

HIGHLANDS COUNTY SHERIFF'S OFFICE  
*General Services Unit*

# REQUEST FOR PROPOSALS

## 22-001

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Highlands County Sheriff's Office

COMPREHENSIVE COMMUNICATIONS SYSTEM FOR THE  
HIGHLANDS COUNTY DETENTION FACILITY

November 30, 2021



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**HIGHLANDS COUNTY  
SHERIFF'S OFFICE  
General Services Unit**

**REQUEST FOR PROPOSALS ("RFP")**

The Highlands County Sheriff's Office ("Sheriff") will receive sealed Proposals in the Sheriff's General Services Unit ("Purchasing Department") for:

**RFP NO. 22-001      COMPREHENSIVE COMMUNICATIONS SYSTEM FOR THE  
HIGHLANDS COUNTY DETENTION FACILITY**

Specifications may be obtained by downloading from our website:

[http://www.highlandssheriff.org/administration/business\\_services\\_division/requests\\_for\\_proposal.php](http://www.highlandssheriff.org/administration/business_services_division/requests_for_proposal.php), or by contacting: Larissa De Arce, General Services Manager; 400 S. Eucalyptus St., Sebring, Florida 33875, Phone: 863-402-7266; Fax: 863-402-7344; or E Mail: [ldearce@highlandssheriff.org](mailto:ldearce@highlandssheriff.org).

A PRE-PROPOSAL meeting for this solicitation will be held on December 15, 2021 at 10:00 A.M.

Each submittal shall include one (1) original and six (6) exact paper copies and one (1) exact electronic copy (CD's or thumb drives) of the Proposal submission packet.

PROPOSALS MUST BE DELIVERED to the Sheriff's Purchasing Department, 400 S. Eucalyptus St., Sebring, Florida 33870 so as to reach said office no later than **2:00 P.M., February 1, 2022**, at which time they will be opened. The Public is invited to attend this meeting. Proposal envelopes must be sealed and marked with the Proposal number and name so as to identify the enclosed Proposal. Proposals received later than the date and time as specified will be rejected. The Sheriff will not be responsible for the late deliveries of Proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

The Sheriff reserves the right to accept or reject any or all Proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each Proposal. The Sheriff reserves the right to waive irregularities in the Proposal.

The Sheriff does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Sheriff's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Mrs. Rebekah Tyson, ADA Coordinator at: 863-402-7263 (Voice), or via Florida Relay Service 711, or by e-mail: [rtyson@highlandssheriff.org](mailto:rtyson@highlandssheriff.org). Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

## SECTION I. GENERAL TERMS AND CONDITIONS

- A. For purposes of this RFP, the following terms are defined as follows:
  - 1. Proposer means the person or entity submitting a Proposal in response to this RFP.
  - 2. Contractor means the Proposer who signs a contract with the Sheriff to perform the Scope of Work.
- B. All Proposals shall become the property of the Sheriff.
- C. Compliance with Florida Statutes Section 287.087, on Drug Free Workplace, Section 287.133(2)(a), on Public Entity Crimes, and Section 287.134, on Discrimination, is required.

### **F.S. 287.087, Preference to businesses with drug free workplace programs:**

In order to have a drug free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED ON THE PROPOSAL FORM.

### **F.S. 287.133, Public entity crime; denial or revocation of the right to transact business with public entities:**

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to

provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**F.S. 287.134, Discrimination; denial or revocation of the right to transact business with public entities:**

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit bids proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not transact business with a public entity.

- D. Proposals are due and must be received in accordance with the instructions given in the announcement page.
- E. The Sheriff will not reimburse Proposers for any costs associated or expenses incurred in connection with the preparation and submittal of any Proposal.
- F. Proposers, their agents and associates shall not solicit any Sheriff employee and shall not contact any Sheriff employee other than the individual listed in Section XIV of this RFP for additional information and clarification.
- G. Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the Sheriff nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.
- H. All timely Proposals meeting the specifications set forth in this RFP will be considered. However, Proposers are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the Sheriff and preference will be given to those Proposals in full or substantially full compliance with them.
- I. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the Sheriff. Failure or inability on the part of the Proposer to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its Proposal and to perform completely in accordance with its Proposal.

- J. The Sheriff, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- K. Award will be made to the Proposer whose Proposal is determined to be the most advantageous to the Sheriff, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The Sheriff reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.
- L. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this RFP shall not be binding.
- M. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP.
- N. Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
1. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
  2. Commercial General Liability Insurance: Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
  3. Commercial Automobile Liability Insurance: The Contractor shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 combined single commercial limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
  4. Professional Liability/Errors and Omissions Insurance: The Contractor shall have and maintain professional liability insurance with a limit not less than \$1,000,000 for each occurrence and an aggregate limit of not less than \$1,000,000. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the Sheriff. The coverage shall be renewed or include a "tail" or discovery, or

continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFP.

5. Special Requirements / Evidence of Insurance:

- a. A copy of the Proposer's current certificate of insurance MUST be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work as called for in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the Sheriff before commencement of any work activities. The formal insurance certificate shall also comply with the following:
  - (1) "Highlands County Sheriff's Office, an independent constitutional office of the State of Florida and its elected Sheriff, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
  - (2) Contractor shall deliver written notice to the Sheriff by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
- b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- c. The policies of insurance shall be written on forms acceptable to the Sheriff and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A- Excellent: FSC VII.
- d. The Contractor shall hold the Sheriff, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The Sheriff reserves the right to require Contractor to provide and pay for any other insurance coverage the Sheriff deems necessary, depending upon the possible exposure to liability.
- e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

6. Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Sheriff's General Services Manager, 400 S. Eucalyptus St., Sebring, FL 33870.

