



WEST PALM BEACH CITY COMMISSION

Agenda Cover Memorandum

Originating Department:

Recreation (REC)

Meeting Type:

☒ Regular

☐ Special

Agenda Date:

03/17/2014

Advertised:

Required?: ☐ Yes ☒ No

Date:

Paper: PB Post

ACM#:

19787

Subject:

Resolution No. 74-14 authorizing submittal of an application for grant in the amount of \$65,000 to the State of Florida Department of Juvenile Justice to deliver afterschool and summer services that address at-risk and delinquent youth between the ages of five and seventeen.

Ordinance/Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, AUTHORIZING THE CITY TO SUBMIT A PROPOSAL TO THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE FOR THE DELIVERY OF AFTERSCHOOL AND SUMMER SERVICES FOR AT-RISK YOUTH BETWEEN THE AGES OF FIVE AND SEVENTEEN; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Staff Recommended Motion:

Approve Resolution No. 74-14.

Background:

The State of Florida, Department of Juvenile Justice, is the recipient of grant funds from the U.S. Department of Justice, Office of Juvenile Justice Delinquency Prevention, to be used for programs for at-risk youth. The Department of Juvenile Justice issued its RFP No. 10167 seeking proposals from agencies for the delivery of afterschool and summer services for at-risk and delinquent youth between the ages of five and seventeen. The ultimate goal of the program is to break the cycle of youth violence and violent crime. Under a contract awarded for the RFP, the Department of Juvenile Justice will pay a maximum amount of Sixty-Five Thousand Dollars (\$65,000), utilizing the federal grant funds.

The City desires to submit a proposal in response to the RFP for afterschool and summer services for at-risk and delinquent youth between the ages of five and seventeen through the City's Youth Empowerment Center's Youth Violence Prevention Project.

Resolution No. 74-14 authorizes the City to submit a proposal in response to the RFP and authorizes the Mayor to execute any contract awarded.

Fiscal Note

Electronic Attachments: [Click here for assistance with naming convention.](#)

Is this ACM related to a **Grant**? ☒ Yes ☐ No

Please forward this ACM to **Lynne Green** in Steve Hoffmann's absence (Nov. 25th thru Dec 2nd)

03/07/2014 Finance Department/Grants Review

Ever A. Hoffmann

Originating Department - Approved by: Christine Thrower on 03/11/2014

Chas. M. Shaw

03/11/2014 Finance Department

03/13/2014 City Attorney's Department

Vanny Webeck

03/14/2014 City Administrator

George A. Philcox

[Return to Agenda](#)

RESOLUTION NO. 74-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, AUTHORIZING THE CITY TO SUBMIT A PROPOSAL TO THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE FOR THE DELIVERY OF AFTERSCHOOL AND SUMMER SERVICES FOR AT-RISK YOUTH BETWEEN THE AGES OF FIVE AND SEVENTEEN; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the State of Florida, Department of Juvenile Justice, is the recipient of grant funds from the U.S. Department of Justice, Office of Juvenile Justice Delinquency Prevention, to be used for programs for at-risk youth; and

WHEREAS, the Department of Juvenile Justice, has issued an RFP No. 10-167 (the "RFP") seeking proposals from agencies for the delivery of afterschool and summer services for at-risk and delinquent youth between the ages of five and seventeen; and

WHEREAS, under a contract awarded under the RFP the Department of Juvenile Justice would fund a maximum amount of Sixty-Five Thousand Dollars (\$65,000) utilizing the federal grant funds; and

WHEREAS, the City desires to submit a proposal in response to the RFP for afterschool and summer services for at-risk and delinquent youth between the ages of five and seventeen through the City's Youth Empowerment Center's Youth Violence Prevention Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WEST PALM BEACH, FLORIDA, that:

SECTION 1: The City Commission hereby authorizes the submittal of a proposal in response to the RFP for programs through the City's Youth Empowerment Center's Youth Violence Prevention Project. The Mayor is authorized to sign all price sheets and documents required under the RFP.

SECTION 2: Should the City be awarded the contract, the Mayor is hereby authorized to execute a contract with the Florida Department of Juvenile Justice to provide the programs through the City's Youth Empowerment Center's Youth Violence Prevention Project, provided said contract is approved for legality by the City Attorney's Office, and the receipt of funds is properly appropriated.

SECTION 3: This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED THIS 17th DAY OF March, 2014.

(CORPORATE SEAL)

**CITY OF WEST PALM BEACH
BY ITS CITY COMMISSION**

ATTEST:

PRESIDING OFFICER

CITY CLERK

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

ATTACHMENT J - PRICE SHEET (MANDATORY)

SERVICE TYPE	TOTAL NUMBER OF YOUTH	MONTHLY FIXED PRICE TBD BASED ON ANNUAL MAXIMUM PROPOSED CONTRACT DOLLAR AMOUNT	SERVICE DAYS	ANNUAL MAXIMUM PROPOSED CONTRACT DOLLAR AMOUNT
Afterschool and Summer Programs	(1) 25	(2) Rate: <u>\$10.40</u> Based on Formula: ANNUAL MAXIMUM PROPOSED CONTRACT DOLLAR AMOUNT divided by NUMBER OF YOUTH divided by SERVICE DAYS	(3) 256	(4) <u>\$65,000</u>
NOTE: IT IS MANDATORY THAT #(4) THE TOTAL ANNUAL MAXIMUM PRICE FOR PROGRAM OPERATIONS CONTRACT DOLLAR AMOUNT PROPOSED DOES NOT EXCEED THE TOTAL AVAILABLE MAXIMUM PRICE FOR PROGRAM OPERATIONS PER CONTRACT DOLLAR AMOUNT (\$65,000.00) AS STATED IN THE RFP. IF IT IS EXCEEDED, THE RESPONDENT'S PROPOSAL WILL NOT BE EVALUATED.				

INSTRUCTIONS:

In cell # (1) above, Respondents shall insert the "Total Number of Youth" to be served.

In cell # (2), Rate is calculated based on the formula identified above.

In cell # (3) above, Respondents shall insert the "Service Days" (total number of days during the resulting Contract term that youth will be served).

In cell # (4) above, Respondents shall insert the "Annual Maximum Proposed Contract Dollar Amount".

THE ANNUAL MAXIMUM PROPOSED CONTRACT DOLLAR AMOUNT WILL BE MULTIPLIED BY THE NUMBER OF YEARS IN THE INITIAL TERM OF THE CONTRACT (AS APPLICABLE). TERMS OF LESS THAN ONE YEAR SHALL BE PRO-RATED. ANY RENEWAL OPTIONS EXERCISED AT THE DEPARTMENT'S DISCRETION SHALL BE ON THE SAME TERMS AND CONDITIONS.

Information from Attachment J – Price Sheet and Attachment H- Budget must match and both will be evaluated, but not scored, to ensure the costs listed are allowable, reasonable and necessary.

By submission of and signature on this form, the Respondent agrees to all terms and conditions of this RFP and commits the Respondent to the prices stated.

NAME: TITLE:

COMPANY: City Of West Palm Beach – Youth Empowerment Center

E-MAIL ADDRESS:

TELEPHONE NUMBER:

SIGNATURE: _____ DATE: _____



"The Capital City of the Palm Beaches"

Jeri Muoio

Mayor

P.O. Box 3366
West Palm Beach, Florida 33402
TEL: 561/ 659-8024
FAX: 561/ 659-8066

March 18, 2014

Patricia Kenyon, Procurement Manager
Bureau of Contracts
Florida Department of Juvenile Justice
2737 Centerview Drive, Suite 1125
Tallahassee, FL 32399-3100

Re: **RFP #10-167**

Enclosed please find a Proposal by the City of West Palm Beach in response to the Florida Department of Juvenile Justice's Request for Proposals No. 10-167, issued February 21, 2014, for delivering afterschool and summer services that address at-risk and delinquent youth.

This Transmittal Letter contains the information required by the RFP.

City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401

(Parks & Recreation Department)
Phone: (561) 804-4901
Fax: (561) 822-1560

Official Signatory: Geraldine Mouio, Mayor

Federal Employee Identification Number - 59-6000448

State of Florida Vendor Sequence Number

DUNS Number - 08-850-6683

Contract Manager:
R. Reed Daniel, Campus Manager
Youth Empowerment Center
501 21st, Street
West Palm Beach, FL 33407
Phone: (561) 804-5010
Email: rdaniel@wpb.org

City of West Palm Beach

Re: RFP #10-167

March 18, 2014

Page 2

On behalf of City of West Palm Beach, this letter certifies that the City agrees to all terms and conditions and requirements in the Request for Proposal (RFP #10-167) for which this proposal is submitted.”

On behalf of City of West Palm Beach, this letter certifies that the City has met all conditions and requirements of Attachment A, including that neither it nor its principals are presently debarred, suspended, or proposed for debarment, or have been declared ineligible or voluntarily excluded from participation in this procurement/contract by any federal department or agency.

On behalf of City of West Palm Beach, this letter certifies that neither the City nor anyone acting on its behalf have contacted anyone, between the release of the solicitation and due date of this solicitation, including any employee or manager of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents.

On behalf of City of West Palm Beach, this letter certifies that neither the City nor anyone acting on its behalf is a State Advisory Group (SAG) member, nor is a relative of or employed by a SAG member, nor is receiving any form of compensation from, or serving as a director or officer of a grant recipient or applicant, of a State Advisory Group member.

And on behalf of City of West Palm Beach, this letter certifies that the City is aware of special conditions associated with for-profit organizations receiving Federal funds, including the requirement that commercial organizations agree not to make a profit as a result of an award; not to charge a management fee for the performance of a contract; and to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations. Notwithstanding the foregoing, the City is a municipal corporation and is not a for-profit organization.

The City of West Palm Beach respectfully submits its Proposal.

Sincerely,

Jeri Muoio, Mayor

“An Equal Opportunity Employer”

February 21, 2014

To: Prospective Providers

Subject: DJJ Solicitation Number RFP 10167

Request for Proposals (RFP): This RFP is issued by the State of Florida Department of Juvenile Justice (the Department) with grant funds made available through the U.S. Department of Justice, Office of Juvenile Justice Delinquency Prevention (OJJDP) to solicit proposals for delivering afterschool and summer services that address at-risk and delinquent youth between the ages of five (5) and seventeen (17). The Department seeks to address the issue of afterschool and summer services needs by offering program services that support mentoring; conflict resolution/interpersonal skills; family engagement; educational enhancement; alcohol and substance abuse prevention services; employment placement; life skills training; and other services that will support prevention and diversion of youth from the juvenile justice system.

The RFP package consists of this transmittal letter with the following attachments and exhibits (some of which are not included but are available electronically as noted):

PUR 1000[1]	General Contract Conditions - Incorporated by Reference ¹
PUR 1001[1]	General Instructions to Respondents - Incorporated by Reference ¹
Attachment A	General Instructions to Respondents - Special Conditions
Attachment B	General Instructions for the Preparation and Submission of Proposals
Attachment C	Certification of Experience (Mandatory)
Attachment D	Evaluation Criteria
Attachment E	Client Reference Form (Mandatory)
Attachment F	Florida Certified Minority Business Enterprise (CMBE) Subcontracting Utilization Plan ²
Attachment G	Sample Contract ²
Attachment H	Budget Sheets ²
Attachment I	Reserved
Attachment J	Price Sheet (Mandatory)
Attachment K	Drug-Free Workplace Certification ²
Attachment L	Reserved
Attachment M	Notice of Intent to Attend Solicitation Conference Form (Non-Mandatory) ³
Attachment N	Notice of Intent to Submit a Proposal/Bid (Non-Mandatory) ³
Attachment O	Cross Reference Table (Mandatory)
Attachment P	Evaluation Questions/Considerations
Attachment I	Services to be Provided
Attachment I -A	Subsection A – Service Components (Requirement)
Attachment I -B	Subsection B – Performance Measures, Program Goals, Objectives & Strategies (Requirement)
Exhibit 1	Implementation Plan ³
Exhibit 2	Monthly Activity & Progress Report ³
Exhibit 3	OJJDP Performance Measure Reporting ³
Exhibit 4	Administering Performance Measurement Surveys ³

¹Available at:

http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_referencesresources/purchasing_forms

²Available at: <http://www.djj.state.fl.us/providers/contracts/index.html>

³ Document uploaded as a separate document for the RFP and posted on the Vendor Bid System.

Prospective Providers shall comply fully with the instructions on how to respond to the RFP. Prospective Providers shall label proposals as "**DJJ SOLICITATION NUMBER 10167**" using the label form included in this RFP on the envelope(s) containing the proposal. The purpose of labeling the envelope is to put the Department's mailroom on notice that the package is a proposal in response to a DJJ solicitation and should not be opened except by the Department's Contract Administration Unit at the specified date and time.

