

**Flagler County Sheriff's Office**  
**Request for Proposal # 2020-01**

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Issue Date: August 24, 2020

Title: Mental Health Services

Location: 1002 Justice Lane Bunnell FL 32110

The Flagler County Sheriff's Office (FCSO) is requesting proposals from interested firms and individuals to provide full Mental Health Services for the inmates at the Sheriff Perry Hall Inmate Detention Facility (Jail). The current medical provider for the facility is Southern Correctional Medicine. The Jail currently holds approximately 200 inmates and serves the County of Flagler, Cities of Palm Coast, Bunnell, and Flagler Beach, Florida. The Jail is located at 1002 Justice Lane Bunnell, FL 32110. Daniel M. Engert is the Chief of the FCSO Court and Detention Services Division. The contract shall be for a term of three (3) years starting on a date agreed upon by both parties with the option to renew for two (2) additional one year terms. Proposals for this RFP will be accepted until 1:00 p.m., Friday September 11, 2020.

The Flagler County Sheriff's Office has determined to issue a Request for Proposals for Inmate Mental Health Services contract as opposed to an Invitation to Bid due to the fact that it was not practicable or fiscally advantageous to the Jail to issue an Invitation to Bid, both due to the fact that this is a services contract; therefore, the quality of the services is the most important factor, and the fact that the proposers may propose different ways to provide the services requested.

An original and five (5) copies of the proposal shall be submitted in bound printed format. In addition, one (1) electronic copy in its entirety. If proposer includes information in the proposal that is exempt from public records laws, 1 redacted electronic copy must be provided via flash drive or similar device. Proposal number (#2020-01) and closing date must be printed on the outside of the sealed envelope.

Where to submit Proposals:

Flagler County Sheriff's Office  
Attn: Purchasing Manager  
Bill Cook  
[bcook@flaglersheriff.com](mailto:bcook@flaglersheriff.com)  
1002 Justice Lane  
Bunnell, FL 32110  
Office 386-586-4809

**REQUEST FOR PROPOSALS  
MENTAL HEALTH  
SERVICES #2020-01**

**I. RFP REQUIREMENTS AND INFORMATION**

PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

Proposals must be received in the Purchasing Office, 1002 Justice Lane Bunnell, FL 32174 by the date and time of proposal closing indicated above. NO late proposals will be accepted. NO faxed proposals will be accepted.

Proposals must meet all specifications, terms and conditions of this Request for Proposal (RFP).

If a redacted version is submitted with claimed exemptions from public records disclosure, each redaction must be marked with the specific legal or statutory basis for redaction.

The proposer's proposal MUST be signed and returned by the proposal closing date and time along with any other requirements as specified in the RFP in order to be considered for an award.

Proposals must be in a sealed envelope and marked "Inmate Mental Health Services for Sheriff Perry Hall Inmate Detention Facility".

A proposal may not be altered after opening. The proposal must stay in effect for one hundred twenty (120) days after the closing.

The contractor will be responsible for all requirements and successful performance of this contract.

**A. SCOPE OF SERVICES – GENERAL REQUIREMENTS**

Act as the Mental Health Authority for the Jail by providing effective and efficient delivery of quality mental health services in the correctional setting.

Provide access to mental health screening and evaluation, treatment, and management at a level of care that commensurate with the patient's needs; at a level of quality comparable to that found in the community, and accordance with the American Psychiatric Association (APA) and the National Commission on Correctional Health Care (NCCHC).

Provide mental health services in a manner that maintains the dignity of the inmate and affords the patient a reasonable degree of privacy in accordance with HIPPA laws and policies.

Psychiatrist/Psych Nurse Practitioner will provide a minimum of **4-8 hours per week** and on-call 1 hour per day for consultation, as well as in-person and video evaluation and intervention as needed at the Jail. A Qualified Mental Health Professional will be onsite for forty (40) hours to perform mental health assessments on those inmates requiring such. The mental health professional must be sensitive to the specific challenges faced by the correctional industry and have the capability to offer viable, proven solutions based on three main principles:

- **Clinically effective services** that focus on patient improvement and positive outcomes. Provide individualized, patient specific treatment plans, developed to ensure patients receive the most appropriate care for their particular serious and persistent mental disorders. Adhere to mental health algorithms and clinical care pathways that are founded on research-based “best- practice” approaches and tailored to the correctional setting.
- **Risk management** to effectively manage the risks associated with providing mental health care. The mental health professionals will adhere to the highest ethical and professional standards applicable to the public and correctional environments. The use of standardized treatment protocols based upon the American Psychiatric Association (APA) treatment guidelines. Ensure access to mental health services through the weekend and evening as well as on-call psychiatry services.

