

Invitation to Negotiate (ITN)



Detention Security Camera Management

ITN 24-100

ITN Released: November 8, 2024

Deadline for Questions*: 5:00 p.m. on December 3, 2024

Replies Due*: 2:00 p.m. on December 20, 2024

Jade McCready

Procurement Officer

Leon County Sheriff's Office

Purchasing Department

3333 West Pensacola Street, Suite 140

Tallahassee, Florida 32304

*Timeline subject to change. Changes will be communicated through an addendum to this ITN (see Section 1.8)

ITN Timeline

Steps in the ITN process	Date and Time	Location (if applicable)
Release of ITN	November 8, 2024	Sheriff's website https://www.leoncountysoc.com/Departments/Administration/Purchasing-Opportunities
Mandatory Pre-Reply Conference	November 19, 2024 at 11:00 a.m.	<u>Conference Call</u> Dial-In: (605) 313-5690 Access Code: 5621498
Written Questions Due	December 3, 2024 at 5:00 p.m.	Submit to: Jade McCready, Procurement Officer Subject: ITN 24-100, Detention Security Camera Management Email: LCSO.purchasing@leoncountyfl.gov
Anticipated Posting of Answers to Submitted Questions	December 11, 2024	Sheriff's Website https://www.leoncountysoc.com/Departments/Administration/Purchasing-Opportunities
Sealed Replies Due and Opened	December 20, 2024 at 2:00 p.m.	Submit to: Leon County Sheriff's Office Purchasing Department Attn: Jade McCready, Procurement Officer ITN 24-100, Detention Security Camera Management 3333 West Pensacola Street, Suite 140 Tallahassee, FL 32304* <small>*Also, the location for the Reply Opening</small>
Evaluation Team Meeting	January 7, 2025 at 2:00 p.m.	Leon County Sheriff's Office Purchasing Department 3333 West Pensacola Street, Suite 140 Tallahassee, FL 32304* *Located in the Disc Village office complex
Anticipated Negotiations	January 2025	Leon County Sheriff's Office Purchasing Department 3333 West Pensacola Street, Suite 140 Tallahassee, FL 32304 *Located in the Disc Village office complex
Negotiation Team Meeting	February 2025	The meeting date and time will be posted at least seven (7) days before the meeting on the Sheriff's website at https://www.leoncountysoc.com/Departments/Administration/Purchasing-Opportunities
Anticipated Date the Sheriff will Advertise its Notice of Intended Decision	February 2025	Sheriff's Website https://www.leoncountysoc.com/Departments/Administration/Purchasing-Opportunities

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SECTION 1: Key information

1.1. Quick Facts

- a. The Leon County Sheriff's Office (Agency) is inviting competitive sealed responses from qualified Respondents to explore the various questions outlined in the ITN and to determine, through the negotiation process, the best way to provide camera maintenance management for the security cameras installed in the Leon County Detention Facility. Please note that the Agency has no plans to replace our video management system (VMS). The Agency has determined negotiations are necessary for it to receive the best value.
- b. This ITN is a multi-step procurement process, including a technical evaluation, a cost evaluation, and a negotiation phase.
- c. The use of capitalization (such as Respondent) denotes words and phrases with special meaning as defined in [Section 5, Definitions](#).
- d. Unless otherwise indicated, all dates and times reflect Eastern Time (Tallahassee, Florida).

1.2. Resources

- a. Currently, the Agency's IT staff have been managing and repairing detention cameras. When the repair requires activities outside their domain and technical areas of responsibility, LCSO contacts one of several trusted companies for assistance. This will be the first contract for a managed service.
- b. The Agency is providing the following resources that may be helpful to Vendors in developing and proposing appropriate solutions, implementation strategies, transition plans, and pricing that best meets the needs of the Agency. Vendors are strongly encouraged to review the information found at <https://www.leoncountysso.com/Departments/Administration/Purchasing-Opportunities> to gain a comprehensive understanding of this contract.
 - 1) Policy 205 Tool and Culinary Equipment Control
 - 2) Procedure 501 Search Procedure

1.3. How to Contact Us (Procurement Rules and Information)

- a. All questions related to this ITN must be made in writing, via email, to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline. Direct phone calls or conversations with staff regarding the services contemplated by this ITN are prohibited.
- b. The site visit is an opportunity to tour where services will be delivered and is vital to understanding the desired services sought by the Agency. Therefore, before submitting their Reply, all interested Vendors must visit the service site to familiarize themselves with site operations and conditions that may impact the work to be completed under this solicitation. **Attendance at the site visit is mandatory and limited to two (2) representatives from each Vendor.** The site visit shall occur according to the Timeline and interested parties shall meet at the front lobby for admittance to the facility.
- c. The Agency will not allow visits for individual Vendors or visits at any other time. All Agency security procedures shall apply for entry into the secure Detention Facility. The site visit will also include a brief Pre-Reply Conference to afford Vendors the opportunity to ask questions. Oral questions will be entertained, and the Agency will make a reasonable effort to provide answers. However, the Agency's answers to oral inquiries are non-binding and

are not considered the official position of the Agency unless those questions are subsequently submitted in writing, per this Section.

- d. On or about the date referenced in the Timeline, the Agency will advertise its answers to written questions on the Agency's website.
- e. Between the release of the solicitation and the end of the 72-hour period following the advertisement of the Notice of Agency Decision (the 72-hour period excludes Saturdays, Sundays, and Agency holidays), Respondents to this ITN, or persons acting on their behalf, may not contact any employee or officer of the Leon County Sheriff's Office or the Sheriff concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or during the negotiation phase, as directed by the Agency. Violation of this provision may be grounds for rejecting a Reply.
- f. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the LCSO Purchasing Department at (850) 606-3211 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCSO Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY) or dial 7-1-1.
- g. **The Agency's Procurement Officer**
Jade McCready, Purchasing Specialist
Purchasing Department
Leon County Sheriff's Office
3333 West Pensacola Street, Suite 140
Tallahassee, FL 32304
Telephone: (850) 606-3214
Email: LCSO.purchasing@leoncountyfl.gov
- h. The Respondent shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any Agency or Leon County employee related to this ITN (see Section 1.2 of this ITN). Only written communications from the Agency's Procurement Officer are considered duly authorized expressions on behalf of the Agency. Additionally, only written communications from a Respondent are recognized as duly authorized expressions on behalf of the Respondent. Any discussion by a Respondent with any employee or representative of the Agency, involving cost or price information, outside of the negotiation phase, and occurring before the Agency advertises its Notice of Agency Decision, may result in the rejection of that Respondent's Reply.

1.4. Developing Your Reply

- a. This ITN is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
- b. Respondents should take the time to read and understand the ITN. In particular, they should:
 - 1) Develop a strong understanding of the Agency's requirements detailed in Section 2.
 - 2) Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the Agency.
- c. Respondents should prepare a clear and concise Reply, avoiding complicated jargon, and thoroughly describing their innovative solutions and their ability to meet the expectations of the Agency.

- d. Respondents must follow the format and instructions included in this ITN for their Reply submittal.
- e. Replies that contain provisions contrary to the material requirements of this ITN are not permitted. Including alternate provisions or conditions may result in the Reply being deemed non-responsive to the solicitation. However, as this is an ITN, the Agency reserves the right to review innovative solutions and negotiate the best terms and conditions if determined to be in its' best interest.
- f. Respondents must use the Price Information Sheet, Attachment I, to submit its pricing. Respondents shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this ITN.
- g. Respondents should thoroughly review their Reply before submission to ensure it is complete and accurate and has provided all requested information in the format prescribed in Section 3, Procurement Rules and Information.
- h. The Agency is not liable for any costs incurred by a Respondent while responding to this ITN, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Respondents are expected to submit questions or concerns regarding the requirements or terms and conditions of this solicitation during the question-and-answer phase, per Section 1.3, a.
- j. The Agency shall reject any and all Replies that do not meet the following pass/fail criteria (also called Mandatory Responsiveness Criteria). Any Reply rejected for failure to meet these requirements will not be evaluated further:
 - 1) The Respondent shall ensure that all data generated, used, or stored by the Respondent under the prospective Contract will reside and remain in the United States and will not be transferred outside of the United States at any time;
 - 2) The Respondent's Reply shall demonstrate that it has at least three (3) years within the last five (5) years of business/corporate experience in providing security camera repair and management to commercial or governmental clients;
 - 3) Respondent's Reply and all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.);
 - 4) The Respondent's Reply and all services will be licensed or certified, as required, for the work being performed, such as Florida Limited Energy (Low Voltage) Contractor's License from the Florida Department of Business and Professional Regulation; and
 - 5) The Respondent shall complete and submit Attachment II, Required Provisions Certification.

