Business Enterprise Preference:

Veteran's Preference was considered. None of the proposers qualified for the preference.

Office of the Inspector General (OIG) and/or Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):

Staff submitted a request to OIG on October 22, 2024. A response was received on October 23, 2024, advising that no reports were found. Staff submitted a request to COE on October 22, 2024. A response was received on October 22, 2024, advising that no reports were found.

Office of the Commission Auditor (OCA) Background Check:

MDC003

Staff provided Committee members with the Neutrality Affidavits, along with the list of proposers and subcontractors, to complete. Staff submitted Committee members' completed Neutrality Affidavits and Resumes to OCA. A response from OCA was received advising no conflicts of interest were identified.

Summary of scores:

The Committee conducted scoring in accordance with the criteria outlined in the solicitation. The Committee decided not to hold oral presentations. The final scores are as follows:

Proposer	Technical Score (max. 4500)	Price Score (max. 500)	Total Combined Score (max. 5000)
1. Universal Protection Service LLC dba Allied Universal Security Services	4400	490	4890
2. Florida Protection & Consulting, LLC	390	280	670

Upon review of the scores, there were several variances identified that exceeded 33% of the average score award by all Committee Team members by criteria for Florida Protection. After discussion of the variances among Committee members, several remained, but there was no change in ranking. The Committee members with variances stated that their scores were based on their independent evaluations and the discussions held.

Local Preference:

Local Preference was considered, but did not affect the outcome as the highest ranked proposer is local.

Administrative Leave Eligibility:

The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator's notification; initial scoring within 30 calendar days of Selection Committee Coordinator's completion of required reviews; and are hereby entitled to one day of paid administrative leave pursuant to Implementing Order No. 3-34.

Employee's Name	Employee's Department
Laruen F. Rabbito	JSD
Maritza Zuaznabar	Housing and Community Development
Cristina M. Molina	JSD
Reynaldo Romero	Correction and Rehabilitation Department
David Watson	Community Action and Human Services Department

Deadlines for Completion of Tasks During Evaluation:

Implementing Order No. 3-34, Formation and Performance of Competitive Selection Committees and Implementing Order No. 2-13, Guidelines and Procedures Regarding Legal Opinions, establishes certain timeframes for the completion of reviews and receipt of information during the evaluation phase. Timeframes for completion of tasks are included in the table below:

Task	Date	Number of Days* per I.O.	Actual Number of Days*
Proposals received	10/18/24	N/A	N/A
Upon Proposal Submission: SPD Review within 10 Calendar Days			
SPD sent proposals to CAO for responsiveness	10/22/24	10	4
SPD sent list of proposers/subcontractors to Committee members for Neutrality Affidavit/Resume	12/9/24	10	52

<u>Task</u>	Date	Number of Days* per I.O.	Actual Number of Days*
After SPD Review Above: Below Tasks Completed Concurrently within 30 Calendar Days Total			
Four Committee members returned completed Neutrality Affidavit/Resume to SPD within three days of request	12/12/24	3*	3*
One Committee member did not return completed Neutrality Affidavit/Resume to SPD within three days of request	12/16/2024	3*	5*
SPD sent received Neutrality Affidavit/Resume to OCA for background check	12/17/24	NA	5
OCA returned background checks to SPD	1/6/25	5*	12*
CAO provided opinion to SPD	11/25/24	30	34
After Above Tasks Completed, Conduct Scoring Meeting(s)**			
Scoring meeting	1/14/25	30	8

* All numbers listed are calendar days except when marked with an asterisk are business days.

**Scoring to be scheduled within 30 days from all required background checks, responsiveness and compliance reviews

SPD requested a list of potential Committee members from JSD on September 24, 2024. JSD responded on November 1, 2024. The Committee was appointed by the Office of Small Business Development on November 26, 2024. This led to a delay in distributing the Neutrality Affidavit to Committee members. Additionally, after submitting the neutrality affidavit to OCA for background checks, additional verification was needed for members who requested exemptions.