- O. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP.
- Contractor shall, in addition to any other obligation to indemnify the Sheriff and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Sheriff, its elected sheriff, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the Sheriff, its elected sheriff, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the Sheriff to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the Sheriff, its elected Sheriff, employees, agents, or volunteers by any employee of the Proposer. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.
- P. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
- Q. If submitting a Proposal for more than one RFP, each Proposal must be in a separate envelope and correctly marked. Only one Proposal per RFP shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- R. Each Proposal must contain proof of enrollment in E-Verify.
- S. Sheriff's policy prohibits any Sheriff employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Sheriff policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- T. Proposals are only accepted if delivered to the location and prior to the time specified on the RFP. Proposals must be delivered in sealed envelope or box. Late Proposals will not be accepted under any circumstances. If Proposals are received after the scheduled time of the Proposal Opening Meeting, the Proposer will be contacted for disposition. The Purchasing Department, at the Proposer's expense, can return the unopened envelope, or, at the Proposer's request in writing, can destroy it.
- U. Emailed and faxed Proposals will not be accepted. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.



- V. The Sheriff is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.
- W. The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Proposer and its material suppliers.
- X. Any material submitted in response to this RFP will become public record pursuant to Section 119, Florida Statutes.
- Y. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- Z. If any Proposer violates or is a party to a violation of the code of ethics of the Sheriff or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and shall be further disqualified from bidding on any future requests for work, goods or services for the Sheriff.

**-END OF SECTION-**

## **SECTION II. THE SHERIFF'S RESERVATION OF RIGHTS**

This RFP constitutes only an invitation to submit a Proposal to the Sheriff. The Sheriff reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this RFP:

- A. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Proposals, or Proposals with errors.
- D. The Sheriff reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this RFP, the right to seek clarification and/or additional information from any submitting Proposer.
- E. The Sheriff also reserves the right to modify the Scope of Work to be performed.
- F. The Sheriff shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP.
- G. If the Sheriff believes that collusion exists among Proposers, all Proposals will be rejected.

**-END OF SECTION-**

### **SECTION III. ADDITIONAL TERMS AND CONDITIONS FOR RFP 22-001**

- A. **ADDENDUMS**: In this RFP the Sheriff has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the Sheriff. If deemed necessary, the Purchasing Department will supplement this RFP document with Addendums. These Addendums will be posted on the Sheriff's website, [www.highlandssheriff.org](http://www.highlandssheriff.org). Browse to the Administration Bureau, then to Business Services Division, then to General Services Unit to find the RFP and any applicable Addendums. It is the sole responsibility of the Proposer to check the website for Addendums. Proposers must acknowledge receipt of Addendums by completing the respective section on the Proposal Submittal Form.
- B. **AFFIRMATION**: By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal; that the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; and that the Proposer has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the Sheriff.
- C. **BACKGROUND INVESTIGATION OF PROPOSER'S EMPLOYEES**: Each of the Proposer's employees who would physically enter the Highlands County Sheriff's Office Detention Facility will be required to complete and successfully pass a background investigation to the satisfaction of the Sheriff prior to entering the Highlands County Sheriff's Office Detention Facility.
- D. **SHERIFF EMPLOYEES / CONFLICT OF INTEREST**: All Proposers must disclose the name of any officer, director or agent who is also an employee of the Sheriff. All Proposers must disclose the name of any Sheriff employee who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.
- E. **MISUNDERSTANDINGS**: The failure or omission of the Proposer to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Proposer of any obligation to perform as specified herein. The Proposer understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this RFP, or because of any lack of information.
- F. **ASSIGNMENT OF CONTRACT**: The selected Proposer and the person designated by the Proposer to perform the services required by this RFP in its Proposal submitted in response to this RFP shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given in writing by the Sheriff.

- G. COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Detention Bureau and are to be corrected within a reasonable period of time. Written response to the Detention Bureau: Detention Bureau Operations Captain is required. Failure to properly resolve complaints within a reasonable period of time may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.
- H. REQUEST FOR CHANGE OF RFP SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section XIV of this RFP. Requests must be submitted by the RFI Cut-Off date stated in Section XV of this RFP. The request will be evaluated by the Project Manager, and the Sheriff's response will be made in an Addendum.
- I. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Proposer shall be an exception to the RFP and must be discussed in detail by the Proposer in its Proposal under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- J. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the Sheriff. All reports, documents, resulting from the ensuing contract will remain the sole property of the Sheriff.

**-END OF SECTION-**

**SECTION IV. GENERAL SPECIFICATIONS FOR RFP 22-001**

- A. PURPOSE: The Sheriff hereby gives notice that it intends to award a contract for COMPREHENSIVE COMMUNICATIONS SYSTEM FOR THE HIGHLANDS COUNTY DETENTION FACILITY.
- B. OPTIONAL PRE-PROPOSAL MEETING: December 15, 2021 at 10:00 A.M.  

At the Pre-Proposal Meeting the Project Manager will provide a tour of the Highlands County Detention Facility and be available to answer questions.
- C. PROPOSAL DUE DATE: February 1, 2022 at 2:00 P.M.
- D. PERFORMANCE OF SERVICES: The Contractor must perform all services required pursuant to this RFP.
- E. CONTRACT MANAGER: Major Tim Lethbridge (“Project Manager”).
- F. TERM: Sheriff intends to enter into a contract with the Proposer for an initial term of five (5) years. An extension of the initial five (5) year term may be considered by the Sheriff.
- F. INSURANCE: As described in the General Terms and Conditions, subsection N of Section I of this RFP.
- G. CONTRACT: A written contract must be signed by the Proposer and the Sheriff prior to issuance of a purchase order and Notice to Proceed.
- H. COMMENCEMENT OF WORK: Work shall commence after execution of a contract by the Sheriff and a Proposer and delivery of a Notice to Proceed by the Sheriff.
- I. CHANGE ORDER(S): The Contractor must have approval from the Sheriff, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the Contractor.
- J. PRICING: Include pricing with your Proposal as provided in Section VI of this RFP.
- K. INVOICING / COMPENSATION:
  - 1. Contractor expects that this Proposal, and subsequent Contract, will result in a pricing and/or commission structure that is mutually agreed upon by the parties.
  - 2. Payment(s) shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.
- L. FAILURE TO PERFORM: The Contractor shall be prepared to start work no more than forty-five (45) calendar days after Sheriff approval of the contract signed by the Contractor and issuance of a Notice to Proceed by the Sheriff. Failure to satisfactorily complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to

the whole or any part of the contract. Should the Contractor be unable to or refuse to supply service, on any given day, against the predetermined schedule to which the Contractor has agreed and the Sheriff is forced to do the work with materials bought from a different Contractor, the difference in the Proposal price of the services and that paid the new Contractor, in order to do the work, shall be charged to and paid for by the contracted Contractor holding the Proposal award for these services.

