

REQUEST FOR PROPOSAL

CLAY COUNTY SHERIFF'S OFFICE INMATE PHONE SYSTEM RFP # B19-004



Clay County Sheriff's Office
901 North Orange Avenue
P.O. Box 548
Green Cove Springs, FL 32043
(904) 529-6029
Fax (904) 529-6482
Website: <http://www.claysheriff.com>
Date of Issue: March 18, 2019
Proposal Due Date: April 22, 2019 at 4:00p.m.

CALENDAR OF EVENTS

Listed below are the important dates and times by which the actions noted must be completed. If the Sheriff's Office finds it necessary to change any of these dates or times, the change will be accomplished by addendum. All dates are subject to change.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	March 18, 2019
Pre-Proposal Submittal Conference	NONE
Proposals Due	April 22, 2019
Committee Recommendation	April 18, 2019
Contract Signed	April 25, 2019
Services Estimated Start Date	May 1, 2019

For information concerning procedures for responding to this Bid, contact the Purchasing Manager, Rhonda Sanders by email rsanders@claysheriff.com or at (904) 529-6029.

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**CLAY COUNTY SHERIFF'S OFFICE
INVITATION
REQUEST FOR PROPOSAL**

NOTICE IS HEREBY GIVEN that the Clay County Sheriff's Office (CCSO) invites and will receive sealed Proposals from qualified companies to perform the following work which is described in detail in the Request for Proposal (RFP) specifications.

REQUEST FOR PROPOSAL (RFP) #: B19-004

PROJECT NAME: CCSO INMATE PHONE SYSTEM

PRE-PROPOSAL CONFERENCE: NONE

LOCATION: Clay County Sheriff's Office
901 North Orange Avenue
Green Cove Springs, Florida 32043

RFP OPENING LOCATION: Clay County Sheriff's Office
901 North Orange Avenue
Green Cove Springs, Florida 32043

RFP SUBMITTAL DEADLINE DATE & TIME: April 22, 2019 @ 4:00pm.

The CCSO is using a Request for Proposal for this project and will award a contract to the Proposer the CCSO finds, in its sole discretion, best meets the long term needs of the CCSO.

Specifications and RFP documents are available by downloading a bid package from www.claysheriff.com under the Do Business section of the Finance Department page or calling the Purchasing Section at (904) 529-6029.

All Proposers should ensure that the proposal is both complete and accurate. The CCSO may require additional information or data from any of the Proposers. An Evaluation Committee appointed by the CCSO will evaluate Proposals.

The Proposal Evaluation Committee selected by the CCSO will fairly consider all Proposals. The Proposal Evaluation Committee will perform a review of Proposals received from Proposers to determine completeness and responsiveness to the principal components of the technical, financial and legal requirements of the RFP. Request for clarification letters may include, but are not limited to, the following: commitment of project team members; performance guarantees and standards; project guarantor commitments; proposers interpretation of proposed CCSO organization and business entity relationships, operations, project schedules, phasing methods and payment schedules; and letters of credit, performance bonds and insurance requirements. The Proposal Evaluation Committee will make a recommendation to the Sheriff following the Proposal Evaluation Committee's review of all Proposals and consideration of any additional evidence or data desired by the Proposal Evaluation Committee.

Qualified companies are invited to deliver one clearly marked original and five (5) copies of their Proposal, in a sealed envelope marked “**Request for Proposal (RFP) #: B19-004, Project Name: CCSO INMATE PHONE SYSTEM**” and delivered, to the CCSO Purchasing Section, 901 North Orange Avenue, Green Cove Springs, Florida 32043. The CCSO assumes no responsibility for Proposals received after the proposal deadline identified above, or delivered to any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late Proposals will be held unopened and will not be considered for award.

All questions, comments, or concerns about this RFP must be submitted in writing to Rhonda Sanders, Purchasing Manager, Clay County Sheriff’s Office, 901 North Orange Avenue, Green Cove Springs, FL 32043. Rhonda Sanders is the only designated representative of the CCSO authorized to respond to comments, questions, and concerns. The CCSO will not respond to comments, questions or concerns addressed to any person other than Rhonda Sanders. If the CCSO determines that a particular comment, question or concern necessitates a global response to all Proposers, the CCSO will issue a clarifying memorandum or addendum. The final day that the CCSO will accept questions will be five business days prior to the proposal submittal deadline date.

The CCSO reserves the right to accept or reject any and/or all Proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the CCSO depending on available competition and timely needs of the CCSO.

The CCSO reserves the right to select a company with or without interviews, and may decide to select any of the companies submitting qualification packages. The CCSO reserves the right to award the contract to a responsible Proposer submitting a responsive Proposal, with a resulting negotiated agreement that is most advantageous and in the best interests of the CCSO.

The CCSO shall be the sole judge of the Proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the CCSO reserves the right to make such investigation, as it deems necessary, to determine the ability of any Proposer to perform the work or service requested.

PROPOSAL ACKNOWLEDGEMENT FORM

Request for Proposal (RFP) #: B19-004
Project Name: CCSO INMATE PHONE SYSTEM

All Proposers must register receipt of a Solicitation with the CCSO. By completing and returning this form, you are registering receipt of this solicitation with the CCSO and requesting notification of Addenda that may be issued regarding this solicitation.

The CCSO will attempt to notify all prospective Proposers of Addenda issued to the solicitation. However, it shall be the responsibility of the Proposer, prior to submitting their response, to either:

1. Visit www.claysheriff.com to view the solicitation and download all issued Addenda; or
2. Contact the Purchasing Section to determine if Addenda were issued.

Proposers must acknowledge and incorporate the Addenda into their response.

Please be advised that the CCSO will post Addenda, in Adobe format, with the corresponding on-line solicitation.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

*FAX THIS COMPLETED REGISTRATION FORM TO: (904) 529-6482; ATTN:
Purchasing Manager*

GENERAL CONDITIONS

DEFINED TERMS

Terms used in this Request for Proposal are defined and have the meaning assigned herein.

Addenda means a written change to a solicitation.

Bid shall refer to any offer(s) submitted in response to this Invitation to Bid.

CCSO refers to the Clay County Sheriff's Office, a sub-division of the Clay County Board of County Commissioners.

Contract means the agreement to perform the services set forth in this solicitation.

Contractor means the Vendor to which award has been made.

Modification means a written change to a Contract.

Pre-Award Documents means those forms, insurance, permits, and licensures needed to begin work on behalf of the CCSO.

Proposal Evaluation Committee means the CCSO staff appointed to evaluate the Bids received in response to this RFP.

Proposer means anyone Vendor submitting a Bid in response to the RFP.

Responsive Bid means a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the RFP.

Responsible Bidder means a Proposer that has the capacity and capability to perform the work required under the RFP, and is otherwise eligible to become a Contractor.

RFP refers to this Sealed Request for Proposal including all issued addenda.

Solicitation refers to the entire RFP package and the Proposer's Proposal as a response to this RFP.

Proposal refers to all documentation and information as submitted by the Proposer in response to this solicitation.

Vendor means any entity responding to this RFP who is capable of submitting a Responsive and Responsible bid.

For purposes of this Invitation to Bid the words "shall", "must", or "will" are equivalent in this Invitation to Bid and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the CCSO's sole discretion, the deficient response is not in substantial accord with this Invitation to Bid's mandatory requirements. The words "should" or "may" are equivalent in this Invitation to Bid and indicate very desirable conditions, or requirements but are permissive in nature.

1. PROPOSER REGISTRATION

Proposers who obtain solicitation documents from sources other than the CCSO or download from any other source must officially register receipt of the solicitation with the CCSO's Purchasing Section in order to be placed on the notification list for any forthcoming addendum or other official

communications. Failure to register as a prospective Proposer may cause your Proposal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued Addenda.

2. CONTACT

All prospective Proposers, their agents, and associates are hereby instructed not to contact any CCSO member or CCSO official other than the contact person indicated on page 1 above regarding this solicitation or their Proposal at any time prior to the final evaluation and recommended ranking by the CCSO staff for this project. Failure to comply with this provision shall be cause for rejection of your Proposal.

3. ADDENDA AND INQUIRIES

3.1 If there is any doubt as to the true meaning of the specifications and information provided, Proposers may submit written or faxed inquiries regarding this solicitation to the Purchasing Manager, Purchasing Section, 901 North Orange Avenue, Green Cove Springs, FL 32043, Fax No. (904) 529-6482. The CCSO will respond to written or faxed inquiries received at least five (5) CCSO business days prior to the RFP due date. Inquiries must reference the date and time of opening, and the RFP number. Failure to comply with this condition shall result in the Proposer waiving their right to dispute the specifications and information provided in the solicitation document.

