

CLAY COUNTY SHERIFF'S OFFICE REQUEST FOR PROPOSAL

INMATE COMMUNICATION SERVICES RFP # 23-0002



Clay County Sheriff's Office
901 North Orange Avenue
P.O. Box 548
Green Cove Springs, FL 32043
(904) 529-6029
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Website: <http://www.claysheriff.com>
Date of Issue: January 04, 2024
Proposal Due Date: February 02, 2024

CLAY COUNTY SHERIFF'S OFFICE
REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN that the Clay County Sheriff's Office (CCSO) is requesting Proposals from qualified companies to provide the goods or services as described in Section Two (Scope of Work) of this Request for Proposal (RFP).

REQUEST FOR PROPOSAL (RFP) #: 23-0002

PROJECT NAME: Inmate Communication Services

PRE-PROPOSAL CONFERENCE: None

LOCATION: N/A

PROPOSAL DUE DATE & TIME: February 02,2024 @ 4:00pm.

PROPOSAL OPENING LOCATION: Clay County Sheriff's Office
1845 Town Center Blvd.
Fleming Island, FL 32003

Specifications and RFP documents are available by downloading a bid package from the Purchasing Section of the Clay County Sheriff's Office website at ([Resources/Purchasing](#)) or by requesting a package via email - contracts@claysheriff.com.

Interested Proposers shall deliver one (1) original Proposal and five (5) copies, in a sealed package marked and addressed as follows:

Request for Proposal (RFP) #: 23-0002
Project Name: Inmate Communication Services

Clay County Sheriff's Office
Attention: Contracts Analyst
901 North Orange Avenue
Green Cove Springs, FL 32043

The "Original" must be clearly marked as such and contain the original, non-electronic signature of an authorized representative of the Proposer.

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CALENDAR OF EVENTS

Listed below are the dates and times for actions associated with this Request for Proposal (RFP). This schedule represents the CCSO's best estimate of the schedule that will be followed. The CCSO, at its sole discretion, may delay the scheduled due dates if it is to the advantage of the CCSO to do so. If a component of this schedule is delayed, the rest of the schedule will be shifted by the same number of days, and an addendum will be issued identifying the new action, date, or time.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	January 04, 2024
Pre-Proposal Submittal Conference	January 17, 2024
Proposals Due	February 02, 2024
Committee Recommendation	February 16, 2024
Contract Awarded	March 01, 2024
Services Estimated Start Date	March 15, 2024

A pre-proposal conference is scheduled for 9:00am on February 17, 2024 at the CCSO Detention Facility located at 901 North Orange Avenue in Green Cove Springs, Florida. All interested parties are invited to attend.

DEFINED TERMS

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

Addenda - a written change to this solicitation.

Agreement - the written contract and all associated documents of this solicitation.

Bid - any offer(s) submitted in response to this Request for Proposal.

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

Modification - a written change to a Contract.

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

Proposer - any Vendor who has submitted a Bid in response to this RFP.

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

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

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

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

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

For purposes of this Request for Proposal the words "shall", "must", or "will" are equivalent and indicate a mandatory requirement or condition. The words "should" or "may", in this RFP, are equivalent and indicate desirable conditions, or requirements, but are permissive in nature.

SECTION ONE GENERAL INFORMATION

1.1 Introduction

A Request for Proposal identifies a potential need or requirement for contracted goods or services. Posting of the RFP on the CCSO's website as well as advertising in local newspapers constitutes a Notice of Intent to award an agreement.

The process the CCSO intends to use for this RFP, and the possible award of an Agreement, is described in the following pages. As a Constitutional Officer, the Sheriff is not subject to the provisions of Florida Statute 287.

1.2 Proposer Registration

Proposers who intend to submit a proposal must register receipt of this RFP with the Clay County Sheriff's Office to be placed on the notification list for any forthcoming addenda or other official communications regarding this RFP. Failure to register as a prospective Proposer may cause your Proposal to be rejected as non-responsive.

1.3 Authorized Officer

Proposals must be signed by an authorized officer and employee of the Vendor. The individual signing the Proposal shall have legal authority to bind the Vendor to a contract.

1.4 Proposal Deadline

Proposals must be received no later than the identified deadline. The date and time each package is received will be noted on the outside of the envelope. The CCSO assumes no responsibility for Proposals received after the deadline, or delivered to any office or location other than that specified herein. Late Proposals will be held unopened and will not be considered for review. Faxed or oral proposals will not be accepted.