Contractor shall not, however, be responsible for delays in service due to:

1. Unavoidable mechanical breakdowns
2. Strikes
3. Acts of God
4. Fire

provided the Project Manager is notified in writing by the contracted Contractor of such pending or actual delay. The COVID-19 pandemic is specifically excluded as a force majeure event. The Sheriff reserves the right to terminate the contract with 30 days written notice if the Contractor fails to comply with any of the provisions of the contract such as performance, insurance requirements, and licenses.

- M. **NO SUBSTITUTIONS:** The Contractor shall not substitute any person for the person or persons identified in its response to Tab-B of this RFP or for any Sheriff approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to Tab-B of this RFP or any Sheriff approved replacement ceases to provide services pursuant to the Contract entered into pursuant to this RFP.

**-END OF SECTION-**

## **SECTION V. SCOPE OF WORK AND QUALIFICATIONS**

### **A. SCOPE OF WORK:**

#### **Inmate Phone Service:**

Contractor will provide rugged phones suitable for use within a correction facility for placement in all inmate housing units. The system will include at least forty-three (43) phones in various housing units based on population. The phone system will offer security features to prevent fraudulent activity on other inmate's accounts and will allow Sheriff to turn off an individual inmates phone privileges, block calls to outside phone numbers, and provide granular control of the system by the Sheriff. The phone system must support recording of inmate calls and an investigative suite of tools for use by Sheriff in searching and listening to phone calls. The system must also support phone calls to vetted attorney phone numbers that are not recorded and are not available to be monitored in any way. The system must support both collect and pre-paid phone calls; systems that support international calling are preferred. The system must be turnkey and completely supported by Contractor. The proposal should include the fee schedule, if any, for calls to attorney phone numbers. The Contractor will also supply phones for booking and new intake housing that are recorded but allow free phone calls. The Contractor's system must include equipment and systems to comply with the Americans with Disabilities Act (ADA) for hearing impaired inmates.

Contractor's proposal must describe the features of their inmate telephone system, including, but not necessarily limited to, real time monitoring of calls, reporting, recording and storage of data, ability to control length of calls, ability to control collect, debit and three way calls, tamper-proof or resistant phone equipment, mounting options, operator features, any customer service features, investigations related capabilities and/or software, any training provided, ADA compliance features, any non-English language services and security systems to prevent fraudulent activity.

#### **Video Visitation:**

Contractor will supply a video visitation system to allow visits to take place electronically between the jail visitation lobby and the inmate housing units. The system must include sixteen (16) visitor devices and housing unit wall mounted devices must be a minimum of thirty-four (34) devices distributed to housing units based on the number of inmate beds. The system must support remote visitation and all visits, aside from attorney visits, must be capable of being monitored in real time, terminated by staff, and recorded. The system must support several monitoring locations within the facility simultaneously. The system must provide an investigative suite of tools for searching and listening to jail visits. The system must support online scheduling of visitations. Online visitation systems must support identity verification of the visitor. The system must support free visits in person through the jail lobby, with the number of visits per inmate as specified in Florida Statutes. The system must allow staff to schedule free clergy visits. A system that provides automated lists or notifications of upcoming visits on the inmate-facing equipment is preferred. The system should also provide at least one mobile visitation station that can be utilized in holding cells or other locations where a visitation kiosk cannot be placed.

Contractor's proposal must describe the features of their video visitation system, including, but not necessarily limited to, real time monitoring of visits, ability of Sheriff's staff to interrupt or end visits, visitation scheduling system, recording and storage of data, investigative tools, customer service features, any training provided, any non-English language services, ADA compliance features, and security systems to prevent fraudulent activity.

**Tablet Based Education System:**

Contractor will supply a tablet based education system. The tablets used must be designed for use in a correctional facility and tampering and hacking resistant. The education offerings should be comprehensive and address:

- Recidivism reduction education such as anger management, substance abuse, healthy relationships, and similar topics;
- Life Skills education such as budgeting, parenting, job interviews, and similar topics;
- Vocation educational relevant to trades and employment;
- General Equivalency Degree program; and
- Other academic classes.

The tablet based education system may offer other entertainment options. If other entertainment options are offered, a system which includes a method for inmates to earn entertainment rewards for completing educational goals or milestones, in addition to purchasing them, is preferred. The tablets may also be integrated into other services provided as part of the comprehensive communications system. If the tablet based system includes cameras, an effective digital masking system must be utilized to restrict viewing to only the inmate using the tablet and adequately address security concerns related to the camera. The Contractor's wireless data system must be secure and utilize technology suitable for a correctional facility environment.

The Contractor's proposal should provide details on the education system, entertainment features, data security, physical security of the tablets, charging, and measures to prevent fraudulent activity. The proposal should include options for a 1:1 tablet to inmate ratio, 1:2 tablet to inmate ratio, and 1:4 tablet to inmate ratio. These options should include the fee schedule and commission rates associated with each option. The Contractor's proposal will include a synopsis of any instances of the Contractor's tablet system or wireless network's security being defeated or hacked in the prior three years, and what steps the contractor has taken to address the vulnerability.

**Paperless Mail System:**

Contractor will supply a paperless mail system in which incoming paper mail is converted to electronic format for the inmate to read on a tablet or wall mounted device. The system must support Detention Facility staff approving incoming mail and images. If the provider's system supports electronic mail to and from inmates, the electronic mail must also allow for staff approval of email and images. The system should include efficient software tools to minimize staff time dedicated to approving electronic mail and converted paper mail. The system must include a software tools for law enforcement to access archived inmate mail (non-legal mail only) for investigative purposes. The Contractor's mail system should have a separate component for legal mail that is restricted to the inmate and not visible



to staff. A system that allows vetted and known attorneys to send legal mail electronically directly to the inmate's account is preferred.