Eligible Providers include units of local government, and non-profit and for-profit organizations. Funding for this program is provided through the United States Government (Federal Funds). For-profit organizations should be aware there are special conditions associated with Federal funding awards, including the requirement that commercial organizations agree not to make a profit as a result of an award; not to charge a management fee for the performance of a contract; and to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations. State Advisory Group (SAG) members and their employers (or any entity with a SAG member on their Board of Directors) are precluded from submitting a response to this RFP.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or Manager of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a proposal. All communications from prospective Providers shall be in writing (by e-mail, facsimile or mail), and cite the subject solicitation number and be directed to the attention of the Procurement Manager below.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any proposal/proposal documents or the attendance at any related meeting or proposal/proposal opening. If accommodations are needed because of a disability, please contact the Bureau at (850) 413-0708 at least five business days prior to the meeting.

In addition to other criteria set forth in this solicitation document, any Respondent who has had a contract terminated by the Department for cause is subject to the follow provision:

- a) If terminated for cause in the last twelve month period preceding the issue date of this solicitation, the Respondent shall be ruled disqualified and therefore ineligible to submit a bid, proposal or response to the solicitation.
- b) If terminated for cause in the last twelve month period preceding the anticipated date of contract award resulting from this solicitation, the Respondent shall be ruled disqualified and therefore ineligible to receive a contract award.

The "One Florida Initiative" was developed in an effort to increase diversity and opportunities in state contracting without using discriminatory policies. If a Respondent(s) is awarded a contract resulting from this solicitation, answers to the following questions are due to the Department prior to contract execution:

- 1) Does your organization have a Small Business Administration 8(a) certification? Yes (Y) / No (N)
If Y, then proceed no further.
- 2) Is your organization a non-profit? Y/N
If Y, then proceed no further.
- 3) Does your organization have more than 200 permanent full-time employees (including the permanent full-time staff of any affiliates)? Y/N
If Y, then proceed no further.
- 4) Does your organization have a net worth of \$5 million or more (including the value of any affiliates)? Y/N

Sincerely,

Patricia Kenyon, Procurement Manager
Bureau of Contracts
Florida Department of Juvenile Justice
The Knight Building, Suite 1125
2737 Centerview Drive
Tallahassee, Florida 32399-3100
Telephone: (850) 717-2610
Fax: (850) 414-1625
E-Mail Address: patricia.kenyon@djj.state.fl.us

ATTACHMENT A
GENERAL INSTRUCTIONS TO RESPONDENTS – SPECIAL CONDITIONS

CONTENTS

1. **Definitions**
2. **General Instructions**
3. **Submission of Responses**
4. **Terms and Conditions**
5. **Questions**
6. **Conflict of Interest**
7. **Convicted Vendors**
8. **Discriminatory Vendors**
9. **Respondent's Representation and Authorization**
10. **Performance Qualifications**
11. **Public Opening**
12. **Electronic Posting of Notice of Agency Decision**
13. **Firm Response**
14. **Clarifications/Revisions**
15. **Minor Irregularities/Right to Reject**
16. **Contract Formation**
17. **Contract Overlap**
18. **Public Records**
19. **Protest**
20. **Captions and Numbering**
21. **Contact During Solicitation**
22. **Special Conditions**

1. DEFINITIONS

The definitions found in Rule 60A-1.001, Florida Administrative Code shall apply to this agreement. The following additional terms are also defined:

- (a) "Department" means the Department of Juvenile Justice that has released the solicitation.
- (b) "Procurement Manager" means the Department's contracting personnel, as identified in the procurement.
- (c) "Prospective Provider" or "Provider" means the business organization or entity providing the services and commodities specified in the response to this Request for Proposals ("RFP").
- (d) "Respondent" means the entity that submits materials to the Department in accordance with these Instructions.
- (e) "Proposal" means the material submitted by the Respondent in answering the solicitation.

2. GENERAL INSTRUCTIONS

Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare proposals accordingly.

3. SUBMISSION OF PROPOSALS

Proposals are required to be submitted according to the instructions in Attachment B of the solicitation.

4. TERMS AND CONDITIONS

All proposals are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- (a) Technical Specifications
- (b) Special Conditions
- (c) Instructions to Respondents (Attachment A)
- (d) Instructions to Respondents (PUR 1001[1])
- (e) General Conditions (PUR 1000[1])
- (f) Introductory Materials

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's proposal. In submitting its proposal, a Respondent agrees that any additional terms or

conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

5. QUESTIONS

Respondents shall address all questions to the Procurement Manager. Questions must be submitted according to the instructions in Attachment B of the solicitation.

6. CONFLICT OF INTEREST

This solicitation is subject to chapter 112, Florida Statutes. Respondents shall disclose within their proposal the name of any Manager, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent or its affiliates.

7. CONVICTED VENDORS

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- (a) submitting a bid on a contract to provide any goods or services to a public entity;
- (b) submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submitting bids on leases of real property to public entity;
- (d) being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- (e) transacting business with any public entity in excess of the Category Two threshold amount (\$35,000) provided in section 287.017, Florida Statutes.

8. DISCRIMINATORY VENDORS

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes, may not:

- (a) submit a bid on a contract to provide any goods or services to a public entity;
- (b) submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) submit bids on leases or real property to a public entity;
- (d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- (e) transact business with any public entity.

9. RESPONDENT'S REPRESENTATION AND AUTHORIZATION

In submitting a proposal, each Respondent understands, represents, and acknowledges the following (if the Respondent cannot so certify to any of following, the Respondent shall submit with its proposal a written explanation of why it cannot do so):

- (a) The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- (b) To the best of the knowledge of the person signing the proposal, the Respondent, its affiliates, subsidiaries, directors, Managers, and employees have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any public contract.
- (c) The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under this and/or any other contract.
- (d) The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (e) The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximated, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- (f) The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a), Florida Statutes), and all directors, Managers and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract. This includes disclosure of the names of

- current employees who were convicted of public entity crimes while in the employ of another company.
- (g) Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, Manager, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - 1) Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged with: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal or state or local government transaction or public contract; violation of antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - 2) Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
 - (h) The product offered by the Respondent will conform to the specifications without exception.
 - (i) The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
 - (j) If an award is made to the Respondent, the Respondent agrees to be legally bound to the Contract that is formed with the State.
 - (k) The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the proposal, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the proposal.
 - (l) The Respondent shall indemnify, defend and hold harmless the Department and its employees against any cost, damage, or expense, which may be incurred or be caused by any error in the Respondent's preparation of its bid.
 - (m) All information provided by and representations made by the Respondents are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817, Florida Statutes.

10. PERFORMANCE QUALIFICATIONS

The Department reserves the right to investigate or inspect at any time whether the services, qualifications, or facilities offered by a Respondent meet the Contract requirements. The Respondent shall at all times during the Contract term remain responsive and responsible. The Respondent must be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Respondent for the delivery of services. If the Department determines that the conditions of the solicitation documents are not complied with, or that the services proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may reject the proposal or terminate the Contract. The Respondent may be disqualified from receiving awards if the Respondent, or anyone in the Respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Department to make an investigation either before or after award of the Contract, but should the Department elect to do so, the Respondent is not relieved from fulfilling all Contract requirements.

11. PUBLIC OPENING

Proposals shall be opened on or about the date and at the location indicated in Attachment B. Respondents may, but are not required to, attend. The Department may choose not to announce prices or release other materials pursuant to section 119.07(6), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Manager at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Department by using the Florida Relay Service at (800) 955-8771 (TDD).

12. ELECTRONIC POSTING OF NOTICE OF AGENCY DECISION

On or about the date indicated in Attachment B, the Department shall electronically post a notice of intended award at http://myflorida.com/apps/vbs/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Department shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within 72 hours after the electronic posting. The Department shall not provide tabulations or notices of award by telephone.

13. FIRM RESPONSE

The Department may make an award within 120-days after the date of the opening, during which period proposals shall remain firm and shall not be withdrawn. If an award is not made within 120-days, the proposal shall remain firm until either the Department awards the Contract or the Department receives written notice from the Respondent that the proposal is withdrawn.

14. CLARIFICATIONS/REVISIONS

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Respondents deemed eligible for Contract award. Failure to provide the requested information may result in rejection of the proposal.

15. MINOR IRREGULARITIES/RIGHT TO REJECT

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests. The Department may reject any proposal not submitted in the manner specified by the solicitation documents.

16. CONTRACT FORMATION

The Department shall issue a notice of award, if any, to the successful Respondent(s) by posting on the Vendor Bid System, however, no contract shall be formed between the Respondent and the Department until the Department signs the Contract. The Department shall not be liable for any costs incurred by a Respondent in preparing or producing its proposal or for any work performed before the Contract is effective.

17. CONTRACT OVERLAP

Respondents shall identify any services covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Provider authorizes the Department to eliminate duplication between agreements in the manner the Department deems to be in its best interest.

18. PUBLIC RECORDS

Article 1, Section 24, Florida Constitution, guarantees every person access to public records. Florida law generously defines what constitutes a public record in section 119.07, Florida Statutes. As such, all proposals to a competitive solicitation are public records unless exempt by law. If a Respondent believes that its proposal contains information that should not be a public record, the Respondent shall clearly segregate and mark that information (for example, placing the material in a separate electronic file, and including "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

19. PROTESTS

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2), Florida Statutes and Rule 28-110, Florida Administrative Code. Questions to the Procurement Manager shall not constitute formal notice of a protest. It is the Department's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

- (a) Section 120.57(3) (b), Florida Statutes, and Rule 28-110.003, Florida Administrative Code, require that a notice of protest of the solicitation documents shall be made within 72 hours after the posting of the solicitation.
- (b) Section 120.57(3) (a), Florida Statutes, requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

- (c) Rule 28-110.005, Florida Administrative Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in sections 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

20. CAPTIONS AND NUMBERING

The captions, section numbers, article numbers, title and headings appearing in this solicitation are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this solicitation, nor in any way effect this solicitation and shall not be construed to create a conflict with the provisions of this solicitation.

21. CONTACT DURING SOLICITATION

Pursuant to section 287.057(23), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or Manager of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement manager or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a proposal.

22. SPECIAL CONDITIONS

Pursuant to Rule 60A-1.002(7), Florida Administrative Code, an agency may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over Form PUR 1000 and PUR 1001 unless the conflicting term is statutorily required, in which case the term contained in the form shall take precedence.

**ATTACHMENT B - GENERAL INSTRUCTIONS FOR THE PREPARATION AND
SUBMISSION OF PROPOSALS**

- I. SOLICITATION NUMBER** **RFP #10167**
- II. SOLICITATION TYPE** Request for Proposals (RFP): This RFP is issued by the State of Florida Department of Juvenile Justice (the Department) with grant funds made available through the U.S. Department of Justice, Office of Juvenile Justice Delinquency Prevention (OJJDP) to solicit proposals that address the issues facing youth at risk of delinquency between the ages of five (5) and seventeen (17) during afterschool and summer hours.
- III. PROCUREMENT OFFICE** Patricia Kenyon, Procurement Manager
Bureau of Contracts
Florida Department of Juvenile Justice
The Knight Building, Suite 1125
2737 Centerview Drive
Tallahassee, Florida 32399-3100
Telephone: (850) 717-2610
Fax: (850) 414-1625
E-Mail Address: patricia.kenyon@djj.state.fl.us

IV. GENERAL INFORMATION

A. Calendar of Events

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

DATE	TIME	ACTION	WHERE:
2/21/2014	C.O.B.	Release of solicitation	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_main_menu
2/28/2014	C.O.B.	Deadline for Submission of Intent to Attend Solicitation Conference Form (Attachment M).	Send to patricia.kenyon@djj.state.fl.us
3/4/2014	C.O.B.	Solicitation Conference Question Deadline – Last date and time written questions will be accepted for discussion at Solicitation Conference	Send to patricia.kenyon@djj.state.fl.us
3/6/2014	10:00 A.M.	Solicitation Conference/Conference Call (This is a Public Meeting to be held only upon publicinterest)	Bureau of Contracts Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter Code 2618266385# when directed Agenda can be found on MyFlorida.com web site

			http://www.myflorida.com/apps/vbs/vbs_main_menu under the solicitation #.
3/11/2014	C.O.B.	Final date and time deadline written questions will be accepted. Deadline for Submission of Intent to Propose (Attachment N).	Send to patricia.kenyon@djj.state.fl.us
3/18/2014	C.O.B.	Anticipated date that answers to written questions will be posted on the web site	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_main_menu
4/1/2014	2:00 P.M.	Proposals due and opened Client Reference Forms due (Attachment E)	Attention: Patricia Kenyon Department of Juvenile Justice Bureau of Contracts 2737 Centerview Drive, Suite 1125 Tallahassee, FL 32399-3100
4/4/2014	10:00 A.M.	Evaluation Team Briefing Conference Call (This meeting is open for public attendance)	Bureau of Contracts Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter Code 2618266385# Conference Call will be available at http://www.djj.state.fl.us/partners/contracting/conference-calls within 24 hours of Briefing.
4/24/2014	10:00 A.M.	Evaluation Team Debriefing Conference Call (This meeting is open for public attendance)	Bureau of Contracts Knight Building, DJJ Headquarters 2737 Centerview Drive Lobby (for directions) Tallahassee, FL 32399-3100 or telephone 1-888-670-3525 and enter Code 2618266385# Conference Call will be available at http://www.djj.state.fl.us/partners/contracting/conference-calls within 24 hours of Debriefing.
5/2/2014	C.O.B.	Anticipated date of posting of Notice of Agency Decision.	MyFlorida.com web site http://www.myflorida.com/apps/vbs/vbs_main_menu
8/1/2014		Anticipated Contract start date	

- B. Time, Date and Place Proposals are Due
Proposals must be received **NO LATER** than the date and time specified in the Calendar of Events (Section IV. A.), and submitted to the Department of Juvenile Justice (Department or DJJ) at the address identified in Section III.
Caution: A proposal received at the designated office after the exact time specified will not be considered, as specified by Attachment A.
- C. There is no site visit requirement.
- D. The Department reserves the right to modify non-material terms of the RFP prior to execution of the Contract resulting from this RFP, when such modification is determined to be in the best interest of the State of Florida.

