

GILCHRIST COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS REQUEST FOR QUALIFICATIONS
2023-1
MISDEMEANOR PROBATION SERVICES

The Board of County Commissioners will receive sealed proposals at 112 S. Main Street, Clerk's Office, Trenton, Florida 32693, until **2:00 PM** on March 3rd, 2023, for the following:

Private Entity subject to approval by County for
Providing Misdemeanor Offender Supervision Services

A private entity, under contract by the Board of County Commissioners and at the direction of the County Court, may provide probation services for offenders sentenced by the county court in accordance with Section 948.15 Florida Statutes.

For those entities interested in providing this service, the Request for Qualifications (RFQ) information is available online at: <https://gilchrist.fl.us/bids-rfps>.

Proposals will be time stamped upon actual receipt at 112 S. Main Street, Clerk's Office, Trenton, Florida 32693 and will not be accepted as delivered at any other location. Proposers are fully responsible for the timely delivery of their proposal or proposals. Any proposal may be withdrawn at any time prior to opening. Late proposals will not be accepted. Proposals delivered in any other format other than as specified in the RFQ will not be accepted. All questions regarding this solicitation must be received in writing to the Clerk of Court at the address above, or by email to newton@gilchrist.fl.us no later than 3:00 PM on February 27th, 2023. Responses to those questions considered material to the solicitation shall be distributed via formal addenda.

Proposals will be publicly opened at 112 S. Main St, Clerk's Office, Trenton, FL 32693, at 2:00 PM on March 3rd, 2023, or as soon thereafter as practical.

The Board of County Commissioners welcomes your proposal. Responsive proposals will be evaluated as stated in the evaluation section of this document. The Board of County Commissioners reserves the right to waive any formalities where such waiver does not result in an unfair advantage to any proposer, to reject any or all proposals for any reason, or to re-advertise for proposals for these services as the Board of County Commissioners finds to be in its best interest. The Board of County Commissioners may withdraw all or part of this RFQ at any time to protect the interests of the County. All Proposers are asked to be thorough yet concise in their proposals. Failure to provide a proposal as prescribed herein will result in disqualification.

Pursuant to Chapter 119, Florida Statutes, all proposals submitted in response to the RFQ are public record and will be open to public inspection.

I. Overview

The Board of County Commissioners for Gilchrist County, Florida (“BCC”) seeks a private entity with experience, trained staff and understanding of requirements set for in Section 948.15 Florida Statutes. It is anticipated that the successful proposal will demonstrate experience with providing misdemeanor supervision services under contract with one or more counties in the State of Florida. If no prior experience in Florida, the proposal must include a statement as to how a start up in Florida can be done. A Detailed **Scope of Services** is made part of this solicitation as **Attachment A**.

This is a "no cost" contract to be issued by the Board of County Commissioners.

II. Background

Gilchrist County has a population of approximately 18,000 residents. The County is primarily rural in nature. Since 1998, Gilchrist County has held a contract with The Salvation Army to provide misdemeanor probation services. A 90 day notice of termination of that contract was provided by the provider on January 23rd, 2023.

III. Term

It is anticipated that the successful proposal will result in the negotiation of an agreement for a continuing service contract to begin upon approval of the Chief Judge for the 8th Circuit and execution by the Board of County Commissioners. This agreement shall remain in effect until terminated by either party. This CONTRACT may be cancelled by either party upon a ninety (90) day written notice.

IV. Minimum Requirements

It is preferred the Proposer have prior experience in providing misdemeanor probation supervision services in this county or with another county in the State of Florida. In no prior experience in Florida, the proposer is to demonstrate how this service can be provided in a Florida county and how it will meet requirements of Florida Statutes Chapter 948.15.

V. SUBMITTAL REQUIREMENTS

Proposers must submit one (1) original response, marked “Original”, three (3) copies marked “Copy”, (include one thumb drive or flash drive) all in a sealed envelope clearly marked on the outside with the Proposer’s name and “**Sealed Proposal for RFQ 2023-1 Misdemeanor Supervision Services**” addressed and delivered in-hand on or before the deadline provided above to:

**Gilchrist County Board of County Commissioners
112 S. Main St, Clerk’s Office
Trenton, FL 32693**

- Interested Firms or individuals shall include the following information in their submittals in the exact order listed here with separating page tabs in an 8.5 by 11 –page format. The proposals shall be bound, or in a three-ring binder or equivalent folder. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration.
- Each Proposer shall submit adequate documentation to certify the Proposer’s compliance with the BCC’s requirements. Submissions shall be clear and concise and provide the information requested herein.