The Contractor's proposal should include detailed information concerning how physical mail is converted to electronic format, how it is delivered to inmates, approval tools used by Sheriff's staff, systems to handle legal mail, investigative tools and features, and system security features.

**Rates and Commissions:**

Contractor will provide a detailed commission proposal describing the basis for which any services will be commissionable, and how the commission will be calculated and paid. Proposals must include rates charged by the provider for each paid service. Proposals may include more than one option for service rates and commissions, but not more than three options. The proposal must include what services or features the Contractor will supply to indigent inmates or to all inmates regardless of ability to pay. Any additional fees charged by the Contractor, including but not limited to fees to deposit money on account, must be detailed in the proposal.

**Investigative Tools:**

The Contractor will provide a suite of investigative tools for law enforcement to use with the telephone, visitation, and paperless mail systems. The investigative tools cannot have any access to attorney phone calls, attorney video visits, or legal mail systems. A single piece of software allowing investigators to search all inmate communications is preferred over separate software for each communication method.

The system must support the ability of law enforcement to download and preserve recordings of phone calls and video visits and to download and preserve electronic mail. The Sheriff's law enforcement function is housed in a separate building from the Detention Facility and Contractor's investigative tools must work from that location. The Investigative tools will provide robust search features, including searching by user account, key words, date, time, and phone number. Voice recognition search capability is preferred. Investigative tools that allow remote access from anywhere, allow law enforcement administrators to provide temporary access to other agency investigators, and allow for the emailing or linking of particular files to be sent to other agencies is preferred. Tools to clarify audio and filter background noise are preferred.

Contractor's proposal will detail the capabilities and features of the investigative tools offered by their system.

**Software Integration:**

The Contractor will be responsible for creating any software necessary to access Detention Facility systems. The Detention Facility utilizes the SmartCop SmartJail software suite. Any software or system accessing Detention Facility data must be approved by the Sheriff's Information Services Division and limited to only the data necessary for the Contractor to provide service.

**Future Expansion:**

The Sheriff's Detention Facility anticipates expansion during the next five years. Contractor must agree to supply equal service to any new housing units opened during the term of the service contract.

**System Reliability:**

Contractor shall provide sufficient equipment and internet bandwidth to complete telephone calls 99.5% of the time at a quality equal to or greater than that available to the general public. The Contractor will supply sufficient equipment and internet bandwidth to support at least eight simultaneous remote internet visits (including attorney visits) and maintain quality communications. Contractor will describe the method and technology for ensuring that only actually connected and accepted calls to a called party will be billed.

Contractor will describe their ability to prohibit calls to certain prohibited exchanges and/or phone numbers, such as 411/311 or any toll free or any 900 type service. Contractor will be responsible for responding to any inmate and/or customer's questions, concerns or complaints regarding the inmate telephone service, visitation, tablet entertainment, as well as questions or disputes regarding fees charged. Contractor will supply both remote and on-site technical support as required and maintain or replace equipment in a reasonable time frame to ensure inmates are permitted visitation and communication. Contractor will utilize equipment of sufficient quality to minimize downtime of systems.

The Contractor's proposal must include:

- a. The Contractor's office location(s).
- b. Names of the three (3) closest correctional facilities to the Highlands County Sheriff's Office Detention Facility where the Contractor is currently providing substantially similar Scope of Work.
- c. Details concerning the accessibility and location of the person or persons who will be the point of contact for services during the terms of the contract with the Sheriff pursuant to this RFP, as well as any training provided to Sheriff's staff operating the system.
- d. Details concerning the accessibility and location of the person or persons who will perform on-site physical repairs during the terms of the contract with the Sheriff pursuant to this RFP.
- e. Details concerning the accessibility of the person or persons who will perform telephonic and remote technical assistance during the terms of the contract with the Sheriff pursuant to this RFP, to include, but not limited to, the days of the week, time of day and if emergency assistance is available after normal hours (including cost, if any).
- f. Details concerning technical support for the law enforcement investigative tools and any training provided for law enforcement users.

**Legal Compliance:**

Contractor shall guarantee compliance with all state and federal rules and regulations governing the provided systems, including without limitation, rules and regulations of the FCC, any tax authority or any rule or regulation under the ADA. Contractor will be responsible for compliance with, reporting on, or paying anything required by any regulatory agency or authority resulting from the provided systems. Contractor will be responsible for maintaining inmate records and history in accordance with

any applicable state or federal law or regulation and will defend and hold the Sheriff and/or County harmless from any lawsuit filed with respect to the operation of the provided systems. Contractor shall assume all financial responsibility for fraud or unauthorized use on the system.

**B. PREFERRED QUALIFICATIONS AND SCOPE OF SERVICE:**

Contractor will be established providing services to Detention Facilities in South and/or Central Florida.

The Sheriff would prefer the system to include a secure method for inmates to conduct remote visitation with their attorney in a sound isolated environment. It is preferred that the Contractor provide eight (8) sound isolated booths of construction suitable for a corrections housing unit with visitation equipment for remote attorney visits. The Spaceworx Duramate enclosure is an example of the type of enclosure envisioned for this system. The system must restrict connection to these devices to accounts owned by known and vetted attorneys. The system for attorney visits must not be capable of being monitored in any way and visits using this system must not be recorded. The eight (8) booths would be distributed throughout the facility. It is preferred that attorney visits utilizing this system be free of charge; if there is a charge for attorney visits, the Contractor must list these charges in the proposal.