1.5 Public Entity Crimes

Any firm or individual placed on the suspended vendor list pursuant to Florida Statute s. 287.1351 or placed on a disqualified vendor list pursuant to Statute s. 287.133 or s. 287.134 is immediately disqualified from providing a Proposal to provide any goods or services to the CCSO.

1.6 Inquiries and Addenda

- 1.6.1 All prospective Proposers, their agents, and/or associates are hereby instructed not to contact any CCSO member directly regarding this RFP or their Proposal at any time prior to final Proposal evaluation by the CCSO.

All inquiries regarding this RFP, submitted Proposals, evaluations, and/or the Vendor selection process shall be in writing and sent by email to contracts@claysheriff.com.

- 1.6.2 If a Proposer should have any questions regarding the specifications or information provided in this RFP they are to submit written inquiries to The Clay County Sheriff's Office, attn.: Contracts, 901 North Orange Avenue, Green Cove Springs, FL 32043, or by email to contracts@claysheriff.com no later than five (5) business days prior to the Proposal due date. Failure to comply with this condition shall result in the Proposer waiving their right to dispute the specifications and information provided.
- 1.6.3 All questions submitted by Proposers will be addressed by addenda and provided to each Proposer who has registered with the CCSO as having obtained a copy of this RFP. The addenda will incorporate the clarification or change, and, if necessary, a new due date and time for Proposals. It is the Proposer's responsibility to make contact with the CCSO to determine if any addenda have been issued.

1.7 Methodology & Management Plan for the Project

Proposers must provide narrative statements that set out the methodology and management plan they intend to employ to complete the project and meet the project deadlines.

1.8 Alternate Proposals

This solicitation presents the CCSO's minimum requirements for this project. Proposals which deviate from the requirements may be delivered, providing that they are clearly identified as alternate Proposals and demonstrate that the project requirements are substantially improved or are not compromised or prejudiced by such deviations. CCSO reserves the right, at its sole discretion, to accept or reject these alternate Proposals.

1.9 Firm Proposal

Submission of a Proposal shall constitute an irrevocable offer, for a period of no less than ninety (90) days, to afford the CCSO adequate time to award an Agreement for the services specified in this RFP. Proposals may not be withdrawn or modified after the opening date and time.

1.10 Required Documents

Proposers are required to complete and submit with their Proposal, all forms and schedules attached as Appendix A.

1.11 Business License and Other Required Licenses

All Proposers must hold the professional licenses required by Florida Statute, if any, for the type of work to be performed. 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.

1.12 Insurance Requirements

The successful Proposer, upon being awarded an Agreement, shall obtain, and maintain for duration of the Agreement, insurance of the following minimum types and coverages; listing the "Clay County Sheriff's Office" as additionally insured. Certificates of Insurance (COI) and/or policy renewals are to be forwarded to contracts@claysheriff.com. Proof of coverage must be provided to CCSO prior to commencing project.

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 \$ 3,000,000

Workers Compensation as required by Florida Statutes.

Professional Liability:

1. Each Occurrence \$1,000,000

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 Contracts Analyst, Clay County Sheriff's Office, 901 North Orange Avenue, Green Cove Springs, FL 32043.

Failure of the Vendor to maintain adequate insurance will not relieve the Vendor of any contractual responsibilities or obligations; however, such failure shall be grounds for contract termination by CCSO.

1.13 Conflict of Interest

- 1.13.1 Each Proposal shall include a statement indicating whether or not the Proposer has a possible conflict of interest
- 1.13.2 The CCSO reserves the right to reject a proposal if any known interest could either give the appearance of a conflict or cause speculation as to the objectivity of the project.

1.14 Gratuities

Proposers are prohibited from making, and all CCSO employees are prohibited from accepting, any offer of payment, discount, rebate, gift, offer of employment, intangible or other benefit, which may be interpreted as a means to influence the outcome of Proposal evaluation or the award of an Agreement.

1.15 Subcontractors

Subcontractors may be used to perform work under the contract only as necessary. If a Proposer intends to use subcontractors, the Proposer must identify in their Proposal the names of the subcontractors and the portions of work the subcontractors will perform. Subcontractors shall adhere to all aspects of this Agreement and will be held to the same standards and expectations as the Vendor.