#### I. Mental Health Evaluation

In compliance with industry standards, mental health professionals will perform a mental health evaluation within 14 days of commitment to the facility.

Following any initial determination of need, referring inmates to the Psychiatrist/psych NP as clinically appropriate. The Psychiatrist/psych NP will perform patient evaluations, order and manage psychiatric medications, and diagnostic or psychological testing. Clinicians will contact any previous providers to confirm prior treatment programs, medications, pertinent mental health histories, and to obtain suggestions for further treatment in compliance with HIPPA standards. To ensure the safety of the offender, a Qualified Mental Health Professional (QMHP) will provide a full mental health assessment within the following timeframes.

- **Emergent:** For any acutely suicidal or psychotic offenders identified during the intake process as needing immediate medical/psychiatric attention. The offender will be placed on suicide watch until more suitable arrangements can be made and conduct a complete mental health assessment.
- **Urgent:** Offenders who are not in acute distress but who (a) present with serious mental health issues; (b) are deemed a heightened suicide risk; and/or are taking psychotropic medication other than standard sedatives or hypnotics; health care staff will respond within 24 hours, with a QMHP or Psychiatrist/psych NP conducting a complete mental health assessment within 72 hours of the offenders initial mental health screening intake.
- **Routine:** For any offender who requests routine mental health services upon arrival to the Jail, or is identified at intake as needing a mental health or substance abuse

evaluation will occur within 14 working days of the offender's reception into the system.

During the structured interview the QMHP will review the inmate's screening or transfer screening results, along with any additional health data necessary to complete the inmate's mental health history shall be obtained, including prior psychiatric hospitalizations or outpatient treatment programs, medication history (including any substance abuse), relevant psychosocial history (including sexual or physical abuse and/or trauma), and current diagnosis.

As part of the comprehensive, one-to-one encounter, the QMHP will examine the inmate's current mental status, asking the patient about his or her history of suicidal ideation and suicide gestures or attempts, and probing for any current situational stressors that could trigger an event.

The psychologist or other QMHP will check the inmate's level of intellectual functioning e.g., mental retardation, other developmental disability, etc. Attempts to communicate and coordinate with community mental health providers who treated the inmate prior to incarceration will be done to the extent it does not negatively impact the facility operations. The QMHP will attempt to obtain a signed release from the inmate in order to request additional health information from the patient's community provider. A signed statement stating why the patient will not release the information will be provided.

Through the mental health process the Psychiatrist/psych NP will review the initial diagnosis, and if further treatment is required, the Psychiatrist/psych NP will develop an individualized treatment plan for the patient, to include therapy, tests, and other examinations as appropriate. Each individualized treatment plan will identify also a specific interval and duration for the follow-up care, which in no case will occur less often than every ninety (90) days.

Inmates who arrive on verifiable, prescribed psychotropic drugs, the Psychiatrist/psych NPs will continue the existing medications until such time the Psychiatrist/psych NP can see and evaluate the inmate.

Completion of the mental health assessment results will be a part of the inmate's permanent medical record. Orientation to mental health services will be provided to all inmates upon their arrival at the facility, including the description of services and how to access them, accessing available mental health services, consent or refusal of mental health services, and confidentiality. Inmates will be provided with the information necessary to determine consent or refusal for any treatment, examination, or procedure including mental health service and psychotropic medications. "Informed consent" is defined as consent voluntarily given by an inmate, in writing, after he or she has been provided with a conscientious and sufficient explanation of the proposed treatment. Inmates are to be advised of the limits of confidentiality prior to their receiving any mental health services. With the exception of mental health emergencies, the QMHP will obtain an informed written consent from each inmate prior to initiating psychotropic medication treatment. Consent forms will be placed in the inmate's medical record.

Before initiating pharmacological intervention, the mental health staff will complete at least a brief history and mental status examination to determine that the inmate (a) has a basic understanding that he or she has a mental health problem, (b) understands that medication is being offered to produce relief from that problem, and (c) is able to give consent to treatment. The inmate may withdraw consent at any time without compromising access to health care. An informed consent will be obtained each time the inmate is prescribed a new psychotropic medication.