**-END OF SECTION-**

**SECTION VI. PROPOSAL FORMAT CRITERIA**

- A. Each Proposer must fully complete and submit the Proposal Submittal Form and Price Proposal Form found within Section VII of this RFP and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications in order to be considered responsive. **Failure to supply the required documentation or failure to address all criteria will be grounds for rejection of the Proposal.**
- B. Proposals must be sealed and marked with the name of the Proposer, the RFP number and title so as to identify the enclosed Proposal.
- C. Each Proposal shall include one (1) original and six (6) exact paper copies and one (1) exact electronic copies (such as compact discs or USB flash drives) of the Proposal, all of which are properly indexed and tabbed.
  1. Electronic copies:
    - a. No macros, audio-start media allowed.
    - b. PDF or Microsoft Word formats are allowed.
    - c. The Proposer must ensure that the electronic copy includes only one (1) file of the entire submittal and that the electronic file is the exact copy of the

original printed Proposal submitted by the Proposer, provided, however, that:

- (1) Confidential information is not required to be included in the electronic copy. If the Proposer chooses to include confidential information on the electronic copy, such information must be in a separate, second file marked "Confidential" in the file name.
- D. It is imperative that the information submitted is precise, clear, and complete. All Proposals must be presented in an 8 1/2" by 11" bound document. Proposals shall not exceed fifty (50) pages single sided print. Proposals not conforming to this format may be disqualified from further consideration or will receive a lower score under criteria B-7 of the Evaluation Score Sheet, an example of which is provided in Section VIII of this RFP.
- E. At the discretion of the Evaluation Committee, some or all Proposers may be asked to give short presentations / interviews as part of the selection and ranking process.
- F. Sections and subsections of the Proposal must correspond to the sequence/tabbed format identified below. In order to be considered responsive, the Proposer must answer each heading and any sub-heading and be constructed in the following tabbed format, Tab A through Tab C.

**TAB-A**

-----**(No points)**

1. Proposal Submittal Form (required, see Section VII of this RFP)
2. Table of Contents (optional)
3. Acord Insurance Form (required)  
(Certificate does not have to show the Sheriff as the certificate holder in the submittal, but will be required prior to the contract being signed)
4. E-Verify (required)  
(Please submit any document from the Dept. of Homeland Security showing Proposer's Company ID#)
5. Drug-Free Workplace (required)  
(Please submit a statement on company letterhead stating that Proposer complies with F.S. 287.087, or the policy itself.)

The pages from Tab-A do not count toward the fifty (50) page allowance.

**TAB-B**

1. Value to System Consumers (15 points): includes factors such as the cost for provided services, additional fees charged to system users, additional value services such as access to education or certificates after release, and services provided to all inmates, regardless of ability to pay.

2. System Reliability and Technical Support (15 points): includes factors such as frequency of preventative maintenance visits, remote support hours, emergency support response time, equipment durability, and frequency of equipment failure or system outages. Site visits or phone interviews with current customers of Contractor will be considered in scoring.
3. Ease of Use for Detention Staff (10 points): Includes factors such as the staff interface for mail, phone, and visitation systems, automated features which are automatically handled by the system, the ease with which staff can correct errors in the system or schedule, and granular level of control. Site visits or phone interviews with current customers of Contractor will be considered in scoring.
4. Investigative Suite (15 points): Includes factors such as the ease of use and robustness of investigative tools for the mail, phone, and visitation systems. Automated features, key word searching, notification systems, and similar features will be considered. Site visits or phone interviews with current customers of Contractor will be considered in scoring.
5. Quality of Education Program (15 points): The depth and quality of the various educational programs offered by the Contractor is the primary factor. The effectiveness of any proposed motivational reward system is also a factor in this category. Sheriff may request guest user accounts to evaluate the education system to assist in judging.
6. Location/Accessibility (10 points): Factors include location of maintenance technicians, location of offices, and proximity of other facilities served by Contractor.
7. Commission Rates/Cost to Sheriff (10 points): Factors include commission rate, any holdbacks prior to commission payments beginning, and any additional fees paid by the Sheriff.
8. Added Value (10 points): Additional services or equipment provided by the Contractor not required in this RFP that are useful to the Sheriff, inmates, or citizens and add value to the contract.

**TAB-C**

**----- (No points)**

The Proposer may include additional promotional material under Tab-C. Please note that pages under Tab-C shall count toward the fifty (50) page allowance. Promotional material cannot be substituted for the documents that must be included in the Proposal under Tabs A and B pursuant to subsection F of this Section.

**-END OF SECTION-**

**SECTION VII. FORMS**

A. Proposal Submittal Form

**REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY**

**HIGHLANDS COUNTY SHERIFF'S OFFICE  
PROPOSAL SUBMITTAL FORM**

RFP IDENTIFICATION:

RFP 22-001 – HIGHLANDS COUNTY SHERIFF'S  
OFFICE COMPREHENSIVE COMMUNICATIONS  
SYSTEM FOR THE HIGHLANDS COUNTY  
DETENTION FACILITY

PROPOSAL SUBMITTED TO:

HIGHLANDS COUNTY SHERIFF'S OFFICE –  
PURCHASING DEPARTMENT

PROPOSAL SUBMITTED BY:

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Proposer's Authorized Representative's Name

\_\_\_\_\_  
Proposer's Address 1

\_\_\_\_\_  
Proposer's Address 2

\_\_\_\_\_  
Contact's Name (Print)

\_\_\_\_\_  
Contact's E-mail Address

\_\_\_\_\_  
Contact's Phone Number

In submitting this Proposal, Proposer represents that:

- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number	Date	Number	Date	Number

- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the Sheriff.

SUBMITTED ON: \_\_\_\_\_, 20\_\_\_\_\_.

SIGNATURE: \_\_\_\_\_ (seal)  
Proposer's Authorized Representative

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**-END OF SECTION-**



**SECTION VIII. SAMPLE EVALUATION SCORE SHEET**

**EVALUATION SCORE SHEET FOR:  
RFP 22-001  
SHERIFF'S COMPREHENSIVE COMMUNICATIONS SYSTEM FOR  
THE HIGHLANDS COUNTY DETENTION FACILITY**

CRITERIA FOR EVALUATION	POINTS	WT	SUB-TOTAL
B-1 Value to System Consumers	0-15	1.5	/ 15
B-2 System Reliability and Technical Support	0-15	1.5	/ 15
B-3 Ease of Use for Detention Staff	0-10	1.0	/ 10
B-4 Investigative Suite	0-15	1.5	/ 15
B-5 Quality of Education Program	0-15	1.5	/ 15
B-6 Location/Accessibility	0-10	1.0	/ 10
B-7 Commission Rates/Cost to Sheriff	0-10	1.0	/ 10
B-8 Added Value	0-10	1.0	/ 10
SUBTOTAL			/ 100
PRESENTATION / INTERVIEW			/ 30
TOTAL			/ 130

PROPOSER'S NAMES: \_\_\_\_\_

EVALUATOR'S NAME: \_\_\_\_\_

EVALUATOR'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**-END OF SECTION-**

## **SECTION IX. SELECTION PROCESS AND CRITERIA**

The selection process shall be open to the public and records shall be maintained in accordance with the State of Florida's records retention requirements. The Proposal Evaluators have the right to correct any errors in the evaluation and selection process that may be made. The Sheriff is not obligated to award a contract and the Proposal Evaluators may decide to reject all Proposals. If the Proposal Evaluators decide not to reject all Proposals, the Sheriff may proceed in accordance with the Evaluation Committee's recommendation.