1.16 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.

1.17 Federal, State, and, Local Laws

- 1.17.1 Proposers are advised that all documents pertinent to this RFP are subject in full or in part to all legal requirements provided in applicable Clay County Ordinances, State Statutes, and Federal Regulations.
- 1.17.2 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, and (b) study and carefully correlate the Proposer's comments with the RFP documents; and notify the CCSO of all conflicts, errors and discrepancies, if any.
- 1.17.3 The Proposer, by 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 provided.

1.18 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.

1.19 Americans with Disabilities Act (ADA)

The CCSO complies with the ADA and, with proper notification, will make reasonable accommodations for those with disabilities to participate in this RFP.

1.20 Sales Tax

Proposals shall not include sales tax to be collected from the CCSO. The CCSO's sales tax exemption cannot be used by Proposers to purchase items, regardless of whether these items will be transferred to the CCSO.

1.21 Public Opening

As soon as possible after Proposal due date and time, the names of Proposers shall be read off at the CCSO and a date for Proposal opening and review will be established.

1.22 Disclosure of Proposal Contents

- 1.22.1 All Proposals and other material submitted for RFP shall be considered public records and as such, subject to the provisions of Florida State Statutes, Chapters 119 and 120. Proposals will not be considered public records and open to reasonable inspection until such time as Notice of Decision or Notice of Intended Decision has been issued, or within ten (10) days after the opening of Proposals, whichever is earlier.
- 1.22.2 Material designated as proprietary or confidential by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for confidentiality. The CCSO will not disclose or make public any part of a Proposal the Proposer has deemed to be "proprietary" or "confidential", subject to the following requirements:
- 1.22.3 Proprietary or confidential data shall be clearly marked and must be separated within the Proposal to facilitate eventual public inspection of the non-confidential portion of the Proposal.
- 1.22.4 Confidential data is normally restricted to confidential financial, physical or information security data 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

1.23 Protest of RFP Specifications or Requirements

Any protest concerning the bid specifications or requirements of this RFP 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 Proposal due date. Such protest must be made in writing to contracts@claysheriff.com and materially comply with Section 4.6.3 (a) – (f) of this RFP. Failure to timely protest bid specifications or RFP requirements is a waiver to protest the specifications or requirements in the future.

SECTION TWO SCOPE OF WORK

2.1 Purpose

The Clay County Sheriff’s Office is seeking a qualified company (the “Vendor”) to provide telephone, video visitation, digital postal mail, electronic mail, text messaging, and inmate computer application services (the “Services”) for inmates at the Clay County Jail (the “Facility”).

2.2 Statistical Information

2.2.1 The Clay County Jail is located at 901 North Orange Avenue, Green Cove Springs, FL and has a maximum occupancy of four hundred ninety two (492) inmates. Currently, the Average Daily Population (ADP) is four hundred forty six (446) inmates. The CCSO is in the process of expanding the Facility; which upon completion will house a maximum of six hundred six (606) inmates.

2.2.2 Below are the statistics for phone usage during the period of July 2022 through December 2022:

	Local	Intra-Lata	Inter-Lata	Interstate	International	Total
Total number of calls	75,735	9,421	12,606	13,158	3	110,923
Total duration of calls (in minutes)	934,746	121,938	161,106	160,281	43	1,378,114
Average number of calls per month	12,623	1,570	2,101	2,193	1	18,487
Average duration of calls per month (in minutes)	155,791	20,323	26,581	26,714	7	229,686
Average duration of each call (in minutes)	12	13	13	12	14	13

2.2.3 During the period referenced in 2.2.2 above there were a total of 33,810 text messages sent (an average of 5,635 per month).