One Committee member, David Watson, was out of the office when the Neutrality Affidavit was requested, therefore did not return the Neutrality Affidavit by the deadline; Committee member returned Affidavit immediately upon return to work.

Negotiations:

The Committee recommends that the County enter into negotiations with the highest ranked proposer, Universal Protection Service LLC dba Allied Universal Security Services (Allied). The following individuals will participate in the negotiations:

Stacy- Ann Brown, Procurement Contracting Officer, SPD
Latawun Bess, Director, JSD
Cristina M. Molina, Division Director of Administrative Services, JSD

Technical and operational assistance and feedback will be requested from appropriate staff as needed during the negotiation process.

Consensus Statement:

The Committee concurred that Allied is highly qualified to continue providing the requested services as the incumbent. Allied's proposal provided a clear and concise approach as to how they would undertake the requirements of the solicitation.

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet. Your approval of the Committee's recommendation is requested.

Approved

MDC005



Digitally signed by Namita
Uppal
DN: cn=Namita Uppal, o=Miami
Dade County, ou=Chief
Procurement Officer,
email=uppaln@miamidade.gov,
c=US
Date: 2025.01.31 18:04:16
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Namita Uppal, C.P.M.
Director and Chief Procurement Officer

Date

Memorandum



Date: November 21, 2024

To: Stacy Ann Brown
Procurement Contracting Officer
Strategic Procurement Department

From: Eduardo W. Gonzalez
Assistant County Attorney

Subject: Request for Responsiveness Determination
RFP No. EVN0013016 - Care & Custody Services for Juvenile Detainees

This opinion is provided in response to your written request for a responsiveness determination dated October 22, 2024. On October 18, 2024, two proposals were received for the above-referenced solicitation. One of the proposers, Florida Protection & Consulting, LLC (“Florida Protection & Consulting”), failed to provide a written response to all questions in the Proposer Information Section. Florida Protection & Consulting, however, did submit an executed RFP form and a Price Proposal Schedule. Consistent with prior opinions of this office, Florida Protection & Consulting’s proposal is responsive. Florida Protection & Consulting’s failure to submit all or parts of the Proposer Information Section will likely result in low technical scores and may raise issues of vendor responsibility. Furthermore, the County cannot provide Florida Protection & Consulting an opportunity to submit a fully completed Proposer Information Section after the proposal submittal deadline because such an opportunity would provide Florida Protection & Consulting an unfair competitive advantage over other proposers.

/s/ Eduardo W. Gonzalez
Eduardo W. Gonzalez

RFP NO. EVN0013016
TITLE: Care & Custody Services for Juvenile Detainees
EVALUATION OF PROPOSALS

COMPOSITE

EVALUATION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (L5 members)	Florida Protection & Consulting, LLC	Universal Protection Service LLC dba Allied Universal Security Services
	Proposer's relevant experience, qualifications, and past performance	100	500	145	495
	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	200	1000	200	965
	Proposer's approach to providing the Services requested in this Solicitation	300	1500	0	1500
	Proposer's Financial Capabilities	100	500	45	470
	Recruitment and Training	200	1000	0	970
	Total Technical Points	900	4500	390	4400
	Selection Factor <i>(Not Applicable)</i>				
	Total <i>(Technical & Selection Factor)</i>	900	4500	390	4400
	Price Points	100	500	280	490
	TOTAL POINTS	1000	5000	670	4890
Ranking					

Signature:	Print Name:
Coordinator	Stacy-Ann Brown
Reviewer	Print Name:
	Patricia Valcour

Post

RFP NO. EVN0013016
TITLE: Care & Custody Services for Juvenile Detainees
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Lauren Rabbito