- A. Proposals will be reviewed by the Evaluation Committee and the Proposers will be ranked based upon the RFP Evaluation Criteria. Each Evaluation Committee member shall perform their own independent ranking. The Sheriff reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet established scope and/or criteria.
- B. After review of the Proposals, at the discretion of the Evaluation Committee, (all or some of, based on preliminary scores, the top ranked) Proposers may be asked to give short presentations/interviews as part of the selection and ranking process. If any, the presentations/interviews will be scheduled at least two (2) weeks from the time the invitation is sent to the selected Proposers.
- C. Contract will be awarded to one (1) Proposer.

**-END OF SECTION-**

## **SECTION X. AWARD**

The Sheriff shall award to the responsive and qualified Proposer whose Proposal is determined to be the most advantageous to the Sheriff. Evaluation of the Proposals shall be based on the evaluation factors set forth in this RFP and any other relevant information obtained through the evaluation process. Notice of the award shall be made by e-mail to all Proposers. The date and time of the e-mail shall constitute the time of notification.

**-END OF SECTION-**

## **SECTION XI. CONTRACT NEGOTIATIONS AND EXECUTION**

Negotiation of the Contract for services may follow the initial selection process with the top ranked Proposer. Should a satisfactory contract not be negotiated with the top ranked Proposer, the next ranked Proposer shall be contacted, and negotiations shall begin. This process shall be followed until a satisfactory contract is negotiated or the Sheriff decides to terminate negotiations.

The proposed contract will be submitted for review to the Sheriff staff and the General Counsel, prior to submittal to the Sheriff. The contract then will be forwarded to the Proposer for review. After the

contract is signed by the Proposer, the contract will be presented to the Sheriff to be considered for approval and execution. The reviewed contract, with any changes agreed upon resulting from the review, will be presented to the Sheriff for its approval and execution.

**-END OF SECTION-**

**SECTION XII. CONTINGENT FEES PROHIBITED**

Each Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, working in its employ, to solicit or secure a contract with the Sheriff and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the Sheriff.

**-END OF SECTION-**

**SECTION XIII. TENTATIVE SCHEDULE**

DATE	TIME	EVENT
<b>December 1, 2021</b>		First Advertisement
<b>December 7, 2021</b>		Second Advertisement
<b>December 15, 2021</b>	10:00 A.M.	Optional Pre-Proposal Meeting
<b>January 5, 2022</b>	5:00 P.M.	Deadline to submit questions (RFI's)
<b>January 10, 2022</b>	5:00 P.M.	Deadline to release responses by Sheriff to RFI's
<b>February 1, 2022</b>	2:00 P.M.	Proposal due date
<b>February 11, 2022</b>	10:00 A.M.	Review/Ranking of Proposals by the Evaluation Committee
<b>February 28-March 11, 2022</b>	10:00 A.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
<b>March 18, 2022</b>		Anticipated award date
<b>March 31, 2022</b>		Anticipated contract consideration by the Sheriff

**-END OF SECTION-**

**SECTION XIV. RFP CONTACT INFORMATION**

All questions during the RFP process regarding this RFP and the details of the services to be performed shall be submitted by Proposers in writing to:

*Major Tim Lethbridge*  
*Highlands County Sheriff's Office*  
*400 S. Eucalyptus St., Sebring, FL 33875-5803*  
*Phone: (863) 402-7468; Email: tlethbridge@highlandssheriff.org*

**-END OF SECTION-**

**SECTION XV. REQUEST FOR INFORMATION (RFI) CUT-OFF**

All questions regarding this RFP shall be submitted by Proposers in writing by 5:00 P.M. EST on January 5, 2022 to the person identified in Section XIV of this RFP. The Sheriff shall release responses by 5:00 P.M. EST on January 10, 2022.

**-END OF SECTION-**

**SECTION XVI. SAMPLE CONTRACT**

**CONTRACT**

This Contract (“Contract”) is made \_\_\_\_\_, 2022, by and between the Sheriff of Highlands County Florida, an independently elected constitutional officer of the State of Florida (“Sheriff”) and \_\_\_\_\_, a \_\_\_\_\_ corporation (“Contractor”). In consideration of the mutual covenants to be performed by the Parties pursuant to this Contract, each Party hereby represents, warrants and agrees as follows:

**ARTICLE 1. SCOPE OF WORK**

Contractor hereby agrees to provide the Sheriff with a comprehensive communication system for the Highlands County Detention Facility as described in subsection B of Section V of Highlands County Sheriff’s Office’s RFP 22-001, attached hereto and included herein as Exhibit A. Contractor shall report to Major Tim Lethbridge, Sheriff’s project manager (“Project Manager”) on all requirements of this Contract.

**ARTICLE 2. TERM**

Contractor shall commence providing the services and materials required by this Contract within \_\_\_\_\_ (\_\_\_\_) calendar days after receipt of the Notice To Proceed provided by the Sheriff. Contractor shall complete \_\_\_\_\_ within \_\_\_\_\_ [figures] (\_\_\_\_) [in words] calendar days from the date the Notice To Proceed was issued by the Sheriff.

**ARTICLE 3. CONTRACT PRICE**

The amount that will be paid by the Sheriff to the Contractor for providing \_\_\_\_\_ as described in Article 1 of this Contract is \$ \_\_\_\_\_ [in figures] (\_\_\_\_) [in words].