3.2 Any change to this solicitation shall be made by Addenda duly issued to each registered Proposer.

Receipt of such Addenda must be so noted on or within your response. It is the Proposer's responsibility to make contact through the Internet or phone to determine if Addenda have been issued.

3.3 Oral Inquiries: The CCSO will not respond to oral inquiries.

4. PUBLIC OPENING

Proposals shall be received in the Purchasing Section, 901 North Orange Avenue, Green Cove Springs, FL 32043 by the date and time indicated on Page 1 of these documents. As soon as possible thereafter, the names of Proposers shall be read off at the CCSO.

5. DELAYS

The CCSO, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the CCSO to do so. The CCSO will notify Proposers of all changes in scheduled due dates by written Addenda.

6. PROPOSAL SUBMISSION AND WITHDRAWAL

6.1 Address to send Proposal:

**Clay County Sheriff's Office
Attention: Rhonda Sanders
Purchasing Section
901 North Orange Avenue
Green Cove Springs, FL 32043**

6.2 The outside of the envelope/container must be marked as **"Request for Proposal (RFP) #: B19-004, Project Name: CCSO Inmate Phone System.** The envelope/container must also include the Proposer's name and return address.

6.3 Proposals may be withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

6.4 Withdrawal of Proposals after Opening Date: Proposals, once opened, become the property of the CCSO and will not be returned to the Proposer. Proposals not so withdrawn before the opening constitute an irrevocable offer for a period of ninety (90) days to provide

the CCSO the services set forth in these specifications until one or more of the Proposals have been accepted by CCSO staff. No Proposer may withdraw their Proposal during this ninety (90) day period.

6.5 Number of Proposal Copies: Proposers shall submit one (1) clearly marked original and five (5) complete copies of the Proposal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.

6.6 Proposal Is Not Binding: The Proposer understands that responding to this solicitation does not constitute an agreement or contract with the Proposer. A Proposal is not binding until Proposal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.

6.7 Responsibility for getting a Proposal to the CCSO on or before the specified date and time is solely and strictly that of the Proposer. The CCSO will not be responsible for any delay, for any reason whatsoever. Proposals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Proposals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Section by the date and time specified for opening.

6.8 LATE PROPOSALS – Proposals received after the date and time of the opening will not be opened or considered. It will be the Proposer's responsibility to make arrangements

for the return of their Proposal at their expense.

7. PROPOSAL PREPARATION COST

The CCSO shall not be liable for any expense incurred in connection with preparation of a Proposal to this document. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of this document.

8. ACCURACY OF PROPOSAL INFORMATION

Any Proposer, who states in their Proposal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

9. LICENSES

Licensed and Certified: Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of Proposal and during the entire contract time.

10. POSTING OF NOTICE OF INTENT

A Request for Proposal identifies a potential CCSO need or requirement for contracted goods or services and constitutes a notice of intent for award by posting the RFP on the CCSO's Website. Advertising for responses to RFPs in local newspapers also advises or provides a notice of intent.

11. PUBLIC RECORDS/TABULATION

Proposals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after

the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on the CCSO Website at www.claysheriff.com.

12. RESERVED RIGHTS

12.1 The CCSO reserves the right to waive formalities in any Proposal, and to reject any or all Proposals in whole or in part, with or without cause and/or to accept the Proposal that in the CCSO's judgment will be in the best interest of the CCSO. The CCSO specifically reserves the right to reject any conditional Proposal.

12.2 To the extent permitted by applicable state and federal laws and regulations, CCSO reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

12.3 CCSO reserves the right to reject the Proposal of any Proposer if CCSO believes that it would not be in the best interest of the CCSO to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CCSO.

13. INSURANCE

Refer to Insurance Requirements in Section 3.06 and Attachment A of this RFP.

14. INDEMNIFICATION/HOLD HARMLESS

The Proposer shall defend, indemnify and hold the CCSO, the CCSO's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Proposer, its sub-consultants and their officers, directors, agents or employees; any failure of the elected company to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected company's representations as set forth in the Proposal or any other failure of the selected company to comply with the obligations on its part to be performed under this contract.

15. PUBLIC ENTITY CRIMES / NON-COLLUSIVE AFFIDAVIT

15.1 Each Proposer shall complete the Non-Collusive Affidavit, and the Public Entity Crimes Form and shall submit the forms with the Proposal. CCSO considers the failure of the Proposer to submit these documents to be a major irregularity and may be cause for rejection of their Proposal.

15.2 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 response on a contract to provide any goods or services to a public

entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

15.3 Termination for Cause: Any Agreement with the CCSO obtained in violation of this Section shall be subject to termination for cause. A sub-Contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-Contractor acceptable to the CCSO.

16. GRATUITIES AND KICKBACKS

16.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement

or an Agreement or subcontract, or to any solicitation or Proposal therefore.

16.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-Contractor under a contract to Contractor or higher tier sub-Contractor any person associated therewith, as an inducement of the award of a subcontract or order.

16.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and subcontract and solicitation therefore.

17. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Proposer shall be in compliance with Executive Order 11246 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

18. CONFLICT OF INTEREST

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer

or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

18.1 October 1, 1975.

18.2 Qualification for elective office.

18.3 Appointment to public office.

18.4 Beginning public employment.

19. DRUG FREE WORKPLACE:

The CCSO has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the CCSO workplace.

The CCSO requires the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the CCSO in accordance with the Drug Free Workplace Act. The CCSO will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two or more separate entities have submitted Proposals at the same price, terms and conditions.

20. APPLICABLE LAWS

Interested parties are advised that all CCSO contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable Clay County Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall

prevail, as the basis for contractual obligations between the Proposer and the CCSO for any terms and conditions not specifically stated within the context of this contract.

21. COMPETENT PERSONNEL

Competent Personnel - All interested companies are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

22. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

22.1 Before delivering a Proposal, each Proposer must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Proposer's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

22.2 The Proposer, by and through delivering a Proposal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services to be done or equipment to be furnished.

23. SPECIFICATIONS

23.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the

finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

23.2 For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Proposer meets all the Specifications in every respect.

24. CANCELLATION CLAUSE

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of this contract by a thirty (30) day written notice of intent forwarded to the successful Proposer.

25. ACCEPTING CONTENT OF PROPOSAL

By delivering a Proposal in response to this solicitation document, the Proposer certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Proposals shall be returned in the sequential manner as requested in the "Proposal Format and Requirements" section of this solicitation.

26. TAXES

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The CCSO is exempt from the payment of Federal and State taxes, including sales tax. Your cost Proposal shall not include sales tax to be

collected from the CCSO. The CCSO's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the CCSO.

27. ASSIGNMENT

27.1 Successful Proposer shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CCSO'S prior written approval.

27.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Proposer and CCSO may, at its discretion, cancel the Contract and all rights, title and interest of Successful Proposer shall thereupon cease and terminate.

28. SOLICITATION FORMS

28.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Proposer may offer an alternative service. Alternate Proposals may be submitted for consideration. It will be at the CCSO's sole discretion to accept or

reject any and all alternate Proposals received.

28.2 This solicitation presents the CCSO's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Proposers are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the CCSO.

28.3 Proposals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate Proposals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the CCSO that an alternative Proposal be considered. Such alternative Proposals will be provisionally accepted for consideration, subject to the reserved right of the CCSO to make the determination whether the above stated conditions for alternate Proposals have been satisfied and subject further to the reserved right of the CCSO to accept or reject these Proposals upon the basis of the determination.

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**SECTION ONE
INTRODUCTION AND INSTRUCTIONS**

1.01 – Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Proposers must submit one original and five (5) copies of their Proposal, in writing, to the Purchasing Manager in a sealed envelope. It must be addressed as follows:

**Clay County Sheriff's Office
Attention: Rhonda Sanders
Purchasing Section
901 North Orange Avenue
Green Cove Springs, FL 32043
Request for Proposal (RFP) #: B19-004
Project Name: CCSO Inmate Phone System**

Proposals must be received no later than 4:00 P.M., Florida time on the date on the cover, page 1. Fax or oral proposals are not acceptable.

A Proposer's failure to submit its Proposal prior to the deadline will cause the Proposal to be disqualified. Late Proposals or amendments will not be opened or accepted for evaluation. There will be no exception to this rule.

Purchasing Manager: Rhonda Sanders – Phone 904-529-6029, Fax 904-529-6482

1.02 – Contract Term and Work Schedule

The contract term and work schedule set out herein represent the CCSO's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The initial term of this contract will be thirty-six (36) months beginning on the date a contract is executed by both parties. In addition, The Sheriff's Office intends to include in the contract a right to extend the term of the contract for three (3) subsequent one (1) year terms, provided such extensions are in the best interest of both parties.