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Florida Protection & Consulting, LLC	Universal Protection Service LLC dba Allied Universal Security Services
Proposer's relevant experience, qualifications, and past performance		100	30	100
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		200	50	200
Proposer's approach to providing the Services requested in this Solicitation		300	0	300
Proposer's Financial Capabilities		100	0	80
Recruitment and Training		200	0	180
Total Technical Points		900	0	0
Price Points		100	40	100
TOTAL POINTS		1000	0	0

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

SIGNATURE

DATE

1.14.2025

Pre-Post

RFP NO. EVN0013016
TITLE: Care & Custody Services for Juvenile Detainees
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Cristina M. Molina

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Florida Protection & Consulting, LLC	Universal Protection Service LLC dba Allied Universal Security Services
Proposer's relevant experience, qualifications, and past performance		100	25	100
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		200	50	200
Proposer's approach to providing the Services requested in this Solicitation		300	0	300
Proposer's Financial Capabilities		100	0	100
Recruitment and Training		200	0	200
Total Technical Points		900	0	0
Price Points		100	50	100

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

C. Molina SIGNATURE 1/14/2025 DATE

Page 8

RFP NO. EVN0013016
TITLE: Care & Custody Services for Juvenile Detainees
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Reynaldo Romero

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Florida Protection & Consulting, LLC	Universal Protection Service LLC dba Allied Universal Security Services
Proposer's relevant experience, qualifications, and past performance		100	20	100
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		200	50	175
Proposer's approach to providing the Services requested in this Solicitation		300	0	300
Proposer's Financial Capabilities		100	25	100
Recruitment and Training		200	0	200
Total Technical Points		900	0	0
Price Points		100	50	100

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

1/14/2025
1/14/2025
DATE


SIGNATURE

Post

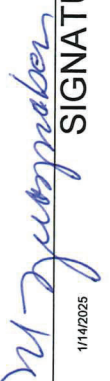
RFP NO. EVN0013016
TITLE: Care & Custody Services for Juvenile Detainees
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Maritza Zuaznabar

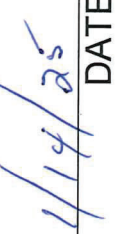
EVALUATION CRITERIA	PROPOSERS	Maximum Points	Florida Protection & Consulting, LLC	Universal Protection Service LLC dba Allied Universal Security Services
Proposer's relevant experience, qualifications, and past performance		100	40	100
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors		200	30	200
Proposer's approach to providing the Services requested in this Solicitation		300	0	300
Proposer's Financial Capabilities		100	0	95
Recruitment and Training		200	0	200
Total Technical Points		900	0	0
Price Points		100	80	100

MDC012

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

 **SIGNATURE**

1/14/2025

 **DATE**

Post

RFP NO. EVN0013016
TITLE: Care & Custody Services for Juvenile Detainees
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: David Watson

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Florida Protection & Consulting, LLC	Universal Protection Service LLC dba Allied Universal Security Services
Proposer's relevant experience, qualifications, and past performance		100	30	95
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		200	20	190
Proposer's approach to providing the Services requested in this Solicitation		300	0	300
Proposer's Financial Capabilities		100	20	95
Recruitment and Training		200	0	190
Total Technical Points		900	0	0
Price Points		100	50	90

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

1/14/25

DATE

SIGNATURE

Memorandum



Date: February 26, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

Subject: Request to Process Late Departmental Agenda Item

Namita Uppal

Digitally signed by Namita Uppal
DN: cn=Namita Uppal,
o=Miami Dade County,
ou=Chief Procurement
Officer,
email=uppaln@miamidad
e.gov, c=US
Date: 2025.02.21 18:42:51
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I am requesting that the resolution approving award of contract EVN0013016, Care and Custody Services for Juvenile Detainees, be processed for agenda placement on the March Committee Cycle.

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, this item is time sensitive and critically important to the Juvenile Service Department (JSD). The contract provides well trained, and experienced Juvenile Care and Custody Officers to provide care and custody, transportation services and security services on the non-secure second floor, for juvenile detainees processed at the Miami-Dade County Juvenile Assessment Center (JAC) located at 275 NW 2nd Street, Miami, FL 33128. Placement of this item on the March Committee Cycle is necessary to ensure continuity of services.