E. Solicitation Conference

The Department may conduct a solicitation conference on the date and at the time specified in the Calendar of Events. The purpose of the conference is to discuss the contents of the solicitation and proposers' questions and clarify areas of misunderstanding or ambiguity.

If no interest in the solicitation conference is indicated by prospective Providers, the Department has the option of cancelling the conference by placing a notice of cancellation of the conference on the MyFlorida.com website at http://fcf.state.fl.us/owa_vbs/owa/vbs_main_menu under the solicitation number. If the conference is cancelled, questions and answers will be posted in the form of an addendum on or before the date specified in the Calendar of Events. Prospective Providers interested in the Solicitation Conference shall take note of the following:

1. Notice of "Intent to Attend Conference": Prospective Providers interested in participating in a conference are encouraged to submit a notice of "Intent to Attend Conference" (Attachment M to this RFP) by the date and time specified in the Calendar of Events to the Procurement Manager by fax or e-mail. This is not a mandatory requirement.
2. Questions for Solicitation Conference: Questions for verbal discussion at the solicitation conference shall be submitted in writing and sent to the Procurement Manager at, patricia.kenyon@djf.state.fl.us or by mail or facsimile (850/414-1625) and shall be received by the date specified for Solicitation Conference Questions in the Calendar of Events (Section IV. A.). The intent of this deadline is to provide the Department sufficient time to prepare answers for discussion at the conference.
3. Agenda: An Agenda with questions submitted to date by prospective Providers will be posted on the MyFlorida.com website at http://fcf.state.fl.us/owa_vbs/owa/vbs_main_menu under the solicitation number no less than 24 hours (1 business day) prior to the meeting time.
4. Conference Call: At the scheduled time of the conference call, prospective Providers shall contact the Bureau of Contracts at the number listed in the Calendar of Events.
5. Final Questions/Inquiries: Final questions after the solicitation conference, or any other inquiries regarding the solicitation, shall be submitted in writing and sent to the Procurement Manager at, or by mail or facsimile (850-414-1625) and shall be received by the date specified for Final Deadline for Questions in the Calendar of Events (Section IV.A.). The Department will not accept questions on this solicitation after close of business on the date specified for Final Deadline for Questions in the Calendar of Events (Section IV.A.). The prospective Provider is responsible for ensuring that the Procurement Manager receives the inquiry.
6. Non-Binding Communication: The Department will accept verbal questions during the Solicitation Conference and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; however, the Department will issue written answers ONLY to questions subsequently submitted in writing as indicated in Attachment B, VII. Any information communicated through oral communication shall not be binding on the Department and shall not be relied upon by any prospective Provider. Questions shall be submitted in writing in accordance with the deadline for questions in the Calendar of Events. The Department's formal answers to all questions will be posted in the form of an addendum to the solicitation document on the MyFlorida.com website at http://fcf.state.fl.us/owa_vbs/owa/vbs_main_menu.
7. Department's Official Answer to Questions: The Department's official response to all written questions will be posted at http://fcf.state.fl.us/owa_vbs/owa/vbs_main_menu as an addendum to this solicitation on or about the date specified in the Calendar of Events.

- F. Evaluator Briefing Session
The Department will hold an Evaluator Briefing Session at the time and date specified in the Calendar of Events. The purpose of the Evaluator Briefing Session is to ensure that evaluators fully understand the solicitation requirements and the evaluation and scoring process. This meeting is open for public attendance. A recording of the call will be available on the Department's website (<http://www.djj.state.fl.us/Providers/contracts/conference-calls/index.html>) within 48 hours of the date listed on the Calendar of Events.
- G. Evaluator Debriefing Session
The Department will hold an Evaluator Debriefing Session at the time and date specified in the Calendar of Events. The purpose of the Debriefing Session is to allow evaluators an opportunity to discuss the merits of the proposals, including strengths and weaknesses, and identify and review any information that may have been overlooked during independent review. No scores will be discussed or recorded during the debriefing. A recording of the call will be available on the Department's website (<http://www.djj.state.fl.us/Providers/contracts/conference-calls/index.html>) within 48 hours of the date listed on the Calendar of Events.
- H. On or about the date specified in the Calendar of Events (Section IV.A.), the Department's Notice of Agency Decision will be posted on the "MyFlorida" website http://fcfn.state.fl.us/owa_vbs/owa/vbs_main_menu. Click on "Search Advertisements," and use the drop down list under Advertisement Type and select Agency Decision, then, under Agency, select the Department of Juvenile Justice. Click "Initiate Search," select the RFP and double click on the RFP number. Call the Department's Procurement Manager at the telephone number listed in Section III., with any questions regarding accessing the website.

V. MANDATORY REQUIREMENTS

The following requirements must be met by the prospective Provider to be considered responsive to this RFP. Although there are other criteria set forth in this RFP, these are the only requirements deemed by the Department to be mandatory. Failure to meet these requirements will result in a proposal not being evaluated and rejected as non-responsive.

- A. It is **MANDATORY** that the prospective Provider submits its proposal within the time frame specified in the Calendar of Events (Attachment B, Section IV.A.).
- B. It is **MANDATORY** that the prospective Provider prepares and submits a fully completed, originally signed Transmittal Letter that contains all the information required by Section XIX. A.
- C. It is **MANDATORY** that the Bidder sign and submit under Volume1, Tab 2, **Attachment C, "Certificate of Experience"** that includes a statement certifying that the prospective Provider has experience of at least two (2) years within the last five (5) years relevant to delivering afterschool and summer programs that address at-risk and delinquent youth between the ages of five (5) and seventeen (17) as specified in Attachment I, Services to be Provided. If the Provider is a current Provider in good standing providing the similar services to DJJ and has provided these services for at least the last six (6) consecutive months from the date of RFP issuance, the Provider shall be responsible for identifying on Attachment C where these services are currently being provided. If the Provider is not a current Provider of the same or similar services to DJJ but has provided these services to DJJ within the last two (2) years from the date of RFP issuance, the Provider shall identify on Attachment C where these services to DJJ were previously provided.
- D. It is **MANDATORY** that the Bidder have a completed **Attachment E (CLIENT REFERENCE FORM)** independently completed and delivered to the Department by at least three previous or current clients for whom the Provider has delivered afterschool and summer programs that address at-risk and delinquent youth between the ages of five (5) and seventeen (17). If the Provider is a current Provider in good standing providing the same or similar services to DJJ and has provided these services for at least the last six (6) consecutive months from the date of RFP issuance, the Provider is not required to submit an Attachment E; however, the Provider shall be responsible for identifying on Attachment C where these services are currently being provided. If the

Bidder is not a current Provider of the same or similar services to DJJ but has provided these services to DJJ within the last two (2) years from the date of the RFP issuance, they are only required to submit two (2) non-DJJ references; however, the Provider shall identify on Attachment C where the prior services to DJJ were provided. Attachment E must be certified by a notary public and received by the date and time specified on the form or it will not be accepted. The Department reserves the right to contact any and all references in the course of this solicitation and make a fitness determination, not subject to review or challenge. No electronic submissions will be accepted for Attachment E.

- E. It is **MANDATORY** that the prospective Provider submits a completed **Attachment H (BUDGET)**.
- F. It is **MANDATORY** that the prospective Provider shall provide a price for the services by returning a completed and signed copy of the Department's **Attachment J - Price Sheet**. The price must include all services, material and labor necessary to complete the Services to be Provided in Attachment I as described in this RFP and the prospective Provider's proposal. This price shall be expressed as 2 decimal number prices. Any proposal without a completed and signed Attachment J or with a proposed price exceeding the maximum Contract Dollar Amount shall be rejected.
- G. It is **MANDATORY** that the prospective Provider submits a completed **Attachment O**.

VI. SOLICITATION INFORMATION

- A. The term "Provider" refers to:
 - 1. "Provider" is defined to also include: any and all subsidiaries of the prospective Provider where the prospective Provider owns 80% or more of the common stock of the subsidiary; the parent corporation of the prospective Provider where the parent owns 80% or more of the common stock of the prospective Provider; and any and all subsidiaries of the parent corporation of the prospective Provider where the parent owns 80% of the common stock of the prospective Provider and the parent's subsidiaries.
 - 2. For all other purposes, the definition shall be as specified in Attachment A, 1.
- B. For the purposes of the Dun & Bradstreet SQR (if applicable): the proposing entity ("Provider") named in the Transmittal Letter and the DUNS number listed there must match the company name and DUNS number listed on the D & B SQR.
- C. **NO ELECTRONIC SUBMISSIONS WILL BE ACCEPTED.** Prospective Providers shall submit an original and eight (8) copies of their proposal (Volumes 1 and 2), and a CD-ROM that contains the complete proposal saved in Microsoft Word and/or Excel. It is the intention of the Department to use the CD-ROM or flash drive for purposes of electronic storage of the submission, so it must contain the complete proposal. One technical proposal (Volume 1) shall be identified as "Original" on the cover, and shall bear an original signature(s) on the Provider's Transmittal Letter. One financial proposal (Volume 2) shall also be identified as "Original" on the cover and shall bear an original signature(s) on Attachment J – Price Sheet. Use of legible reproductions of signed originals is authorized for all other copies of the proposal. See instructions for proposal preparation in Section XIX. and submittal information in Section III. Evaluation and review of the proposal will be based solely on information and documents submitted in the hard copy of Volumes 1 and 2, unless otherwise indicated in the RFP.
- D. All dates in this procurement, and other RFP requirements, are subject to change. Modifications of the schedule or changes to the RFP shall be provided through addendum or informational notice, and posted on the website identified above. Prospective Providers are responsible for checking the website for any changes.

VII. PROSPECTIVE PROVIDER QUESTIONS

INFORMATION WILL NOT BE AVAILABLE ORALLY. All inquiries shall be in writing and be sent to the Procurement Manager at patricia.kenyon@dj.state.fl.us, or by mail or by facsimile (850-414-1625) and shall be received by the date specified in the Calendar of Events (Section IV.A.). The prospective Provider is responsible for ensuring that the Procurement Manager received the inquiry. The Department will not take any further questions on this RFP after close of business that day. The Department's responses to questions will be posted at

http://fcn.state.fl.us/owa_vbs/owa/vbs_www.search.criteria_form as an addendum to this RFP on or about the date specified in the Calendar of Events (Section IV.A.). Any information communicated through oral communication shall not be binding on the Department and shall not be relied upon by any prospective Provider. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or Manager of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the procurement documents. Violation of this provision may be grounds for rejecting a proposal.

VIII. NUMBER OF AWARDS

The Department anticipates awarding multiple contracts as a result of this solicitation.

IX. FAILURE TO EXECUTE CONTRACT

In the event no protest is filed within the prescribed timeframe, the Department will commence preparation of the Contracts with the intended Providers. If, for any reason, the intended Provider fails to execute a contract within fifteen (15) consecutive calendar days after a contract has been presented to it for signature, or if the Department determines that the Provider is ineligible to participate due to its being convicted of a Public Entity Crime, debarred, suspended or otherwise prohibited from receiving federal or state funds, the Department may (1) attempt to contract with the next ranked prospective Provider without posting of an additional Notice of Agency Decision or Addendum; (2) reject all proposals and re-advertise the RFP; or (3) reject all proposals. If the Department and the next ranked prospective Provider fail to execute a contract, the Department may (1) attempt to contract with the next ranked prospective Provider sequentially until a prospective Provider willing to execute a contract is found without posting of an additional Notice of Agency Decision or Addendum; (2) reject all proposals and re-advertise the RFP; or (3) reject all proposals.