1.5. Submitting Your Reply

- a. Respondents shall submit their Replies in a sealed envelope or package with the relevant ITN number and the date and time of the reply opening **clearly marked on the envelope or packaging**. Respondents may submit their Bids by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. **The Agency will not accept any Replies submitted by email or fax.**
- b. Respondents must mail or otherwise deliver their Replies to the following address:

**Leon County Sheriff's Office
Purchasing Department**

ITN 24-100, Detention Security Camera Management
Attn: Jade McCready, Procurement Officer
3333 W. Pensacola Street, Suite 140
Tallahassee, FL 32304

- c. The Respondent is responsible for ensuring their Reply is delivered to the Agency by the date and time stipulated in the Timeline. The Agency's clock will stamp Replies received and shall provide the official time for the reply opening. **Late Replies will not be accepted.**
- d. Submit a Technical Reply and a Cost Reply in separately sealed and clearly labeled packages. The Cost Reply may be shipped along with the Technical Reply if it is sealed separately (such as in a sealed envelope) within the same shipping container and clearly marked.
- e. Submit one (1) signed, original Technical Reply, five (5) hard copies of the Technical Reply, and five (5) electronic copies of the Technical Reply in searchable PDF format on an electronic storage device (CD, DVD, or flash drive (not password protected)). The original physical Technical Reply will take precedence if there is a discrepancy between the original and one of the physical or electronic copies.
- f. Submit one (1) signed, original Cost Reply, five (5) hard copies of the Cost Reply, and five (5) electronic copies of the Cost Reply in searchable PDF format on an electronic storage device (CD, DVD, or flash drive (not password protected)). If the electronic copy and original paper copy do not match, the original paper copy of the Cost Reply will take precedence.
- g. The signed original Technical Reply and Cost Reply shall be clearly marked as "Original," and the physical copies shall be numbered one (1) through five (5).
- h. If the Respondent includes information in their Reply that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Reply, as outlined in Section 3.7. The Respondent should submit one (1) redacted hard copy and one (1) redacted electronic copy in searchable PDF format (in addition to the non-redacted version).
- i. Respondents are encouraged to print Reply documents double-sided and minimize using non-recyclable materials.
- j. All documentation produced as part of this Reply shall become the exclusive property of the Agency, may not be returned to or removed by the Respondent or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the Agency reject all Replies and re-solicit, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071, F.S. The Agency shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Reply. The award or rejection of a Reply shall not affect this right.

1.6. Reply Opening

- a. Replies are due and will be publicly opened at the time, date, and location specified in the Timeline.
- b. Agency staff are not responsible for the inadvertent opening of a Reply that is improperly sealed or addressed or for Replies that are not correctly identified with the ITN number.
- c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Respondents who submitted Replies.

1.7. Disposition of Replies

- a. The Agency reserves the right to withdraw this ITN at any time and, by doing so, assumes

no liability to any Respondent.

- b. The Agency reserves the right to reject any Replies received in response to this ITN.
- c. The Agency reserves the right to waive Minor Irregularities when doing so would be in the Agency's best interest. The Agency may correct Minor Irregularities at its exclusive option but is not obligated to do so.
- d. All Replies become the property of Leon County Sheriff's Office and will be a matter of public record subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the Agency reject all Replies and re-solicit, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071, F.S.

1.8. Changes to the ITN

The Agency will post all addenda and materials related to this procurement on its Purchasing website, <https://www.leoncountysoc.com/Departments/Administration/Purchasing-Opportunities>.

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement. Respondents are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.

1.9. Protest Procedures

Pursuant to Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the Agency's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3333 West Pensacola Street, Suite 140, Tallahassee, FL 32304, or via email to LCSO_purchasing@leoncountyfl.gov. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, Agency holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

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SECTION 2: Scope of Work

2.1. Background

Each county within the State of Florida has a constitutional officer elected every four (4) years to serve as the Sheriff, governed by the Florida Constitution and applicable law. The duties of the office are defined in Chapter 30, Florida Statutes. The Sheriff is the chief law enforcement officer within their county, responsible for public safety and, per Section 30.15, Florida Statutes (F.S.), serving as “conservators of the peace in their counties.” The Sheriff is also responsible for the service of all legal processes (writs, warrants, subpoenas, and other legal documents), provides court security, and oversees the county-wide detention facility.

The Leon County Detention Facility (LCDF) provides booking and detention services for all law enforcement agencies within Leon County. In 2023, the average daily inmate population ranged between 900-1,000. The LCDF has approximately 368 security cameras, crucial to the safety and security of Agency staff and inmates. The Agency’s Information Technology (IT) Division currently manages and maintains these cameras. The IT Division has a staff of approximately 11 full-time equivalent (FTE) positions. With this small staff, they are responsible not only for all the Agency’s IT systems and software but also for all internet-enabled equipment. Further, staffing shortages within the Detention Facility have caused delays in reporting camera issues. With both challenges, there have been delays in getting security cameras repaired or replaced.

Current LCDF Camera Profile (as of 1/31/24):

Quantity	Location	Camera Make	Camera Model
118	Detention Center	Bosch	FLEXIDOME IP Starlight 6000 VR
82	Detention Center	Bosch	Analog Bosch VIP
51	Detention Center	Bosch	FLEXIDOME IP Starlight 6000
41	Detention Center	Bosch	FLEXIDOME IP 4000i
31	Detention Center	Bosch	FLEXIDOME IP Panoramic 7000 MP Outdoor
16	Courthouse P3	Vivotek	Vivotek IP
10	Detention Center	Bosch	FLEXIDOME IP Panoramic 7000 MP
7	Detention Center	Bosch	FLEXIDOME IP Starlight 4000i
6	Detention Center	Bosch	AUTO IP Starlight 7000 HD
4	Detention Center	Bosch	FLEXIDOME IP Corner 9000 MP
1	Detention Center	Invid	InVid-1 PAR-P4DRIR28
1	Detention Center	Bosch	FLEXIDOME IP Panoramic 6000 IC
368	TOTAL CAMERAS Deemed as “Critical”: 65 cameras (18%)		

2.2. Procurement Overview

Through this solicitation, the Agency is seeking competitive and innovative solutions from experienced camera installation and repair companies. The minimum requirements outlined in this ITN are based on current processes and research of other approaches, but the Agency is inviting creative solutions from interested vendors. The Successful Respondent’s solution shall include any supportive services required to operate the program smoothly and successfully. Management of the VMS system is outside the scope of this solicitation.

2.3. Transition and Service Implementation

The Agency will work with the Awarded Respondent(s) to execute one (1) or more contracts for services soon after the award of this ITN. Respondents should be able to begin providing services in October 2024. If a Vendor is concerned about their ability to meet the Agency's anticipated timeline, this should not dissuade them from submitting a Reply. Vendors should communicate their concerns and proposed timeline in TAB E of their Reply.

2.4. Contract Term

We anticipate that the Contract(s) will commence in September 2024. The expected Contract term and options to renew are:

Description	Time Period
Initial term of the Contract	Three (3) years
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	Six (6) years

2.5. Goals and Objectives of the ITN

The Agency has specific goals relating to what it hopes to accomplish through this ITN and the new Contract(s). These include, but are not limited to, the following:

- Ensure the Leon County Detention Facility security cameras remain fully operational through effective management and preventative maintenance activities.
- Ensure a smooth transition/continuation of services to the Contractor, minimizing the disruption in the services provided.
- Reduce the burden on Agency IT and Detention staff by proactively monitoring the health of the security camera system and deploying resources to repair equipment when needed or requested.
- Ensure competitive pricing throughout the Contract's term, including guarding against unexpected rate increases through innovative and effective cost-containment strategies.
- Provide innovative and flexible solutions that will meet the current and future needs of the Agency.
- Provide reporting to the Agency to support management oversight.

2.6. Pricing Methodology

The Agency is seeking a solution that will provide the best value to the Sheriff's Office. As part of the best value determination, interested Vendors must submit a Cost Reply, utilizing Attachment I, Price Information Sheet, and their Technical Reply. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most competitive and innovative solution for services and resources, as this will be a consideration in determining best value. Vendors must provide the Cost Reply per the instructions in Section 3.2, Submission of Replies.

The Agency is looking for a monthly fixed-price contract that will include management and labor for all preventative maintenance, break-fix, and replacement services for the camera system. Installation of replacement cameras should be included in the monthly cost, while installation of new cameras and the associated cabling work will be quoted using the Time and Materials hourly rate. The Agency has prioritized fixing problems with our current cameras, including cloudy lenses, black screens, incorrect location data, etc. Any issues that remain after the transition date will become the Contractor's responsibility. Vendors are encouraged to propose innovative solutions or alternate pricing models in TAB F of their Reply.