Therefore, please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.

Cathy Burgos

Approved by Mayor or Mayor's Designee

Print Name

Demetria Henderson

Approved by Legislative Director or Designee

Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: April 1, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(6)

Please note any items checked.

- ☐ "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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(6)
4-1-25

RESOLUTION NO. R-359-25

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0013016 TO UNIVERSAL PROTECTION SERVICE LLC DBA ALLIED UNIVERSAL SECURITY SERVICES FOR CARE & CUSTODY SERVICES FOR JUVENILE DETAINEES IN A TOTAL AMOUNT NOT TO EXCEED \$16,091,562.00 FOR AN EIGHT-YEAR TERM FOR THE JUVENILE SERVICES DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

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:

Section 1. This Board approves award of Contract No. EVN0013016 to Universal Protection Service LLC dba Allied Universal Security Services for Care & Custody Services for Juvenile Detainees in a total amount not to exceed \$16,091,562.00 for an eight-year term for the for the Juvenile Services Department

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract, including any cancellation or extensions, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38. A copy of the contract is on file with and available upon request from the Strategic Procurement Department.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Roberto J. Gonzalez** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Oliver G. Gilbert, III	aye	Roberto J. Gonzalez	aye
Keon Hardemon	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of April, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez

Contract Title: Care & Custody Services for Juvenile Detainees
Contract No.: EVN0013016

THIS AGREEMENT for the provision of Care & Custody Services for Juvenile Detainees, made and entered into as of this _____ day of _____ by and between Universal Protection Service LLC dba Allied Universal Security Services, a limited liability corporation organized and existing under the laws of the State of Florida, having its principal office at 7200 Corporate Center, Suite 600, Miami, Florida, 33126 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide care and custody services for juvenile detainees, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0013016 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated October 18, 2024 (the "Contractor's Proposal") which is incorporated herein by reference; and

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

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The words "Common Carrier/Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
- c) The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
- d) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- e) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- f) The word "Contractor" to mean Universal Protection Service LLC dba Allied Universal Security Services and its permitted successors.
- g) The word "Days" to mean calendar days.
- h) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- i) The words "Developed Works" to mean 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.

- j) The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.
- k) The words "Joint Venture" to mean shall mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
- l) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- m) The word "Neurodivergent" shall refer to the concept that certain developmental disorders are normal variations in the brain, and people who have these features also have certain strengths. Besides Attention Deficit Hyperactivity Disorder (ADHD), neurodiversity commonly refers to people with autism spectrum disorder, dyslexia, dyspraxia, and other learning disabilities.
- n) The words "Produced in the United States" to mean shall mean with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
- o) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- p) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- q) The words "Service" or "Services" to mean the provision of care and custody services of juvenile detainee services in accordance with the Scope of Services.
- r) 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.
- s) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 50, 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. EVN0013016 and any associated addenda and attachments thereof, and 5) 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 terms "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 Project Manager.

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

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this Agreement and shall continue through the last day of the 96th month, thereafter. The County may extend this Contract for up to an additional 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 (the "Board").

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: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager:

Miami-Dade County Juvenile Services Department
275 NW 2nd Street
Miami, Florida
Attention: Cristina Molina
Phone: 305-755-6204
E-mail: CristinaM.Molina@miamidade.gov

and

b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

Universal Protection Service LLC dba Allied Universal Security Services
7200 Corporate Center, Suite 600
Miami, FL 33126
Attention: Lillian Kleintop
Phone: (305)262-7123
E-mail: Lillian.Kleintop@aus.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. 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 below. 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.