## II. Individualized Treatment Plans

Each inmate identified as requiring mental health services, the Psychiatrist/psych NP will develop an individualized treatment plan upon a mental health case being opened. The plan will be developed by a multidisciplinary treatment team comprised of Psychiatrist/psych NP, medical director, mental health clinician, and nursing staff with support and input from the inmate and jail representatives, as necessary. The plan will:

- Reflect the inmate's current mental health status and needs based on his or her psychosocial assessment, diagnosed mental disorders, and functional strengths and limitations attributable to mental disorders.
- Identify any mental health problems that may negatively impact the inmate's ability to adjust to incarceration.
- Outline achievable, time-limited objectives (written measurable terms) that may reduce symptoms, enhance current functioning, or maintain current functioning.
- Identify any problems for which the institution currently has no available resources or which are not currently the focus of treatment. All the members of the treatment plan, including the inmate, will sign the plan.

## III. Crisis Intervention and Management

QMHP are available to provide crisis intervention requiring coordination, cooperation, and excellent communication among medical, mental health, and security personnel to obtain a high level of ability to identify those inmates in need of critical mental health and psychiatry services.

Upon discovering an inmate in crisis, the medical, mental health, or security staff member who identified the crisis will notify the designated medical, mental health, and/or psychiatric staff on duty at the facility, who will ensure the most appropriate person(s) responds to the crisis with a mutually agreed-upon-minimal time of notification. The Psychiatrist/psych NP, if not present onsite, may be available for an on-call telephone or video consultation to support the onsite evaluation.

The responding mental health professional and/or Psychiatrist/psych NP will rapidly assess the immediate needs of the inmate, working close with security staff to ensure the inmate's safety and security, as well as that of staff, other inmates, and the facility. Inmates in crisis require the utilization of mental health watches not only for their own safety, but for the safety of others.

#### IV. Intake Screening/Assessment

A timely screening and assessment of any inmate who enters the facility or moves between facilities, or returning from a court hearing will be completed by the QMHP. The ongoing identification and referral procedure for assessment will be completed by QMHP at any time during the inmate's incarceration. The screening will include:

- Past suicidal ideation or attempts; current ideation, threats, or plans
- Prior mental health treatment or hospitalizations
- Recent significant losses or changes
- History of suicide by family members
- Lack of social support system
- Expression of extreme embarrassment, shame or feelings of humiliation as a result of charge/incarceration
- Suicidal behavior during a previous incarceration
- Intoxication
- Obtaining information regarding suicidal behavior from the transporting officer

#### **B. INQUIRIES**

Any explanation desired by a proposer regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing no later than 4:00 p.m., EST, September 8, 2020. Questions may be sent via email to:

Bill Cook  
Purchasing Manager [bcook@flaglersheriff.com](mailto:bcook@flaglersheriff.com)

No questions will be answered over the phone. All questions must be submitted via email.

#### **C. CONTRACT PERIOD**

This contract shall be for a term of three (3) years, starting on a mutually agreed upon date. This agreement will be available for renewal for two (2) additional one- year terms unless either party gives written notice of termination at least ninety (90) days before the end of the original term. If the FCSO selects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United Bureau of Labor Statistics for the latest twelve months for which statistics are available. If delays in the proposal process result in an adjustment of the anticipated contract starting date, the contractor agrees to accept a contract for the full term of the contract.

#### **D. CONTRACT ADMINISTRATION**

The FCSO will administer the contract. The successful contractor will be required to submit monthly invoices in a timely manner.

#### **E. PRIME CONTRACTOR RESPONSIBILITIES**

The contractor will be required to assume responsibility for all contractual services offered in this proposal whether or not the contractor performs them. Further, FCSO will consider the contractor to be the sole point of contact with regard to contractual matters. If any part

of the work is to be subcontracted, responses to this proposal shall include a list of subcontractors, including business name and address, telephone number, contact person and complete description of work to be subcontracted. FCSO reserves the right to approve or disapprove subcontractors at the time of award and throughout the contract period and to require the contractor to replace subcontracts found to be unacceptable. Full back-ground checks including DMV reports will be run for any person accessing the Jail. Also any individual accessing the jail will be required to participate in a one-time orientation to include rules, responsibilities, and PREA policies for the Jail.

#### **F. REJECTIONS OF PROPOSALS**

FCSO reserves the right to reject any or all proposals, wholly or in part. FCSO reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the proposer's competitive position. All awards will be made in a manner deemed in the best interest of FCSO.