1.03 – Purpose of the RFP

It is the intent of the CCSO to secure a qualified company to provide an Inmate Phone Systems for the Clay County Sheriff's Office Jail Facility as detailed under Section 5.

1.04 – Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Purchasing Manager no later than 14 days **prior** to the deadline for receipt of Proposals.

1.05 – Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Purchasing Manager at least 14 days before the Proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Proposer's Proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the CCSO Purchasing Manager, in writing, at least 14 days before the time set for opening.

1.06 – Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the CCSO Purchasing Manager. The final day that the CCSO will accept questions will be five business days prior to the proposal submittal deadline date.

1.07 – Amendments

If an amendment is issued, it will be provided to all who were mailed or received a copy of the RFP and to those who have registered with the Purchasing Manager as having downloaded the RFP from the CCSO web site.

1.08 – Alternate Proposals

Proposals may be delivered, which deviate from the requirements herein, providing they are clearly identified as alternate proposals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the CCSO that an alternate proposal be considered. Such alternate proposals will be provisionally accepted for consideration, subject to the reserved right of the CCSO to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the CCSO to accept or reject these proposals upon the basis of the determination.

1.09 – Right of Rejection

Proposers must comply with all of the terms of the RFP, the CCSO Purchasing Process, and all applicable local, state, and federal laws, codes, and regulations. The Purchasing Manager may reject any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Proposers may not qualify the Proposal nor restrict the rights of the CCSO. If a Proposer does so, the Purchasing Manager may determine the Proposal to be a non-responsive counter-offer and the Proposal may be rejected.

Proposals may be waived by the Purchasing Manager if they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision.

The CCSO reserves the right to refrain from making an award if it determines that to be in its best interest.

A Proposal from a debarred or suspended Proposer shall be rejected.

1.10 – CCSO Not Responsible for Preparation Costs

The CCSO will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any Proposal.

1.11 – Disclosure of Proposal Contents

All Proposals and other material submitted become the property of the CCSO and may be returned only at the CCSO's option. Chapter 119, Florida Statutes requires public records to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be open for public inspection immediately after opening by the CCSO.

Trade secrets and other proprietary data contained in Proposals may be held confidential until a Notice of Decision or Notice of Intended Decision is issued by the CCSO Purchasing Manager or 10 days after opening, whichever is earlier, as provided by Section 120.057(3) (a), Florida Statutes, if the Proposer requests, in writing, that the Purchasing Manager does so, and if the Purchasing Manager agrees, in writing, to do so. Material considered confidential by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for confidentiality. At that time, all Proposals and documents pertaining to the Proposals will be open to the public, except for material designated as proprietary or confidential as defined in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The Purchasing Section will not disclose or make public any pages of a Proposal on which the Proposer has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information concerning the Proposer's organization and data that qualifies as a trade secret in accordance with the definition in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

1.12 – Subcontractors

Subcontractors may be used to perform work under this contract only as necessary. If a Proposer intends to use Subcontractors, the Proposer must identify in the Proposal the names of the Subcontractors and the portions of the work the Subcontractors will perform.

If a Proposal with Subcontractors is selected, the Proposer must provide the following information concerning each prospective Subcontractor within five working days from the date of the CCSO's request:

- (a) Complete name of the Subcontractor,
- (b) Complete address of the Subcontractor,
- (c) Type of work the Subcontractor will be performing,
- (d) Percentage of work the Subcontractor will be providing,
- (e) Evidence, as set out in the relevant section of this RFP, that the Subcontractor holds a valid business license, proof of required insurance and meets all other conditions set forth in this RFP to conduct business with the CCSO, and;
- (f) A written statement, signed by each proposed Subcontractor, which clearly verifies that the Subcontractor is committed to render the services required by the contract.

A Proposer's failure to provide this information, within the time set, may cause the CCSO to consider their Proposal non-responsive and reject it. The substitution of one Subcontractor for another may be made only at the discretion and prior written approval of the CCSO.

1.13 – Joint Ventures

Joint ventures will not be allowed.

1.14 – Proposer's Certification

By signature on the Proposal, Proposers certify that they comply with:

- (a) The laws of the State of Florida,
- (b) The applicable portion of the Federal Civil Rights Act of 1964,
- (c) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
- (d) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government,
- (e) Maintains a Drug Free Workplace
- (f) All terms and conditions set out in this RFP,
- (g) A condition that the Proposal submitted was independently arrived at, without collusion, under penalty of perjury, and
- (h) That the offers will remain open and valid for at least 90 days.

If any Proposer fails to comply with (a) through (g) of this paragraph, the CCSO reserves the right to disregard the Proposal, terminate the contract, or consider the Contractor in default.

1.15 – Conflict of Interest

Each Proposal shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., employed by the CCSO) and, if so, the nature of that conflict. The CCSO reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The CCSO's determination regarding any questions of conflict of interest shall be final.

1.16 – Solicitation Advertising

Public notice has been provided in accordance with CCSO policy and applicable Florida Statutes.

1.17 – Assignment

The Contractor may not transfer or assign any portion of the contract without prior written approval from the CCSO.

1.18 – Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Florida. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Circuit Court for Clay County, Florida.

1.19 – Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 – Authorized Signature

All Proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

2.02 – Pre-Proposal Conference

A pre-proposal conference, if held, will be on the date shown on page 1, Calendar of Events at the CCSO main office at 901 North Orange Avenue in Green Cove Springs, Florida. The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective Proposers as soon as possible after the meeting.

Proposers with a disability needing accommodation should contact the Purchasing Manager prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03 – Amendments to Proposals

Amendments to or withdrawals of Proposals will only be allowed if acceptable requests are received prior to the deadline set for receipt of Proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the CCSO's request.

2.04 – Supplemental Terms and Conditions

Proposals must comply with **Section 1.09 Right of Rejection**. However, if the CCSO fails to identify or detect supplemental terms or conditions conflicting with those contained in this RFP, or that diminish the CCSO's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the CCSO's rights would be diminished as a result of application of a supplemental term or condition included in the Proposal, the supplemental term or condition will be considered null and void.

2.05 – Clarification of Proposals

In order to determine if a Proposal is reasonably susceptible for award, communications by the Purchasing Manager or the Proposal Evaluation Committee are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the Purchasing Manager or the Proposal Evaluation Committee may be adjusted as a result of a clarification under this section.

2.06 – Discussions with Proposers

The CCSO may conduct discussions with Proposers. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP or Proposal identified by the Purchasing Manager. The Purchasing Manager will only hold discussions with Proposers who have submitted a Proposal deemed reasonably suitable for award. Discussions, if held, will be after initial evaluation of Proposals by the Proposal Evaluation Committee. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Purchasing Manager may set a time for best and final Proposal submissions from those Proposers with whom discussions were held. Proposals may be reevaluated after receipt of best and final Proposal submissions.

If a Proposer does not submit a best and final Proposal or a notice of withdrawal, the Proposer's immediate previous Proposal is considered the Proposer's best and final Proposal.

Proposers with a disability needing accommodation should contact the Purchasing Manager prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a Proposal must be reduced to writing by the Proposer.

2.07 – Prior Experience

Proposer must have at least three years' experience in related to this RFP. The Proposer shall provide a list of five (5) references denoting experience and accomplishments. The list of references shall include names, titles, addresses and specific telephone numbers where parties may be reached.

2.08 – Evaluation of Proposals

An Evaluation Committee is made up of selected CCSO members. The evaluation will be based solely on the evaluation factors set out in Section Seven of this RFP. The Proposal ranked highest per Section Seven of this RFP shall be the Consultant of Record (COR) Proposer to be negotiated with. A second highest ranking Consultant may also be selected as a "back-up" to the Consultant of Record should they be unavailable at time of work assignment.

After receipt of Proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended

Proposals. Evaluations may be adjusted as a result of receiving new or amended Proposals.

2.09 – Vendor Tax ID

A valid Vendor Tax ID must be submitted to the Purchasing Section with the Proposal or within five days of the CCSO's request.

2.10 – Business License and Other Required Licenses

At the time the Proposals are opened, all Proposers must be able to do business in the State of Florida and have any necessary required professional licenses required by Florida Statute. Proposers should contact the Florida Department of State, Division of Corporations, P. O. Box 6327, Tallahassee, Florida 32314, or the Florida Department of Business and Professional Regulation, Division of Professions, 1940 North Monroe Street, Tallahassee, FL 32399-0760 for information on these licenses. Proposers must submit a copy of a valid Florida business or professional license with the Proposal as well as any licenses required to do business in Clay County (prior to commencement of work).