2.7. Service Locations and Times

a. Service Locations

Work shall be performed at:

- 1) Leon County Detention Facility
535 Appleyard Drive
Tallahassee, FL 32304
- 2) Leon County Courthouse
301 South Monroe Street
Tallahassee, FL 32301

b. Service Times

Regular Hours: Monday – Friday, 7:00 a.m. – 6:00 p.m., excluding Agency holidays

After-Hours: Monday – Friday, 6:00 p.m. – 7:00 a.m., Saturdays, Sundays, and Agency holidays

2.8. Scope of Work

The Agency seeks a qualified and experienced Contractor to provide a comprehensive managed maintenance and support program for its Detention Security Camera System in a high-security correctional environment. This does not include managing the Agency's Video Management System (VMS).

2.8.1. Service Tasks

Managed maintenance and support for the camera system, which should be included in the fixed monthly rate unless otherwise noted, includes:

- a. A monthly on-site review and assessment of all included security cameras to ensure all cameras are functional and operating at optimal levels, and preventative maintenance activities.
- b. Prompt troubleshooting and repair services in case of camera malfunctions or issues.
- c. Provision of approved replacement cameras and associated equipment at the contracted discount when approved by the Agency to expedite the resolution of service issues.
- d. Mounting, installing, and removing wall and ceiling-mounted cameras, including the associated support structures and receptacles.
- e. Installing, removing, and repairing device guards meant to protect sensitive equipment from removal or tampering.
- f. In-wall network receptacle repair or replacement.
- g. Installing, removing, and repairing various cable types (network, low-voltage electrical) as needed for repairs. The Vendor may subcontract the 110 or 220v electrical work.
- h. Replacement of damaged network cables, including patch cables necessary to connect IP-based cameras from the patch panel to the appropriate network switch.
- i. Conduit runs when required for a repair.
- j. Installing low-voltage switches and related control items, including drywall hole cutting and receptacle preparation.
- k. Camera firmware updates and software upgrades to ensure optimal performance.
- l. Real-time monitoring and analysis of camera health and performance.
- m. Periodic cleaning and calibration of cameras to maintain image clarity and

accuracy.

- n. Supply of all necessary replacement parts and components.
- o. Technical support via remote assistance and on-site visits, as required.

2.8.2. Independent Projects

The Agency may sometimes request services outside of the fixed monthly service fee. The fixed monthly service fee does not include the following:

- the installation and configuration of additional cameras (not replacements)
- troubleshooting, configuration, maintenance, and upgrades of the VMS
- Network switch/VLAN configuration

If the Agency requires these services, it will request a quote. The Vendor shall provide a quote within three (3) business days at or below the Time and Materials rates in Attachment I, Price Information Sheet in the Contract. The Agency will not be charged to prepare a cost estimate. All Time and Materials charges require prior written approval of the Agency's Contract Manager. Any work performed outside of the fixed monthly service fee without prior written approval of the Agency's Contract Manager will not be billed to the Agency.

2.8.3. Account Representative

The Contractor shall designate one point of contact for communications with the Agency (Contractor's Representative). A resume of this individual shall be submitted with the Vendor's Reply. Their duties will include serving as a liaison to the Agency, ensuring invoices are correct, resolving escalated issues, communicating regularly with the Agency on issues, and keeping the Agency updated on changes and enhancements to related technology. The Contractor's Representative should be available for on-site meetings with at least three (3) business days' notice.

2.8.4. Staffing Requirements

The Contractor shall provide experienced technicians (Foremen and Apprentices). Technicians must be capable of performing adds, moves, changes, repairs, and routine maintenance services on the current and future security camera infrastructure. Staff should process any required certifications for the work they are expected to perform, such as the Florida Limited Energy (Low Voltage) Contractor's License or Registered Communications Distribution Designer.

The Contractor shall maintain an adequate number of technicians, foremen, management, and administrative support staff to fulfill the obligations of the Contract. Due to the unique nature of the correctional setting, the Agency prefers the same resources assigned to provide services.

Contractor staff must meet the following:

- All Vendors and any subcontractors providing services under the Contract shall be able to understand and speak English to allow for effective communication between the Vendor, Department, and all customers.
- The Vendor shall only employ individuals legally eligible to work according to federal and State law.
- The Vendor shall ensure that their staff (including any subcontractor staff) providing services under the Contract at the Service Location are screened and/or tested for tuberculosis (TB) prior to the start of service delivery. The

Vendor shall be responsible for obtaining the TB screening/testing and shall bear all costs associated with it for its staff and any subcontractor staff.

- Preferably, Vendor staff shall be CJIS-certified to allow for unescorted/unsupervised work at the location.
- If the Agency determines the Contractor's or subcontractor's staff no longer qualifies for security clearance or fails to meet the standards of conduct, the Contractor shall remove the employee from providing services under this Contract.

2.8.5. Conduct and Safety Requirements

When providing services in a correctional setting, the Vendor shall adhere to professional standards of conduct, particularly regarding employee behavior, attire, and security procedures.

In addition, the Vendor shall ensure its staff adhere to the following requirements:

- a. The Vendor's staff shall not display favoritism to, or preferential treatment of, one Inmate or group of Inmates over another.
- b. The Vendor's staff shall not interact with any Inmate, except as related to services provided under the Contract. Specifically, staff members must never accept for themselves or any member of their family any personal (tangible or intangible) gift, favor, or service from an Inmate, an Inmate's family, or a close associate, no matter how trivial the gift or service may seem. The Vendor shall report to the Agency's Contract Manager any violations or attempted violations of these restrictions. In addition, no staff member shall give gifts, favors, or services to Inmates, their families, or close associates.
- c. The Vendor's staff shall not enter any business relationship with Inmates or their families (for example – loans, selling, buying, renting, leasing, or trading personal property) or personally employ them in any capacity.
- d. The Vendor's staff shall not have outside contact (other than incidental contact) with an Inmate, their family, or close associates.
- e. The Vendor's staff shall not engage in any conduct that is criminal in nature or that would discredit the Vendor or the Agency.
- f. At no time shall the Vendor's staff, while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an Inmate's uniform, a correctional officer's uniform, or clothing that bears the logo or other identifying words or symbol(s) of any law enforcement or correctional department or agency.
- g. Any violation or attempted violation of the restrictions in this section regarding employee conduct shall be reported by telephone and email to the Agency's Contract Manager, including proposed action to be taken by the Vendor, within 24 hours of the Vendor's knowledge of the incident. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Vendor to appropriate action, up to and including termination of the Contract.
- h. Smoking or use of tobacco is not permitted on site.
- i. All Contractor and subcontractor personnel must check in with the Detention Facility before performing any work, including work outside the facility.

2.8.6. Staff Background and Criminal Record Checks

The Vendor shall obtain a Level II background screening, which includes

fingerprinting, to be submitted to the Federal Bureau of Investigation (FBI). The results must be submitted to the Agency's Contract Manager before any staff member, including current and newly hired employees, provides services on-site under this Contract. The Vendor may coordinate with the Agency's Contract Manager to facilitate the fingerprinting process; however, the Vendor shall bear all costs associated with this background screening.

The Vendor shall disclose any business or personal relationship its staff person(s), officer(s), agent(s), or potential hire(s) may have at the time of hiring or any time thereafter with anyone presently incarcerated or under the supervision of the Agency.

The Vendor shall provide an initial report of any new arrest, criminal charges, or convictions of a current employee or subcontractor under the Contract within 24 hours of discovery.

2.8.7. Equipment and Supplies

The Contractor shall supply the technicians with all the appropriate equipment, tools, supplies, transportation, and training to properly install and maintain the Agency's security cameras in accordance with the ITN requirements and local, state, and Federal building codes and requirements. For example, using plenum-rated cable, shielded and insulated wiring, load-appropriate toggle bolts, screws, and hangers, as required. Technicians should have a marked company vehicle with all the necessary tools and supplies for the day.

Approximately 70 of the Agency's cameras will require a lift for access. Leon County Facilities has a lift on-site that is available for use but is also used for other projects. The Contractor must work with the Agency to ensure we have scheduled time to use the lift. Approximately five (5) cameras are not accessible using the County's lift. When a specialty lift is needed, the vendor may pass through the direct cost of renting the lift to the Agency.

2.8.8. Security

Services will be provided in and around a secure environment. Security procedures at detention facilities are a priority. These start with security screening when entering and exiting and include a thorough inspection of personal property upon arrival (Agency Procedure 501). No additional compensation will be made for the time involved in adhering to security requirements. The Vendor shall submit to security searches and screenings and, if bringing tools, shall provide the Agency's staff with a tool inventory sheet upon arrival and follow the Agency's tool management procedures in Policy 205, Tool and Culinary Equipment Control.