#### **G. PROPOSAL EVALUATION**

- i. FCSO will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below.
- ii. The extent to which the proposal meets the requirements of the RFP.
- iii. The amount service(s) provided. If this RFP is not responded to in whole, the services proposed must be specified and billing information for each service must be included.
- iv. The demonstrated ability of the proposer to provide the required services to FCSO.
- v. The quality of performance of previous contracts.
- vi. The financial resources of the proposer to perform the contract services.
- vii. Documentation of all required insurance including but not limited to Workers Compensation, Malpractice, Liability, and any other needed insurance coverage.

## **II. GENERAL INFORMATION**

Firms/individuals responding to this RFP must have a proven and verifiable record of providing mental health services to preferably a correctional facility but at least an agency or department of equal size and complexity and of similar scope of operations.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Contractors are expected to carefully examine all documentation, schedules and requirements stipulated in this RFP, and respond to each requirement in the format prescribed. Proposals that do not conform to the mandatory items as provided in the proposal instructions will not be considered.

A contract will be awarded to a single contractor as a result of this proposal. In addition to the provisions of this RFP and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract. One or more proposers may be invited back for a “Best and Final Offer” opportunity.

This RFP does not commit FCSO to award a contract. FCSO reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time. If, in the opinion of the Jail, revisions or amendments will require substantive changes in proposals, the due date may be extended.

As a political subdivision, the FCSO is subject to the Florida Sunshine Act and Public Records Law. If a redacted version of the proposal is submitted with claimed exemptions from public records laws, FCSO and/or a court of law will ultimately determine if the redacted information is subject to exemption from disclosure.

### **III. PROPOSAL FORMAT**

Proposals shall be in the format described below and must include the following:

#### **A. Section One - General Information about the Contractor**

Provide general information about the company including background, experience, organizational structure, general product descriptions, etc. At a minimum, Section One shall include:

1. Letter of Transmittal  
Prepare a brief letter which provides the following information:
  - a) Name and address of the Offeror
  - b) Name, title and telephone number of the contact person for the Offeror.
  - c) A statement that the proposal is in response to the FCSO Mental Health Services RFP.
  - d) A statement acknowledging and accepting the terms and conditions of this RFP.
  - e) The signature, typed name, and title of an individual who is authorized to commit the Offeror to this proposal. The contents of the successful proposal shall become a contractual obligation if a contract ensues.
2. Executive Summary  
Highlight the contents of the technical proposal and provide evaluators with a broad understanding of the Offeror’s technical approach and the Offeror’s ability to fulfill all requirements and comply with the terms and conditions of the RFP and ensuing contract.
3. Offeror’s Organization and Staffing  
This section shall include identification of the staff members of the project team, their duties and responsibilities and their background and experience.



4. Documented Experience  
The Offeror must describe the Offeror's background and experience to demonstrate the Offeror's ability to provide mental health services to inmates.

**B. Section Two - Current and Previous Contracts**

Provide information about the company's current and previous contracts or business, legal actions against the company, and audited financial statements. At a minimum, Section Two shall include:

1. Current Contracts or Business  
List facility name, city, state, and type of correctional institutions (jail or prison) where Offeror, if available, is providing Inmate Mental Health Services and the length of time that each contract has been in effect. This information must be submitted on the Client Reference in Attachment C.
2. Legal Action  
Include disclosure of any legal action pending or settled against the company or corporate principals within the company within the past 48 months.
3. Audited Financial Statements if available  
Provide audited financial statements for the most recent fiscal year and previous year to support the Offeror's financial capability to undertake and complete the performance of the contract. If the company is a subsidiary or division of a corporation, the relationship of the Offeror must be clearly delineated in the proposal.

**C. Section Three - Offeror's Work Plan**

Describe in detail the Offeror's work plan and proposal for satisfying all RFP requirements. At a minimum, Section Three shall include:

1. Offeror's Work Plan  
Describe in detail:
  - a) Actions the Offeror will take to start up and provide ongoing Inmate Mental Health Services for FCSO. The work plan shall include a detailed project schedule identifying all tasks to be accomplished, the Offeror's approach to task accomplishment, and a timeline for completion of tasks and implementation of said services.
  - b) Procedures for dealing with staff/inmate complaints and methods for minimizing the potential for inmate litigation regarding mental health related issues. In addition, the proposer shall identify the schedule of weekly visits to meet with inmates.

**D. Section Four - Offeror's Products and Pricing**

Describe your billing and collection process based on the following criteria:

- i. How are services billed and who is your billing company?
- ii. Explain the billing process for each type of service provided
- iii. Agree to provide prescription writing services for the inmates when

appropriate.