Tab 1: Letter of Interest including the following elements:

1. A statement of the Proposer’s interest in providing the services herein solicited, signed by the person who will have contract authority to enter into an agreement with the County.
2. A statement signed by the Proposer affirming that all contents of the submittal are true and accurate.
3. A summary of the Proposer’s strengths as to the requirements of this solicitation, and the Proposer’s argument as to why the Firm should be selected.
4. The Letter of Interest shall not exceed two (2) pages in length.

Tab 2: Qualifications and Background of Entity

1. Detail the strengths of the Entity and how it believes that the Entity could best assist the County with providing this service. Include proposed days/hours of office operation.
2. State whether your Entity or any of its staff members has performed Misdemeanor Supervision services for Gilchrist County, and any other county in the State of Florida.
3. The Entity must confirm that it is free of conflict of interest or the appearance of a conflict in rendering services to the County. If a conflict may exist, the Entity may explain whether such conflict would preclude the Entity from providing services and what circumstances may be necessary to allow for engagement.

4. Provide references, including at least one previous or current governmental client, for which the Proposer has performed work similar in scope and magnitude including the contact name, address, email address, telephone number, and date of the contract.
5. Provide any unique capability, experience, or expertise of the Entity.

Tab 3: Qualifications of Staff

1. Provide an organizational chart that lists all support staff expected to be assigned to provide the required services, together with comprehensive resumes for each describing experience, training, and education.
2. Identify staff-level experience working with governmental entities and list those contracts.

Tab 4: Technical Approach

1. Provide a brief description of the Proposer's approach with respect to providing the services described in this RFQ.
2. Confirm the Proposer's agreement to meet the minimum requirements of this Request for Qualifications and the Scope of Services.

Tab 5: Response Forms

Proposers shall complete and execute the response forms specified below and found at the designated pages in this RFQ, and shall include them at Tab 5:

Vendor Information and Signature Form
Non-Collusion Affidavit
Public Entity Crimes Form
Drug-Free Workplace Certificate
Conflict of Interest Disclosure Statement
Certificates of Insurance
W-9 Form
E-Verify

Tab 6: Additional Materials

Each Proposer may, but is not required to, include any other materials deemed necessary but not provided otherwise (such as promotional literature, white papers, etc.). They should be clearly marked "Additional Materials". Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support qualification and experience.

VI. INDEMNIFICATION REQUIREMENTS

1. If selected, the Proposer shall be required by contract to defend, indemnify, and hold harmless the Board of County Commissioners, County Judge and all County staff from any and all claims for bodily injury (including death), personal injury and property damage (including property owned by the County) and any other losses, damages, and expenses (including Proposer or any of its employees, agents, or assigns), occasioned by the negligence, errors, or other wrongful act of omission of the Proposer, its employees, agents, or assigns.
2. The successful Proposer shall be obligated to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverage, limits, including endorsements described herein. The requirements contained herein, as well as the BCC's review or acceptance of insurance maintained by the Proposer is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Proposer under any resulting contract.
 - a. Professional Liability and Errors or Omissions insurance as appropriate for the type of business engaged, purchased and maintained by the Proposer with minimum limits of not less than \$1,000,000 combined single limit.
 - b. Commercial General Liability insurance on an "occurrence" basis in an amount not less than \$1,000,000 combined single limit Bodily Injury and Property Damage Liability.
 - c. Workers' Compensation insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida Laws including Employers' Liability which meets all state and federal laws.

All policies must be endorsed to provide the County with written thirty (30) days' notice of cancellation or restriction except for nonpayment of premium. The Firm shall provide the County with certificates of insurance showing the existence of coverage required by this RFQ.