X. VENDOR REGISTRATION

Prior to entering into a contract with the Department, the selected Provider(s) must be registered with the Florida Department of Management Services (DMS) Vendor Registration System. To access online registration, log on to www.myflorida.com, and click on the 'MyFloridaMarketPlace / e-Pro' link under 'Hot Topics.' Once on the 'MyFloridaMarketPlace' website, click on the 'Online Vendor Registration' link to begin registration. In order to register, you will need the following information:

- A. Company name
- B. Tax ID type and number – Social Security Number (SSN) or Federal Employer Identification Number (FEIN)
- C. Tax filing information, including the business name on the 1099 or other tax form (where applicable)
- D. Location information:
 - 1. A business name for each company location (if different from the company name)
 - 2. A complete address for each location (including details for sending purchase orders, payments, and bills to each location)
 - 3. A contact person for each of the locations
- E. Commodity codes that describe the products and/or services the company provides
- F. CMBE (Certified Minority Business Enterprises) information, if applicable
- G. State-issued sequence number - available from DMS by faxing a request on company letterhead to 850-414-8331.

XI. CONTRACT PERIOD AND RENEWAL

The Contract is expected to begin on **August 1, 2014**, and shall end at 11:59 p.m. on **July 31, 2015**. The Department may renew this Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original Contract, or three years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, subject to the availability of funds and

other factors deemed relevant by the Department. Any costs incurred by the Provider for the renewal of the contract shall not be charged to the Department.

XII. TYPE OF CONTRACT CONTEMPLATED

Multiple fixed price contracts are anticipated from this solicitation. A copy of a sample contract containing all required terms and conditions are included as Attachment G.

XIII. DESIGNATION OF CONTRACT UNDER THE FLORIDA SINGLE AUDIT ACT

- A. All contracts with the Department are classified as either Recipient/Sub-Recipient, FSAA Exempt, or Vendor contracts. It is the Department's determination that this Contract is a Subrecipient contract, pursuant to Section 215.97, Florida Statutes.
- B. Statutory and rule requirements for the Provider for both types of contract are specified in Attachment G, Section VI. FINANCIAL AND TRANSACTIONS AUDIT REQUIREMENTS.

XIV. ANNUAL MAXIMUM CONTRACT DOLLAR AMOUNT

Annual Maximum Contract Dollar Amount	\$65,000.00
--	--------------------

The Maximum Contract Dollar Amount (per contract awarded) will be the Annual Maximum Contract Dollar Amount multiplied by the number of years in the initial term of the Contract. For terms of less than one (1) year, the amount will be pro-rated.

IT IS A MANDATORY REQUIREMENT THAT THE ANNUAL MAXIMUM CONTRACT DOLLAR AMOUNT PROPOSED ON ATTACHMENT J IS AT OR BELOW THE ANNUAL MAXIMUM CONTRACT DOLLAR AMOUNT STATED IN THE RFP. SEE ATTACHMENT B, SECTION V.

XV. OPTIONS

The Department reserves the right to exercise the option below in the event the Department's needs change:

Option for Changes in Contract Services

The Department has the option to modify the resulting Contract, including adding, reducing, or deleting services during the Contract term. The optioned services may not commence before execution of an amendment. Delivery of changed services shall be upon the terms, conditions, and rate agreed in the exercise of the options of the resulting Contract.

XVI. SUBCONTRACTING

The prospective Provider shall not subcontract, assign, or transfer any of the services sought under this RFP, without the prior written consent of the Department.

The Department supports diversity in its Procurement Program and requests that prospective Providers use all subcontracting opportunities afforded by this solicitation to embrace diversity. The award of subcontracts by prospective Providers should reflect the full diversity of the citizens of the State of Florida. The Office of Supplier Diversity (OSD) website <http://osd.dms.state.fl.us/> includes a list of Certified Minority Business Enterprises (CMBEs) that could be offered utilization opportunities.

XVII. FAITH-BASED NON-DISCRIMINATION CLAUSE

Pursuant to section 985.601(3)(b), Florida Statutes, the Department intends that, whenever possible and reasonable, it will make every effort to consider qualified faith-based organizations on an equal basis with other private organizations when selecting Providers of services to juveniles.

XVIII. ELABORATE PROPOSALS

It is not necessary to prepare proposals using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Proposals should be prepared in

accordance with the instructions herein. The Department is not responsible for and, therefore, shall not reimburse any costs incurred in the preparation or submission of the proposal submitted in response to this RFP. The Department shall be liable for payment only as provided in a fully executed contract.

XIX. GENERAL INSTRUCTIONS FOR PREPARATION OF THE PROPOSAL

The instructions for this RFP have been designed to help ensure that all proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. INFORMATION SUBMITTED IN VARIANCE WITH THESE INSTRUCTIONS MAY NOT BE REVIEWED OR EVALUATED. All proposals must detail the services that will be delivered, the expected results and the recommended performance measures and contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled, (Example: "Tab 1, Transmittal Letter"), so that each evaluator can easily turn to "Tabbed" sections during the evaluation process. Failure to have all copies properly "tabbed" makes it much more difficult for the Department to evaluate the proposal. Failure of the prospective Provider to provide any of the information required in the hard copy of either Volume 1 (the Technical Proposal) and Volume 2 (the Financial Proposal) portions of the RFP proposal shall result in no points being awarded for that element of the evaluation/review.

The proposal shall consist of the following parts:

A. Transmittal Letter – Volume 1, Tab 1

It is **MANDATORY** that the proposal contain a fully completed transmittal letter that must be drafted, signed and submitted on Provider letterhead by an individual who has the authority to bind the prospective Provider and provide:

1. The Provider's official name (the company name), address, telephone number, the name and title of the Provider official who will sign any contract, (this individual shall have the authority to bind the prospective Provider and shall be available to be contacted by telephone or attend meetings, as may be appropriate regarding the solicitation), Federal Employee Identification Number (including the State of Florida Vendor Sequence Number), and DUNS Number (if applicable).
2. The name, title, address, telephone number, and e-mail address of the prospective Provider's Contract Manager.
3. If the proposing entity is a "DBA" or "Doing Business As", the prospective Provider shall state the reason for it.
4. The statement: "On behalf of (insert Provider's name), this letter certifies that the prospective Provider agrees to all terms and conditions contained in the Request for Proposal for which this proposal is submitted."
5. The statement: "On behalf of (insert Provider's name), this letter certifies that the prospective Provider has met all conditions and requirements of Attachment A, including that neither it nor its principals are presently debarred, suspended, or proposed for debarment, or have been declared ineligible or voluntarily excluded from participation in this Procurement/contract by any federal department or agency." If the prospective Provider is unable to certify to any part of this statement, such prospective Provider shall include an explanation in the transmittal letter.
6. The statement: "On behalf of (insert Provider's name), this letter certifies that neither the prospective Provider nor anyone acting on its behalf have contacted anyone, between the release of the solicitation and due date of this solicitation, any employee or Manager of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents."
7. The statement "On behalf of (insert Provider's name), this letter certifies that neither the prospective Provider nor anyone acting on its behalf is a State Advisory Group (SAG) member, nor is a relative of or employed by a SAG member, nor is receiving any form of compensation from, or serving as a director or officer of a grant recipient or applicant, of a State Advisory Group member."

8. The statement "On behalf of (insert Provider's name), this letter certifies that the Provider is aware of special conditions associated with for-profit organizations receiving Federal funds, including the requirement that commercial organizations agree not to make a profit as a result of an award; not to charge a management fee for the performance of a contract; and to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations.
- B. Cross Reference Table Volume 1, Tab 1
In order to assist the prospective Provider in its development of a responsive proposal and to facilitate proposal evaluation by the Department, the prospective Provider shall provide a table that cross-references the contents of its proposal with the contents of the RFP. See Attachment O to this RFP for the cross reference table. This is a **MANDATORY** requirement. The prospective Providers shall insert the Attachment O in Volume 1, Tab 1, just after the Part A - Transmittal Letter.
 - C. Certificate of Experience - Volume 1, Tab 2
It is **MANDATORY** that the Bidder sign and submit under Tab 2, Attachment C, "Certificate of Experience" that includes a statement certifying that the prospective Provider has experience of at least two (2) years within the last five (5) years relevant to delivering afterschool and summer programs that address at-risk and delinquent youth between the ages of five (5) and seventeen (17) as specified in Attachment I, Services to be Provided. If the Provider is a current Provider in good standing providing the same or similar services to DJJ and has provided these services for at least the last six (6) consecutive months from the date of RFP issuance, the Provider shall be responsible for identifying on Attachment C where these services are currently being provided. If the Provider is not a current Provider of the same or similar services to DJJ but has provided these services to DJJ within the last two (2) years from the date of RFP issuance, the Provider shall identify on Attachment C where these services to DJJ were previously provided.
 - D. Client Reference Form – Volume 1, Tab 2
It is **MANDATORY** that the Bidder have a completed Attachment E (Client Reference Form) independently completed and delivered to the Department by at least three previous or current clients for whom the Provider has delivered relevant afterschool and summer programs that address at-risk and delinquent youth between the ages of five (5) and seventeen (17). If the Provider is a current Provider in good standing providing the same or similar services to DJJ and has provided these services for at least the last six (6) consecutive months from the date of RFP issuance, the Provider is not required to submit an Attachment E; however, the Provider shall be responsible for identifying on Attachment C where these services are currently being provided. If the Bidder is not a current Provider of the same or similar services to DJJ but has provided these services to DJJ within the last two (2) years from the date of the RFP issuance, they are only required to submit two (2) non-DJJ references; however, the Provider shall identify on Attachment C where the prior services to DJJ were provided. Attachment E must be certified by a notary public and received by the date and time specified on the form or it will not be accepted. The Department reserves the right to contact any and all references in the course of this solicitation and make a fitness determination, not subject to review or challenge. No electronic submissions will be accepted for Attachment E (Client Reference Form).
 - E. Certificate of a Drug-Free Workplace – Volume 1, Tab 2
The proposal may contain the certification of a drug-free workplace in accordance with section 287.087, Florida Statutes, if desired by the Provider; for preference in the event of a tie in the scoring of a competitive solicitation. This is not a mandatory requirement. The certification form (Attachment K) is available at: <http://www.djj.state.fl.us/providers/contracts/index.html>
 - F. Technical Proposal - Volume 1, Tabs 3 – 8
The Technical Proposal (described below in paragraphs 1-4) shall be prepared in the format listed below utilizing 8.5" x 11" paper with one-inch margins top, bottom, and sides. Each prospective Provider shall limit the Technical Proposal's narrative to no more than 60 (sixty) consecutive pages. **Pages submitted in excess of the specified limit for the**

Technical Proposal's narrative will be removed prior to evaluation and will not be evaluated. Any attachments, charts, photos, maps, diagrams, or other resource materials that support the information provided in the Technical Proposal shall be referenced within the Technical Proposal's narrative, included as exhibits or attachments to the Technical Proposal, and presented at the end of the Technical Proposal. Such exhibits or attachments shall not be counted in the 60 (sixty) page limitation established for the Technical Proposal.

The Technical Proposal package shall contain the following sections in the following sequence:

1. Introductory Statement – Volume 1, Tab 3
This section should be an introductory statement of the general strategy and methodology that will be used to achieve the project goals.
2. Management Capability – Volume 1, Tab 4
Management Capability- Services
 - a. This section shall reasonably and logically identify the management approach to plan, control, and manage the services, in accordance with requirements identified in Attachment I, Services to be Provided.
 - b. This section shall provide a copy of the Respondent's corporate organizational chart and description of the corporate organizational structure, leadership and staff qualifications (resume or job description) that indicate sufficient management capability to perform or provide oversight of the services required.
 - c. This section shall also identify the Respondent's corporate oversight and support for services.
 - d. This section shall identify whether contract approval is required by a governing entity (Board or Committee). If so, provide a detailed plan as to how the Respondent's organization will ensure the resulting Contract is executed by the contract start date.
3. Statement of Need – Volume 1, Tab 5
This section shall identify how the proposed program addresses the issues and unmet programmatic needs facing youth at risk of delinquency during afterschool and summer hours and risk factors for the identified domains: record of referrals; school; use of free time; relationships; family/living arrangement; alcohol and drugs; mental health; attitudes/behaviors; aggression; and skills.
4. Services to be Provided – Volume 1, Tab 6
This section shall include a detailed description of the Respondent's approach to providing the services required by this RFP. Respondents to this solicitation are urged to indicate the extent to which they will focus on maintaining and strengthening the family as a whole so that children may remain in their homes and communities.
 - a. The Respondent shall explicitly address all Department requirements specified in Attachment I and must include Service Tasks to be Performed, Service Location and Times, Deliverables, and Performance Measures.
 - b. In addition, this section shall identify how the proposed program addresses the problem and provides a solution to the problem identified in the Statement of Need.
 - c. The section shall clearly identify how the involvement within the schools, community, and neighborhoods will assist in services to youth at risk of delinquency. The Respondent should address how the program will engage and work with parents, families, caregivers and other key support networks.
 - d. This section shall describe the criteria to be utilized to determine youth program eligibility and define successful program completion.
 - e. This section shall describe the service components and service tasks to be utilized within the program and appropriate frequency and timeframes of proposed services to ensure youth at risk of delinquency are able to

complete program services in a timely manner (see Attachment I. Subsection A).