2.2.4 During this said period there were also 1,834 video visitations or an average of 306 per month.

2.3 Vendor Requirements

- 2.3.1 The Vendor shall be required and agrees to accept the following responsibilities and provide the Services to the CCSO.
- 2.3.2 The Vendor shall bear total responsibility and costs for providing and maintaining turn-key Services for the duration of the contract. The Vendor's provision of turn-key Services includes, but is not limited to, providing all personnel, supervision, kiosks, telephones, tablets, hardware, software, maintenance, support, licenses, permits, and any other equipment or services necessary for providing the Services. The CCSO shall have no responsibility for the Services or installation or maintenance of the equipment required to provide Services.
- 2.3.3 The costs related to provision of Services shall be the responsibility of the Vendor and are to be recovered through the selling of Services to the inmates and/or inmate's friends and family. CCSO shall bear no costs associated with provision of Services.
- 2.3.4 The Vendor shall charge calling rates in accordance with the latest FCC Order. The Vendor shall bear the sole responsibility for collection of fees. The CCSO will not bear responsibility for unbillable or uncorrectable calls. Nor shall any revenues be deducted from the CCSO's commission for such calls.
- 2.3.5 The Vendor shall ensure Services provided shall have the ability to integrate with all current CCSO systems and related programs including, but not limited to, Jail Management System (JMS), Inmate Funds Accounts (IFA), and Commissary. Any cost to develop such interface shall be the sole responsibility of the Vendor.
- 2.3.6 Vendor shall provide equipment in quantities as agreed upon to be sufficient to support the Services. CCSO requests the following minimum requirements: Four (4) kiosks in jail booking area, two (2) kiosks in jail holding area, one (1) ADA compliant kiosk in Medical Unit, two (2) mobile kiosks to be used as needed, one (1) kiosk in First Appearance booth, and individual tablets for inmate use on a one (1) to one (1) ratio, with ten percent (10%) extra to provide for spikes in ADP and equipment failures. There shall also be six (6) visitation kiosks in the CCSO Visitation Facility for use by public.
- 2.3.7 The Vendor shall be responsible for scheduling the installation to include gaining access to the buildings, wiring closets and equipment rooms.
- 2.3.8 The Vendor 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.
- 2.3.9 The Vendor must have provided similar services to other detention facilities for a minimum of three (3) years and be licensed to operate and provide the services within Clay County, FL.

- 2.3.10 The Vendor 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 CCSO.
- 2.3.11 The Vendor will at all times adhere to all Federal, State, and Local statutes, ordinances, laws, regulations, codes, directives, and/or orders, and such further rules, regulations, and policies of the CCSO. Failure to comply with such requirements may result in disciplinary action up to and including removal and replacement of Vendor employees or contract termination, as deemed necessary by CCSO.
- 2.3.12 The Vendor 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 Services set forth in this RFP.
- 2.3.13 Proposals must include a description of the Vendor's company, a copy of their latest financial statement and/or annual report or recent SEC Form 10-K report.
- 2.3.14 The Vendor shall provide a list of each of the customers they have provided the Services to in the last three (3) years, to include customers name, address, telephone number, contact name, and telephone number. Customers on this list will be contacted to verify the Vendor's ability to satisfactorily provide Services. IT IS NOT ACCEPTABLE FOR VENDORS TO RESPOND THAT CUSTOMER REFERENCES ARE PROPRIETARY INFORMATION. FAILURE TO PROVIDE THIS INFORMATION MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.
- 2.3.15 The Vendor shall list all litigation between the Vendor and any customer, with whom the Vendor has had a contract for Services, within the past three (3) years.
- 2.3.16 The Vendor will cooperate with the Clay County Sheriff's Office when investigating fraudulent use and/or suspected criminal activity by inmates while using Services provided.

2.4 Inmate Telephone System (ITS) Features and Functionality

- 2.4.1 Services shall include an Inmate Telephone System that allows for the purchase of telephone calls by incarcerated individuals using funds available in their Inmate Fund Accounts.
- 2.4.2 ITS must provide for Services through a centralized system using a secure platform without the need for live operator assistance.

- 2.4.3 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.
- 2.4.4 ITS must be capable of providing dial tone to all inmate telephones, kiosks, and tablets at the same time and one central office line per inmate device.
- 2.4.5 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.
- 2.4.6 The Vendor must provide telephone reception quality at least equal to the quality offered to the general public and must meet telecommunication industry standards for service quality. The Vendor must accept the CCSO decision regarding whether the reception quality meets industry quality standards.
- 2.4.7 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.
- 2.4.8 ITS shall allow for free calls from telephones or kiosks in booking area.
- 2.4.9 ITS must provide one-way, out-going service only. ITS shall prevent any inmate telephone or tablet from receiving any incoming calls. The Vendor must agree that no inmate telephone or tablet shall be capable of receiving an incoming call and the Vendor must work with the local telephone companies to ensure such control.
- 2.4.10 ITS must provide collect, station-to-station, and person-to-person calling.
- 2.4.11 ITS must prohibit direct-dialed calls of any type.
- 2.4.12 ITS shall deny access to 411, 555-1212, 800, 877, 888, 900, 911, 950+1, 976 or 10-10xxx numbers and allow for blocking calls to specific telephone numbers such as those of victims, witnesses, judges and CCSO staff.
- 2.4.13 ITS shall only be operational during the scheduled times established and as may be modified from time to time by CCSO.
- 2.4.14 ITS must be able to be shut down quickly and selectively.
- 2.4.15 The ITS must be flexible and allow CCSO to shut down quickly and selectively at several locations:
- at demarcation location - total institution telephones