Vendor staff, including subcontractors, must wear clothing that clearly identifies their company, displays a company ID, and an Agency Contractor ID badge.

The Agency shall provide and follow security procedures to protect the Vendor's staff and equipment. The Agency's security procedures shall supersede any procedures the Vendor has established. The Vendor shall ensure its staff and all subcontractors adhere to all policies and procedures regarding security.

2.8.9. Warranty

A minimum one (1) year warranty shall apply to all Contractor-furnished and installed parts, materials, supplies, equipment, and workmanship, excluding wiring. Copper and fiber wiring will carry a five (5) year warranty. The warranty shall cover the cost of all parts, materials, supplies, equipment, and related labor required to return the

system to its proper working condition.

2.8.10. Site Clean-up

The Contractor is responsible for removing all trash and debris to designated garbage containers daily or as needed during the day and leaving an area in the same condition as before they began their work.

2.8.11. Protection of Work, Property, and Personnel

The Contractor shall always guard against damage and loss to the Agency's property and shall replace and repair any loss or damages. The Agency may withhold payment or make deductions as it may deem necessary to ensure reimbursement for loss and damages due to the Contractor's negligence. The Contractor shall take the necessary safety precautions to protect both personnel and property while work is in progress while simultaneously adhering to the project schedule.

2.8.12. Service Implementation

One (1) week before the scheduled implementation date, the Vendor shall provide a staff roster to the Agency's Contract Manager or designee. This roster will include each staff person's name, position title, date of approved background screening, confirmation documentation of TB testing, and other required documents for hire as determined by the Contract Manager.

2.8.13. Invoicing

The Contractor shall submit a monthly invoice no later than the 15th day of the month for all services provided in the prior month. The invoices shall be complete, accurate, and detailed enough for a proper pre- and post-audit. All required documentation shall accompany invoices and will not be considered complete if submitted without the supporting documentation.

Invoices shall include:

- Invoice Number
- Invoice Date
- Invoice Period (month)
- PO number
- Vendor Name
- Vendor Address
- Federal Tax ID (FEIN)
- Contract Number
- Log of all maintenance and repair activities conducted

Each activity billed on the invoice shall include:

- Date of each activity performed
- Customer ticket number
- Brief description of the request
- Summary of work completed
- Technician completing the work
- Time spent on the job (in quarter-hour increments)
- Service location (Detention Facility or Courthouse)

For work outside of the fixed-rate maintenance service, the following additional details are required:

- Hourly Labor Rate

- Total Labor Cost
- Description, quantity, and cost of materials used
- Total Materials Cost

2.8.14. Reports

The Contractor will be required to provide the following reports.

Report #	Report Name	Due Date	Description
DEL-001	Monthly System Health Assessment	By the 5 th business day of each month for the prior month	This report shall include a list of the technician performing the assessment, date and time of assessment, each camera checked, their location, their functionality and performance, any identified issues, and the associated maintenance/repair ticket number.
DEL-002	Monthly Maintenance Log	Monthly, submitted along with the monthly invoice	This report shall include a list of all maintenance and repair activities performed for the month, including an issue summary, date and time issue was reported, date and time of initial vendor response, date and time of issue resolution, make/model/serial number and location of all impacted devices, make/model/serial number of any replacements, issues encountered, and resolution.
DEL-003	Quarterly Performance Report	By the 5 th business day of each July, October, January, and April for the prior quarter	This report shall provide all contract-related activities, response times, resolution times, and any other information necessary to support compliance with the Service Level Agreements (SLAs).

2.9. Performance Monitoring

2.9.1. Performance Measures and Financial Consequences

The Agency has developed the following Performance Measures which shall be used to measure the Contractor's performance and delivery of services. These key Performance Measures have been deemed most crucial to the success of the overall service delivery, along with the associated financial consequences that will be assessed if the Expectation is not met. Any exception to these requirements must be requested, in writing, by the Vendor, and must be submitted to the Agency's Contract Manager for review and approval. The Contractor must not have contributed to any cause(s) of delay, in any manner.

Performance Measures (PM)				
No.	Description	Expectation	Measurement	Financial Consequence
PM-001-SLA	The Vendor shall respond within 24 hours to cameras marked as “Critical” or issues categorized as “Critical.”	24-hour response	Per occurrence	\$100 per hour past 24 hours to respond to a Critical camera or incident
PM-002-SLA	The Vendor shall resolve issues with cameras marked as “Critical” or issues categorized as “Critical” within 72 hours.	72-hour resolution	Per occurrence	\$100 per hour past 72 hours to resolve an issue with a Critical camera or Critical incident
PM-003-SLA	The Vendor shall respond within 72 hours to standard (non-critical) cameras or issues.	72-hour response	Per occurrence	\$50 per hour past 72 hours to respond to a standard camera or incident
PM-004-SLA	The Vendor shall resolve standard (non-Critical) cameras or issues within seven (7) days.	Seven (7)-day resolution	Per occurrence	\$250 per day past 7 days to resolve a standard camera or incident
PM-005-SLA	All cameras shall be functional and operating an optimal performance.	Average camera uptime of 98%	Monthly	\$500 per percentage point, or portion thereof, below 98%
PM-006	All work will be performed to the quality and completeness specified in the Contract and per industry standards.	Work will be accepted by the Agency after the first attempt.	Monthly	\$500 per occurrence of work being rejected by the Agency and requiring re-work, starting with the second occurrence each month

2.9.2. Performance Monitoring

The Agency may utilize any or all of the following methodologies in monitoring the Respondent’s performance under the Contract and in determining compliance with Contract terms and conditions:

- Desk reviews of related records (may be based on all documents and data or a sampling of same, whether random or statistical);
- On-site reviews of Contract records maintained at the Contractor’s business

- location;
- Interviews with the Contractor or Agency staff;
- Site Visits; and
- Bi-annual and annual audits.

The Contract Manager will provide the Contractor with a written monitoring report within three (3) weeks of a monitoring visit. The report will describe non-compliance issues identified by the Contract Manager in detail, providing the Respondent with the opportunity to correct them, where feasible.

Within 10 calendar days of receipt of the Agency's written monitoring report (which may be transmitted by email), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Contractor. CAPs that do not contain all the information required shall be rejected by the Contract Manager in writing (email acceptable). The Contractor shall have 15 calendar days from receiving such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP or as amended with prior approval of the Agency. If deficiencies are not corrected within the approved timeframe, the Agency will impose a financial consequence of \$500 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based on the submitted CAP.

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SECTION 3: Procurement Rules and Information

3.1. Contents and Format of Technical Reply Submittals

Replies are to be organized in TABs as directed below. Respondents shall include all the requested information in each TAB, or their Reply may be deemed non-responsive. Additionally, information included in the incorrect section or exceeding the page limitations may not be scored by the Agency's evaluation team.

a. **TAB A Overview** (limit 15 pages)

1) **Cover Letter**

A cover letter on the Respondent's letterhead with contact information and the name and signature of the representative of the responding organization authorized to legally obligate the Respondent to provide the services requested. The cover letter must state that the Respondent agrees to provide the services described in their Reply and the ITN.

2) **Executive Summary**

An executive summary of the Respondent's Reply. The executive summary will describe the overall solution, cost methodology, assumptions, and innovative ideas the Respondent proposes concisely and meaningfully. Do not include pricing information in the executive summary.

3) **Required Forms**

Respondents shall complete the following forms, as appropriate, and include them in **TAB A**.

- The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;
- Completed Vendor Registration Form and associated forms (if Respondent is not already registered with the Agency);
- Attachment III, Notice of Conflict of Interest; and
- Attachment IV, Vendor Contact Information.

b. **TAB B Experience and Organization** (limit 30 pages)

1) **References**

Using Attachment IV, Respondent's Reference Form, Respondents shall provide at least three (3), but no more than five (5), references from businesses or governmental agencies for whom the Respondent has provided services of similar scope and size to the services identified in this ITN. References should reflect current experience and must be able to support the experience requirements of this ITN. To qualify as current experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this ITN.

The references shall be completed and signed by the individual offering the reference and certified by a notary public, utilizing Attachment IV, Respondent's Reference Form for References. Reference(s) shall identify the type of services provided by the Respondent, dates of service provision, the firm/agency name of the entity for which the services were provided, and the reference provider's current telephone number and address. Reference(s) shall include a paragraph describing services similar in magnitude and scope to those requested in the ITN. **Current or**

former employees of the Agency may not be used and will not be accepted as references if speaking to the services rendered to the Agency. The Agency reserves the right to contact reference sources listed or not listed in the Respondent's Reply and to consider references when determining best value.