- f. This section shall outline how the program will accomplish its performance measures and if the measures are appropriate and reasonable (see Attachment I. Subsection B).
- g. In addition, the Respondent shall provide the documentation as requested and outlined in Attachment O. PLEASE NOTE THAT IT IS INSUFFICIENT FOR PROPOSALS TO MERELY RECITE OR REITERATE THE SERVICES TO BE PROVIDED.

5. Staffing and Personnel – Volume 1, Tab 7

- a. This section shall describe the number and type of staff to perform services, required management staff positions, and key personnel that are required in order to deliver services as specified in the RFP.
- b. This section shall describe all professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP.
- c. This section shall describe any training required for staff to perform services as specified in the RFP.

6. Implementation Plan – Volume 1, Tab 8

- a. This section shall provide a detailed plan of implementation for the services to be provided for the duration of the funding period.
- b. This section shall provide a detailed timeframe of all proposed activities (including anticipated dates of start and completion) of services and deliverables.

G. Financial Proposal (Volume 2)

1. Price – Volume 2, Tab 1

- a. It is **MANDATORY** that the prospective Provider shall provide a price for each deliverable by returning a completed and signed copy of the Department's Attachment J - Price Sheet. The price evaluated is the "Proposed Maximum Contract Amount." The price shall include all services, material and labor necessary to complete the Services to be Provided in Attachment I as described in this RFP and the Respondent's proposal. The price shall be expressed as 2 decimal numbers or shall be treated as a mathematical error by the Department and rounded up to the next 2 decimal place number.
- b. It is **MANDATORY** that the prospective Provider submit a completed and signed Attachment J that proposes a maximum Contract dollar amount at or below the maximum Contract dollar amount stated in the RFP. Any proposal without a completed and signed Attachment J or with a proposed maximum Contract dollar amount exceeding the maximum Contract dollar amount will be rejected.

2. Budget – Volume 2, Tab 2

- a. It is **MANDATORY** that the prospective Provider complete and submit Attachment H (Budget) in Tab 2 of Volume 2, available at: <http://www.djj.state.fl.us/providers/contracts>.

3. Certified Minority Business (CMBE) Utilization Plan – Volume 2, Tab 3

The Respondent shall describe its plan and/or methods to encourage diversity and utilize minority businesses in the performance of the services described in this solicitation. The information provided in this section shall address the plan described in the Attachment F - available at: <http://www.djj.state.fl.us/providers/contracts/index.html> of the RFP. The Respondent shall also include documentation supporting the CMBE Plan, for each Florida CMBE listed on Attachment F that the Respondent intends to utilize in the program procured. Florida CMBEs must meet all CMBE eligibility criteria and be certified as a CMBE by the Office of Supplier Diversity (OSD) of the Florida Department of Management Services. The documentation shall be a 1-page letter supplied by the CMBE on its letterhead stationery, stating the intent

of the CMBE to participate in the program and clearly identifying the Department Solicitation Number. No points will be awarded for the CMBE Utilization Plan.

H. Mailing Label

Prospective Providers submitting proposals in response to this solicitation shall either affix the label below (or a copy thereof) to the lower, left hand corner outside of all envelopes or containers containing their proposals or mark their proposal with the identifying information. This is to ensure that the Department's mailroom identifies the package(s) as a proposal and delivers it expeditiously. Prospective Providers shall complete the information on the label prior to affixing the label.

DJJ SOLICITATION NUMBER 10167

DATE DUE: 4/1/2014 at 2:00 P.M. EST, 1:00 P.M. CST
ENVELOPE/BOX # _____ OF _____ ENVELOPE(S)/BOX(ES)

Florida Department of Juvenile Justice
Attention: Bureau of Contracts
Patricia Kenyon, Procurement Manager
2737 Centerview Drive, Suite 1125
Tallahassee, Florida 32399-3100

**ATTACHMENT C (MANDATORY)
 CERTIFICATE OF EXPERIENCE
 (TO BE COMPLETED BY RESPONDENT)
 RFP #10167**

THIS MANDATORY FORM SHALL BE COMPLETED BY THE RESPONDENT AND SIGNED BY A PERSON AUTHORIZED TO MAKE STATEMENTS ON BEHALF OF THE RESPONDENT. THE COMPLETED AND SIGNED FORM SHALL BE SUBMITTED WITH PROPOSAL AND MUST BE RECEIVED NO LATER THAN THE DATE AND TIME SPECIFIED IN THE CALENDAR OF EVENTS (SECTION IV. A.), AND SUBMITTED TO THE DEPARTMENT OF JUVENILE JUSTICE AT THE ADDRESS IDENTIFIED IN SECTION III OF ATTACHMENT B.

COMPANY NAME: _____

DATE ESTABLISHED: _____

PRIMARY BUSINESS: _____

TOTAL NUMBER OF EMPLOYEES: _____

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

NUMBER OF YEARS EXPERIENCE PROVIDING AFTERSCHOOL OR SUMMER PROGRAMS (PUBLIC AND OR PRIVATE):

LIST ENTITIES FOR WHO THE COMPANY HAS PROVIDED AFTERSCHOOL AND SUMMER PROGRAMS WITHIN THE LAST FIVE YEARS AND THE DATES OF THE PERFORMANCE (BIDDER MUST DEMONSTRATE TWO (2) YEARS EXPERIENCE WITHIN THE LAST FIVE (5) YEARS):

IF SERVICES PROVIDED TO DJJ

A. THIS SECTION IS TO BE COMPLETED BY RESPONDENTS CURRENTLY PROVIDING THE SIMILAR SERVICES AS DESCRIBED IN THE RFP TO DJJ FOR AT LEAST THE LAST SIX (6) CONSECUTIVE MONTHS:

CURRENT DJJ CONTRACT NUMBER PROVIDING SERVICES: _____

DATE SERVICES BEGAN FOR THE ABOVE CONTRACT: _____

B. THIS SECTION IS TO BE COMPLETED BY RESPONDENTS WHO PROVIDED THE SIMILAR SERVICES AS DESCRIBED IN THE RFP TO DJJ WITHIN THE LAST TWO (2) YEARS FROM THE DATE OF RFP ISSUANCE:

PREVIOUS DJJ CONTRACT NUMBER THAT PROVIDED SERVICES: _____

DATE SERVICES BEGAN FOR THE ABOVE CONTRACT: _____

DATE SERVICES ENDED FOR THE ABOVE CONTRACT: _____

I, _____, CERTIFY THAT THE RESPONDENT KNOWN AS _____ HAS AT LEAST _____ YEARS EXPERIENCE WITHIN THE LAST FIVE (5) YEARS RELEVANT TO THE SERVICES DESCRIBED IN ATTACHMENT I.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT D - EVALUATION CRITERIA

Proposal Section	Section Title	Maximum Possible Points per Section
A.	Transmittal Letter (MANDATORY REQUIREMENT)	0
B.	<u>Technical Proposal – Volume 1</u>	
	1. Introductory Statement	0
	2. Management Capability (Category #1)	100
	3. Statement of Need (Category #2)	50
	4. Services To be Provided (Category #3)	200
	5. Staffing & Personnel (Category #4)	155
	6. Implementation Plan (Category #5)	95
C.	<u>Financial Proposal – Volume 2</u>	
	1. Price Sheet (as stated in Attachment J)	0
	2. Budget (as stated in Attachment H)	0
Total Maximum Overall Points		600

EVALUATION CRITERIA

THIS RFP CONTAINS MANDATORY REQUIREMENTS THAT ARE SPECIFIED IN ATTACHMENT B, SECTION V. FAILURE TO MEET THESE REQUIREMENTS WILL RESULT IN A PROPOSAL NOT BEING EVALUATED AND REJECTED AS NON-RESPONSIVE. NO POINTS WILL BE AWARDED FOR MEETING MANDATORY REQUIREMENTS. ALL EVALUATION AND REVIEW OF THE RESPONDENTS PROPOSAL WILL BE BASED SOLELY ON THE HARD COPIES OF VOLUMES 1 and 2, UNLESS OTHERWISE NOTED IN THIS RFP.

- I. The Department will use the following methods to score the relevant section of the Respondent's proposal.
- A. Transmittal Letter
Proposals will be rejected as non-responsive if a transmittal letter is not drafted, signed and submitted by an authorized representative of the Respondent and contain the information required by Attachment B, Section XIX. A. This is a **MANDATORY** requirement (see Attachment B, Section V.) of the RFP; however, no points will be awarded.
- B. Technical Proposal
- The Technical Response's sections will be evaluated by a minimum of three Department employees serving as evaluators. They will independently score these sections based on the requirements of the RFP on a 0-5 scale. The assignment of points by each evaluator will be based upon the following description of each score:

Use the following rating scores to rate the evaluation question in Attachment P:		AWARD CRITERIA
RATING	SCORE	EVALUATION DESCRIPTION
Excellent	5	The proposal exceeds all technical specifications and requirements for the service component specified. The approach is innovative, comprehensive, and complete in every detail.
Very Good	4	The proposal meets all technical specifications and

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

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

C. Financial Proposal - Evaluation Criteria

1. It is **MANDATORY** that the prospective Provider submits a completed and signed Attachment J that proposes a Maximum Contract Dollar Amount at or below the Maximum Contract Dollar Amount stated in the RFP; however no points will be awarded. Any proposal without a completed and signed Attachment J or with a proposed Maximum Contract Dollar Amount exceeding the Maximum Contract Dollar Amount shall be rejected.
2. It is **MANDATORY** that the prospective Provider submits a completed and signed Attachment H however, no points will be awarded. The Financial Proposal will be evaluated to determine whether the costs listed in the Attachment H- Budget are allowable, reasonable and necessary. To be allowable, a cost must be allowable pursuant to state and federal expenditure laws, rules and regulations and authorized by the agreement between the State and Provider. To be reasonable, a cost must be evaluated to determine that the amount does not exceed what a prudent person would incur given specific circumstances. To be necessary, a cost must be essential to the successful completion of the program.

**ATTACHMENT E (MANDATORY)
CLIENT REFERENCE FORM**

**(THIS FORM MUST BE COMPLETED BY THE PERSON GIVING THE REFERENCE, NOT THE PROSPECTIVE
PROVIDER
AND MUST BE CERTIFIED BY A NOTARY PUBLIC)**

THIS FORM SHALL BE RETURNED BY THE PERSON COMPLETING IT TO: DEPARTMENT OF JUVENILE JUSTICE, BUREAU OF CONTRACTS, 2737 CENTERVIEW DRIVE, SUITE 1125, TALLAHASSEE, FLORIDA, 32399-3100, ATTENTION: PATRICIA KENYON. THE ENVELOPE MUST BE MARKED "RFP #10167" AND RECEIVED AT THE ABOVE ADDRESS, NO LATER THAN APRIL 1, 2014 at 2:00 P.M. EST (AS SPECIFIED IN THE CALENDAR OF EVENTS (SECTION IV. A.).

THIS REFERENCE IS
FOR: _____

NAME OF PERSON PROVIDING
REFERENCE: _____

TITLE OF PERSON PROVIDING
REFERENCE: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL: _____

ADDRESS: _____

1. What type of services did this Provider perform (based on your relationship with the Provider) and over what time period to your knowledge? Please also identify your relationship with the Provider.

2. Did you have any specific concerns about this Provider (from the perspective of your relationship with the Provider)?

3. Did the Provider demonstrate the ability to provide afterschool and summer programs that address at-risk and delinquent youth between the ages of five (5) and seventeen (17) with risk factors for the identified domains: record of referrals; school; use of free time; relationships; family/living arrangement; alcohol and drugs; mental health; attitudes/behaviors; aggression; and skills?

4. How would you assess the dependability and competency of the Provider's key personnel?

5. Would you award another Contract to this Provider or would you work cooperatively with the Provider on another project?

6. Please make any additional comments here _____

PLEASE SIGN BELOW AND HAVE THIS FORM CERTIFIED BY A NOTARY PUBLIC

Signed by: _____

Being duly sworn deposes and says that the information contained herein is true and accurate.