- at central control center - select telephones or tablets
- at central control center – complete housing units

- 2.4.16 ITS must be able to take an individual station or tablet out of service without affecting other units.
- 2.4.17 CCSO must have the capability to restrict usage of Services by an individual user to his/her location.
- 2.4.18 ITS shall allow for CCSO to control call duration and set time of day restrictions by phone or tablet, by inmate PIN, by location, or by number called.
- 2.4.19 ITS must be able to identify and block simultaneous use of a PIN.
- 2.4.20 ITS must detect the called party's attempt to access three-way and conference calling at any time during the call and immediately following the connection of the call. 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.
- 2.4.21 ITS should be capable of informing the called party of their account accumulated thirty (30) day balance prior to acceptance of each call. This balance should be to the next rounded minute.
- 2.4.22 ITS must be interfaced with the current commissary software and allow inmates to telephone in orders for commissary products.

2.5 Telephone/Kiosk Equipment Requirements

- 2.5.1 Equipment provided for use by inmate population shall be capable of providing all Services to inmates, and integrate with Inmate Funds Accounts and Commissary.
- 2.5.2 All equipment shall be new and completely operational at time of installation.
- 2.5.3 All equipment shall comply with Part 69 FCC Rules and meet or exceed all applicable codes and standards for installation and service.
- 2.5.4 All equipment shall be waterproof, fireproof, and feature dual tone multi frequency (DTMF) dialing.
- 2.5.5 In accordance with Section 2.6 below, Telephone Devices for the Deaf (TDD) and equipment accessible to the handicapped must be provided. CCSO requests one (1) ADA compliant kiosk in each dorm, one (1) in the Medical Unit and one (1) in the First Appearance area as a minimum.
- 2.5.6 Telephone equipment must be powered by the telephone line and have UPS back-up power. No separate power source will be required.

2.5.7 In the event of a power failure, the Vendor must provide an uninterrupted power supply source for a period of a least ten (10) minutes. This is to ensure there is no loss of recordings or "real time" data.

2.5.8 The inmate telephones and kiosks must have all of the following physical and design characteristics:

- A steel, tamper proof, housing that protects the electronic components of the unit;
- Paint/finish is mar and scratch resistant;
- Operating ease with concise instructions on the faceplate;
- Hearing aid compatible;
- Industry standard design;
- Heavy-duty handsets with no removable parts
- An armored handset cord that is resistant to stretching and breaking;
- Video visitation capability;
- Shatterproof monitors;
- Full duplex audio
- Installation reinforced by security studs to prevent easy removal of unit.
- No exposed cables or other hardware
- Volume control

2.5.9 Mobile wireless kiosk units, with full Services capability, shall be available for use by inmates that are incapacitated or in a "lock down" status.

2.5.10 Kiosks in jail lobby shall provide for public access and integrate with IFA and Commissary to facilitate friends and family adding funds to inmate accounts.

2.5.11 Kiosks in booking area and jail lobby shall be equipped with card readers allowing use of debit and credit cards for transactions.

2.6 American with Disabilities Act (ADA)

The Vendor must provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to providing devices which are accessible to persons in wheelchairs and proposing systems that are compatible with Telephone Devices for the Deaf (TDD).

2.7 Call Protocols

2.7.1 Each call placed through the ITS must be identified as being a call originating from the Clay County Jail Facility in 100% of the cases. During the call set up process, the inmate shall be put "ON HOLD". The ITS must provide a pre-recorded announcement announcing the collect call is coming from an inmate at the Clay County Jail and that all calls are subject to being recorded.