**ARTICLE 4. PAYMENT PROCEDURES**

Invoices shall be submitted in sufficient detail to ensure compliance with this Contract, to the Project Manager, who will determine if the services rendered are satisfactory. Payment(s) shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

**ARTICLE 5. INDEPENDENT CONTRACTOR**

Contractor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent or servant of Sheriff. All persons engaged in any of the work or services performed by or for Contractor pursuant to this Contract shall at all times, and in all places, be subject to Contractor’s direction, supervision, and control as an employee of Contractor. Contractor shall exercise control over the means and manner in which its employees perform the work, and in all respects Contractor’s relationship and the relationship of its employees to Sheriff shall be that of an independent

contractor and not as employees or agents of Sheriff. Services performed by Contractor pursuant to this Contract are solely for the benefit of Sheriff. Nothing contained in this Contract creates any duties on the part of Contractor toward any third party.

#### **ARTICLE 6. CONTRACTOR PERSONNEL**

The Contractor shall not substitute any person for the person or persons identified in Contractor's Proposal dated [REDACTED] submitted to Sheriff (re: RFP No. 22-001 Relevant Firm Experience) attached hereto as Exhibit [REDACTED] and included herein by reference, or for any Sheriff approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in attached Exhibit [REDACTED] or any Sheriff approved replacement ceases to provide services pursuant to this Contract.

#### **ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY**

Contractor shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Contract. Contractor shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the worksite. In an emergency affecting the safety of persons or property, Contractor shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

#### **ARTICLE 8. INDEMNIFICATION**

Contractor shall, in addition to any other obligation to indemnify the Sheriff and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Sheriff, its elected sheriff, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Contract or work performed under or related to this Contract, unless caused by the sole negligence of the Sheriff, its elected sheriff, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the Sheriff to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the Sheriff, its elected sheriff, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon contract price as shown in this Contract or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

#### **ARTICLE 9. INSURANCE**

- 9.1 Required Insurance. Contractor shall have and maintain in full force and effect the following insurance during the Term of this Contract and shall furnish to Sheriff Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) Workers' Compensation. Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for disease.

(b) Commercial General Liability. Occurrence Form Required: Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Contract in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

(c) Commercial Auto Liability Insurance. Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) Professional Liability / Errors and Omissions Insurance. Contractor shall have and maintain professional liability insurance with a limit of not less than \$1,000,000 and an aggregate limit of not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of this Contract. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of this Contract.

## 9.2 Additional Requirements.

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by Sheriff before commencement of any work activities. The formal insurance certificates shall name "Sheriff of Highlands County, Florida, an independently elected constitutional officer of the State of Florida and its elected officials, agents, employees and volunteers as "Additional Insureds" on all policies except Workers' Compensation and Professional Liability.

(b) Contractor shall deliver written notice to the Sheriff's General Services Manager, 400 S. Eucalyptus St., Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery or confirmed facsimile FAX (863) 402-7344, thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Contract a renewal certificate shall be issued thirty (30) days prior to the expiration date.

(d) All insurance policies shall be written on forms acceptable to Sheriff and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet a financial A.M. Best Company rating of no less than (FSR) A-Excellent: (FSC) VII.

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Contract, including any extended Term, Sheriff may suspend the Contract until the new or renewed certificates are received by Sheriff in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, Sheriff may, in its sole discretion, terminate the Contract for cause and Contractor shall be responsible for all direct and indirect costs associated with such termination.

9.3 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor.

**ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION**

Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Contractor agrees, at its own expense, to hold harmless and to defend Sheriff and its officers, employees, elected sheriff, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against Sheriff for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Contract and to indemnify Sheriff against any damages occasioned by such claims whether justified or unjustified.

**ARTICLE 11. LAWS AND REGULATIONS**

Contractor shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Contract. Contractor shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Contract.

**ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES**

Contractor shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Contractor's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on Sheriff or Contractor resulting from Contractor's failure to obtain and maintain required licenses and certifications shall be borne by Contractor. All fees, permits, certifications and licenses are the responsibility of the Contractor and are included in the Contract price.



**ARTICLE 13. LIMITED THIRD PARTY BENEFICIARIES**

Sheriff shall not be obligated or liable to any person, organization or entity other than Contractor. Except provided in Article 24 of this Contract, no provision in this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employee of Sheriff or Contractor.

**ARTICLE 14. WORK PRODUCT**

All reports, specifications, documents, plans, analyses and other data and work product developed by Contractor under this Contract shall become the property of Sheriff upon payment of the Contract Price without restrictions or limitations and shall be made available to Sheriff at any time upon its request.

**ARTICLE 15. GOVERNING LAW AND VENUE**

This Contract and all matters relating to the validity, interpretation, and performance of this Contract (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Contract shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

**ARTICLE 16. ASSIGNMENT**

No assignment by a party hereto of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

**ARTICLE 17. SUBCONTRACTORS**

Contractor agrees that no subcontractors may be used pursuant to this Contract.

**ARTICLE 18. PROJECT MANAGER**

The Sheriff hereby designates the person having the following position as the Sheriff's Project Manager for this Contract. The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Contract for the Sheriff.

Project Manager: Major Tim Lethbridge

**ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON**

Except as provided in subsection 9.2(b) of Article 9 of this Contract, any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To Sheriff:

Highlands County Sheriff's Office  
400 S. Eucalyptus St.  
Sebring, FL 33870  
Attn: Major Tim Lethbridge, Project Manager

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

The Parties shall designate a contact person whom shall be the primary contact person for each Party:

The Sheriff: Major Tim Lethbridge, Project Manager

The Contractor: \_\_\_\_\_

**ARTICLE 20. TAXES**

Sheriff is a non-profit governmental operation and not subject to federal excise or state sales tax.

**ARTICLE 21. BANKRUPTCY**

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

**ARTICLE 22. SURVIVAL**

The Parties acknowledge that the respective obligations of Contractor and Sheriff under this Contract, which by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

**ARTICLE 23. WAIVER**

No waiver by either Contractor or Sheriff with respect to any breach or default of or with respect to any provision or condition of this Contract shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Contract. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

**ARTICLE 24. FAILURE TO PERFORM**

The Contractor shall be prepared to start providing services within \_\_\_\_\_ (\_\_) days after execution of this Contract by Contractor and Sheriff. Failure to satisfactorily complete the work as scheduled may result in

written notice to the Contractor terminating its right to proceed as to the whole or any part of this Contract. Should the Contractor be unable to supply services or refuse to supply services according to the predetermined schedule agreed upon by the Contractor and the Sheriff, the Sheriff may use services and/or materials provided by another contractor. The difference in the contracted price of the services and that paid the new contractor for the services shall be charged to and paid by Contractor by set-off against any amount owed by the Sheriff to the Contractor or, if none, shall be paid by the Contractor to the Sheriff within twenty (20) days after being invoiced by the Sheriff.