- iv. FCSO uses CorEMR for its medical records so the proposer must agree to either use it for data input or agree to provide the interface between the provider's software and ours.

**E. Section Five - Exceptions and Deviations**

Provide a statement expressing the Contractor's understanding and willingness to comply with all provisions of the RFP. If there are provisions of the RFP that the Contractor is unwilling or unable to comply with, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the reason for non-compliance. If there are provisions of the RFP that the Contractor would like to propose an alternative solution, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the alternative solution.

**F. Section Six - Technology Enhancements and Other Services**

Offeror may use this section to describe technology enhancements, software applications, other services, etc that are available through or recommended by the Offeror.

**G. Offeror Notification**

The successful Offeror submitting proposals shall be notified in writing no later than September 30, 2020.

**H. Evaluation and Selection**

Evaluation and selection of an Offeror will be based on the information submitted in the proposals plus any required oral presentations and demonstrations. There may be further information required for clarification purposes after the proposals are submitted.

A committee designated by FCSO will evaluate all proposals submitted in response to this RFP.

FCSO reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defect or technicality, and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interest of FCSO. FCSO also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves FCSO's best interest. Proposal award will be based on compliance with mandatory items and evaluation of desirable items indicated throughout this specification. Complete and accurate responses to all items are necessary for fair evaluation of proposals.

**I. Delivery**

Proposer's ability to meet delivery requirements and other criteria as it pertains to the specific RFP. FCSO will consider any other factors that are in FCSO's best interest.

**IV. OFFEROR PARTICIPANT CONSIDERATIONS**

**A. Contractor Qualifications**

To qualify for this contract, the Contractor should/preferably:

1. Demonstrate the Contractor has experience providing inmate mental health services in jails with an average daily inmate population of 150 or more.
2. Demonstrate financial stability.
3. Have operated under the same business name for the last three (3) years.
4. Demonstrate that the Contractor has the corporate staffing and organizational structure required to support the contract.

**B. Geographic Scope**

The Contractor must identify the geographic scope of the firm, whether local, within Florida, regional, national or international. If the company is not local, it must identify the location of the closest office designated to provide project support, supervision and oversight. Contractor must provide details regarding off-site (from FCSO) resources dedicated to this contract.

**C. Client References**

Each submission must include a minimum of three (3) current client references with the client's name, address, telephone numbers, name and email of client contact, number of years under contract, and if the contract is active or non-active. References are preferred from jails with average daily inmate population greater than 150. If this is not available, the largest client may be used to show that the proposer can handle a contract of this magnitude. Include Attachment C, Client References with submission.

**D. Software Interface Application**

Each submission must include a detailed list of software interfaces created that are currently in use.

**E. Optional Services**

Vendor shall provide information on the below list of options and on any additional technology or optional features that may be of interest to FCSO.

1. Offeror shall provide information on any additional technology or optional services that may be of interest to FCSO. Please be sure to provide detailed information on the functionalities as well as a complete description of the features and services proposed. Also, detail any cost associated with the additional technology or optional features offered/proposed.

**V. STAFFING AND PERSONNEL**

**A. Dress Code**

The Contractor shall establish and enforce a business casual dress code, for ITS staff that requires access to FCSO facilities, which is consistent with the requirements established for FCSO employees and appropriate to a correctional environment with

regard to safety and appearance.

**B. Personnel Security Requirements**

The Contractor shall ensure contractor employees including employees of its subcontractors and agents who require access to FCSO facilities cooperate and comply with FCSO security criminal history checks and clearances, substance abuse screening, photo identification, and searches of their person and possessions while on or in Jail property.

**C. Criminal History Check**

Contractor employees who require access to FCSO facilities shall be subject to criminal history check. Each contractor employee shall complete and sign a release authorizing FCSO staff to conduct a criminal history check. Contractor employees shall not be permitted to work pending results of criminal history check. The Contractor shall replace employee(s) whose criminal history check indicates the employee(s) may be a risk to the as determined by FCSO

**D. Substance Abuse Screening**

Contractor employees who require access to FCSO facilities shall be subject to substance abuse screening.

The Contractor will contact FCSO Human Resources Office and arrange pre-employment substance abuse screening of new employees which must be completed and results received before the new employee may start work at FCSO. The results of pre-employment substance abuse screening will be reported to the Chief of Court and Detention Services Division.