A Proposer's failure to submit this evidence with the Proposal will cause their Proposal to be determined non-responsive.

2.11 – Formula Used to Convert Cost to Points

The distribution of points based on commission will be determined as shown in the example below. The Proposal which provides the highest monthly guarantee will receive the maximum number of points allocated for this section. The point allocations method is set out below.

Formula Used to Convert Cost to Points

STEP 1. List all Proposal prices, adjusted where appropriate by the application of all applicable preferences or fees listed by the proposer.

Proposer #1 – Monthly Guarantee \$18,000

Proposer #2 – Monthly Guarantee \$20,000

Proposer #3 – Monthly Guarantee \$19,000

STEP 2. Multiply Proposer's Commission by their rate to determine CCSO's share of each minute.

STEP 3. Convert Commission to points using this formula:

$$[(\text{Applicable Proposer's Monthly Guarantee}) \times (\text{Maximum Points for Cost})] \div (\text{Highest Monthly Guarantee}) = \text{POINTS}$$

If the RFP allotted 80% (80 points) for cost:

Proposer #1 receives 72 points.

$$[(\$18,000) \times (80)] / (\$20,000) = 72$$

Proposer #2 receives 80 points.

$$[(\$20,000) \times (80)]/(\$20,000) = 80$$

Proposer #3 receives 76 points.

$$[(\$19,000) \times (80)]/(\$20,000) = 76$$

2.12 – Contract Negotiation

After final evaluation, the Purchasing Manager may negotiate with the Proposer of the highest-ranked Proposal. Negotiations, if held, shall be within the scope of the Request for Proposals and limited to those items that would not have an effect on the ranking of Proposals. If the highest ranked Proposer fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the CCSO may terminate negotiations and negotiate with the Proposer of the next highest-ranked Proposal. If contract negotiations are commenced, they will be held in a conference room located in the CCSO Administrative Offices in Green Cove Springs, Florida. At least two of the highest ranked Proposers shall be engaged by a “master” agreement.

The Proposer will be responsible for their travel and per diem expenses.

2.13 – Failure to Negotiate

The CCSO may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest ranked Proposer if the selected Proposer

- fails to provide the information required to begin negotiations in a timely manner
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the Proposer and the CCSO, after a good faith effort, simply cannot come to terms.

2.14 – Notice of Intent to Award (NIA) — Proposer Notification of Selection

After the completion of contract negotiation the Purchasing Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Proposers. The NIA will set out the names of all Proposers and identify the Proposal selected.

2.15 – Protest

Any actual or prospective Proposer who has a substantial interest in and is aggrieved in connection with the Solicitation or proposed award of a contract which is in excess of the award authority of the Purchasing Manager may protest to the Senior Executive of Finance and Strategic Planning. Protests arising from the decisions and votes of Selection/Negotiation Committees shall be limited to protests based upon alleged deviation(s) from Section Seven.

An interested party is defined as "an actual or prospective Proposer whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

A protester must have submitted a Proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- (a) the name, address, and telephone number of the protester;
- (b) the signature of the protester or the protester's representative;
- (c) identification of the contracting department and the Solicitation or contract at issue;
- (d) a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (e) the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

Any protest concerning the bid specifications or requirements must be made within seventy-two (72) hours from the time the facts become known and, in any case, at least twenty-four (24) hours prior to the bid opening. Such protest must be made in writing to the Purchasing Manager. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.

Any protest, after the bid opening, shall be submitted in writing within seven (7) calendar days after such aggrieved person having a substantial interest knows or should have known the facts giving rise thereto.

Any actual or prospective Proposer who is aggrieved in connection with the Solicitation or proposed award of a contract which does not exceed the amount of the award authority of the Purchasing Manager, may protest to the Senior Executive of Finance and Strategic Planning. The protest shall be submitted in writing within three working days from the time the recommendation for award is made to the Senior Executive of Finance and Strategic Planning.

Any actual or prospective Proposer who is aggrieved in connection with the Solicitation or proposed award of a purchase order based on verbal quotation may protest to the Purchasing Manager anytime during the procurement process, up to the time of the award of the purchase order, but not after such time.

The Senior Executive of Finance and Strategic Planning shall have the authority to settle and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract.

If the protest is not resolved by mutual agreement, the Senior Executive of Finance and Strategic Planning shall promptly issue a decision in writing, after consulting with the CCSO General Counsel. The decision shall:

State the reasons for the action taken and inform the protestant of his right to administrative review.

A copy of this decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

In the event of a timely protest under this section, the CCSO shall not proceed further with the solicitation or with the award of this contract until a written determination is made by the Senior Executive of Finance and Strategic Planning and approved by the CCSO General Counsel or a written determination is made that the award of the contract must be made without delay in order to protect the substantial interest of the CCSO.

All protests under this section made by the aggrieved Proposer, or its duly authorized agent or attorney, shall be made by a Proposer who has standing to maintain a protest under Florida case law, shall be in writing, be timely made under this Code, and briefly state the facts and arguments upon which the protest is made. Such notices, to be deemed timely, must be received by the Purchasing Section to the attention of the Purchasing Manager within the time stated. The institution and filing of a protest under this Code is an administrative remedy that should be employed prior to the institution and filing of any civil action against the CCSO concerning the subject matter of the protest.

Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 – Contract Type

This contract is based on a negotiated commission schedule payable to the Clay County Sheriff's Office for authorized services or deliverables.

3.02 – Contract Approval

This RFP does not, by itself, obligate the CCSO. The CCSO's obligation will commence when the contract is approved by the Sheriff. Upon written notice to the Contractor, the CCSO may set a different starting date for the contract. The CCSO will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by the CCSO.

3.03 – Standard Contract Provisions

The Contractor will be required to sign a contract and comply with the contract provisions established as a result of this proposal. No alteration of these provisions will be permitted without prior written approval from the CCSO General Counsel. Objections to any of the provisions in Appendix A must be set out in the Proposer's Proposal.

3.04 – Proposal as a Part of the Contract

Part or all of this RFP and the successful Proposal may be incorporated into the contract.

3.05 – Additional Terms and Conditions

The CCSO reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

3.06 – Insurance Requirements

The Supplier/Contractor shall maintain in effect during the time period of this contract, "Adequate Insurance Coverages" as required by federal, state and local laws, regulations and ordinances as further detailed under Attachment A of this RFP. Such coverage shall be provided by companies approved by the CCSO. Supplier/Contractor shall not commence or continue work under this contract until evidence of "Adequate Coverage" has been provided to and approved by the Purchasing Manager. In addition, in the event that Supplier/Contractor does commence or continue work during any period where "Adequate Insurance Coverage" is not in force, charges assessed to the CCSO for uninsured independent Suppliers/Contractors will be back charged to the Supplier/Contractor.

Should any of the required policies be canceled or undergo material change before the expiration date, the issuing insurance company will mail sixty (60) days written notice to: CCSO Legal Office, Clay County Sheriff's Office, 901 North Orange Avenue, Green Cove Springs, FL 32043.

3.07 – Indemnity

The Contractor covenants and agrees to indemnify and hold harmless the CCSO, and to defend it from all cost, expenses, damages, attorney's fees, injury or loss, to which the CCSO may be subjected by any person, company, corporation or organization by reason of any wrong doing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agent or assigns.

3.08 – Contract Funding

Approval or continuation of a contract resulting from this is contingent upon funding appropriations from the Clay County Board of County Commissioners.

3.09 – Proposed Payment Procedures

The CCSO will make payments based on a negotiated payment schedule.

3.10 – Contract Payment and Commission Accountability

A copy of the current rates shall be on file with the CCSO. The CCSO must be notified, in writing, of any proposed increase or decreases in the rates charged. The CCSO must approve increases or decrease in rate(s) prior to any change. The Contractor shall charge calling rates in accordance with the latest FCC Order.

Any charge expenses which are not approved by the CCSO in writing in advance of the charge shall be grounds for termination of the contract.

The commission offered shall be based on total gross revenues with no deductions for fraud, bad debt, uncollectible calls, or unbillable calls. No deduction shall be made for any cost to provide or maintain the service described. Any deductions applied which are not approved by the CCSO in writing, in advance of the deduction, shall be grounds for termination of the contract, except for taxes, tax-like surcharges, or regulatory required fees.

Commissions will be paid on all call types and services.

Commissions shall be paid monthly by the 15th calendar day.

The Contractor shall be the responsible party for billing and collections.

The contract shall be responsible for all fraudulent billing, unbillable and uncollectible calls.