- 2.7.2 The called party must hear the pre-recorded announcement and provide confirmation (positive acceptance of call) by selecting an option to do so.
- 2.7.3 The inmate shall NOT be permitted to monitor call progress and shall NOT be allowed to communicate with called party until the call is positively accepted.
- 2.7.4 Each call, having been identified as being placed through the Vendor's ITS, must be delivered to the called party as a collect call.
- 2.7.5 ITS shall provide an option for the called party to request call rate information prior to acceptance.
- 2.7.6 If a call is not accepted by the party called, or if no one answers the call, the Vendor's service must so inform the inmate of the situation and not simply disconnect the call.
- 2.7.7 In all circumstances, the service must limit the inmate to a single twenty (20) minute call request. Thereafter, the service must require the inmate to disconnect and initiate another call.
- 2.7.8 The ITS must advise the caller by recorded message when the call is denied due to excessive billing.

2.8 Monitoring and Recording Requirements

- 2.8.1 ITS shall offer unlimited, secure, remote access from any PC or laptop with high speed internet connectivity. This connection shall enable authorized users, with the use of a single sign in, to view, monitor and record all calls and video visitations from any telephone, kiosk, or tablet within the ITS and other select telephones outside the Facility as authorized by the Sheriff. Remote access activity shall not impair Services functionality or performance in any way.
- 2.8.2 The ITS must have the ability to exclude conversations with attorney client privilege or other sessions as directed by the Clay County Sheriff's Office.
- 2.8.3 ITS shall be remotely accessible from any TCP/IP connection by multiple operators, simultaneously. This should include laptop users. The Vendor shall provide all software necessary for accessing the system via a Windows based operating system.
- 2.8.4 Recording at Facility should be able to be done on a minimum of sixty (60) devices simultaneously.
- 2.8.5 All equipment designated to perform recording of calls must be located within the Clay County Jail where the activity originates, unless authorized by the Clay County Sheriff.

2.8.6 The monitoring and recording of calls and visitations must be selectively programmable by one or more of the following as applicable:

- Inmate ID or Name
- Visitor Name
- Visitation Station
- Cell Block or Location
- Kiosk or Tablet
- Date of Session
- Start and Stop Time
- Called Number

2.8.7 ITS should, upon request by a qualified entity, provide specific information for tracking inmate activities and patterns by individual telephone numbers; and for billing purposes.

2.8.8 Monitoring reports shall have the capability of being sorted by any and 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

2.8.9 Billing reports shall have the capability of being sorted by any and all of the following criteria:

- Call Detail report
- Amount charged per call
- Gross revenue
- Daily Statistics
- Monthly Statistics
- Called party/number accepting report
- Total Calls
- Calls by Date
- Time of Day
- Length of a Call

2.8.10 ITS should also have the ability to provide customized reports, if requested.

- 2.8.11 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, inmate placing call and called number.
- 2.8.12 ITS must have the capability of automatically calling and alerting CCSO personnel when a specific number or numbers are dialed.
- 2.8.13 ITS must have the capability to record calls automatically without assistance from CCSO personnel.
- 2.8.14 ITS should have the ability to select a particular device for recording or monitoring while a call is in progress.
- 2.8.15 ITS shall allow for authorized personnel or staff to interrupt the call or visit and communicate directly with the inmate or visitor. The audio shall be heard by both the inmate and visitor and shall be included in the recording of the session.
- 2.8.16 ITS shall be expandable and modular in design in the event the CCSO chooses to utilize comprehensive call recording at a later date.
- 2.8.17 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.
- 2.8.18 ITS shall allow authorized users the view and analyze call data to establish links between multiple inmates and called numbers. Service should also allow for graphical representation of such links.
- 2.8.19 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.
- 2.8.20 All conversations must be transcribed to readable and searchable text format.
- 2.8.21 ITS must have the capability to re-record, download, or export recordings to a separate storage medium for play on any type of software or digital media.
- 2.8.22 At a minimum, playback of recordings must be able to be done from the CCSO Investigator's Office.
- 2.8.23 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.

- 2.8.24 ITS must maintain phone recordings for a minimum of one hundred eighty (180) days.
- 2.8.25 Services should allow for remote conferencing sessions that are under surveillance by the CCSO investigative unit. This feature will allow authorized personnel to monitor a call or visitation from any remote location. The session will be automatically conferenced to a predetermined investigators telephone number in listen mode only once the call has been accepted and is in progress and the entry of a unique PIN by investigator.