At the direction of the Chief, contractor employees who require access to FCSO facilities shall sign all documents, go to a location designated by the correctional staff, and submit to random or "for cause" substance screening. The Chief will be responsible for random selection of Contractor employees for substance abuse screening.

At their sole discretion, the Chief may deny access to FCSO, contractor employees whose pre-employment, random, or "for cause" substance abuse screening results reflect evidence of substance abuse. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of his responsibilities therefore.

FCSO shall bear the cost of pre-employment and random or "for cause" substance abuse screening of contractor employees.

**E. Photo Identification**

Contractor employees who require access to FCSO facilities shall be issued photo identification badges provided by FCSO staff.

Contractor employees shall wear the photo identification badges prominently displayed on the outer layer of clothing at all times while inside FCSO facilities.

The Contractor shall be accountable for all photo identification badges issued to

contractor employees. The Contractor shall retrieve and return to FCSO, photo identification badges of persons who are no longer in the Contractor's employ.

FCSO will issue the first identification badge to the Contractor employees at no charge. Contractor employees who lose or damage their identification badge shall be assessed a \$10.00 fee for replacement identification badges.

**F. Searches**

Contractor employees who require access to FCSO facilities shall submit to searches of their person and possessions including their vehicle while on or in Jail property. At his/her sole discretion, the Chief may deny access to FCSO facilities, any Contractor employees who refuse to consent to such searches. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore.

**G. Access to Facilities**

Although the Contractor has authority for all hiring and termination, FCSO may deny access to any individual for any reason in compliance with state and federal law. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore.

**H. PREA**

Contractor will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. 15601 ET. Seq.) and with all applicable PREA standards, FCSO Polices related to PREA and FCSO Standards related to PREA for preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within Jail Facilities/Programs/Offices owned, operated or contracted. Contractor acknowledges that, in addition to “self-monitoring requirements” FCSO will conduct announced or unannounced, compliance monitoring to include “on-site” monitoring. Failure to comply with PREA, including PREA Standards and FCSO policies may result in termination of the contract. All contractor staff will be required to complete the mandatory PREA Forms and will be scheduled to attend the next available scheduled PREA training class.

**VI. SECURITY REQUIREMENTS**

**A. Physical Security Requirements**

The Contractor shall develop procedures to ensure facilities, supplies, furnishings, and equipment entrusted to the Contractor are not abused or misused, are properly maintained, and are secure at all times.

**B. Area Security**

The Contractor shall establish procedures to ensure offices; storage areas, etc. are locked and secured when not occupied by Contractor employees.

**C. Key Control**

The Contractor shall comply with Jail policies related to security and key control procedures.

**D. Contraband**

The Contractor shall establish procedures to ensure contractor employees who require access to FCSO facilities understand which items constitute contraband and that contractor employees do not introduce contraband into the Correctional Facilities.

**E. Personal Security**

The Contractor shall develop procedures, consistent with Jail policies, to ensure the safety and wellbeing of contractor personnel who require access to FCSO facilities while providing services under the terms of the contract.

**F. Security Code Call Names**

The Contractor shall establish procedures to ensure contractor personnel who require access to FCSO facilities understand security code call names and comply with regulations and procedures that govern their use.

**G. Inmate Security**

The Contractor shall establish procedures to ensure contractor personnel who require access to FCSO facilities are familiar and comply with FCSO security procedures pertaining to inmate control and security.

In addition, the Contractor shall:

Inform the Chief, in writing, any time a personal friend or relative of any contractor employee is confined to the facility. Ensure contractor employees do not fraternize or grant special favors for any inmate confined to any facility.

Ensure contractor personnel do not provide to any inmate, information regarding any other inmate confined to any facility.

**VII. GENERAL TERMS AND CONDITIONS**

**A. ADDITIONAL INFORMATION:** FCSO reserves the right to ask any Proposer to submit information missing from its proposal, to clarify the proposal or offer, and to submit additional information which FCSO deems desirable, and does not affect quality, quantity, price or delivery.

**B. ANTI-TRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to FCSO all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States, relating to the particular goods purchased or acquired by FCSO under the said contract.

**C. APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought in the courts of the state of Florida, Flagler County, or the Middle District of Florida if filed in federal court. The contractor shall comply with applicable Federal, State and local laws and regulations.