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

CERTIFICATE MUST BE DELIVERED TO:

Miami-Dade County
Strategic Procurement Department
111 NW 1st Street
Suite 1300
Miami, FL 33128

The following specifications shall apply to any bond provided:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount Best Rating
500,001 to 1,500,000 B V
1,500,001 to 2,500,000 A VI
2,500,001 to 5,000,000 A VII
5,000,001 to 10,000,000 A VIII
Over 10,000,000 A IX

B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued.
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.
Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
4. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
5. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training, and Development Inc. will also be acceptable.
6. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and/or as long as the funds are being held by Miami-Dade County.
7. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

ARTICLE 8. LIVING WAGE

The Contractor shall comply with the provisions of Section 2-8.9 of the Code of Miami-Dade County, also known as the Living Wage Ordinance (Appendix C, Living Wage Ordinance) and hereby acknowledges awareness of the penalties for non-compliance.

ARTICLE 9. 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 to be performed under this Contract. The compensation for all Work/Services performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 10. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods except that prices shall be adjusted in accordance with the Miami-Dade County Living Wage rate adjustment, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 11 METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:
Miami-Dade County, Finance Shared Services
111 NW 1st Street, 26 Floor
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Juvenile Service Department
Miami-Dade County Juvenile Services Department
275 NW 2nd Street
Miami, Florida
Attention: Cristina Molina

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

ARTICLE 12. INDEMNIFICATION AND INSURANCE

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

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) 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 Chapter 440, Florida Statutes.
2. Commercial General Liability with no exclusions for Abuse & Molestation in an amount not less than \$1,000,000 each occurrence \$2,000,000 aggregate. Products/completed operations and personal & adv injury \$1,000,000 each occurrence \$2,000,000 aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

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 "A-" as to management, and no less than "Class VII" as to financial strength, by 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 Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

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 ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business 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 fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 13. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- 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 14. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 15. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 16. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the 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 Contractor's 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 comply with 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 authorize the County Mayor 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 Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor 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 Mayor 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 Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor 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 Mayor, 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.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 17. 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 the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or

subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

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

ARTICLE 18. 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 Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 19. AUDITS

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

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. 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 20. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 21. 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 22. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes 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, omissions, 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 Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.

- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 23. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 24. 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 25. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also 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 pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractors attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting 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 Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");

- ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable 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
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, 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. non-cancelable 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.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 26. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed 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; or
 - viii. the Contractor fails to comply with Article 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the

compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

- i. treat such failure as a repudiation and/or material breach of this Agreement; and
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 27. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "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 Work upon the Effective Termination Date.

ARTICLE 28. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, 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 re-procurement 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 29. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect

the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

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

ARTICLE 30. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 31. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

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

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the

contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

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

ARTICLE 32. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 33. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) **Supplier/Vendor Registration**
The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.

- b) Conflict of Interest and Code of Ethics
- Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 34. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "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 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, 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. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) 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 of one percent (0.25%) 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 Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (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 of one percent (0.25%) 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 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 IPSIGs 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 35. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of 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 clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".

- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

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 36. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants 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, 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 37. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables 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 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 regarding remedying the situation.

ARTICLE 38. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 39. BANKRUPTCY

The County may 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 40. 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. Venue shall be in Miami-Dade County.

ARTICLE 41. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

b) Joint Purchase

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

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

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

c) Contractor Compliance

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

ARTICLE 42. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 43. FORCE MAJEURE

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 44. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 45. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 46. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security, and electronic transfer standards, include but are not limited to:

1. Use of information only for performing Services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 47. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 48. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER or CONTRACTED CARRIER

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the common carrier or contracted carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section 908.111, Florida Statutes ("F.S."), "Prohibition against governmental entity contracts with common carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 908.111, F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attention by the Contractor shall be in the form attached to this Contract as **Exhibit A - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section 908.111, F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) 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 pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

ARTICLE 49. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section

787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached as the Human Trafficking Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract. This Contract shall not be effective unless and until the Contractor executes and provides such attestation.

The Contractor further affirms that if it is found in violation of the required Affidavit, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 50. 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 date shown on the first page of the Agreement.