2) **Prior Work Experience**

i. Narrative/Record of Past Experience

As indicated in Section 1.4(j) of this ITN, it is a Mandatory Responsiveness Requirement that the Respondent has at least three (3) years, within the last five (5) years of business/corporate experience in providing camera maintenance services to commercial or governmental clients. Details of the Respondent's experience that meets this requirement shall be provided in narrative form and with enough detail for the Agency to determine its complexity and relevance. Specifically, Respondents shall include:

- A description of experience providing services similar in nature to the services sought in this ITN;
- The specific length of time the Respondent has provided similar services and where services were provided;
- All current or prior (within three (3) years) federal, State, or government contracts for the provision of related services, including a description of the specific services provided;
- A narrative summary of contract performance in all of the above-identified contracts, self-disclosing any identified performance deficiencies and the assessment of financial consequences or liquidated damages;
- The name(s), telephone number(s), and address(es) for the specified federal, State, or government contract manager(s);
- A summary of any exemplary or qualitative findings, recommendations, or other validations that demonstrate operational experience. (i.e., specialized accreditation, grant awards, etc.); and
- A list of all contracts within the last five (5) years that were terminated before the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination.

ii. Disputes

Respondents shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Respondent was in default or breach of a duty under the contract or not performing obligations as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.

iii. Subcontractor Information

If the Respondent plans to use subcontractors to provide any performance under the Contract, the Respondent shall include detailed information for all

subcontractors with whom it plans on contracting. This information shall be provided using Attachment V, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

iv. **Staffing Plan**

The Respondent shall describe all staff assigned to the Contract, including an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this ITN. The Respondent shall also provide job descriptions for all account management positions assigned to the Contract. If a position is not dedicated full-time to the proposed Contract, the percentage of time should be noted on the Staffing Plan.

c. **TAB C Description of Solution** (limit 25 pages)

The Respondent shall describe the following:

- Its understanding of the Agency's current camera management needs;
- Its understanding of the Agency's goals and objectives of this ITN;
- How its recommended approach will meet the ITN's goals and objectives;
- Any risks or challenges it recognizes related to the Agency's goals, requirements, or current operations;
- How it will ensure quality services are provided while ensuring minimizing downtime and service disruptions;
- How it will provide good customer service;
- Its approach differentiators;
- Its approach to service implementation; and
- Why its solution represents the best value for the Agency.

d. **TAB D Service Delivery Detail** (limit 50 pages)

Respondents shall use this TAB to describe, in detail, their proposed solution and how services will be provided, organized by functional areas. This shall include all methodologies, plans, resources, technological tools, and operational processes. This section should include value-added services or deliverables it will provide the Agency at no additional cost. This section should also include any exceptions or proposed modifications to the standard Contract Terms and Conditions included in Section 4 of this ITN.

e. **TAB E Implementation and Transition Plan** (limit 25 pages)

To ensure complete and successful implementation of services, and a smooth transition to the Contract(s), the Successful Respondent shall provide a preliminary Implementation Plan (Plan). This Plan shall outline key activities that must be completed while working with Agency staff during a transition period and minimizing disruption.

f. **TAB F Additional Ideas for Improvement, Innovation, Cost Reduction, and Supplemental Materials** (limit 35 pages)

In TAB F of its Reply, each Responded is invited to elaborate on innovative solutions, additional ideas, pricing models, plan structures, or tools for service improvements that are not specifically addressed in TABs B – E but may be made available via the

Respondent’s offering and the potential benefits to the Agency that each would bring. The Agency is interested in ideas or tools that will provide the highest level of performance and operational efficiencies. Each Respondent must describe, in detail, all additional features, capabilities, or services that it will provide in the additional features section. **Actual proposed pricing shall only be provided using Attachment I, Price Information Sheet.**

3.2. Contents and Format of Cost Reply Submittals

Each Respondent shall complete and submit Attachment I, Price Information Sheet, indicating pricing for the Contract’s initial term. The Rate Information Sheet shall **NOT** be included in the Respondent’s Technical Reply. The Cost Replies shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Respondent’s Technical Replies; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Respondent’s Reply, actual pricing shall only be included in the Cost Reply. The inclusion of price information in the Technical Reply may result in finding the Reply non-responsive. Cost points will be awarded based on Attachment I, as described in Section 3.3 and Attachment VI of this ITN. The Agency may request that Respondents submit alternate pricing models during the Negotiation Phase of the ITN process.

Each Cost Reply shall include:

- Attachment I, Price Information Sheet; and
- Any cost assumptions such as exclusivity or limitations on staff time, etc.

3.3. Reply Evaluation and Negotiation Process

The ITN process is used to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Respondents with which the Agency may negotiate to receive the best value.

This process involves two (2) phases, the Evaluation Phase and the Negotiation Phase. After Replies are received, responsive Replies will be reviewed by an Evaluation Team designated by the Agency using the Evaluation Criteria specified in Attachment VI. Cost Replies will be evaluated by the LCSO Purchasing Office using the Cost Evaluation Criteria on Attachment VI. Scores will be combined, establishing the Respondent’s Overall Total Score (including the Technical and Cost Score). The overall scores will be reviewed to establish a competitive range of Replies reasonably susceptible to an award. The Agency, at its sole discretion, will determine which of those Respondents, if any, with which to proceed to the Negotiation Phase. After negotiations are conducted, the Agency will award the contract to the Responsible Respondent, whom it determines will provide the best value to the Agency, based on the Selection Criteria in this ITN.

a. Evaluation Phase Methodology

The designated Evaluation Team members will individually and independently review and evaluate each Reply on each of the following Technical Evaluation sections, per the criteria included in Attachment VI.

Technical Evaluation Section	Available Points (scored by Evaluators)	Weight	Weighted Available Points
References and Prior Work Experience	1-5	15%	150
Description of Solution and Innovation	1-5	20%	200

Technical Evaluation Section	Available Points (scored by Evaluators)	Weight	Weighted Available Points
Service Delivery Detail	1-5	35%	350
Performance Measures and Financial Consequences	1-5	30%	300
TOTAL		100%	1,000

Evaluation Team members will assign a score of 1–5 (using **no fractions or decimals**) to each Technical Evaluation Section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate).

The table below provides scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

Assessment	Scoring Guidelines	Evaluator Score
Poor	Reply fails to address the component, or it does not describe any experience related to the component, <u>or</u> Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria.	1
Marginal	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed or are so limited that it results in a low degree of confidence in the Respondent's response or proposed offering; <u>or</u> Reply meets many of the basic requirements, specifications, or provisions, but is lacking in some essential respects for the specific criteria.	2
Adequate	Reply adequately meets the minimum requirements, specifications, or provisions, and is generally capable of meeting the Agency's needs for specific criteria.	3
Good	Reply more than adequately meets the minimum requirements, specifications, or provisions, and exceeds those requirements in some respects for the specific criteria.	4
Excellent	Reply fully meets all minimum requirements, specifications, and provisions and exceeds the requirements in most aspects for the specific criteria.	5

The Technical Evaluation scores received from each Evaluation Team member will be multiplied by their assigned weight. For each Respondent's Reply, their Technical Reply scores from all Evaluation Team members will be averaged to obtain the Respondent's weighted Final Technical Evaluation Score. The Agency will combine the Respondent's Final Technical Reply Score and the Respondent's Final Cost Reply Score to determine the Respondent's Total Overall Score.

The Final Evaluation Scores for all Respondents will be used to rank the Replies (Reply with the highest score = 1, the second highest = 2, etc.). The ranking of Replies will be used to establish a competitive range to determine which Respondents may be invited to

participate in the Negotiation Phase. At the Agency's determination, Responsive Respondent(s) will be invited to the Negotiation Phase based upon their Final Evaluation Scores. Respondents are cautioned to propose the best possible offers in its initial Replies, as failing to do so may result in the Respondent not being selected to proceed to the Negotiation Phase.

b. Negotiation Phase Methodology

In the Negotiation Phase, the Respondent's negotiators will meet with the Agency's designated Negotiation Team to negotiate rates/pricing/costs and Contract terms and conditions as applicable to the services being procured through this ITN. Respondents should be prepared, if invited, to participate in on-site negotiations with the Agency's Negotiation Team located in Tallahassee, Florida. By submitting a Reply, a Respondent agrees to be bound to the terms of Section 4 – Contract Terms and Conditions. Respondents should assume these terms will apply during the Contract term, but the Agency reserves the right to negotiate different terms, requirements, or compensation models, pricing, and conditions if the Agency determines that it provides the best value to the Agency or its Members.