**D. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of FCSO.

**E. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any one of the following ways:

1. FCSO may order changes within the general scope of the contract at any time by written notice to contractor. Changes within the scope of the contract include, but are not limited to things such as service to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give FCSO a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a) By mutual agreement between the parties in writing; or
  - b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to FCSO's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c) By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present FCSO with all vouchers and records of expenses incurred and savings realized. FCSO shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to FCSO within thirty (30) days from the date of receipt of the written order from FCSO. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim or dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by FCSO with the performance of the contract generally.
  - d) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

**F. CLARIFICATION OF TERMS:** If any prospective Proposer has questions about the specifications or other proposal documents, the prospective Proposer should submit a written request to the purchasing agent whose name appears on the face of the invitation, no later than five (5) days before the due date.

Any revisions to the invitation will be made only by addendum issued by the purchasing agent.

- G. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, FCSO, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which FCSO may have.
- H. DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug- free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- I. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Proposers certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or subcontractor in connection with their proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- J. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By signing their proposals, the Proposers certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

**K. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS  
CLAUSE/INSURANCE AND CERTIFICATE REQUIREMENTS:**

**Requirements for Professional Services**

**Defense, Indemnification and Hold Harmless Clause**

Any contract, prior to signature, must include a “defense, indemnity and hold harmless” clause. Such clause acceptable to the Flagler County Sheriff’s Office (FCSO) is as follows:



In the event that any lawsuit, claim, loss, demand, cost, charge or expense (whether frivolous or otherwise) is pursued against FCSO, its elected officials, employees and/or agents based on or containing any allegations concerning Contractor's care provided pursuant to this agreement and/or the performance of Contractor's employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendants and shall be responsible for Contractor's own defense and any judgments rendered against them. Contractor will fully indemnify and hold harmless and fund all costs of defense and judgments against FCSO, their respective elected officials, employees and/or agents from any such lawsuit, claim, loss, demand, cost, charge or expense based on or containing allegations concerning Contractor's care and the performance of Contractor's employees, agents, subcontractors or assignees. The selection of such attorney to represent FCSO shall be the sole and exclusive determination of the FCSO."

### **Insurance and Certificate Requirements**

Each and every contract, whether for professional services, vendors or contractors, must meet minimum insurance specifications in order to protect the FCSO's interest and/or as evidence of compliance with Florida law.

**GENERAL REQUIREMENTS:** Before commencing work, the successful service provider or contractor and any subcontractor shall furnish evidence acceptable to the FCSO, that it has procured and will maintain, at its own expense, until final acceptance of the work, or until released in writing at the time of "Notice of Substantial Completion", insurance in the kinds and amounts hereinafter specified. The FCSO is defined as Flagler County Sheriff's Office, its agents, officers and employees. Evidence of such insurance coverage shall include the insurance policy and the certificate of insurance.

A Certificate of Insurance acceptable to the Flagler County Sheriff's Office must meet the following requirements:

List the type of insurance coverage's and acceptable limits, as required by the FCSO.

Name the certificate holder as the Flagler County Sheriff's Office, PO Box 879 Bunnell, FL 32110.

Name the County of Flagler, its agents, officers, employees (without reference to a specific department) and premises as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.

Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.

In the event of any material alteration or cancellation of any insurance coverage, thirty (30) days written notice shall be given to the Flagler County Human Resources PO Box 879 Bunnell, FL 32110.

Insurance carriers should be admitted in the State of Florida, unless an exception is approved by FCSO.

The Certificate of Insurance shall be submitted to the Flagler County Sheriff's Office Human Resources for compliance review, approval and retention at least thirty (30) days prior to the start of work.

**SPECIFIC INSURANCE REQUIREMENTS:** The following are the minimum insurance types, documentation and limits acceptable to the FCSO:

**FCSO REQUIRED INSURANCE COVERAGES, DOCUMENTS AND MINIMUM LIMITS  
For Professional Services**

<u>Coverage and Documents</u>	<u>Limits</u>
A. Professional Liability Insurance	\$2,000,000 Each Occurrence or Claim \$4,000,000 General Aggregate
B. General Liability (GL)	\$1,000,000 Each Occurrence
C. Auto Liability	Statutory Limits
D. Workers' Compensation and Employers Liability	Statutory Limits
E. Disability Benefits	Statutory Limits
F. Cyber Insurance	\$4,000,000 Aggregate

**ATTACHMENT A  
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP. My signature also certifies that by submitting a proposal in response to this Request for Proposals, the Offeror(s) represents that in the preparation and submission of this proposal, said Offeror(s) did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.).