Contractor

Miami-Dade County

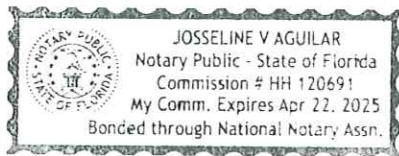
By: *Bob Wood*

Name: Bob Wood

Title: President Florida Region

Date: 2/21/2025

Attest: *J. Aguilar* 2/21/25
Corporate Secretary/Notary Public



Corporate Seal/Notary Seal

By: _____

Name: for
Daniella Levine Cava

Title: Mayor

Date: _____

Attest: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: _____

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES**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 (JAG) located at 275 NW 2nd Street, Miami, FL 33128. Contractor shall provide well trained, experienced, 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, and any additional duties necessary to maintain a safe and secure facility. All services shall be provided in accordance with the State of Florida, Department of Justice Requirements: Florida State Statutes Chapters 39 and 985.

2.2 Requirements and Services to be Provided

The minimum qualification requirements for this contract 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.

B. 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 Right of First Refusal

Before commencing the Work and performing the Services under this Contract, the Contractor and its subcontractors shall, except as otherwise provided herein, in good faith, offer existing employees employed under the predecessor contract whose employment will be terminated as a result of award of this Contract or the expiration of the contract under which the care and custody employees were hired, a right of first refusal of employment under this Contract in classifications for which the care and custody personnel are qualified.

2.4 Performance Bond

The Contractor shall meet and maintain the Performance Bond requirements as specified in Article 7 of this Contract.

2.5 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 employment screening requirement of Florida Department of Law Enforcement (FDLE) that applies to all department staff, interns, and contracted Care & Custody staff. The screening includes pre-employment criminal background screening, 5-year re-screenings, and Sex Offender and Child Abuse Registries searches and all the below qualifications.

A. Contractor's Project Manager One (1) total

The 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. Should have served as or have 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) I Cardiopulmonary Resuscitation (to be renewed annually).
5. Shall have completed the Right Interactions (RI) (formerly Facilities Protective Action Response (PAR) training and pass the test conducted by Florida Department of Juvenile Justice.
6. Shall have completed 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 2.5 (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 Cardiopulmonary Resuscitation (CPR), First Aid and emergency defibrillators.
4. Shall have completed 120 hours of pre-service training approved by Department of Juvenile Justice.

C. Juvenile Care and Custody Officers

Anticipated personnel of 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 2.5 (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 Cardiopulmonary Resuscitation (CPR) and emergency defibrillators.
3. Shall have completed 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.

2.6 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 (CORE Pre-Service Training): Florida Statute 985 Juvenile Care and Custody Officers (requires transportation duties) 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 recorded cases of 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, in accordance with **all applicable regulations and guidelines set by regulatory agencies**. 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 Annual Affidavit of Compliance with Level 2 Screening Standards shall be provided to JSD annually. All Officers shall pass a Suitability to Work with Minors screen coordinated by the department on an annual basis. All Officers shall pass a Department of Juvenile Justice background check prior to employment and as requested by the County to continue providing service. The County will coordinate the background screening process at a cost to the contractor. Rescreening after 5 years of continuous employment is required. Approximate fees per applicant are \$72.23 for new applicants and \$43.25 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 Supervisors

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

3. Contractor's Project Manager

A. 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.

2.7 Personal Task

1. Contractor's Project Manager

Contractor's Project Manager to provide services to the County, not to exceed forty 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 10:00 AM to 6:00 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 inhouse 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 annually.
- 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, property, 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. -11p.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.
- k. Have working knowledge of radio procedures, codes and is able to train Juvenile Care and Custody Officers in the same.
- l. Conduct investigations and assists the JSD Director or Division Director or designee or other JSD Staff personnel when requested by JSD Administration.
- m. Complete all necessary reports as specified in Section 2.7 herein. The original report shall be forwarded to the County.
- n. Review, correct and approve subordinates' reports.
- o. Have knowledge of local jurisdictions and know who to call when incidents occur.
- p. Have a working knowledge of each assignment covered by the Contractor and train all newly assigned officers on the new assignments.
- q. Maintain facility logbooks.
- r. Ensure that personnel do not disturb papers on desks, open desk drawers or cabinets or use County telephones, except as authorized.
- s. 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.
- t. 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.
- u. Be knowledgeable and adhere to contractual standards and procedures.
- v. Be trained and licensed to operate vehicles to transport arrested juveniles in compliance with Federal, State and local laws.