Contractor shall not, however, be responsible for delays in service due to:

1. Unavoidable mechanical breakdowns
2. Strikes
3. Acts of God
4. Fire

provided the Project Manager is notified in writing by the Contractor of such pending or actual delay. The COVID-19 pandemic is specifically excluded as a force majeure event.

#### **ARTICLE 25. TERMINATION**

#### **ARTICLE 26. ASSIGNMENT OF CONTRACT**

The Contractor shall not assign, transfer, convey, sublet or sell any portion of this Contract or performance thereof unless written consent is given, in advance, by the Project Manager.

#### **ARTICLE 27. EQUAL OPPORTUNITY EMPLOYER**

Sheriff is an Equal Employment Opportunity (“EEO”) employer and as such encourages Contractor to voluntarily comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Contractor or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Contractor shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall make deference to this clause with the same degree of application being encouraged. When applicable, Contractor shall comply with all new state and federal EEO regulations.

#### **ARTICLE 28. INVALID OR UNENFORCEABLE PROVISION**

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Sheriff and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **ARTICLE 29. PUBLIC ENTITY CRIMES STATEMENT**

Contractor represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, relating to public entity crimes and that by executing this Contract, assures to Sheriff that neither

Contractor nor agents, officers or employees of Contractor is on the convicted vendor list and that it is otherwise in compliance with the statute.

#### **ARTICLE 30. MISCELLANEOUS PROVISIONS**

- 30.1 Upon the occurrence of any event of default, all obligations on the part of Sheriff to make any further payments of funds pursuant to this Contract shall, if Sheriff so elects, terminate, but Sheriff may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.
- 30.2 In the event of legal proceedings to enforce the terms of this Contract the prevailing party shall be entitled to reasonable attorneys' fees and costs, including attorneys' fees and costs upon appeal.
- 30.3 Contractor certifies by signing this Contract that no employee of the Sheriff has solicited or accepted gratuities, favors or anything of monetary value from Contractor or parties to subcontracts. Contractor and Contractor's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value to any employee of the Sheriff.
- 30.4 Contractor shall cooperate fully with Sheriff in the scheduling and coordination of all phases of the Scope of Work.
- 30.5 Contractor shall report the status of performance of the Scope of Work to Sheriff upon request and hold pertinent data, calculations, and records pertaining to this Contract and performance of the Scope of Work open to the inspection of Sheriff and its authorized agents at any time.
- 30.6 Sheriff reserves the right to review the records of billings and services performed by the Contractor for Sheriff at any time during this Contract period. The Contractor shall provide Sheriff with copies of any records related to this Contract requested by Sheriff.

#### **ARTICLE 31. EMPLOYMENT ELIGIBILITY VERIFICATION**

- 31.1 Definitions. As used in this Article.
  - (a) Employee assigned to this Contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Contract. An employee is not considered to be directly performing work under this Contract if the employee
    - i. Normally performs support work, such as indirect or overhead functions; and
    - ii. Does not perform any substantial duties applicable to the Contract.
  - (b) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Contract or a subcontract under this Contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

- (c) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.
- (d) United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

31.2 Enrollment and verification requirements.

- (a) Contractor must be enrolled in E-Verify at time of contract award, and the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - i. All new employees.
    - (A) Enrolled thirty (30) calendar days or more. Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or
    - (B) Enrolled less than thirty (30) calendar days. Within thirty (30) calendar days after enrollment in E-Verify, Contractor shall initiate verification of employment eligibility of all new hires of Contractor who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or
  - ii. Employees assigned to this Contract. For each employee assigned to this Contract, Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of contract award or within thirty (30) days after assignment to this Contract, whichever date is later.
- (b) Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of Contractor's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.

31.3 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

31.4 Individuals previously verified. Contractor is not required by this Article to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Contractor through the E-Verify program.

31.5 Subcontracts. Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (31.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

**ARTICLE 32. COMPLIANCE WITH SECTION 287.135(3)(c), FLORIDA STATUTES**

Pursuant to Section 287.135(3)(c), Florida Statutes, Owner may terminate this Contract, at the option of the Sheriff, if the Contractor is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or if Contractor is or has been engaged in business operations in Cuba or Syria.

**ARTICLE 33. PUBLIC RECORDS COMPLIANCE**

If by providing services to Owner pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 33.1 Keep and maintain public records required by the Sheriff to perform the services.
- 33.2 Upon request of the Sheriff's custodian of public records, provide the Sheriff with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 33.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the Sheriff.
- 33.4 Upon competition of this Contract, transfer to the Sheriff, at no cost, all public records in possession of Contractor or keep and maintain public records required by the Sheriff to perform the services. If Contractor transfers all public records to the Sheriff upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Sheriff upon request from the Sheriff's custodian of public records, in a format that is compatible with the information technology systems of the Sheriff.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Highlands County Sheriff's Office Records Custodian**  
**Telephone Number: 863-402-7232**  
**E-mail Address: [centralrecords@highlandssheriff.org](mailto:centralrecords@highlandssheriff.org)**

**Mailing Address: 400 S. Eucalyptus St.  
Sebring, FL 33870**

**ARTICLE 34. CHANGES/AMENDMENTS**

This Contract constitutes the entire Contract between the Parties and supersedes any prior written or oral agreements. This Contract may not be changed except by written amendment signed by both Parties.

**THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY**

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year above set forth.

**ATTEST:**

Sheriff of Highlands County, Florida, an independently elected constitutional officer of the State of Florida

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Blackman, Sheriff

**ATTEST:**

\_\_\_\_\_  
a \_\_\_\_\_ corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_