VI. Evaluation Criteria

Staff will review and make selection of the most responsive submission based upon the following criteria:

| | |
|--------------------------------------|--------------|
| Letter of Interest | 0-10 |
| Qualifications/ Background of Entity | 0-40 |
| Qualifications of Staff | 0-20 |
| Response Forms | 0-30 |
| TOTAL | 0-100 |

Proposer Information and Signature Form

| | |
|--|--|
| Proposer Name | |
| Trade License (If applicable) | |
| Contact Person(s) | |
| Street Address with City, State and Zip Code | |
| Mailing Address (if different from above) | |
| Phone Number | |
| Fax Number | |
| E-Mail | |
| Proposer will do the work as | <input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC |
| Date and State of Incorporation | DATE: _____ STATE: _____ |
| Name of partnership or joint venture | |

By signing below, the submission of qualifications shall be deemed a representation and certification by the Proposing Firm that you have investigated all aspects of the RFQ, have read and understand the RFQ, and acknowledge all addenda.

| |
|-----------------------|
| Authorized Signature: |
| Printed Name: |
| Title: |
| Date: |

Non – Collusion Affidavit

STATE OF _____

COUNTY _____

I state that I _____ of _____,

(Name and Title)

(Name of Firm)

Am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of the Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and
(Name of Firm)
employees are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Board of County Commissioners of Gilchrist County, Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Dated this _____ day of _____, _____.

Name _____ of _____ Organization: _____

Signed by: _____

Print Name: _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

The foregoing instrument was executed before me this _____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he or she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp) NOTARY PUBLIC, State of _____

Public Entity Crimes Statement

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal, ITN, or Contract Number **RFQ 2023-1**, for **“Misdemeanor Supervision Services.”**
2. This sworn statement is submitted by _____
 whose business address is _____
 and (if applicable) its Federal Employer Identification Number (FEIN) is _____
 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

 My name is _____
 [Please print name of individual signing]
3. _____ and my relationship to the above is _____
4. I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids/proposals or applies to bids/proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

_____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted Contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted Contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has not been placed on any convicted vendor list. [Please describe any action taken by or pending with the State of Florida, Department of Management Services.]

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "C", Public Entity Crimes, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title _____ STATE

OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of

_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

Drug-Free Workplace Certification

The drug-free certification form below must be signed and returned with the solicitation response.

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

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

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title _____

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____

20_____, by _____ as _____ of

_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(Stamp)

NOTARY PUBLIC, State of _____

Conflict of Interest Statement

STATE OF _____

County OF _____

Before me, the undersigned authority, personally appeared, _____

Who was duly sworn, deposes, and state:

I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)

in _____ and principal office in _____. Said entity is submitting this proposal/offer to RFQ 2023-1, titled "Misdemeanor Supervision Services."

1. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
2. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
3. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
4. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
5. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
6. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
7. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Gilchrist County government.
8. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

AFFIANT

Typed Name of AFFIANT

Title _____ STATE OF

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20_____, by _____ as _____ of

_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

(stamp) **Certificates of Insurance**

Please attach proof of insurance.

W-9 Form

Please attach W-9 forms (if necessary)

1. E-Verify.

A. Pursuant to Fla. Stat. § 448.095, effective July 1, 2020, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095

(iii) Contractor shall provide a copy of such affidavit to the County upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number

D. Failure to comply with this provision is a material breach of the Agreement, and County may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with County securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding cost

ATTACHMENT A

RFQ 2023-1 Misdemeanor Probation Services

Scope of Services

The Gilchrist County Board of County Commissioners is requesting Qualification Packages from qualified firms for the **RFQ 2023-1 Gilchrist County Misdemeanor Probation Services**.

Background

Gilchrist County Misdemeanor Probation typically assigns approximately 50 new cases per year; The goal of this RFQ is to provide misdemeanor probation services to our customers, while maintaining or improving current quantity and quality of customer services at no cost to Gilchrist County. A general description of the scope of services required is, but not limited to, the following:

A. Staffing

The Contractor shall maintain adequate staffing levels to provide proper liaison with the Court, to perform the initial intake of persons placed on misdemeanor probation.

B. Programs & Services

The needs of each offender referred to the Contractor by the Court shall be evaluated by the Contractor. The following programs and services shall be provided and administered by the Contractor:

- Offenders entering the program are supervised to ensure completion of their personalized contractual agreement, which include (at a minimum) a custom tailored treatment plan, law-abiding behavior, and compliance with payment of restitution.
- Drug Testing Laboratory Services as directed/ordered by the Court; Contractor to direct offender to a Certified Testing Laboratory to provide a random urinalysis and breathalyzer testing to detect the presence of controlled substances or alcohol in a person's biological system.