The Contractor shall assume the responsible for all monthly line fess associated with the inmate phone system.

Proposer shall state a proposed guaranteed commission which will be payable to the Clay County Sheriff's Office in an amount based on monthly call volume. Such commission rate shall consist of two components: 1) a minimum dollar; and 2) a percentage of gross revenues commission rate. Both will remain fixed during the contract term. The monthly commission will be determined by applying the percentage rate to gross revenues with the provision that the amount will not be less than the guaranteed minimum.

The CCSO is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.11 – Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the CCSO. If performed, the scope of the debriefing will be limited to the work performed by the Contractor.

3.12 – Change in Company Ownership

Any change in ownership of the Contractor's company must be approved, in advance and in writing by the CCSO. Changes of this nature not approved by CCSO may be grounds for the CCSO to terminate the contract.

3.13 – Inspection & Modification - Reimbursement for Unacceptable Deliverables

The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the CCSO. The CCSO may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the CCSO determine that corrections or modifications are necessary in order to accomplish its intent the CCSO may direct the Contractor to make such changes. The Contractor will not unreasonably withhold such changes.

Substantial failure of the Contractor to perform the contract may cause the CCSO to terminate the contract. In this event, the CCSO may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14 – Contract Termination

The Clay County Sheriff's Office may terminate the contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this document.

- (a) The Clay County Sheriff's Office shall provide the Contractor with thirty (30) days notice of conditions endangering performance. (A lesser number of days may be specified and enforced if required by an outside agency.) If, after such notice the Contractor

fails to remedy the condition contained in the notice, the Clay County Sheriff's Office shall issue an immediate stop work order.

- (b) Should the above condition occur, the Clay County Sheriff's Office shall only be obligated to reimburse the Contractor for services rendered prior to the date of termination, less non-performance liquidated damages.
- (c) Notwithstanding any other provision, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming through failure of the Clay County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided; the Clay County Sheriff's Office has the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.
- (d) With the mutual agreement of the Clay County Sheriff's Office and the Contractor upon receipt and acceptance of not less than sixty (60) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party. This clause does not restrict the CCSO's termination rights under the contract provisions.

3.15 – Contract Changes - Unanticipated Amendments

During the course of the contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the CCSO will provide the Contractor a written description of the additional work and request the Contractor to submit a company time schedule for accomplishing the additional work and a company price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The Contractor will not commence additional work until the CCSO has secured any required CCSO approvals necessary for the amendment and issued a written contract amendment, approved by the Sheriff, the Undersheriff, or the Senior Executive of Finance and Strategic Planning.

3.16 – Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SECTION FOUR BACKGROUND INFORMATION

4.01 – CCSO Background Information

Clay County encompasses a 601 square mile suburban/rural county in Northeast Florida and contains the communities of Orange Park, Middleburg, Green Cove Springs, Fleming Island, Penney Farms, Clay Hill, Oakleaf Plantation, and Keystone Heights with a population of 203,967 (78,478 households). It is bordered to the north by Jacksonville and is part of the Jacksonville MSA which has a major influence on the county. Clay County has a council-manager form of government.

The Clay County Sheriff is one of 5 constitutional officers in Clay County. The others are Clerk of Court, Property Appraiser, Tax Collector, and Supervisor of Elections.

The CCSO has a total of approximately 565 full time and 72 part time employees. The full time positions consist of 276 law enforcement deputies, 106 detention deputies, and 183 civilians.

The Detention Facility has an in-house capacity of approximately 480 beds and routinely houses over 400 inmates.

4.02 – CCSO Jail Facility Telephone Statistics

For the period of November 20, 2017 through November 15, 2018, the Detention Facility's call type, volume, and averages were:

	IntraLata	InterLata	International
Number of calls per year	145,227	20,403	158
Duration of calls per year (in minutes)	301,478	318,409	1,516
Avg. number of calls per month:	12,102	1,700	13.17
Avg duration of calls per month (in minutes)	25,123	26,534	126.34
Avg duration of each call (in minutes):	2.08	15.61	9.59

The Average Monthly Commission from November 2017 through November 2018 was \$19,800.

SECTION FIVE SCOPE OF WORK

5.01 – General Provisions

Contractor's shall be financially responsible for providing and maintaining a turn-key inmate telephone system during the duration of the contract. The Contractor's provision of a turn-key inmate telephone system includes, but is not limited to, providing all telephone services to the inmates utilizing the Contractor's installed telephones in accordance with those requirements and provisions set forth in this RFP.

The Contractor shall agree to pay all initial set-up charges and any other start-up charges incurred to convert or replace the existing service(s) and equipment.

The installation and service shall be available to commence beginning on the first day of the signed agreement.

The Contractor must comply with all applicable county, state and federal law and regulations regarding licensing and certification, and submit documentation of such if requested by the Clay County Sheriff's Office. The Contractor shall charge calling rates in accordance with the latest FCC Order.

The Clay County Sheriff's Office will not bear responsibility for unbillable or uncorrectable calls. Nor shall any revenues be deducted from the Sheriff's Office commission for such calls. The Contractor shall bear sole responsibility for collection on all calls.

5.02 – Schedule

Within five (5) calendar days after the award notification, the Contractor shall submit to the designated Project Manager for review and acceptance, a preliminary progress schedule for the preparation of and implementation of installation to include final cleanup of premises. The schedule shall include, start and completion dates of the various stages of work, and a preliminary schedule of submittals to be provided. The installation(s) shall be coordinated to minimize the disruption of Sheriff's Office personnel and the inmate population. The preliminary schedule shall be superseded by final schedules agreed upon with the Project Manager.

5.03 – Locations and Estimated Quantities

All services shall be provided at the Clay County Jail Facility. Currently, the Clay County Jail Facility has 62 Corded and 7 Cordless Inmate telephone system phones. The location and number of telephones could change during the course of the Contract. The Sheriff's Office shall receive the same or like commissions from any newly added inmate telephone systems or telephone(s).

5.04 – Qualifications of Contractors

All Contractors must provide evidence that they are presently authorized to provide services being offered and that they have the experience, manpower and financial

resources to install and provide follow-up services for all of the proposed equipment and services. All Contractors must be able to demonstrate their ability to provide and properly install an inmate telephone system, along with the necessary ancillary devices and equipment with technicians capable of satisfying the demands of this facility. The Contractor must have conducted business in the Florida area for a minimum of three (3) years. Proposals must include a description of the Contractors Company, a copy of the latest financial statement and/or annual report or recent SEC Form 10-K report must be provided.

The Contractor shall provide a list of the trained and experienced personnel who have installed and maintained similar types of equipment with the same technology being proposed for the facility. Contractors shall provide a list of every inmate telephone customer for the last five years, to include customers name, address, telephone number, contact name, and the number and type of telephones in service. Customers on this list will be contacted to verify the Contractor's ability to provide satisfactory installation and maintenance. If for any reason your company has failed to complete the full term on an Inmate Telephone Contract, you must describe in full detail the reason for the failure to complete the contract. IT IS NOT ACCEPTABLE FOR CONTRACTORS TO RESPOND THAT CUSTOMER REFERENCES ARE PROPRIETARY INFORMATION. FAILURE TO PROVIDE THIS INFORMATION MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

At the time the proposal is submitted, the Contractor shall have an established service center located no more than a two (2) hour drive from all Sheriff's Office locations. The address and telephone number of the service center shall be provided with your proposal. This service center shall house a complete supply of the manufacturer's suggested spare parts for the inmate telephone system telephones being offered and maintained under this agreement. Due to the nature of service the Sheriff's Office provides, the Contractor must show evidence that, if required, they can respond to emergency service problems, by a technician within two (2) hours notice on a 24 hour per day basis, seven (7) days per week. Non-emergency response time of eight (8) hours for all other routine inmate telephone system telephone repair or replacement problems shall be sufficient. Emergency service shall be considered a request for service that, if not accomplished, would leave the telephone or part(s) of the system inoperable for more than two hours.

Contractors shall list all litigation between the Contractor and any customer, with whom the Contractor has had a contract for installation of or service for telephone equipment within the past three (3) years. If there are more than five (5) such lawsuits, list only the five (5) most recent lawsuits.

5.05 – Telephone Equipment Room/Other Requirements

The Contractor shall carefully inspect the telephone equipment room and the wiring for the inmate telephone system located in this facility before installation takes place. The Contractor shall specify in writing any space, electrical or environmental modifications necessary to accommodate the telephones and ancillary equipment, otherwise the telephone equipment room, wiring will be considered proper and adequate for the intended equipment. Any additional requirements not indicated in the Contractor's response will not be at the Sheriff's Office expense. If alterations to the telephone equipment room or wiring

are required, then the Contractor shall provide drawings and details for the alterations needed. Standard specification sheets and sample drawings from the Contractor will not be adequate.