Reservation of Rights

The Agency reserves the right to negotiate with any or all Responsive and Responsible Respondents, consecutively or concurrently, to determine the best value for a recommendation of award. During the Negotiation Phase, the Agency reserves the right to exercise the following rights. This list is not exhaustive.

- 1) Schedule additional negotiation sessions with any or all Responsive Respondents.
- 2) Require any or all Responsive Respondents to provide additional revised or final written Replies addressing specified topics.
- 3) Require any or all Responsive Respondents to provide a written Best and Final Offer (BAFO).
- 4) Require any or all Responsive Respondents to address services, prices, or conditions offered by any other vendor.
- 5) Pursue a Contract with one or more Responsive Respondents for the services sought in this ITN and any addenda thereto, and request additional, revised, or final BAFOs.
- 6) Pursue the division of Contracts between Responsive Respondents by plan type, member type, geographic area, or any other criterion the Agency determines is in its best interest.
- 7) Arrive at an agreement with any Responsive Respondent, finalize principal Contract terms with such Respondent, and terminate negotiations with any or all other Respondents.
- 8) Decline to conduct further negotiations with any Respondent.
- 9) Re-open negotiations with any Respondent.
- 10) Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation when necessary and consistent with the terms of this solicitation.
- 11) Review and rely on relevant information contained in the Replies received from any Respondent.
- 12) Review and rely on relevant portions of the evaluations conducted.
- 13) Reject any and all Replies if the Agency determines such action is in the best interest of the Agency.
- 14) Negotiate simultaneously or separately with competing Respondents.
- 15) Accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the interested entities offering such portions.
- 16) Utilize subject matter experts, subject matter advisors, and multi-governmental

entities advisors to assist the Negotiation Team.

17) Contact other clients of the Respondent, whether the Respondent submitted them as a reference, with or without informing the Respondent.

18) Visit a site where the Respondent currently provides goods or services, with or without inviting the Respondent to participate.

The Agency has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the Responsive Respondent(s) affected, and whether to provide concurrent public notice of such decision(s).

Before award, the Agency reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary to properly evaluate Replies. Respondents that proceed to negotiations will be required to make an in-person presentation/demonstration and may be required to provide additional references, an opportunity for a site visit, etc. The Agency reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations provided by the Respondent shall include a list of persons attending on behalf of the Respondent, a copy of the agenda, and copies of all visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.

As part of the negotiation process, the Agency will review references as described in Section 3.1, b., and assess the extent of success of the projects associated with those references. The Agency also reserves the right to contact references provided or not provided by the Respondent. Respondents may be required to provide additional references. The results of the reference checking may influence any final negotiations and selection of the Respondent.

3.4. Final Selection and Notice of Intent to Award

The focus of the Negotiation Phase is to achieve a solution that satisfies the Agency's primary goals as identified in Section 2.5 of this ITN while providing the best value to the Agency based on the Selection Criteria listed below.

a. Selection Criteria

- 1) The Respondent's articulation of its overall approach to providing the requested services;
- 2) The innovation of the Respondent's approach to providing the services;
- 3) The Respondent's articulation of its solution and its ability to implement and execute the solution to meet the goals and objectives of this ITN;
- 4) The Respondent's demonstrated ability to provide comprehensive quality services cost-effectively and affordably;
- 5) The Respondent's ability to provide services with minimal service disruption;
- 6) The Respondent's experience in providing the services being procured and the maturity of its solution and offering;
- 7) How the Respondent's approach satisfies the goals identified herein; and
- 8) The value of the Respondent's proposed rates/pricing and any offered Value-Added Services.

b. Best and Final Offers (BAFOs) and Award Decision

After the Negotiation Phase, the Agency will issue a written Request for Best and Final Offer(s) (RBAFO) to one (1) or more of the Respondents who participated in negotiations.

At a minimum, based upon the negotiation process, BAFOs must contain:

- 1) A revised Description of Solution;

- 2) All negotiated terms and conditions; and
- 3) A final Cost Reply.

Each BAFO will be submitted to the Agency for review by the Negotiation Team. Thereafter, the Negotiation Team will meet in a public forum to make a recommendation of award to the Offer that they determine constitutes the best value to the Agency, based upon the Selection Criteria. In so doing, the Negotiation Team is not required to score any Respondent's BAFO but will base their recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into the Negotiation phase, and the Negotiation Team will not be bound by any Evaluation Phase scores. The Procurement Officer will prepare a report to the Sheriff or designee regarding the recommendation of the Negotiation Team.

The Agency does not anticipate re-opening negotiations after receiving BAFOs but reserves the right to do so if it is in the best interest of the Agency.

3.5. Advertising Notice of Agency Decision

The Negotiation Team will send its award recommendation to the Sheriff or designee. The Sheriff, or designee, will make the final award decision whether to reject all replies or award the ITN to the Respondent(s) who provides the best value, based on the Selection Criteria, taking into consideration the award recommended by the Negotiation Team.

The Notice of Agency Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and Agency holidays shall be excluded in the computation of the 72-hour period).

3.6. No Prior Involvement and Conflicts of Interest

Any Respondent who participated through decision, approval, disapproval, recommendation, or preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity is ineligible to participate in this solicitation.

Additionally, no Respondent shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the Agency for any act or service which he/she may do or perform for, or on behalf of, any officer, agent, or employee of the Respondent. No officer, agent, or employee of the Agency shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Agency. The Respondent shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITN.

Certification and acceptance of this provision is incorporated in Attachment II, Required Provisions Certification.

3.7. Confidentiality, Proprietary, or Trade Secret Material

The Agency takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Respondent must also simultaneously provide the Agency with a separate redacted copy of its Reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Agency's solicitation name, number, and the name of the Respondent on the cover and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Agency at the same time the Respondent submits its

Reply to the solicitation and must only exclude or redact those exact portions that are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the Agency for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy with its Reply, the Agency is authorized to produce the entire documents, data, or records submitted by the Respondent in answer to a public record request for these records. In no event shall the Sheriff, Agency, or any of its employees or agents be liable for disclosing or otherwise failing to protect the confidentiality of information submitted in response to this solicitation.

3.8. Minority, Women, & Small Business Enterprise (MWSBE) Participation

The Sheriff's Office is committed to increasing contracting opportunities for minority and women-owned small businesses in our local area, reflective of the rich and diverse community that we serve.

Vendors may become certified through the Florida Office of Supplier Development at https://www.dms.myflorida.com/business_operations/state_purchasing/office_of_supplier_development_osd or through the Tallahassee-Leon County Office of Economic Vitality at <https://oeforbusiness.org/mwsbe/>.

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SECTION 4: Contract Terms and Conditions

4.1. Contract Modifications

During the term of the Contract, the Agency may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation.

Any changes, other than purely administrative changes or otherwise stated in the Contract, will require a written change order or formal Contract amendment.

4.2. Use by Other Public Agencies

Pursuant to their own governing laws and subject to the Contractor's agreement, other entities may be permitted to make purchases at the terms and conditions contained herein. Any such purchases are independent of the agreement between the Agency and Contractor, and the Agency shall not be a party to any transaction between the Contractor and any other purchaser.

4.3. Travel Expenses

The Agency shall not be responsible for paying any travel expenses incurred by Respondents due to this ITN or Contract.

4.4. E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

4.5. Subcontracts

The Contractor may, only with the prior written consent of the Agency, enter into written subcontracts for the delivery or performance of services as indicated in this ITN. Anticipated subcontract agreements known at the time of Reply submission must be identified in the submitted Reply using Attachment VII, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the Agency. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Agency property shall comply with the Agency's security requirements, as detailed in this ITN, including background checks and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor

within seven (7) working days after receipt of full or partial payments from the Agency, per Section 287.0585, F.S. It is understood and agreed that the Agency shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

4.6. Insurance

The Respondent shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Respondent and the Agency under any Contract resulting from this ITN. This shall include but is not limited to, workers' compensation, general liability, and property damage coverage. The Agency must be an additional named insured on the Respondent's insurance related to the Contract. Upon the execution of the Contract, the Contractor shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Agency reserves the right to require additional insurance where appropriate.

4.7. Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the Agency has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Agency to do so.

The Agency shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Respondent. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the Agency and may not be copied or removed by any employee of the Contractor without the express written permission of the Agency.

The Contractor, without exception, shall indemnify and save harmless the Sheriff, the Agency, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Agency's alteration of the article. The Agency will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor the full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Agency the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the Agency agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be

performed hereunder.