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

FED ID NO: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

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

**SUBMIT THIS FORM WITH PROPOSAL**

**ATTACHMENT B**  
**CLIENT REFERENCES**

List a minimum of three client references providing information described below. References must be from current contracts with jails with average daily inmate population greater than 800. Contracts with these jails must have been in effect for at least one year.

Agency  
Name \_\_\_\_\_

Agency Address  
\_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Numbers \_\_\_\_\_

Number of Inmates \_\_\_\_\_

Facility Type \_\_\_\_\_ Jail \_\_\_\_\_ Prison  
                                \_\_\_\_\_ Juvenile \_\_\_\_\_ Other

Contract Start \_\_\_\_\_

Contract End \_\_\_\_\_

Reason Contract Ended  
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Agency Address  
\_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Numbers \_\_\_\_\_

Number of Inmates \_\_\_\_\_

Facility Type \_\_\_\_\_ Jail \_\_\_\_\_ Prison  
\_\_\_\_\_ Juvenile \_\_\_\_\_ Other

Contract Start \_\_\_\_\_

Contract End \_\_\_\_\_

Reason Contract Ended  
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Reason Contract Ended  
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Additional sections necessary:

**PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

**I. Terms of the Contract**

While still reserving the right to negotiate for additional terms and specific language in the contract, the Flagler County Sheriff's Office will not award a contract unless it includes the following terms:

FCSO will not agree to waive damages

Indemnification Clause: The contractor will hold harmless and indemnify FCSO against any and all claims containing allegations regarding Contractor. FCSO reserves the right to select defense counsel

Nonwaiver of sovereign immunity: the Contractor agrees nothing in the agreement is intended to waive or modify FCSO's immunities and limitations on liability in FS 768.28, as amended from time to time.

Termination for convenience clause: FCSO shall have the right to terminate the contract for convenience with written notice.

No sub-contracting without permission clause: Contractor may not subcontract any of its rights or obligations without the permission of FCSO.

Venue clause of state courts of the State of Florida: Venue for any legal disputes regarding the contract will be heard in the courts of the State of Florida, Flagler County. Prohibition on arbitration.

Applicable law clause of the law of the State of Florida: The contract shall be interpreted under the laws of the State of Florida.

Non-appropriation of funds clause: The contract may be terminated by FCSO if sufficient funds are not appropriated.

Public records law clause: Information regarding the contract and contractor's services will be disclosed pursuant to Florida and Federal Public Records Laws. Specific language must be included in the agreement per FS §§ 119.0701 and 119.011

Termination upon sale of company at option of FCSO: FCSO shall have the option to terminate the contract upon the sale of contractor's company.

Prohibition on assignment of contractor's rights and/or obligations: Contractor may not assign this contract or any of their obligations without the permission of FCSO.

Right of FCSO to conduct background checks, drug screening, if it elects to do so.

FCSO will have the right to deny access to FCSO facilities for any reason in compliance with state and federal law.

Contractor will adhere to all Florida Model Jail Standards and all Florida Corrections Accreditation Commission Standards at all times: the Florida Corrections Accreditation Commission accredits FCSO's penal institution. Additionally, it is the intention and goal of the FCSO Detention Facility to achieve accreditation status with the National Commission on Correctional Health Care (NCCHC) and the contractor must adhere to all associated standards of care. Contractor agrees to adhere at all times to the current FCAC standards as well as the current Florida Model Jail Standards and will pay specified monetary damages if contractor causes FCSO to lose its accredited status on FCAC or NCCHC.

Audit of contractor's records: Contractor agrees to maintain financial records and inmate medical records relating to this contract and allow FCSO to inspect those records upon request.

Non-discrimination in employment clause: Contractor agrees to engage in all aspects of employment without violating any county ordinance or state or federal laws prohibiting discrimination.

Drug and smoke free workplace: Contractor will execute a certification of drug-free workplace as an exhibit to the agreement.

Use of E-Verify: Contractor certifies all newly hired employees of contractor are verified through the E-verify system for confirmation of work authorization status. If contractor enters in to an agreement with a subcontractor, it shall require the subcontractor provide an affidavit state the contractor does not employ, contract or subcontract with an unauthorized alien. The affidavit must be maintained for the duration of the contract.

Public Entity Crimes Act: Contractor certifies by entering in to the agreement it has not been placed on the convicted vendor's list maintained by the State of Florida Department of General Services and further acknowledges Contractor may not conduct business with FCSO for a period of 36 months from the date of being placed on the list.