Subscribed and sworn before me this _____ day of _____ 2014

Notary Public: _____

My Commission Expires: _____

State of Commission: _____

ATTACHMENT G

SAMPLE CONTRACT

**THIS DOCUMENT HAS BEEN UPLOADED SEPARATELY FROM THE RFP DOCUMENT AND IS
POSTED ON THE VBS WITH THE RFP.**

**ATTACHMENT G IS FOR INFORMATIONAL PURPOSES ONLY AND WILL BE CHANGED AND
COMPLETED AFTER AWARD.**

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT J - PRICE SHEET (MANDATORY)

SERVICE TYPE	TOTAL NUMBER OF YOUTH	MONTHLY FIXED PRICE TBD BASED ON ANNUAL MAXIMUM PROPOSED CONTRACT DOLLAR AMOUNT	SERVICE DAYS	ANNUAL MAXIMUM PROPOSED CONTRACT DOLLAR AMOUNT
Afterschool and Summer Programs	(1)	(2) Rate: _____ Based on Formula: ANNUAL MAXIMUM PROPOSED CONTRACT DOLLAR AMOUNT divided by NUMBER OF YOUTH divided by SERVICE DAYS	(3)	(4) \$ _____
NOTE: IT IS MANDATORY THAT #(4) THE TOTAL ANNUAL MAXIMUM PRICE FOR PROGRAM OPERATIONS CONTRACT DOLLAR AMOUNT PROPOSED DOES NOT EXCEED THE TOTAL AVAILABLE MAXIMUM PRICE FOR PROGRAM OPERATIONS PER CONTRACT DOLLAR AMOUNT (\$65,000.00) AS STATED IN THE RFP. IF IT IS EXCEEDED, THE RESPONDENT'S PROPOSAL WILL NOT BE EVALUATED.				

INSTRUCTIONS:

In cell # (1) above, Respondents shall insert the "Total Number of Youth" to be served.

In cell # (2), Rate is calculated based on the formula identified above.

In cell # (3) above, Respondents shall insert the "Service Days" (total number of days during the resulting Contract term that youth will be served).

In cell # (4) above, Respondents shall insert the "Annual Maximum Proposed Contract Dollar Amount".

THE ANNUAL MAXIMUM PROPOSED CONTRACT DOLLAR AMOUNT WILL BE MULTIPLIED BY THE NUMBER OF YEARS IN THE INITIAL TERM OF THE CONTRACT (AS APPLICABLE). TERMS OF LESS THAN ONE YEAR SHALL BE PRO-RATED. ANY RENEWAL OPTIONS EXERCISED AT THE DEPARTMENT'S DISCRETION SHALL BE ON THE SAME TERMS AND CONDITIONS.

Information from Attachment J – Price Sheet and Attachment H- Budget must match and both will be evaluated, but not scored, to ensure the costs listed are allowable, reasonable and necessary.

By submission of and signature on this form, the Respondent agrees to all terms and conditions of this RFP and commits the Respondent to the prices stated.

NAME: _____ TITLE: _____

COMPANY: _____

E-MAIL ADDRESS: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT O**THE COMPLETION OF THIS CROSS REFERENCE TABLE IS A MANDATORY REQUIREMENT****RFP/PROPOSAL CROSS REFERENCE TABLE**

RFP DOCUMENTATION (TO BE COMPLETED BY DEPARTMENT)			LOCATION IN PROPOSAL (TO BE COMPLETED BY RESPONDENT)	
SECTION/PART	SUBJECT	MANDATORY CRITERIA (X FOR YES)	PAGE NUMBERS	SECTIONS/PARTS
	GENERAL PROPOSAL RESPONSE REQUIREMENTS			
PLEASE NOTE: General Proposal Response Requirements that are checked as Mandatory Criteria must be provided by the Respondent to be considered responsive to this RFP. Failure to provide the required mandatory documentation will result in a proposal not being evaluated and rejected as non-responsive.				
Section V. G and Section XIX B.	Cross Reference Table	X		
Section V. B. and Section XIX A.	Transmittal Letter containing all the information required by Section XIX. A.	X		
Section XIX A.1	Office Name, Address, Telephone Number, Name and Title of Official with authority to bind the Contract.	X		
Section XIX A.1	FEID Number	X		
Section XIX A.1	DUNS Number – if applicable	X		
Section XIX A.2	Name, Title, Address, Telephone Number of Contract Manager	X		
Section XIX A.3	D/B/A Doing Business As with Reason for D/B/A. (if applicable)	X		
Section XIX A.4	Statement Provider agrees to all terms and conditions contained in the Request for Proposal for which this proposal is submitted.	X		
Section XIX A.5	Statement Provider meets all Terms and Conditions of Attachment A, including not presently debarred, suspended, or proposed for debarment.	X		
Section XIX A.6	Statement Provider certifies that neither the prospective Provider nor anyone acting on its behalf has contacted anyone, between the release of the solicitation and due date of this solicitation, any employee or Manager of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement Manager or as provided in the solicitation documents.”	X		
Section XIX A.7	Statement Provider certifies that neither the prospective Provider nor anyone acting on its behalf is a State Advisory Group (SAG) member,	X		

	nor is a relative of or employed by a SAG member, nor is receiving any form of compensation from, or serving as a director or officer of a grant recipient or applicant, of a State Advisory Group member.			
Section XIX A.8	Statement Provider certifies that the Provider is aware of special conditions associated with for-profit organizations receiving Federal funds, including the requirement that commercial organizations agree not to make a profit as a result of an award; not to charge a management fee for the performance of a contract; and to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations.	X		
Section V.F. and Section XIX G.1.a and b.	Attachment J – A completed & signed copy of the Attachment J with the annual maximum contract dollar amount at or below the annual maximum contract dollar amount stated in the RFP.	X		
Section V. E. and Section XIX G.1.c.	Attachment H – Budget.	X		
Section XIX G.2.	Certified Minority Business (CMBE) Utilization Plan.			
Section XIX E.	Certificate of Drug-Free Workplace.			
	TECHNICAL PROPOSAL RESPONSE (SUGGESTED DOCUMENTATION*)			
*PLEASE NOTE: Respondent is requested to provide evidence of existing documentation (plans, resumes, charts, etc.) as requested in this cross reference table and addressed below. If evidentiary documentation is not currently available, provide evidence of intent or plan to implement and identify as such. This will include proposed plans, schedules, proposed staff contracts, job description etc. Include all relevant information that will assist DJJ in evaluating your proposal. Failure to provide information as requested may result in 0 points being assessed for that portion of the proposal evaluation. If the Respondent is selected for contract award, the proposed service and all elements thereof will be incorporated by reference into the resulting Contract, unless they do not otherwise meet the terms and conditions of this RFP.				
	CATEGORY #1: Management Capability			
Section XIX. F. 2. a.	Identify the management approach to plan, control, and manage the services, in accordance with requirements identified in Attachment I, Services to be Provided.			
Section XIX. F. 2.b.	Provide a copy of the Respondent's corporate organizational chart and description of the corporate organizational structure, leadership and staff qualifications (resume or job description) that indicate sufficient management capability to perform or provide oversight of the services required.			

Section XIX. F. 2.c.	Describe Respondent's <u>corporate</u> oversight and support for the services.			
Section XIX. F.2.d.	Identify whether contract approval is required by a governing entity (Board or Committee). If so, provide a detailed plan as to how the Respondent's organization will ensure the resulting Contract is executed by the August 1, 2014, start date.			
	CATEGORY #2: Statement of Need			
Section XIX. F.3.	Describe how the Respondent's program addresses the issues and unmet programmatic needs facing at-risk and delinquent youth between the ages of five (5) and seventeen (17) during afterschool and summer hours and risk factors for the identified domains: record of referrals; school; use of free time; relationships; family/living arrangement; alcohol and drugs; mental health; attitudes and behaviors; aggression; and skills.			
	CATEGORY #3: Services to be Provided			
Section XIX. F.4.a.	Address, in detail, all Department requirements specified in Attachment I and must include Service Tasks to be Performed, Service Locations and Times, Deliverables, and Performance Measures.			
Section XIX. F.4.b.	Describe Respondent's plan to address the needs and to develop a solution in response to the problem identified in the Statement of Need.			
Section XIX. F.4.c.	Describe Respondent's plan to address how involvement within the schools, community, and neighborhoods will assist in services to at-risk youth. The Respondent should address how the program will engage and work with parents, families, caregivers and other key support networks.			
Section XIX. F.4.d.	Describe, in detail, the Respondent's company's criteria utilized to determine youth program eligibility and define successful program completion.			
Section XIX. F.4.e.	Describe the Respondent's service components and service tasks to be used within the program and the appropriate frequency and timeframes of proposed services that ensures youth are able to complete program services in a timely manner (See Attachment I, Subsection A).			
Section XIX. F.4.f.	Describe how the Respondent's company will			

	accomplish its performance measures and if the measures are appropriate and reasonable (See Attachment I, Subsection B).			
	CATEGORY #4: Staffing and Personnel			
Section XIX. F.5.a.	Describe the Respondent's company's number and type of staff to perform services, required management staff positions, and key personnel that are required in order to deliver services as specified in the RFP.			
Section XIX. F.5.b.	Describe all professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP.			
Section XIX. F.5.c.	Describe any training required for staff to perform services as specified in the RFP.			
	CATEGORY #5: Implementation Plan			
Section XIX. F.6.a.	Provide a detailed plan of implementation for the services to be provided for the duration of the funding period.			
Section XIX. F.6.b.	Describe, in detail, a timeline for all proposed activities (including anticipated dates of start and completion) of services and deliverables.			

**ATTACHMENT P
EVALUATION QUESTIONS/CONSIDERATIONS**

RFP 10167 AFTERSCHOOL AND SUMMER PROGRAMS

CATEGORY #1: Management Capability

How well does the proposal describe the Respondent's management capability?

Consideration 1.1: To what extent does the proposal describe the Respondent's management approach to plan, control, and manage the services, in accordance with requirements identified in Attachment I, Services to be Provided? *(Weighted: 7 Max Points: 35)*

Consideration 1.2: How well does the Respondent's proposed organizational structure (as indicated in the organizational chart and in the leadership's staff qualifications) indicate sufficient management capability to perform the services required by the RFP? *(Weighted: 6 Max Points: 30)*

Consideration 1.3: How well does the proposal clearly identify corporate oversight and support for the service required? Does the proposal identify whether contract approval is required by a governing entity (Board or Committee)? If so, does the proposal include a detailed plan as to how the organization will ensure the contract is executed by the August 1, 2014, start date? *(Weighted: 7 Max Points: 35)*

CATEGORY #2: Statement of Need

How well does the proposal outline the need for program services? Describe the services to be provided.

Consideration 2.1: How well does the proposal identify how the program addresses the issues facing youth at risk of delinquency between the ages of five (5) and seventeen (17) during afterschool and summer hours and their identified risk factors for the identified domain: record of referrals; school; use of free time; relationships, family/living arrangement; alcohol and drugs; mental health; attitudes/behaviors; aggression; and skills. *(Weighted: 10 Max Points: 50)*

CATEGORY #3: Services to be Provided

How well does the proposal describe the services to be provided?

Consideration 3.1: To what extent does the proposed program address the problem and provide a solution to the problem identified in the Statement of Need? *(Weighted: 7 Max Points: 35)*

Consideration 3.2: To what extent does the proposal clearly identify how involvement within the schools, community, and neighborhoods will assist in services to at risk youth? The Respondent should address how the program will engage and work with parents, families, caregivers and other key support networks. *(Weighted: 8 Max Points: 40)*

Consideration 3.3: To what extent does the proposal describe the criteria to be utilized to determine youth program eligibility and define successful program completion? *(Weighted: 9 Max Points: 45)*

Consideration 3.4: To what extent does the proposal describe the service components and service tasks to be utilized within the program and appropriate frequency and timeframes of proposed services to ensure youth are able to complete the program services in a timely manner? *(Weighted: 9 Max Points: 45)*

Consideration 3.5: How well does the proposal describe how the Respondent will accomplish its performance measures and are the performance measures appropriate and reasonable? *(Weighted: 7 Max Points: 35)*

CATEGORY #4: Staffing and Personnel

How well does the proposal outline the staffing and personnel structure?

Consideration 4.1: To what extent does the proposal outline the number and type of staff to perform service, required management staff positions, and key personnel that are required in order to deliver services as specified in the RFP?

(Weighted: 12 Max Points: 60)

Consideration 4.2: Does the Respondent identify professional qualifications and licensure of all management personnel and key personnel that are required in order to deliver services as specified in the RFP?

(Weighted: 8 Max Points 40)

Consideration 4.3: Does the proposal describe any training required for staff to perform program services as specified in the RFP?

(Weighted: 11 Max Points: 55)

CATEGORY #5: Implementation Plan

To what extent does the Respondent outline the proposed implementation plan?

Consideration 5.1: Does the proposal provide a detailed plan of implementation for the services to be provided for the duration of the funding period? *(Weighted: 12 Max Points: 60)*

Consideration 5.2: Does the proposal include a detailed timeline for all proposed activities (including anticipated dates of start and completion) of services and deliverables?