4.8. Independent Contractor Status

The Successful Respondent shall be considered an independent contractor in the performance of its duties, and responsibilities. The Agency shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

4.9. Assignment

The Contractor shall not assign its responsibilities or interests to another party without the prior written approval of the Agency. The Agency shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida upon giving written notice to the Contractor.

4.10. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

4.11. Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

4.12. Reservation of Rights

The Agency reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the Agency setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The Agency reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the Agency and the health, safety, and welfare of the Agency's employees and of the general public, which is served by the Agency, either directly or indirectly, through these services.

4.13. Americans with Disabilities Act

The Respondent shall comply with the Americans with Disabilities Act (ADA). In the event of the Respondent's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be cancelled, terminated, or suspended in whole or in part, and the Respondent may be declared ineligible for further contracts.

4.14. Taxes

The Agency does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. The tax exemption number/certificate will be provided upon request. This exemption does not apply to purchases of tangible personal property made by vendors who use the tangible personal property in the performance of contracts to improve County-owned real property.

4.15. Safety Standards

Unless otherwise stipulated in this ITN, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.

4.16. Prison Rape Elimination Act (PREA)

The Vendor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Vendor will also comply with all Agency policies, procedures, and general orders related to PREA.

4.17. Financial Consequences

By executing the Contract, the Vendor expressly agrees to the imposition of financial consequences and all other remedies available to the Agency by law.

The Agency's Contract Manager will provide written notice to the Vendor's Representative of all financial consequences assessed as a result of performance measure reports or through the monitoring process established in Section 2.9.2, accompanied by detail sufficient to justify the assessment.

The Vendor shall forward a cashier's check or money order to the Agency's Contract Manager or designee, payable to the Leon County Sheriff's Office in the appropriate amount within 10 calendar days of receipt of a written notice of demand for financial consequences due, or in the alternative, may issue a credit in the amount of the financial consequences due on the next monthly invoice following assessment of consequences. Documentation of the amount of financial consequences assessed shall be included with the invoice if issuing credit. If financial consequences are not paid within 60 calendar days of receipt of the notice, future invoices will not be paid until payment of the outstanding assessed financial consequences is received by the Agency or a credit is issued for the outstanding financial consequences by the Vendor.

4.18. Employment of Agency Personnel

The Contractor shall not knowingly engage, employ, or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the Agency where such employment conflicts with Section 112.3185, F.S.

4.19. Legal Requirements

The applicable provisions of all federal, state, county, and local laws and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Replies received in response to this ITN and shall govern any and all claims and disputes which may arise between a person(s) submitting a Reply hereto and the Leon County Sheriff's Office, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

4.20. Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida

4.21. Default

If the awarded Respondent should breach the Contract(s) awarded, the Agency reserves the right to seek all remedies in law and/or in equity.

4.22. Termination

a. Termination at Will

The Contract may be terminated by the Agency upon no less than 30 calendar days' notice and by the Contractor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

b. Termination for Cause

Performance issues will be handled per Section 2.9 of the ITN. If the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the Agency may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another delivery method whereby an original signature is obtained.

c. Termination for Unauthorized Employment

Violating the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

d. Termination for Lack of Funds

If the funds to finance this Contract become unavailable, the Agency may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another delivery method whereby an original signature is obtained. The Agency shall be the final authority as to the availability of funds.

e. Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the Agency, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

4.23. Public Records

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the Agency's custodian of public records, provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) 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 Contract term and following completion of the Contract if the Contractor does not transfer the records to the Agency; and (d) upon completion of the contract, transfer, at no cost, to the Agency all public records in possession of the Contractor or keep and maintain public records required by the Agency to perform the service. If the Contractor transfers all public records to the Agency upon

completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the Agency. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the Respondent for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The Agency may unilaterally cancel the Contract for refusal by the Respondent to allow public access to all documents, papers, letters, or other material made or received by the Respondent in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

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

PUBLIC RECORDS CONTACT:

ELETHIA CHASE

PHONE: (850) 606-3328

EMAIL: CHASEE@LEONCOUNTYFL.GOV

**MAILING ADDRESS: 2825 MAJOR JAMES MORGAN JR WAY,
TALLAHASSEE, FLORIDA 32304**

4.24. Indemnification

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the Agency, Sheriff, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act. Nothing herein shall operate as a waiver of the Sheriff's Sovereign Immunity provided under Florida law, including but not limited to Section 768.28, F.S.

4.25. Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Agency's Director of Purchasing and Contracts or designee. The Agency's Director of Purchasing and Contracts or designee shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the Agency's Contract Administrator.

4.26. Scrutinized Companies Certification

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Respondent certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Respondent agrees the Agency may immediately terminate the Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Reply for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

4.27. Anti-Discrimination

No person shall, on the basis of sex (including transgender, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

4.28. Discriminatory Vendor List

Per the provisions of 287.134(2)(a), F.S., "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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." The Vendor certifies, by submission and signature of their Reply, that neither the Respondent nor its principal Vendor, agent, or representative is presently on the discriminatory vendor list or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

4.29. Public Entity Crime & Convicted Vendor List

Per the provisions of 287.133 (2)(a), F.S. "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 Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from

participation in this transaction, or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

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SECTION 5: Definitions

In this ITN, the following words and expressions have the definitions below, unless the context otherwise clearly leads to a different interpretation.

After-Hours	5:00 p.m. through 7:00 a.m., Monday through Friday, and all Saturday, Sunday, and Agency holidays
Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and Agency holidays.
Business Hours	7:00 a.m. through 5:00 p.m., Monday through Friday, excluding Agency holidays
Contract	The written agreement entered by the Agency and Successful Bidder(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
Contract Manager	The Agency's representative, or their designee, who is responsible for overseeing the resulting Contract, including performance monitoring and certification of invoices for payment.
Critical	Cameras or support issues deemed in advance by the Agency to need expedited service based on location, coverage, impact on Officer or inmate safety, or other factors
Day	A calendar day unless otherwise noted.
Hour	As the Leon County Detention Facility is a 24x7x365 operation, hours are inclusive of services provided during regular and after-hours times. The differentiation of regular and after-hours times is for the sole purpose of services outside the monthly fixed services.
Mandatory Responsiveness Requirements	The terms, conditions, and requirements that must be met by the Respondent to be considered responsive to this solicitation.
Material Deviation(s)	A deviation which, in the Agency's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Respondent over other Respondents, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the Agency.
Minor Irregularity	A variation from the requirements herein that does not give the Respondent a substantial competitive advantage or benefit not enjoyed by other Respondents and does not adversely impact the interests of the Agency.
Minority, Women, and Small Business Enterprise (MWSBE)	A for-profit Vendor located in Leon, Wakulla, Jefferson, or Gadsden counties and at least 51% owned and controlled by minorities or women and any other certification requirements of the Tallahassee-Leon County Office of Economic Vitality. Alternatively, Vendors who is certified by the State of Florida, Office of Supplier Diversity will meet this definition.
Respondent or Vendor	A legally qualified corporation, partnership, or other business entity that submits a Reply to the Agency in response to this ITN. This term differs from suppliers, which refers to the marketplace at large.
Responsible Respondent	A Respondent who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Reply	A Reply, submitted by a Responsible Respondent, which conforms to all material

	aspects of this ITN.
Standard or Non-Critical	Cameras or support issues not identified as “critical” by the Agency.
Subcontract	An agreement between the Contractor and any other person or organization in which that person or organization agrees to perform any duties on the Bidder's behalf under the Contract. The Successful Respondent is not relieved of its duties under the Contract when it enters a Subcontract.
Successful Respondent(s) or Contractor	The Respondent(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITN.

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Attachment I Price Information Sheet

Each Respondent shall submit rates for the base and renewal terms in the tables below. These rates shall be inclusive of all the services sought and defined in the ITN. Per Section 3.2, all cost assumptions should be detailed with the Respondent's Cost Reply.

Monthly Service Fee

Description	Monthly Cost	x	Months	=	GRAND TOTAL ANNUAL COST
Fixed Rate Maintenance and Repair Managed Service	\$ _____	x	12	=	\$ _____

Time and Materials Pricing for services not included in the Monthly Service Fee

Description	Unit Cost (Business Hours)	Unit Cost (After-Hours)	Unit
Hourly Labor Rate (Technician)	\$ _____/hour	\$ _____/hour	Per hour
Hourly Labor Rate (Foreman/Project Manager or equivalent)	\$ _____/hour	\$ _____/hour	Per hour
Discount on materials and equipment	_____ % off		Discount off MSRP/List Price

Company Name	Authorized Representative (Signature)	Date
FEIN #	Authorized Representative (Printed)	

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Attachment II

Required Provisions Certifications

1. **Business/Corporate Experience**

This is to certify that the Respondent has at least three (3) years, within the last five (5) years of business/corporate experience in providing security camera maintenance and repair management to commercial or governmental clients, as described in this ITN.