- w. 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.
- x. Acknowledge and understand that the JAC Shift Commander or JSD Director or Division Director or designee may direct the Juvenile Care and Custody Supervisor to place and/or rotate individual Juvenile 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 Juvenile Care and Custody Officers to transport any client from site, on a 24 hour per day, year-round basis, regardless of the number of Juvenile Care and Custody Officers that may be present or remain at the facility.
- y. Take directions and orders, when necessary, from the JAC Shift Commander or designee in the absence of the Contractor's Project Manager.
- z. Additional duties as required.

3. Juvenile Care and Custody Officer Tasks

Contractor shall provide five (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 2.7(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, handcuffs, 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 using protective action response matrix escalations with 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 client's 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 question 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 use good judgment and discretion to handle 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.

2.8 Additional Personnel

Contractor shall provide additional Juvenile Care and Custody Services personnel equipped with specialized equipment, including but not limited to two-way radios, flashlights, and self-contained breathing apparatus shall be made available in the event additional 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.

2.9 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.

2.10 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. Inconsideration 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.

2.11 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 coordinated by JSD. This training will consist of Right Interactions (RI) (formerly 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-3 prior to being in the presence of youth i.e. post assignment.

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 training requirements outlined in Section 2.9 above, Section 2. 10 will be in effect.

2.12 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.) 985.66 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 retentiveness.

2. Training 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 Cardiopulmonary Resuscitation (CPR) and emergency defibrillators.
- c. Certification by the Florida Department of Juvenile Justice as an instructor for secured juvenile facilities, including Right Interactions (RI) (formerly Facilities Protective Action Response) training.
- d. 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) workdays 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 Personnela. 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 Juvenile Care and Custody Services personnel shall meet all annual re-certifications as required to maintain the minimum standards of qualification for the position. The items below highlight the minimum standards of qualification for the positions and are subject to updates based on the best interest of the County:

i. Administrative

- Criminal/Juvenile Justice System (Legal)
- Professional Interaction with the Public
- Juvenile Rights and Responsibilities
- HIPAA
- 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 Policy and Procedures
- Post Orders/Facility Procedures
- Red Flags
- Ethics Basics
- Open Government
- Equal Opportunity Employment
- Professionalism, Interpersonal Communication, and Interaction with the Public
- Client Grievance
- Client Rights and Confidentiality
- Civil Rights

ii. Social Theories/Behavior Management

- Communication is Key to Success
- Supervision of Youth/Understanding Youth
- Gang Awareness
- Suicide Awareness and Prevention

- Sexual Harassment
- Prison Rape Elimination Act (PREA)
- Victimization and Sexually Aggressive Behavior (VSAB)
- Trauma Informed Care
- Human Trafficking
- Mental Health and Substance Abuse
- Balanced Approach to Restorative Justice
- Adolescent Development
- Youth Management
- Effective Verbal and Nonverbal Communication
- Serving our Customers Who are Deaf or Hard of Hearing
- iii. Security and Control
 - It's All About Reporting
 - Central Communications Center Incident Reporting
 - Right Interactions (RI) (Formerly Facilities Protective Action Response)
 - Information Security Awareness
 - Key/Tool Control
 - Visual Inmate Checks
 - Facility Inspections
 - Safety and Searches
 - Facility Ingress/Egress
 - Waiting Room Procedures
 - Intake/Control/Locker Procedures/Property Management
 - Active Shooter Preparedness
 - Transporting Youth Safely
 - Releases from Detention
 - The Unit Log
- iv. Safety and Emergency Procedures
 - Security and Escape Prevention
 - Emergency Procedures/Fire Evacuation/Disorder
 - Sting/Mass Arrest/Contingency Plan Procedures
 - Safety Inspections/Bomb Threat Evacuation Plan
 - Bloodborne Pathogens
 - Universal Precautions/HIV Awareness
 - CPR and First Aid
 - Overdose Prevention and Response
 - DJJ Safety Training
 - First Aid and Recognizing Medical Emergencies
 - Child Abuse: Recognition, Reporting, and Prevention
 - Fire Safety Awareness