Offender's compliance/non-compliance is reported to the Court or requesting party.

Misdemeanor Probation Services

- Misdemeanor Probation program operates in accordance with Section 948.15 Florida Statutes, providing supervision to offenders sentenced to misdemeanor probation by the courts. Offenders court-ordered to misdemeanor probation must adhere to the conditions as imposed by the Court, such as classes, counseling, community service, educational programs, statutorily required fees and other costs as imposed by the Court.

The Contractor shall cooperate with all treatment agencies, schools, and other programs to which offenders are referred. In any case where a treatment provider, school, or other program does not appear to be providing its proper function, the Contractor shall immediately notify the Court.

The Contractor shall observe and comply with all Administrative Orders of the County Court in and for Gilchrist County Misdemeanor Probation Services provided herein.

The Contractor shall provide monthly and annual reports and other statistical reports as required by the BOCC and the Court.

The Contractor shall provide the County and the Court with a quarterly report summarizing the number of offenders supervised by the Contractor, payment of the required contribution under supervision or rehabilitation, and the number of offenders for whom supervision or rehabilitation will be terminated. All records must be open to inspection upon request by the County, the Court, the Clerk of Court, or agents thereof.

C. Records

Contractor shall at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida. All records must be maintained in compliance with applicable Florida Statutes, including but not limited to Chapter 119 and Chapter 948, and with Florida Administrative Code provisions with respect to maintaining public records and retaining and destruction of public records, including electronic records and social media.

D. Offices

The Contractor may (at the discretion of the board) be provided office space within Gilchrist County in order to meet with offenders. The Contractor shall notify the offenders of its hours of operation. If Contractor does not have an office located within Gilchrist County, or chooses not to utilize space provided, please describe how the services will be rendered.

E. Job Assistance

The Contractor shall encourage unemployed offenders to improve their employability through schools and training. The Contractor shall refer all offenders to services/programs with the goal of securing suitable and stable employment.

F. Special Conditions

The Contractor shall follow up and enforce special conditions of probation including, but not limited to:

- Restitution
- Fines and Court Cost
- Evaluation and treatment programs
- Community services
- Cost of supervision fees, programs fees or fees for service
- Procurement of licenses
- Court ordered classes and/or court ordered obligations (i.e., impoundment, drug testing)

The Contractor shall place priority on payment of restitution. Waivers by the Court of any special conditions of probation shall be noted in the case file.

G. Limited English Proficiency

The Contractor shall have a plan for communicating with offenders with limited English proficiency to ensure understanding and meeting the terms of their court ordered requirements.

H. Supervision

Initial Intake – The Contractor is to schedule an initial face-to-face contact with all offenders for supervision. However, the Contractor may permit audio/video connectivity or telephone calls in lieu of face-to-face contact. The Contractor shall clearly explain all of the court ordered terms to the offender in a manner that is understandable. The Contractor will need to attend Court events as scheduled.

The Contractor shall ensure that substance abuse evaluations of offenders ordered by the Court or under agreement by County Judge are conducted in accordance with the Court Order.

Probation and Pretrial Intervention Supervision – In addition to the initial intake noted above, offenders will be required to report to the Contractor at a minimum one (1) time per month during their probation supervision term unless otherwise ordered by the Court.

I. Change in Orders

Proposed orders of probation violations, modifications, and early terminations shall be prepared by the Contractor and shall conform to a format adopted by the Court.

J. Community Service Hours

The Contractor shall utilize governmental and nonprofit agencies and churches when scheduling offenders to perform community service hours ordered by the Court. The Contractor is responsible for facilitating the community service hours of all offenders as ordered by the Court. The Contractor shall utilize governmental and nonprofit agencies in addition to churches, in which there is a written agreement regulating the supervision of offenders performing community service hours. The Contractor shall verify and report compliance and non-compliance of court ordered or agreed upon community service hours to the County Judge. The Contractor is not permitted to utilize the services of probationers to perform community service work to the benefit of the Contractor.