2. **Prime Vendor**

This is to certify that the Successful Respondent will act as the Prime Contractor to the Agency for all services provided under the Contract(s).

3. **Meets Legal Requirements**

This is to certify that the Respondent's Reply and all services provided under the Contract will be compliant with all laws, rules, and other authorities applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

4. **Financial Standing**

This is to certify that the Respondent is currently financially solvent and has a Dun and Bradstreet Financial Stress Score between One (1) and Three (3).

5. **Data Location**

All data generated, used, or stored by the Respondent under the prospective Contract will reside and remain in the United States and will not be transferred outside of the United States at any time.

6. **Federal Debarment**

This is to certify that the Respondent nor its principles is currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

7. **Conflict of Interest**

This certifies that no employee of the Leon County Sheriff's Office or the Sheriff has any financial interest in the Respondent whatsoever.

8. **Statement of No Inducement**

This is to certify that no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Reply with regards to this ITN. Furthermore, this is to certify that the Reply contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Reply.

9. **Statement of Non-Disclosure**

This is to certify that neither the rates contained in this Reply nor the approximate amount of this Reply has been disclosed before award, directly or indirectly, to any other Respondent or any competitor.

10. **Statement of Non-Collusion**

This is to certify that the prices and amounts in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other Respondent or with any competitor, and not to restrict competition. Replies that have pricing contingent on another Respondent's offer shall submit a joint Reply.

11. Scrutinized Companies Certification

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Respondent certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Respondent agrees the Agency may immediately terminate the resulting Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or proposal for a Contract or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services of any amount, must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Respondent and acknowledges and affirms the statements above.

STATE OF FLORIDA
COUNTY OF _____
_____ Authorized Representative (Print) _____ Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (Vendor Name).

Notary Signature

(NOTARY SEAL) _____
Name of Notary (Typed, Printed, or Stamped)

Personally Known _____ OR

Produced Identification _____ Type of Identification _____

Attachment III Respondent Contact Information

The Respondent shall identify the contact information for solicitation and contractual purposes via the requested fields of the table below.

	For solicitation purposes, the Respondent's representative shall be:	For contractual purposes, should the Respondent be awarded, the Respondent's representative shall be:
Name:		
Title:		
Street Address:		
City, State, Zip Code		
Telephone: (Office)		
Telephone: (Cell)		
Email:		

Company Name	Authorized Representative (Signature)	Date
FEIN #	Authorized Representative (Printed)	

Attachment IV Respondent's Reference Form

In the spaces provided below, the Respondent shall list all company names under which it has operated during the past five (5) years.

On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government agencies for whom the Respondent has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization, and confidential references shall not be included. If the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for the Respondent's Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2023. References shall not be given by:

- Persons employed by the Agency within the past three (3) years.
- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent's organization.
- Relatives of any of the above.

Additionally, the Agency reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance.

Respondent's Reference Form

Reference #1

Respondent Name: _____

Reference Company:

Company Name		Address	
Primary Contact Person		Secondary Contact Person	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
Location Where Services Were Provided			
Contract Term			
	<i>Effective Date (Month/Year)</i>		<i>Termination Date (Month/Year)</i>

Brief description of the services performed for this reference:

Would you contract with the Respondent again? Yes _____ No _____

Overall contract performance: Poor Fair Adequate Good Excellent

Signature (Primary Reference Contact)

Date

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known **OR** Produced Identification Type of Identification _____

Respondent's Reference Form

Reference #2

Respondent Name: _____

Reference Company:

Company Name		Address	
Primary Contact Person		Secondary Contact Person	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
Location Where Services Were Provided			
Contract Term			
	<i>Effective Date (Month/Year)</i>		<i>Termination Date (Month/Year)</i>

Brief description of the services performed for this reference:

Would you contract with the Respondent again? Yes _____ No _____

Overall contract performance: Poor Fair Adequate Good Excellent

Signature (Primary Reference Contact)

Date

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known **OR** Produced Identification Type of Identification _____

Respondent's Reference Form

Reference #3

Respondent Name: _____

Reference Company:

Company Name		Address	
Primary Contact Person		Secondary Contact Person	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
Location Where Services Were Provided			
Contract Term			
	<i>Effective Date (Month/Year)</i>		<i>Termination Date (Month/Year)</i>

Brief description of the services performed for this reference:

Would you contract with the Respondent again? Yes _____ No _____

Overall contract performance: Poor Fair Adequate Good Excellent

Signature (Primary Reference Contact)

Date

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known **OR** Produced Identification Type of Identification _____

Attachment V
Subcontracting Form

The Respondent shall complete the information below on all subcontractors that will be providing services to the Respondent to meet the requirements of the Contract, should the Respondent be awarded. Submission of this form does not indicate the Agency's approval of such subcontractor(s) but provides the Agency with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Prime Respondent Name:

Type/Description of Goods or Service Subcontractor will provide:

Subcontractor Company Name: _____ FEIN: _____

Contact Person: _____ Contact Phone Number: _____

Address: _____

Email address: _____

Currently Registered as a Minority Business with OSD or OEV? Yes _____ No _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

Attachment VI Evaluation Criteria

Technical Reply Evaluation Score (0 – 1,000 Points)

Experience and Ability to Provide Services

Evaluation of the Respondent's experience and ability to provide services will be based upon the information contained in its entire Reply, but primarily on the information contained in **TAB B**.

a. References

This section will be evaluated using, but not limited to, the following considerations:

- 1) How relevant are the services described in the Respondent's references to the services sought in this ITN?
- 2) How well do the references demonstrate the Respondent's satisfactory performance of contract services of similar size and scope to the services sought in this ITN?
- 3) How well do the references demonstrate the Respondent's ability to provide the requested services?
- 4) Are there any issues or concerns identified in the references relating to the Respondent's experience and ability to provide services?

b. Prior Work Experience

This section will be evaluated using, but not limited to, the following considerations:

- 1) Has the Respondent demonstrated in its Reply that it has experience in performing the requirements of contracts with similar size and scope as the services sought?
- 2) How well did the Respondent convey their ability to provide services as described in this ITN?
- 3) Does the Respondent have relevant commercial or governmental security camera maintenance and repair experience?
- 4) Are there any issues or concerns identified regarding the Respondent's experience or ability to provide the services sought?

Description of Offering

Evaluation of the Respondent's proposed offering will be based upon the information contained in their entire Reply, but primarily on the information contained in **TAB C**. Replies will be evaluated using, but not limited to, the following considerations:

- 1) Demonstrates the Respondent's ability to effectively provide quality maintenance and repair to security cameras at the Leon County Detention Facility at the levels required by this ITN.
- 2) Maximizes operational efficiencies and supports the Agency's goals.
- 3) Demonstrates a thorough, effective, and efficient plan for the delivery of repair and maintenance services that minimizes downtime for all security cameras.
- 4) How well does the summary of the offering and the explanation of why it is the best value for the Agency address and meet the goals, needs, and expectations of the Agency?
- 5) How well does the Respondent demonstrate their understanding of the goals to be achieved via this ITN?

Service Area Detail Solution

Evaluation of each Respondent's service area detail solution will be based upon the information contained in **TABs D, E, and F** of a Respondent's Reply. Replies will be evaluated based on how well the offering operationally addresses the initial requirements described in Section 2, the benefits of the innovative solutions presented and how well they meet the Agency's goals, and how the Respondent's transition plan minimizes the disruption to the Agency. Replies will be evaluated for reasonableness,

thoroughness, and viability in meeting initial requirements described in Section 2, Scope of Work, and the Agency's goals described in Section 2.5 of this ITN.

Cost Reply Evaluation Score (0 - 300 Points)

A total of up to 300 points may be awarded to a Respondent's Cost Reply.

- 1) **Maximum Cost Points:** The Respondent submitting the lowest Grand Total Annual Cost will receive the maximum number of Cost Points.
- 2) **Cost Reply Score:** Cost Points are assigned to each Respondent based on Attachment I, Price Information Sheet of its Reply. Cost Points will be determined using the formula below:

The Respondent submitting the lowest Grand Total Annual Cost will be awarded 300 points.

$$\frac{N}{X} \times 300 = TCP$$

Where: **N** = Lowest Grand Total Annual Cost proposed by any Respondent
X = Respondent's Actual Grand Total Annual Cost
TCP = Total Cost Points

Final Evaluation Score

The Reply Evaluation Score is the sum of the Respondent's weighted Technical Reply Evaluation Score (0 – 1,000 points) and Cost Reply Score (0 – 300 points).

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