(Weighted 7 Max Points 35)

ATTACHMENT I SERVICES TO BE PROVIDED

I. GENERAL DESCRIPTION

A. Services to be Provided

1. This RFP is issued by the State of Florida Department of Juvenile Justice (the Department) with grant funds made available through the U.S. Department of Justice, Office of Juvenile Justice Delinquency Prevention (OJJDP) to solicit proposals that address the issues facing youth at risk of delinquency between the ages of five (5) and seventeen (17) during afterschool and summer hours. The Department seeks to deliver afterschool and summer program services that support, but are not limited to: restorative justice; mentoring; family engagement; educational enhancement; life skills building; employment placement; parent and child relationship building; after school artistic programs and other services that will support prevention and diversion of youth from the juvenile justice system.
2. Respondents shall focus on maintaining and strengthening the family as a whole so that children may remain in their homes and communities. The Respondent shall address how the program will engage and work with parents, families, caregivers and other key support networks.
3. Programs are required to include one or more program strategies that are consistent with recommendations for evidence based program strategies as stated in the OJJDP Model Programs Guide and database and/or are researched based program strategies. Information relating to the OJJDP Model Programs Guide and database, searchable Web resource containing information on the full range of evidence-based juvenile justice programs, from delinquency prevention and intervention which allows communities to locate evidence-based juvenile justice strategies that will fit their needs and enhance their likelihood for success, can be found on the web (see www.dsgonline.com/mpg2.5/mpg_index.htm).

B. Authority for Specific Program Service(s)

Chapter 985, Florida Statutes gives the Department of Juvenile Justice the authority to:

1. Develop and implement effective programs to prevent delinquency;
2. Divert children from the traditional juvenile justice system;
3. Intervene at an early stage of delinquency;
4. Provide critically needed alternatives to institutionalization and deep-end commitment; and
5. Provide well-trained personnel, high-quality services, and cost effective programs within the juvenile justice system.

C. Major Goal(s) of the Services

The Department's goal, as specified in the OJJDP grant plan is to provide afterschool and summer program opportunities that engage at-risk and/or delinquent youth. Therefore, agencies awarded a contract will be monitored to ensure that the programs achieve substantial success in delivering services that reduce delinquency behavior and improve pro-social behaviors as a means to furthering the Department's goal and program objectives.

D. Program Implementation

The Respondent must have the capability to execute a Contract and begin direct services to youth by August 1, 2014. A detailed timeline for all proposed activities for implementation from Agency Decision through contract expiration shall be submitted (Exhibit 1 - Implementation Plan). Contracts will reflect the service period August 1, 2014 through July 31, 2015.

E. Available Funding

Total OJJDP grant funds available for the afterschool and summer program opportunities initial Contract award under this RFP is approximately \$65,000.00 per contract. **The Department anticipates awarding multiple contracts.** Funding for the Contract year (initial Contract award) and renewal years, if applicable, may increase or decrease, based on available grant funding to the Department. A budget surplus for any given year of a grant does not necessarily mean the surplus funds will be carried over into the following year.

F. Definitions

1. Evidence-based Delinquency Interventions: Interventions and practices which have been independently evaluated and found to reduce the likelihood of recidivism, or at least two (2) criminogenic needs within a juvenile offending population. The evaluation must have used sound methodology, including, but not limited to: random assignment, use of control groups or matched comparison groups, valid and reliable measures, low attrition, and appropriate analysis. Such studies shall provide evidence of statistically significant positive effects of adequate size and duration. In addition, there must be evidence that replication by different implementation teams at different sites is possible with similar positive outcomes.
2. Mentoring: A process in which the mentor serves as a role model, trusted counselor, or teacher who provides opportunities for development, growth, and support to less experienced individuals. In career mentoring, for example, individuals receive career-related information, encouragement, and advice.
3. Office of Juvenile Justice Delinquency Prevention (OJJDP): A component of the Office of Justice Programs, U.S. Department of Justice accomplishes its mission by supporting states, local communities, and tribal jurisdictions in their efforts to develop and implement effective programs for juveniles. The Office strives to strengthen the juvenile justice system's efforts to protect public safety, hold offenders accountable, and provide services that address the needs of youth and their families.
4. Prevention: Efforts that support youth who are "at-risk" of becoming involved in delinquent behavior and help prevent a juvenile from entering the juvenile justice system as delinquent. Prevention includes arbitration, diversionary, or mediation programs, and community service work, or other treatment available subsequent to a child committing a delinquent act.
5. Outcome: A measure of the quantified result, impact, or benefit of program tasks on the clients, customers, or users of the services.
6. Respondent: Also referred to as the prospective Provider or Provider, the Respondent is the entity submitting a response, proposal, and/or reply to this specific solicitation.
7. Response, Proposal, and/or Reply: A document submitted in reply to a Request for Proposal (RFP) procurement document to be considered for contract award as a lead agency for the Department.

II. **SERVICES TO BE PROVIDED**A. Service Tasks to be Performed

1. All major specific service tasks and a description of each task that must be carried out to deliver the overall services shall be outlined in Attachment I. Subsection A. for the duration of the resulting Contract (Examples: Case Management, Education, Outreach, Admission, Academic Assistance, Tutoring, Life Skills Training, Social Skills Development, Leadership Skills, and Consultation).
 - a. Describe in detail the requirements of delivering the specific service tasks and/or sub-tasks that fall under each major task. Use subheadings as needed.
 - b. Number the Major Service Tasks as necessary and also sub-number/outline the Sub-tasks that are related to the Major Task.
 - c. If there is a program acceptance, admittance, discharge, and /or termination process describe it/them here. If there is a process or programs that allow completion, the Respondent can describe successful completion or failure here.
2. Programs must target at-risk and/or delinquent youth between the ages of five (5) and seventeen (17), to divert them away from the juvenile justice system. Examples: The following list presents examples (not exhaustive) of the types of program activities that can be funded:
 - Afterschool Services Programming
 - Conflict Resolution and Interpersonal Skills
 - Family Engagement
 -

- Educational Enhancement
- Alcohol and Substance Abuse Prevention Services
- Employment Placement
- Life Skills Training
- Gang Prevention

B. Service Tasks Limits

The Respondent shall serve youth between the ages of five (5) and seventeen (17). The Respondent shall provide services to youth who meet the eligibility criteria contained in the resulting Contract. The Respondent shall not be reimbursed for services rendered outside the terms of the resulting Contract.

C. Service Locations and Times

1. Service Locations

The proposal shall outline in detail where services shall be provided. Any additional space where services are to be provided shall be approved in writing by the Department's Contract Manager.

2. Service Times

Administrative services shall be provided, at a minimum, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for state recognized holidays. Hours of operation deviating from traditional business hours should be detailed in the application/proposal.

3. Changes to Service Locations and/or Times

The Respondent shall submit a request for written approval prior to any changes to the location of services or times for service delivery to the Department's Contract Manager. Approval must be obtained in writing from the Department, prior to any such changes.

III. STAFFING & PERSONNEL

The Respondent and all personnel provided under the resulting Contract from this RFP, whether performance is as a Provider, subcontractor, or any employee, agent or representative of the Provider or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. The Respondent shall provide copies of all current licenses or certificates required for the delivery of services under the resulting contract, to the Department's Contract Manager, prior to the delivery of services or as part of the proposal.

A. Background Screening

Prior to the provision of services, staff shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers available for review on the Department's website. The Respondent shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, Florida Statutes and the Department's background screening policy, (FDJJ 1800, Revised 7/30/10 with corrections on 8/12/10). The Respondent shall verify the employment eligibility of all current and prospective employees through the United States Department of Homeland Security's E-Verify System, throughout the duration of the resulting Contract. All costs occurring from, associated with, Department-required Background Screening for performance under the resulting Contract or otherwise required by federal or state law, rule, or department policy for Respondent's employees, agents or subcontractors, shall be the responsibility of the Respondent prior to contract execution.

B. Staff Training

This section shall address the provider's training plan to deliver trainings required by the Office of Prevention. All costs occurring from, associated with, Department-required training necessary for performance under the resulting Contract or otherwise required by federal or state law, rule, or department policy for Respondent employees, agents or subcontractors, shall be the responsibility of the Respondent. The provider may offer the required trainings in-house or purchase the Department's Learning Management System licenses to gain access to Department offered trainings. The Department's Learning Management System licenses may be purchased at the cost of \$35.00 per license. All training costs are included in the total cost of the services requested.

- C. Staffing Levels
The Respondent shall ensure the constant presence of sufficient qualified staff as indicated in the Attachment H Budget forms to provide the services listed, in order to ensure that there shall be no waiting lists for services and shall monitor staff vacancies to ensure that services are not cancelled, postponed, or rescheduled.
- D. Staffing Qualifications
All staff shall possess adequate education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines.
- E. Key Personnel and Vacancies
Those individuals who are responsible for the delivery of services are considered key personnel. In the event of a vacancy of key personnel, the Contract Manager shall be notified within 24 hours. Additionally, the vacant positions shall be filled by an individual with equivalent experience and expertise.
- F. Staffing Schedule
The Respondent shall have and utilize a written back-up plan and have adequate qualified staff to fill-in for staff who may be absent from work (e.g., unexpected emergency, illness, or vacation) to ensure that services will not be canceled or rescheduled.
- G. Staffing Changes
Changes to the minimum number of staff and qualifications required in the resulting Contract are not authorized. Staff changes shall be approved in writing by the Department's Contract Manager.

IV. **PROPERTY**

- A. Non-Expendable Tangible Personal Property
 - 1. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:
 - a. Expenditure of funds provided by the Department under a fixed-rate contract;
 - b. Expenditure of funds provided by the Department as pre-operational; and/or
 - c. Expenditure of funds provided by the Department as operational expense dollars.
 - 2. All state-furnished property acquired by the Provider through funding sources identified above, with a cost of \$1,000 or more and lasting more than one year, and hardback-covered bound books costing \$250 or more, shall be accounted for in accordance with chapter 10.300, Rules of the Auditor General. All such property, including replacements to state-furnished property that is lost, destroyed, exhausted or determined surplus under the terms of the resulting contract, shall be returned to the Department upon contract termination. Any replacements shall be in equal or greater value when returned to the Department.
 - 3. Upon delivery of Department-furnished property to the Provider, the Provider assumes the risk and responsibility for its loss and damage.
 - 4. All state-furnished property with a cost of \$100 or more, but less than \$1,000, shall be accounted for by the Provider using a system developed by the Provider and approved by the Department. The Provider's property accountability system shall contain, at a minimum: item number, item description, physical location of the property, serial or manufacturer's number, name, make or name of manufacturer, model year, date purchased, method of procurement, and condition of property. The system shall be designed to reflect any changes to the status of property such as condition or disposition. All such property shall be either returned to the Department upon contract termination or disposed of as instructed by the Department. Any replacements shall be of equal or greater value when returned to the Department.
 - 5. Providers shall submit to the Department's Contract Manager, on a quarterly basis, a listing of all items purchased that quarter under the contract. The listing shall include a statement as to whether the items were purchased with

- Department or Provider funds, and include supporting documentation of funds used.
6. The Provider shall not dispose of state-furnished property without the written permission of the Department. Department policies and procedures shall be followed when disposing of state-furnished property.
 7. The Provider shall not use any state-furnished property for any purpose except the delivery of services identified in the resulting Contract.
 8. The Provider shall submit a final inventory report for approval by the Department at conclusion of the resulting Contract.
 9. The Provider shall submit an annual joint inventory report of all state-furnished property and all Provider-owned property located at the facility to the Department's Contract Manager.
 10. The Provider shall report annually to the Department's Contract Manager an inventory of all state-titled vehicles or other vehicles purchased with state funds. The Provider shall maintain a monthly vehicle log for each vehicle and submit the completed log to the Contract Manager by the 5th day of each month. When utilizing state-furnished vehicles, the Provider shall comply with the Department's Vehicle Operations Policy and Fleet Management Manual.
 11. If the Department finds it necessary to purchase property through the Provider as opposed to direct acquisition, it shall be for the following reason(s):
 - a. The property is solely intended for use by the Provider in the delivery of the contracted services or the same or different Providers under subsequent continuing contracts intend continued use of this property throughout its useful life. It is not intended for direct use by Department staff;
 - b. The property is critical to the delivery of the contracted services and the Department more appropriately identifies the cost as a contract cost rather than Operating Capital Outlay; and
 - c. Direct purchase by the Respondent is more efficient than Department purchase, which would include additional costs for storage, delivery, retrieval, and disposal, etc.
- B. The Department shall be the custodian of all curriculums, materials, and data developed and implemented for the Department.

V. DELIVERABLES

A. Service Units

In addition to using the Respondent's proposed program deliverables (determined by the Respondent) in Attachment I. Subsection A. of the proposal, the following Department program deliverables (minimum standards) will be utilized by the Department throughout the duration of the resulting Contract:

1. One (1) assessment using the Department's Prevention Assessment Tool shall be completed and entered into Prevention Web for each newly admitted youth. Timeframe for data entry will be determined by the Department. The assessment shall include identification of youth risk factors with contributing variables that may have an impact on youth's behaviors and attitudes.
2. Youth pre-surveys and post-surveys shall be completed on each youth in the program as a measure of program effectiveness. Pre-program surveys shall be administered within one (1) week of program enrollment. Post-program surveys shall be administered within one week of being discharged from the program.