K. Violations of Probation

When violations of any terms/conditions is alleged to have occurred, the Contractor shall advise the sentencing Court of the alleged violation(s) by sworn affidavit as it becomes known to the Contractor. If the affidavit recommends revocation, the affidavit must include the circumstances under which revocation is being recommended. In any case where the sentencing Court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the Contractor shall transmit a letter on Contractor's letterhead to the County Judge, outlining in detail the efforts made by the Contractor to seek compliance with the terms/conditions of probation.

L. Employees and Subcontractors

Prior to the time the contract is executed, the Contractor shall submit to the County a list of the names of all employees, including those of any subcontractors or independent contractors to be used by the Contractor, if any. The list shall include job titles of all employees. The Contractor shall submit an updated list not less than once per year. The Contractor shall submit any proposed changes in subcontractors for prior approval by the County.

M. Contractor's Financial Records

In addition to maintaining the individual case files,

- The Contractor shall maintain financial records, capable of being audited, of all fines, restitutions, and supervision fees received, expended, and disbursed by the Contractor. An annual financial report, audited and certified by a licensed, independent Certified Public Accountant, shall be provided to the County within 120 days following the close of the Contractor's fiscal year. The certified financial report shall be in such detail as to disclose the revenues, expenses, and disbursements relating to the services provided.
- The Contractor shall also record and maintain statistical data concerning the number and types of cases being handled, terminated and completed; the number of visits; the hours of community service performed by offenders; the number of face-to face contacts, and such additional information as may be required by the County to assist in evaluating the effectiveness of the Contractor's activities. A quarterly report shall be submitted to the County Judge pursuant to Sec. 948.15(3), Florida Statutes.

N. Applicable Provisions of Law

The Contractor acknowledges the requirement, insofar as it may be deemed to be acting on behalf of either the County or Court, to comply, when applicable, with Florida public records and open meeting laws, and all other applicable provisions of Federal, State and local law.

O. Schedule of Fees for Service

The Contractor shall provide a fee schedule for users of services provided by the Contractor. The current statutory rate requires a minimum of \$40.00 per month for cost of supervision. Cost of supervision and other services provided by contractor will be collected by the contractor. The Contractor will not be responsible for handling the collection of offender court fines, restitution, or fees.

P. Transition Plan

The Contractor shall prepare and implement a transition plan outlining objectives, action steps, responsible staff and target dates for completion. The transition plan must reflect full operational status effective thirty (30) days following execution of contract.

Q. Qualifications/Certifications

1. The Contractor represents that it has secured, or will secure at its own expense, all necessary personnel required to perform the services under the Contract.
2. The Contractor will maintain a minimum staffing level to ensure effective supervision of probationers, pursuant to Section 948.15(3), Florida Statute. To the extent possible, the Contractor shall assign each offender to an officer who shall maintain and be responsible for each case throughout its term.
3. All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required authorized or permitted under state and local law to perform such services.
4. All officers or supervisors hired for this contract must possess relevant experience in social work, community corrections, probation, or law enforcement. A background check, including FCIC/NCIC check, and verification of relevant employment and claimed education shall be conducted on all newly hired officers and supervisors to determine that the person is of good character and has no felony or other convictions involving dishonesty or deceit. Pursuant to Sec. 948.15 (3)(b), Florida Statutes, staff qualifications and criminal record checks of staff shall comply with standards established by the American Correctional Association.
5. Each employee, officer, supervisor, and director, shall provide a signed affidavit, executed under oath, constituting an official statement within the purview of Sec. 837.06, Florida Statutes, that the information provided by the person for his or her application and/or background check is true and accurate, that there are no material omissions therein, and that the intentional false execution of the affidavit constitutes a misdemeanor of the second degree. These affidavits shall be maintained by the Contractor and made available to the County upon request.

ATTACHMENT B

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 20 by and between **Gilchrist County**, (hereinafter the "COUNTY"), whose address is P.O. Box 37 Trenton, Florida 32693, and _____ (hereinafter the "CONTRACTOR"), whose address is _____.

WHEREAS, the COUNTY desires to engage the CONTRACTOR to perform certain services for _____ (hereinafter the "Project") under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, the COUNTY and the CONTRACTOR agree as follows:

1. Standard of Care – CONTRACTOR has represented to the COUNTY that it has the personnel and experience necessary to perform in a professional and workmanlike manner.