5.06 – Contractor Responsibilities

The Contractor understands and agrees to be solely responsible for all equipment and/or services that the Contractor proposes. Notwithstanding the details presented herein and throughout Section 5 of this RFP, it is the responsibility of the Contractor to verify the completeness of the equipment and labor required and their suitability to meet the desired services.

The Contractor shall be responsible for scheduling the installation to include gaining access to the buildings, wiring closets and equipment rooms.

The Contractor shall have total responsibility to ensure a turn key operational inmate telephone system to be provided, including filing for all licenses and permits and the interface with network services and facilities when required.

The Contractor shall be responsible for identifying and resolving any interface requirements with the local, intra-lata, inter-lata and operator services in providing network service and facilities and any cost that may be necessary to connect and satisfactorily operate the inmate telephone system telephones proposed and installed by the Contractor.

The Contractor shall be responsible for the cost of interfacing the Jail Management System with the inmate telephone system to ensure the automatic opening and closing of the accounts along with keeping up with the inmates current location within the facility.

The Contractor shall provide a local or toll-free telephone number, staffed 24 hours a day, to be used for reporting maintenance requests. The Contractor shall respond to an emergency request for maintenance within two (2) hours of notification, with repairs being completed within twenty-four (24) hours of notification. Maintenance response shall be defined as a technician qualified to perform necessary repairs or clearing of the problem on or off site until the problem is resolved.

5.07 – Liquidated Damages

Failure to complete repairs within the stated time may result in a request for liquidated damages of \$50.00 per affected telephone per day, or any portion thereof, until repairs are completed. Failure to respond within two (2) hours of notification for emergency repairs shall result in a liquidated damage assessment of \$1,000.00 per occurrence.

5.08 – Project Completion

The Contractor shall be responsible for cleaning up the worksite as well as providing training to CCSO staff once the project is accepted as complete.

5.08.1 – Clean Up

Following the completion of any work, the Contractor or their Subcontractors shall

reconnect all utilities or appliances removed in the course of work, and replace all furniture or fixtures moved during the performance of the project. Debris and rubbish caused by the work shall be removed and the premises left clean. If the existing telephone equipment is now installed in the exact location where the new telephone equipment will be mounted, then the existing equipment (if not reused) must be carefully removed and accumulated in an orderly fashion, placed in cartons and safely stored at the direction of the Sheriff's Office.

5.08.2 – Training

1. The Contractor shall provide training to familiarize all facility personnel with the operation of the inmate telephone system and all auxiliary services at no cost to the Sheriff's Office. An outline of your training program shall be provided with your request for proposal response.
2. The Contractor shall provide user manuals for their platform to the CCSO in sufficient number as deemed necessary by the CCSO Project Manager.
3. The CCSO Project Manager is the Chief of Detention Administration.

5.09 – System Requirements and Value Added Services

The Contractor shall provide proposals for Inmate Telephone System (ITS) Options. The options shall include at least all of the features and functionality as identified below:

5.09.1 – Features/Functionality

1. ITS must ensure that all operational features and system requirements provided must be applicable to all calls placed through the system, including local and long distance calling.
2. ITS must provide one-way, out-going service only.
3. ITS must provide collect, station-to-station calling, and person-to-person calling.
4. ITS must prohibit direct-dialed calls of any type.
5. ITS must prohibit access to "411" information service.
6. ITS must prohibit access to 800 and 900 type services.
7. ITS must prohibit access to multiple long distance carriers via 900, 950, 800 and
8. A call acceptance by the called party must be accomplished through caller confirmation (positive acceptance).
9. During the call set up process the ITS must provide a pre-recorded announcement identifying that the collect call is coming from an inmate at the Clay County Jail. The answering party must hear this recording.

10. Four (4) Telephone Devices for the Deaf (TDD) telephone service must be provided, and compatible with the ITS (See Section 6).
11. ITS must be able to be shutdown quickly and selectively.
12. The Clay County Sheriffs Office must be able to shutdown the ITS by cut-off switches at several locations:
 - at demarcation location - total institution telephones,
 - by central control center - select telephones; and,
 - by select housing units - control center; and
 - by selected phones
13. ITS must be capable of providing dial tone to all inmate telephones at the same time and one central office line per inmate telephone.
14. ITS must be able to process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. The called party must likewise be able to select the preferred language.
15. ITS should, upon request by a qualified entity, provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers, and for billing purposes. The following reports should be available for monitoring and billing purposes:
16. Monitoring reports that can be provided or sorted by any or all of the following criteria:
 - Daily Statistical reports
 - Originating number
 - Terminating number
 - Date of call
 - Time of day
 - Length of call.
 - Call block statistical report
17. Billing reports that can be provided or sorted by any or all of the following criteria:
 - Call Detail report
 - Amount charged per call
 - Gross revenue
 - Daily Statistics
 - Monthly Statistics
 - Called party/number accepting report
 - Fraud/velocity report
 - Total Calls
 - Calls by Date

- Time of Day
 - Length of a Call
18. ITS should also provide the ability to customize reports.
 19. ITS shall prevent any inmate telephone from receiving any incoming calls. The Contractor must agree that no inmate telephone shall be capable of receiving an incoming call and the Contractor must work with the local telephone companies to ensure such control.
 20. The Contractor must provide telephone reception quality at least equal to the toll quality offered to the general public and must meet telecommunication industry standards for service quality. The Contractor must accept the Sheriff's Office decision regarding whether the reception quality meets industry quality standards.
 21. ITS must be able to take an individual station out of service without affecting other units.
 22. ITS must have the capability to restrict phone calls of the individual user to his/her location.
 23. ITS must have a fraud prevention feature such as one that will be able to randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call. The inmate must not be able to interfere with these announcements.
 24. ITS must have the ability to set limits on the length of call an inmate can make.
 25. ITS must be able to identify and block simultaneous use of a pin number.
 26. The Contractor must have the ability to perform remote diagnostics to the ITS to determine if the problem is with the telephone unit or with the telephone line.
 27. ITS must detect the called party's attempt to access 3-way and conference calling at any time during the call and immediately following the connection of the call. The feature must function regardless of where the called party is located (local calls, calls within the Local Access Transport Area {intraLATA}, calls outside the Local Access Transport Area {interLATA} and interstate calls). If detected, the call must be terminated before connection to the third party, or if during the call, as soon as the transfer or conference is detected.
 28. The Contractor must subscribe to the Local Exchange Carrier Line Information Data Base screening database. The Contractor must query this database for each inmate call and process only those calls which do not have Billed Number Screening (BNS).
 29. ITS should be capable of informing the called party of their account accumulated (30) day balance prior to acceptance of each call. This balance should be to the next rounded minute.

30. The Contractor should be able to keep the Sheriff's Office up to date on customer and technical support issues through email notification. This email should be included as part of the ITS.
31. ITS shall be remotely accessible from any TCP/IP connections by multiple operators, simultaneously. This should include laptop users. The Contractor shall provide all software necessary for accessing the system via a Windows based operating system.
32. ITS must be interfaced with the current commissary software and be able for inmates to telephone in orders for commissary product.
33. ITS must be interfaced with current JMS system and use its data to open and close accounts, i.e. Name demographics, name id number used for ITS account number, current cell locations, ITS must open an account on new bookings and deactivate the account when the inmate is released.
34. ITS must be able to provide video visitation abilities.

5.09.2 – Equipment Requirements

1. Telephone equipment must be powered by the telephone line and require no additional power source. A power source will be available at the demarcation location.
2. The inmate telephone must have all of the following physical and design characteristics:
 - A chrome plated Dual Tone Multi-Frequency (DTMF) dial that is water, flame and shock resistant;
 - Hearing aid compatible;
 - A steel housing that protects the electronic components of the telephone;
 - Paint/finish is mar and scratch resistant;
 - Operating ease with concise instructions on the faceplate;
 - Industry standard design;
 - An armored handset cord that is resistant to stretching and breaking;
 - Tamper proof housing;
 - Floating case hardened metal plate to prevent side drilling entry;
 - Installation reinforced by security studs to prevent easy removal of telephone.
3. The Contractor or the sub-Contractors will cooperate with the Clay County Sheriff's Office when investigating fraudulent use and/or suspected criminal activity of the ITS by inmates.
4. The Contractor shall provide a monthly report on all maintenance issues submitted along with current status and/or conclusion of the reported problems.
5. Video visitation must be built into inmate phone system.