Additional training can be added at any time at the discretion of the Director, Division Director or designee.

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

Juvenile Care and Custody Services Supervisors shall have met or will meet basic training requirements per Section 5a, 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 instruction each calendar year in the development of management and supervisory skills, as outlined below. All newly hired supervisors will complete a minimum of 16 hours of supervisory training.

- a. Supervisory Responsibilities
- b. Training Skill Development
- c. Leadership Development
- d. Effective Communication
- e. Handling Complaints and Grievances
- f. Management Skills for Supervisory Personnel
- g. Time Management
- h. Motivation and Delegation
- i. Critical Thinking
- j. Employee Relations
- k. Coaching
- l. Personal Accountability

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.

2.13 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:

- Training records
- Test results
- Certifications
- 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 employee's medical examinations, when requested, together with all documents within one week of receipt of request by the Contractor.

2.14 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.

2.15 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 employee 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
- Necktie-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

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

2.16 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.

2.17 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.

2.18 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 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.

2.19 Restraining Devices

Contractor shall observe the following safeguards regarding the use of restraining devices, handcuffs, leg shackles, and waist belts 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 a restraining chair is prohibited.

2.20 Vehicles

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, first aid kit, 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.

2.21 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.

2.22 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.

2.23 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.

2.24 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 Officers shall fill out daily visitor's sheets, audit forms, incident reports, post logs, 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, vehicle accident, 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.

APPENDIX B – PRICE SCHEDULE**A. PRICES**

SECTION REFERENCE	PERSONNEL	APPROXIMATE NUMBER OF OFFICERS	APPROXIMATE NUMBER OF HOURS PER YEAR	HOURLY RATE
2.5 (A)	Project Manager	1	2080	\$45.58
2.5 (B)	Juvenile Care and Custody Supervisor	3	8760	\$40.39
2.5 (C)	Juvenile Care and Custody Officer	19	46,720	\$37.91

B. VEHICLES

The Contractor shall state its price for providing the Vehicles, as stated in Section 2.20, Vehicles of this Solicitation, in accordance with the following:

SECTION REFERENCE	QTY	VEHICLES	PRICE PER MONTH
2.20	1	Nine (9) Passenger Van	\$2000

- Contractors shall submit pricing to be inclusive of all costs, delivery, charges, and fees. Additional charges of any kind will not be accepted. Prices shall remain fixed and firm for the entirety of the Contract term, except that prices shall be adjusted in accordance with the Miami-Dade County Living Wage rate adjustment, as published periodically in Miami-Dade County's Living Wage Webpage. The following weblink is provided for the Prospects' convenience: <https://www.miamidade.gov/global/business/smallbusiness/living-wage.page>. Any price adjustments authorized by the County shall be formalized by a Contract Modification, originated, and published by the Strategic Procurement Department. Under no circumstances should an Awarded Contractor invoice the County a price that is higher than the price authorized through the contract award or an approved Contract Modification. The Living Wage adjustment under this contract shall not be considered until **October 2025**.
- The pricing shall include all expenses to be paid. Rates will include all costs 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 Contractor's price, as they not be reimbursed separately by the County.
- "Approximate Number of Hours" figures indicated above are the current enrollment figures and are provided for information purposes only.
- 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.