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

CONTRACTOR shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

2. Scope of Agreement. The CONTRACTOR'S relationship to the COUNTY shall be that of independent contractor, at all times this relationship shall be governed by and in strict compliance with the terms of this Agreement for Professional Services and the scope of services included in Exhibit A.

CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

CONTRACTOR shall work closely with COUNTY in performing Services under this Agreement.

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

The CONTRACTOR hereby represents and warrant that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of subcontractor to timely or properly perform its obligations shall not relieve CONTRACTOR of its obligations hereunder.

3. Period of Service. The CONTRACTOR shall be available to begin its services promptly after receipt of a fully executed copy of this Agreement and will complete the services by_____. However, the times for performance established in the Agreement shall be extended for periods of delay resulting from strikes, natural disasters, delays by the COUNTY, and similar circumstances over which the CONTRACTOR has no control.
4. Compensation.
 - a. Compensation for the services rendered is included in Exhibit A.
 - b. Anything to the contrary notwithstanding, no services undertaken by the CONTRACTOR or expenses incurred by the CONTRACTOR exceeding the identified fees and expenses have been approved in writing by the COUNTY in advance.

5. Additional Services. The CONTRACTOR shall provide services in addition to those described in task work orders only upon written request of the COUNTY. CONTRACTOR shall be compensated for all authorized additional services only on the basis agreed upon in writing at the time such services are authorized.
6. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination the CONTRACTOR will be paid as hereinafter provided for all authorized services rendered to the date of such termination. The amount payable to the CONTRACTOR in the event of termination will be a pro rata amount of such fee, determined on the basis of the relationship of the amount and value of the work performed prior to the CONTRACTOR'S receipt of notice of termination. This agreement shall remain in effect until terminated by either party. This CONTRACT may be cancelled for any reason by either party upon a ninety (90) day written notice.
7. Insurance. The CONTRACTOR shall maintain the following insurance coverage:
- | | |
|--|-------------|
| - General Liability, Each Occurrence: | \$1,000,000 |
| - Aggregate: | \$2,000,000 |
| - Automobile Liability, combined single limit: | \$1,000,000 |
| - Umbrella Liability, Each Occurrence: | \$4,000,000 |
| - Aggregate: | \$4,000,000 |
| - Workers' Compensation: | \$1,000,000 |
| - Professional Liability, Per Claim: | \$2,000,000 |
| - Annual Aggregate: | \$2,000,000 |

This insurance coverage shall be evidenced by (1) delivery to the COUNTY of a Certificate of Insurance executed by the insurers and listing coverages and limits, expiration dates, and terms of policies and all endorsements, whether or not required by the COUNTY, and listing all carriers issuing said policies; and (2) upon request, a certified copy of each policy, including all endorsements. The insurance requirement shall remain in effect throughout the term of the Agreement.

Each insurance policy shall include the following conditions by endorsements to the policy:

- a. Except for workers' compensation as required by law and comprehensive automobile and truck liability insurance, each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the COUNTY by certified mail. CONTRACTOR shall also notify COUNTY, in like manner, within twenty-four (24) hours after receipt of any notices of expiration, cancellations, non-renewal, or material changes in coverage received by said CONTRACTOR from its insurer; and noting contained herein shall absolve CONTRACTOR of this requirement to provide notice.
- b. Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONTRACTOR.
- c. COUNTY shall be endorsed to the required policy, or policies, as an additional insured.

8. Indemnification

- a. Hold Harmless. The CONTRACTOR shall indemnify and hold COUNTY, its officers, and employees, harmless from and against (1) personal injury, bodily injury (including death) or property damages (including destruction) received, or (2) losses, penalties, damages, professional fees, including attorney fees and all cost of litigation and judgements arising out of any willful misconduct or any negligent act, error or omission of the CONTRACTOR, or its employees arising directly out of the performance of this Agreement or work performed hereunder, including any claims brought against the COUNTY, its officers and employees. Compliance with the insurance requirements in Section 10, Insurance, shall not relieve the CONTRACTOR of his liability and obligations under any other portion of this Agreement. This section shall not apply to CONTRACTOR when losses, penalties, damages, professional fees, including attorney's fees and all costs of litigation and judgements arising out of the performance of this contract are caused by negligence of the COUNTY.