B. Reports

The Department will require progress or performance reports throughout the term of the resulting contract. The Provider shall complete reports as required to become eligible for payment. (e.g. the type, frequency, content, format of reports required and the party to receive the report; deadline for report submission, number of copies to be delivered, delivery method; and the Department representative to receive).

The following are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for action or disposition. Any and all notices shall be delivered to the parties at the following addresses:

Provider: INSERT PROVIDER NAME	Florida Department of Juvenile Justice
Individual's Name	Contract Manager's Name (To be provided in the final contract)
A Mailing Address	Mailing Address
A City, FL, Zip code	City, FL, Zip code
A Telephone Number	Telephone Number
A Fax Number	Fax Number
A E-mail Address	E-mail Address

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

1. Proof of Insurance

A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the initiation of service delivery, and prior to expiration. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in the resulting Contract.

2. Organizational Chart

The Provider's organizational chart shall be provided upon execution of the resulting Contract, annually, and upon changes. The organizational chart shall include the programmatic and administrative structure of the Provider's organization.

3. Subcontract(s)

A copy of each subcontracted agreement intended to be entered into by the Provider via the resulting Contract, shall be submitted to the Department in advance of its execution for Department approval. A signed copy of the subcontract approved by the Department shall be provided to the Department's Contract Manager once it has been executed and prior to the delivery of service to Department youth and payment to the subcontractor.

4. Continuity of Operations Plan (COOP)

Prior to the delivery of service, the Provider shall submit a Continuity of Operations Plan (COOP), which provides for the continuity of the services within the resulting Contract in the event of a manmade/natural disaster/emergency. The Department approved Plan format can be found on the Department's website. Additional information can be found in *FDJJ 1050, Continuity of Operations Plans*.

5. Youth Census Report

A complete list of youth provided services required under the terms and conditions of the resulting Contract during the service period detailed on the invoice shall be furnished. At a minimum, the Census Report shall include the youth name, juvenile justice identification number, date of service, and the service required by the Contract that was provided.

6. Monthly Activity & Progress Report (Exhibit 2)

A summary of contracted program services shall be submitted with the Providers invoice on a monthly basis. The report shall include a summary of service components provided, number of youth participants served, number of youth released from the program, detail of all program concerns/challenges/barriers, participation of collaborative partners, progress towards mandatory objectives and deliverables, and volunteers participating during the month.

7. Staff Vacancy Report

Any vacancy in a program position shall be reported to the Department Contract Manager in writing within three (3) business days of the position becoming vacant. The Provider shall provide a complete list of all vacant program positions

required by the resulting Contract, and include the position title, position number, date of vacancy, and position description. The Provider shall provide the Department's Contract Manager with an explanation for vacancies, which exceed 90 calendar days. Services shall be provided to all Department youth by qualified Provider staff regardless of whether a position(s) is vacant.

8. Certified Minority Business Enterprise (CMBE)

The Provider shall submit to the Contract Manager, along with each monthly invoice, the Florida MBE Utilization Report – available at: <http://www.djj.state.fl.us/providers/contracts/index.html>, listing all payments made for supplies and services to Minority Business Enterprises (MBEs) during the invoice period. The listing shall identify the MBE code for each payment.

9. OJJDP Performance Measure Reporting (Exhibit 3)

To assist in fulfilling the Department's responsibilities under the Government Performance and Results Act (GPRA), Public Law 103-62, the Provider is required to submit the OJJDP Performance Measures Data Reporting Form on OJJDP Performance Measures.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO
Invoice	Monthly	15 th day of the following reporting month	Contract Manager
Youth Census Report	Monthly	15 th day of the following reporting month	Contract Manager
Budget	Annually, or within 30 days of requested change	Annually, or within 30 days of requested change	Contract Manager
Monthly Activity & Progress Report	Monthly	15 th day of the following reporting month	Contract Manager
Background Investigations	Prior to initiation of service delivery and annually at renewal thereafter	Prior to initiation of service delivery and annually at renewal thereafter	Contract Manager
Proof of Insurance Coverage	Annually	Prior to the delivery of services and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Upon execution	Upon execution	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and annually at renewal thereafter	Contract Manager
Staff Vacancy Report	Monthly	15 th day of the following reporting month	Contract Manager
CMBE Utilization Report	Monthly	15 th day of the following reporting month	Contract Manager
Information Resource Request (IRR)	Prior to the purchase of information technology soft/hardware	Prior to the purchase of information technology soft/hardware	Contract Manager
Continuity of Operations Plan (COOP)	Annually	Prior to the delivery of services and annually at renewal thereafter	Contract Manager

OJJDP Performance Measure Data Report	Quarterly	Dec 1; March 1; June 1; Sept 30	DJJ Contract Manager
--	-----------	------------------------------------	-------------------------

C. Report Receipt and Documentation

The Provider shall submit written reports with all required documentation within the timeframes listed above to the correct individuals to become eligible for payment. Delivery of deliverables and reports shall not be construed to mean acceptance of those deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Contract Manager will approve or reject deliverables and reports.

VI. PERFORMANCE MEASURES

A. All recipients of OJJDP funding are required to collect and report data that measure the results of funded activities to ensure compliance with the Government Performance and Results Act of 1993. Select at least one (1) targeted behavior for which the Respondent will collect and report for youth in its program. Selection of behaviors is based on the grant-funded program goals and activities (See Exhibit 4).

B. In addition to using the Respondent's proposed program performance standard (determined by the Respondent) in Attachment I. Subsection B. of the proposal, the following Department performance measures (minimum standards) will be utilized by the Department throughout the duration of the resulting Contract to assist in determining the effectiveness of the program.

1. Performance Output

Goal: 100 % of the youth served through the Provider's program shall remain crime free while receiving services.

Measure: This will be measured through data collected in JJIS and Prevention Web.

Minimum Standard: A minimum of 85% of the youth served through the Provider's program shall remain crime free while receiving services.

2. Performance Outcome

Goal: 100 % of youth served through the Provider's program shall remain crime free for six (6) months after completing services.

Measure: This will be measured through data collected by DJJ Research and Planning.

Minimum Standard: A minimum of 85% of youth served through the Provider's program shall remain crime free for six (6) months after completing services.

3. Outcome Evaluation

a) The Provider shall, within 30 days of the resulting Contract start date, submit a Data Collection Plan detailing the process within their program for gathering, analyzing, evaluating and reporting to the Department demographic information for each youth referred to the program, pre- and post-test results, type and frequency of services provided to each youth, documentation detailing the percentage of improvement for each youth specific to each program outcome, and behavior characteristics/individualized needs for the youth. The information provided to the Department shall be utilized in evaluation of the effectiveness of the program, the results of which may impact future funding.

b) The Provider is required to collect and report to the Department, the following data for evaluation purposes.

- 1) Demographic information of youth served: name, date of birth, race, sex, Social Security number, date of admission, and date of release.
 - 2) School attendance.
 - 3) Behavior characteristics of youth admitted to the program.
 - 4) Results of any pre- and post-testing conducted by the program.
 - 5) Types of prevention services provided.
 - 6) Documentation of percentage of improvement in school attendance and social competence.
- c) The Provider is required to maintain data on a monthly basis in each individual participant file and shall enter data in to JJIS as required.
- d) The Provider, throughout the term of the resulting Contract, shall document compliance with required service tasks, performance and evaluation data, and provide documentation of such data for inspection upon request.
- e) The Provider shall participate in the annual Comprehensive Accountability Report (CAR) data verification project for a period of two years following the completion of the resulting Contract.
- f) The Department will conduct outcome evaluations and recidivism studies on the juveniles who complete the program.
- g) These evaluations and studies will consider the content of the program, its components and the duration of the program. The results may be used in the rating of the program for any future funding.

Attachment I. Subsection A. Service Components (REQUIREMENT)

Example Service Component Include Service Tasks to be Provided for each Program Service Component Identified	Frequency	What time of day, day of week, and during which months will the service be offered to all participants?	Minimum number of hours of this service to be considered as "completed all services"
Example Service Component: GED prep work (Four 6-week Sessions)	3 times a week for 6 weeks	1:30-4:30pm Every Monday, Wednesday and Friday for 6 weeks every two months September/October, November/December, January/February and March/April	54 classroom hours
<i>Example Service Task(s): Outreach to participant's schools to identify need, classroom instruction, pre-and post GED testing.</i>			
Service Component Include Service Tasks to be Provided for each Program Service Component Identified	Frequency	What time of day, day of week, and during which months will the service be offered to all participants?	Minimum number of hours of this service to be considered as "completed all services"
Service Component:			
Service Task(s):			
Service Component:			
Service Task(s):			
Service Component:			
Service Task(s):			
Service Component:			
Service Task(s):			

Attachment I. Subsection B. Performance Measures, Program Goals, Objectives & Strategies (REQUIREMENT)

INSTRUCTIONS: Be specific with each performance measure. Do not exceed more than two (2) pages per performance measure.

- What are the program's primary goals for each stated performance measure?
- How will the Respondent measure its achievements (objectives), and what strategies will it utilize to achieve them?
- For each performance measure, please identify the program goals and strategies for achievement.
- The strategies to be implemented shall accomplish the goals by answering the following statements:
 - Strategy – This is how we will make it happen.
 - Measurable Objectives – This is what we want to happen. (Must include a percentage to be reduced or increased.)
- Provide clear, precise, measurable and performance-based outcome objectives designed to achieve the stated goals. An objective is a specific, measurable statement of the desired immediate or direct outcome of the proposed prevention program, which supports the accomplishment of a goal.

1. PERFORMANCE MEASURE:

GOAL:

OBJECTIVE:

STRATEGIES:

MEASURABLE OBJECTIVES:

2. PERFORMANCE MEASURE:

GOAL:

OBJECTIVE:

STRATEGIES:

MEASURABLE OBJECTIVES:

3. PERFORMANCE MEASURE:

GOAL:

OBJECTIVE:

STRATEGIES:

MEASURABLE OBJECTIVES:

INSTRUCTIONS: How will you know if the program works? Answer the questions outlined below and develop a program performance standard. Be Specific. Do not exceed two (2) pages.

1. Describe the plan for measuring program effectiveness (both process and outcome).
2. Develop a program performance standard by which the programs progress can be measured.

(Example of program performance standard: Program is expected to be in full operation within 30 days and youth who are served through the program are expected to remain crime free while in the program and at least 85% of youth who complete the program should remain crime free for six months. This is an example measure and should be deleted from the Respondent's response to this RFP).

3. Identify the data elements for measuring your program performance.
4. Describe how the data will be collected and analyzed, and who will conduct data collection and analysis.
5. Outline how often the evaluation will be conducted and reported.

Since 2007, the City of West Palm Beach (City) has been continual and consistent in its pro-active approach to addressing a near epidemic of youth violence and violent crime through-out the city by providing programs and services that target at-risk youth.

The City has committed to the development of a comprehensive and holistic approach to address this issue by forming collaborative partnerships with Board of Commissioners of Palm Beach County (PBC); PBC Criminal Justice Commission; Workforce Alliance; School District of PBC; and a host of other area agencies, as part of the Youth Violence Prevention Project.

The Youth Violence Prevention Project (Project) was developed, based after the Comprehensive Gang Model derived from the research of Irving Spergel and his colleagues at the University of Chicago. Local study of youth violence and violent crime in the county identified five cities as violent crime “hot spots” and program sites to implement the Project. The five cities were identified based on crime data; among those five cities was the City.

The City opened its first Youth Empowerment Center (YEC) in the Northwood community to combat rising youth violence and violent crime in that area, and since March 2007, over 1,200 teens, ages 12-19, have enrolled in programs and activities designed to break the cycle of youth violence and violent crime of which have gripped that community.

At inception of the youth empowerment program, performance measures were established based on documented results of similar programs through-out the country. Data was collected and analyzed by the Palm Beach County Criminal Justice Commission Planning and Research Department and Florida State University, School of Criminology to establish bench marks. The evaluation process maintains and assures program integrity and provides feedback on program success and ways to improve the programming offered at the center. This approach also assures that diversionary, crime-prevention and education programs are offered that promote life and social skills development; job-readiness and pre-employability skills training; and, provides jobs and post-secondary opportunities for participants. The ultimate goal of the program is to break the cycle of youth violence and violent crime.

Commission approval is requested for the Mayor to submit a proposal of \$65,000 to the State of Florida Department of Juvenile Justice (DJJ) in response to RFP-10167, made available through the U.S. Department of Justice, Office of Juvenile Justice Delinquency Prevention (OJJDP), to deliver afterschool and summer services that address at-risk and delinquent youth between the ages of five (5)

and seventeen (17). The Department seeks to address the issue of afterschool and summer services needs by offering program services that support mentoring; conflict resolution/interpersonal skills; family engagement; educational enhancement; alcohol and substance abuse prevention services; employment placement; life skills training; and other services that will support prevention and diversion of youth from the juvenile justice system.