5.09.3 – Calling Protocols

ITS must be capable of denying certain telephone numbers from inmate dialing.

1. Each call placed through the ITS must be identified by the ITS as being a call originating from the Clay County Jail Facility in 100% of the cases.
2. Each call, having been identified as being placed through the Contractor's ITS, must be delivered to the called party as a collect call.
3. The inmate's call must be muted during the conversation between the service and the party called, or until the collect call has been accepted.
4. If a call is not accepted by the party called, or if no one answers the call, the Contractor's service must so inform the inmate of the situation and not simply disconnect the call.
5. In all circumstances, the service must limit the inmate to a single call request. The service must always require the inmate to disconnect and initiate another call.
6. The ITS must advise the caller by recorded message when the call is denied due to excessive billing.

5.09.4 – American with Disabilities Act (ADA)

The Contractor must also provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to providing telephones which are accessible to persons in wheelchairs and proposing systems that are compatible with Telephone Devices for the Deaf (TDD) that are commercially available at the Proposal Due Date. A minimum of four TDD telephones must be in operation.

5.09.5 – Monitoring and Recording Requirements

ITS must be capable of permitting monitoring and recording of specific calls from any telephone within the ITS and other select telephones outside the facility as authorized by the Sheriff unless there are specific attorney-client restrictions. The ITS must have the ability to exclude those numbers with attorney client privilege or others numbers as directed by Clay County Sheriff's Office.

1. All equipment to perform monitoring and recording must be located within the Clay County Jail where the inmate call originates, unless authorized by the Clay County Sheriff.
2. At a minimum, playback of recordings must be able to be done from the Investigator's Office, Clay County Sheriffs Office. The recording and monitoring medium must be physically located in the area designated by the Clay County Sheriff.
3. Recording at each institution should be able to be done on at least 20 telephones

simultaneously.

4. The monitoring and recording of calls must be selectively programmable by one or all of the following:
 - Cell Block
 - Start and Stop Time and Date of Call
 - Called Number
 - Number of origin
5. ITS must be capable of showing "real time" call activity on a personal computer. This activity must be detailed by date of call, start time of call, stop time of call, originating telephone number and called number.
6. ITS must allow the manual set up of the monitoring and recording connection on an as needed basis from the Contractor provided PC located where deemed necessary by the Sheriff.
7. ITS must have the capability of automatically calling and alerting personnel when a specific number or numbers are dialed.
8. ITS must have the capability to record automatically and permit live monitoring of all calls.
9. ITS should have the ability to select a particular telephone for recording or monitoring while a call is in progress.
10. ITS shall be expandable and modular in design in the event the Sheriff chooses to utilize comprehensive call recording at a later date.
11. ITS must maintain phone recordings at a minimum of 180 days and a maximum of one (1) year.
12. ITS shall provide for simultaneous playback and recording of conversations. It is mandatory that the playback of any selected channel must be accomplished while continuing to record all input channels.
13. ITS shall provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be via modem by service center personnel and shall provide failure reports, service history and other diagnostic reports.
14. ITS shall provide the capability to re-record the conversations to digital media with the ability to play on any type of software.
15. ITS must have the capability to download/export phone recordings to play on any type of software or digital media.

16. Time and date entries for each recorded conversation must be displayed on a per channel basis. ITS must display all conversations in chronological order to facilitate research and playback.
17. In the event of a power failure, the Contractor must provide an uninterrupted power supply source for a period of a least ten minutes. This is to ensure there is no loss of recordings or "real time" call data.

5.10 – Contractor Maintenance

The Contractor must provide the necessary labor, parts, materials, and transportation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's Contractor Requirements throughout the life of the contract. No charge shall be made to the Clay County Sheriff's Office for maintenance of the ITS.

5.11 – New Installation

Install new ITS phones in all areas that are capable of providing video visitation. Currently, there are 62 corded phones and seven (7) cordless phone within the Clay County Jail Facility.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 – Proposal Format and Content

The CCSO discourages overly lengthy and costly Proposals, however, in order for the CCSO to evaluate Proposals fairly and completely, Proposers must follow the format set out in this RFP and provide all information requested.

6.02 – Introduction

Proposals must include the complete name and address of Proposer's company and the name, mailing address, and telephone number of the person the CCSO should contact regarding the Proposal.

Proposals must confirm that the Proposer will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. Proof of such binding authority shall be furnished as part of the Proposal. A Proposer's failure to include these items in the Proposals may cause the Proposal to be determined to be non-responsive and the Proposal may be rejected.

6.03 – Understanding of the Project

Proposers must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. Statements should reflect list of work activities as listed in Section 5 of this RFP.

6.04 – Video Visitation System

Proposers must clearly detail the available options for providing video visitation services. The CCSO prefers all-in-one systems for providing video visitation, calling, and related services. However, the Proposer may detail all available options or services they can provide.

6.05 – Methodology and Management Plan for the Project

Proposers must provide comprehensive narrative statements that set out the methodology and management plan they intend to follow and illustrate how they serve to accomplish the work and meet the CCSO's project schedule.

6.06 – Experience and Qualifications

Proposers must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Proposers must provide information on the company's personnel that identifies each person who will actually work on the contract. The information will include their name, title,

resume, licensure, length of time with the company, location(s) where the requested services will be performed and other relevant experience related to the skills necessary to meet the requirements of this proposal. Further, the Proposer must list the itemized hourly rate for each position named above as well as the equipment that will be used to complete the requested services.

6.07 – Cost Proposal

Proposers are to submit the Cost/Fee Schedule form located in the attached forms section at the end of this document. Proposers are also requested to list any additional cost not specifically addressed in the Cost/Fee Schedule form.

6.08 – Evaluation Criteria

All Proposals will be reviewed to determine if they are responsive. It is determined that in the best interest of The Clay County Sheriff's Office when awarding the bid for service(s) for this RFP, the awarded Contractor must have a proven record in the specified fields of service. This being the case, the low Proposer will not necessarily be awarded the bid. Consideration will be given to reputation, experience, and ability to comply with time constraints of this RFP, consistent with the evaluation criteria set out in Section Seven.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Proposer.

A Proposal shall be evaluated to determine whether the Proposer responds to the provisions, including goals and financial incentives, established in the request for Proposals in order to eliminate and prevent discrimination in CCSO contracting without regard to race, creed, color, sex, religion, age, national origin, disability, marital status, citizenship status or any other category protected by federal, state or local statute or code.

6.08.1 - Technical Qualifications:

- (a) Evaluate the Contractor's ability based on experience, equipment and qualifications of key staff members and the Contractor's record with regard to this type of work, particularly in Clay County and in Florida.

6.08.2 - Written Proposal Evaluation:

- (a) Evaluate the Contractor's understanding of proposed services to be undertaken as addressed in the RFP. Assess how effectively the requirements for services will be addressed and assess the capabilities of the Contractor to match the scope and requirements of the RFP.

6.08.3 - Other Factors:

Other factors to be considered, but not limited to, are:

- (a) The ability, capacity and skill of the Proposer to perform the contract;
- (b) Whether the Proposer can perform the contract within the time specified, without delay or interference;
- (c) The character and integrity, reputation, judgment, experience and efficiency of the Proposer;
- (d) The quality of performance of previous contracts by the Proposer;
- (e) Compliance by the Proposer with requirements of the request for proposal;
- (f) Previous and existing compliance by the Proposer with laws and ordinances relating to the contract;
- (g) The solvency of the financial resources of the Proposer to perform the contract or to provide the service;
- (h) The quality, availability and adaptability of the Proposer's services to the particular use required;
- (i) The ability of the Proposer to provide future service;
- (j) The number and scope of conditions attached to the bid or proposal by the Proposer.

**SECTION SEVEN
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100**

7.01 – Understanding of the Project (5%)

Proposals will be evaluated against the questions set out below:

- (a) Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project, including the deliverables expected by CCSO?
- (b) How well has the Proposer identified pertinent issues and potential problems related to the project?

7.02 – Video Visitation System (15%)

Proposals will be evaluated against the questions set out below:

- (a) Vendors who propose and can provide a fully integrated kiosk system will receive 15 points.
- (b) Vendors who propose a hybrid system of a kiosk and tablet will receive 10 points.
- (c) Vendors who propose a video visitation system based solely on tablets will receive 5 points.

7.03 – Methodology & Management Plan for the Project (5%)

Proposals will be evaluated against the questions set out below:

- (a) Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- (b) Does the methodology match and achieve the objectives set out in the RFP?
- (c) Does the methodology interface with the time schedule in the Proposal?
- (d) How well does the management plan support all of the project requirements and logically lead to the deliverables/tasks required in the RFP?
- (e) Is the organization of the project team clear?
- (f) How well is accountability, lines of authority, and communication completely and clearly defined?