Completeness and Accuracy of Deliverables. The CONTRACTOR shall be responsible for the completeness and accuracy of its services, deliverables, plans, supporting data, computer programs and data files and other documents and information prepared or compiled under its direction and control, and shall correct at its expense all errors or omissions therein which may be disclosed. The time, effort, and cost of the work necessary to correct those errors attributable to the CONTRACTOR shall be borne by the CONTRACTOR. The fact that the COUNTY has accepted or approved the CONTRACTOR'S services shall in no way relieve the CONTRACTOR of any of its responsibilities. This provision

shall not apply to any maps, official records, contracts, or other data that may be provided by the COUNTY or public or semi-public agencies which the CONTRACTOR should reasonably expect to be accurate and which the CONTRACTOR could not reasonably be expected to know to be inaccurate.

- b. Claims Against the COUNTY. The CONTRACTOR agrees that no charges or claim for damages shall be made by it for unreasonable delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by the COUNTY by an extension of time for a reasonable period for the CONTRACTOR to complete the services. Such an agreement shall be made in writing between the parties.
9. Ownership of Documents. All documents including, but not limited to, computer files and the performance of this agreement, are to be instruments of service and copies delivered to the COUNTY.
 10. Notice. Pursuant to this agreement, notice shall be given in writing as follows:

“CONTRACTOR”

ADDRESS

The “Chief Judge”
The Chief Judge of the 8th Circuit
201 East University Avenue
Gainesville, FL 32601

The “COUNTY”
Chairman, Board Of County Commissioners
Clerk, Board Of County Commissioners
PO Box 37
Trenton, FL 32693

11. Non-discrimination.

a. The CONTRACTOR agrees that he will not discriminate against any of his employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State Laws regarding non-discrimination. Any violation of such provisions shall constitute a material breach of this Agreement.

b. Immigration Affidavit Certification. Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The E-Verify program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility verification requirements.

CONTRACTORS are required to enroll in the E-Verify program within thirty (30) calendar days of contract award, and use E-Verify within thirty (30) calendar days thereafter to verify employment eligibility of their employees assigned to the contract at the time of enrollment in E-Verify. Additionally, CONTRACTORS shall flow down the requirement to use E-Verify to their subcontracted vendors.

CONTRACTOR acknowledges and shall be fully responsible for complying with the provisions and regulations relating thereto, as either may be amended. Failure to comply with the laws referenced herein shall constitute a breach of agreement and the COUNTY and/or CONTRACTOR shall have the discretion to unilaterally terminate said agreement immediately.

12. Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated by one party to this Agreement against the other, the prevailing party shall be reimbursed by the other party its reasonable attorneys' fees and costs.

13. Controlling Laws. This Agreement is to be governed by the laws of the State of Florida, and venue shall rest solely in Gilchrist County, Florida.

14. Hazardous Substances. It is understood and agreed that in seeking the professional services of the CONTRACTOR in this Agreement, the COUNTY does not request the CONTRACTOR to undertake uninsurable obligations involving or related in any manner to hazardous substances.

15. Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

16. Merger Amendment. This Agreement constitutes the entire agreement between the

COUNTY and the CONTRACTOR, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both the COUNTY and the CONTRACTOR.

17. Non-assignability. Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party.
18. Severability. Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof.
19. Public Records. CONTRACTOR shall be required to cooperate with the COUNTY relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONTRACTOR shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:
 - a. Keep and maintain public records required by the COUNTY in order to perform the Services.
 - b. Upon request from the COUNTY provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.
 - 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 Agreement term.
 - d. Transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to the COUNTY.
 - e. If CONTRACTOR does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONTRACTOR fails to provide records when requested, the CONTRACTOR may be subject to penalties under section 119.10 Florida Statutes, and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: tnewton@gilchrist.fl.us

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this instrument to be signed by their respective duly authorized officers, all on the day and year first above written.

COUNTY - BOARD OF COUNTY COMMISSIONERS

By: _____ Date: _____

William Martin, Chairman

ATTEST: _____ Date: _____

Todd Newton, Clerk of Court

CONTRACTOR

By: _____ Date: _____

Print/Type Name & Title

Date: _____

Witness

FORM APPROVED BY: _____

County Attorney