- (g) To what extent does the Proposer already have the hardware, software, equipment, and licenses necessary to perform the contract?
- (h) Does it appear that Proposer can meet the schedule set out in the RFP or has the Proposer provided a timeline to ensure project completion by the deadline?
- (i) Has the Proposer gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- (g) Does the proposer offer products or has the proposer identified services which fit the future goals of the requesting Department?
- (h) How well have any potential problems been identified and resolved?
- (i) Is the Proposal submitted responsive to any/all equipment requirements in the RFP?

7.04 – Experience and Qualifications (10%)

Proposals will be evaluated against the questions set out below:

Questions regarding personnel:

- (a) Do the individuals assigned to the project have experience on similar projects?
- (b) How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the company:

- (c) How well has the company demonstrated experience in completing projects on time and within budget?
- (d) How successful is the general history of the company regarding timely and successful completion of projects?
- (e) Has the company provided letters of reference from previous clients or contacts?
- (f) If a Subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Proposer?

7.05 – Contract Cost (65%)

Overall, 65% of the total evaluation points will be assigned to cost.

The lowest cost Proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other Proposals will be determined through the method set out in Section 2.11.

APPENDIX A: FORMS

1. W-9 Form, First Page
2. Form 2 - RFP Authorized Signature
3. Proposal Submittal Form
4. Qualifications Statement Form
5. Non-Collusive Affidavit
6. Public Entity Crimes Statement Form
7. Drug Free Workplace Form
8. Indemnification/Hold Harmless Form
9. Insurance Requirements
10. Reference List Form
11. Cost/Fee Schedule

<p>Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
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Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

FORM 2

REQUEST FOR PROPOSAL AUTHORIZED SIGNATURE

The undersigned person, by the undersigned's authorized signature affixed hereon, warrants that:

1. The undersigned is an authorized representative of the Contractor's company and the enclosed Proposal is submitted on behalf of the Consulting Contractor company.
2. The undersigned has carefully reviewed all the materials and data provided on the Contractor company's Proposal on behalf of the company, and, after specific inquiry, believes all the material and data to be true and correct.
3. The Proposal offered by the Contractor's company is in full compliance with the Request for Proposal requirements set forth in this Request for Proposal.
4. The Contractor's company authorizes the CCSO, its staff or consultants to contact any of the references provided in the Proposal and specifically authorizes such references to release either orally, or in writing, any appropriate data with respect to the Consulting Contractor's company offering this Proposal.
5. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions as set forth in this Request for Proposal.
6. If this Proposal is accepted, contracts will be issued as negotiated in a format acceptable to the CCSO in form and content.
7. Each Proposal submitted by the Proposer shall contain this form with the **original** signature of authorized representative.

Name of Company

Signature of Authorized Representative

Type or Printed Name of Authorized Representative

_____ Title _____ Date

PROPOSAL SUBMITTAL FORM

Company Name

Telephone

Home Office Address

City, State & Zip

Address: Office Servicing Clay County, other than above

Name/Title of CCSO Representative
Telephone

Fax Number

Email Address

The undersigned attests to his/her authority to submit this Proposal and to bind the Contractor herein named to perform as per contract, if the Contractor is awarded a Contract by the CCSO.

The undersigned further certifies that he/she has read the Request for Qualifications, Terms and Conditions, Insurance Requirements and all other documentation relating to this request and this Proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Signature

Date

Proposal Submittal Form - THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

QUALIFICATIONS STATEMENT FORM

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: Clay County Sheriff's Office
Purchasing Manager
901 North Orange Avenue
Green Cove Springs, FL 32043

CHECK ONE:
 Corporation
 Partnership
 Individual
 Joint Venture
 Other

SUBMITTED BY:
NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is:

The address of the principal place of business is:

If the Proposer is a corporation, answer the following:

a. Date of Incorporation:

b. State of Incorporation:

c. President's Name:

d. Vice President's Name:

e. Secretary's Name:

f. Treasurer's Name:

g. Name and address of Resident Agent:

If Proposer is an individual or partnership, answer the following:

a. Date of Organization:

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership:

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

If Proposer is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name?

Under what other former names has your organization operated?

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print, stamp, or type as commissioned)

____ Personally known to me, or ____ Produced Identification: _____ **DID** take an oath, or **DID NOT** take an oath
Qualifications Statement Form - THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, company, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, company, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, stamp, or type as commissioned)

__Personally known to me, or __Produced Identification: _____ DID take an oath, or DID NOT take an oath.

PUBLIC ENTITY CRIMES STATEMENT FORM

A person or affiliate who has been placed on the State of Florida’s convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in 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, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, _____, being an authorized representative of the
company of

_____, located at City: _____

State: _____ Zip: _____, have read and understand the contents of the
Public Entity Crime Information and of this formal RFP package, hereby submit our Proposal
accordingly.

Signature: _____

Date: _____

Phone: _____

Fax: _____

Federal ID#: _____

DRUG FREE WORKPLACE FORM

Preference shall be given to business with drug-free workplace programs. Whenever two or more Proposals, which are equal with qualifications and service, are received by the CCSO for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your company 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 action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any 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 an RFP, a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea 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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this company complies fully with the above requirements.

Concur _____ Variance _____

Date

Contractor's Signature

INDEMNIFICATION/HOLD HARMLESS FORM

The elected company shall (if required by CCSO) defend, indemnify and hold the CCSO, the CCSO's representatives or agents, and the officers, directors, agents, employees, and assign of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected company, its Sub-Contractors and their officers, directors, agents or employees; any failure of the elected company to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected company's representations as set forth in the Proposal or any other failure of the elected company to comply with the obligations on its part to be performed under this contract.

Concur _____ Variance _____

I, _____, being an authorized representative of the company of

_____ located at City _____

_____, State _____, Zip Code _____

Phone: _____ Fax: _____.

Having read and understood the contents above, hereby submit accordingly as of this

Date, _____, 20_____.

Please Print Name

Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature of for the contract period, whichever is longer.

INSURANCE REQUIREMENTS

The successful Proposer, upon being awarded the contract and before commencing any work, shall provide insurance and furnish the CCSO with a Certificate of Insurance as required by federal, state, and local guidelines and meeting the following minimum type and coverages:

Commercial General Liability including Products and Completed Operations, Personal and Advertising Injury, Fire Damage, and Medical Expense:

1. Each Occurrence \$1,000,000
2. General Aggregate \$1,000,000

Commercial Automobile Liability:

1. \$1,000,000 combined bodily injury/property damage
2. Minimum limits for all additional coverages as required by Florida Law

Workers Compensation as required by Florida Statutes.

Employers Liability

1. Each Accident \$100,000
2. Disease-Policy \$500,000
3. Disease-Each Employee \$100,000

Professional Liability:

1. Each Occurrence \$1,000,000

REFERENCE LIST FORM

Proposer shall submit as a part of the proposal package, business references with name of the business, address, contact person, and telephone number that have utilized the services being proposed to the CCSO. The CCSO reserves the right to contact any of the personnel of the references provided.

Name: _____ Name: _____

Address: _____ Address: _____

Contact: _____ Contact: _____

Telephone No.: (____) _____ Telephone No.: (____) _____

Name: _____ Name: _____

Address: _____ Address: _____

Contact: _____ Contact: _____

Telephone No.: (____) _____ Telephone No.: (____) _____

Name: _____

Address: _____

Contact: _____

Telephone No.: (____) _____

COST/FEE SCHEDULE

All proposers shall list a proposed guaranteed commission which will be payable to the CCSO in an amount based on monthly call volume. Such commission rate shall consist of two components: 1) a minimum dollar; and 2) a percentage of gross revenues commission rate. Both will remain fixed during the contract term. The monthly commission will be determined by applying the percentage rate to gross revenues with the provision that the amount will not be less than the guaranteed minimum.

I, the proposer, have completed the Commission Offer Form which is attached hereto and made a continuous part hereof.

Ancillary Fees, Administration, Account Fees, or Value Added Services

I, the proposer, request the CCSO's consideration of the following additional fees. Further, I affirm that no additional fees, unless listed below and specially incorporated into a future agreement between myself and the CCSO, shall be charged to the CCSO under a potential award. I further affirm that by completing this form I have fully disclosed all fees whether charged directly or by a Subcontractor, billing agent, or other third party who accepts payments on my behalf. I acknowledge that failure to accurately disclose a fee will be cause for disqualification or termination of award.

Description	Amount	Basis for Billing	Applicability

 Print Name and Title

 Signature and Date