2.9 Video Visitation System (VVS)

- 2.9.1 The Vendor will provide video visitation systems to the Clay County Sheriff's Office and must include all system equipment, installation, training, operation, and maintenance.
- 2.9.2 VVS shall contain all Investigative Tools available to Vendor at time of installation and as may become available in the future. (i.e. "floating head", background distortion, etc.)
- 2.9.3 VVS shall fully integrate with the ITS, CCSO Jail Management System (JMS) and Commissary system using the same kiosks, telephones, and tablets that are to be used with the ITS. Vendor shall ensure integration with any future versions of these systems with no cost to CCSO.
- 2.9.4 VVS must allow for friends, family, doctors, and attorneys to register and schedule visits with inmates from any internet connected device such as smart phone, tablet, laptop, etc.
- 2.9.5 VVS should provide for video visitation to include visitation from the CCSO visitation center using dedicated stations or off-site through a secure web-based software application.
- 2.9.6 VVS must allow visitors to schedule a visit only on the dates and times available based on CCSO rules and policies, inmate schedules, and visitation station availability; if applicable.
- 2.9.7 VVS must allow authorized CCSO staff to view all scheduled visits, schedule visits outside of the normally posted schedule, and modify existing visits provided notes are entered into system detailing reason for allowing or modifying the schedule.
- 2.9.8 VVS will allow authorized CCSO staff to deny or suspend visitation provided notes are entered as to the reason for the denial or suspension of visits.

- 2.9.9 Individuals scheduling a visit must be presented with, and accept, CCSO's visitation rules as a component of the registration and scheduling process for each visit.
- 2.9.10 VVS must be flexible and accommodate rules and policies that vary based on different criteria such as, visit type, visitation hours, housing restrictions, and specific inmate or visitor restrictions.
- 2.9.11 Upon the scheduling of a visit, or subsequent modification or cancellation of a visit, VVS must send a message to the inmate with notification of the visit with the name of the visitor and the date and time of the visit.
- 2.9.12 If a scheduled visit is canceled, VVS must automatically email the visitor with the reason for cancelation and allow for rescheduling, if possible.

2.10 Inmate Postal Mail System (IPMS)

- 2.10.1 Vendor shall provide a complete IPMS designed to eliminate the introduction of narcotics and other contraband in to the Facility.
- 2.10.2 All inmate postal mail, with the exceptions of legal mail and publications, shall be received and processed at an off-site location by highly trained staff members using high tech equipment.
- 2.10.3 IPMS shall provide for the scanning of postal mail into a high-definition, full color, digital .PDF file.
- 2.10.4 IPMS shall store hard copies of all processed mail in a secure, climate-controlled environment for a minimum of thirty (30) days.
- 2.10.5 Senders shall have the right to request the return of the originals after this holding period, by submitting a written request and a self-addressed envelope with sufficient postage for return.
- 2.10.6 For identification, tracking, and investigative purposes, a unique identifier must be assigned to each digital copy of processed mail.
- 2.10.7 Processed mail shall be delivered to the CCSO for review/approval prior to delivery to inmate. During this review, authorized Facility staff shall have the capability to accept or reject all or part of the sender's content.
- 2.10.8 Electronic access to processed mail shall be made available to inmates within twenty four (24) hours of receipt at no cost to CCSO, inmates, or the public, and available to view for a minimum of five (5) days, excluding recognized holidays.

- 2.10.9 IPMS shall provide inmates with the option to access/download electronic copies of their mail via a secure, password protected website for a minimum of twelve (12) months following their release
- 2.10.10 IPMS will allow for inmate to be notified through standard message when mail is rejected or delayed, explaining reason for rejection or delay.
- 2.10.11 To provide senders with assurance of mail delivery, IPMS must provide a website to allow for status tracking purposes (received, approved or, rejected). The website shall provide senders with the option to sign up for status updates via text message or email.
- 2.10.12 Authorized CCSO personnel shall have access to review, manage, add and monitor processed inmate mail including mail that has been deleted by an inmate on a kiosk or tablet.
- 2.10.13 IPMS must allow for mail to be database searchable by unique identifier and other information including, but not limited to, keyword, recipient, sender, date range, flagged, rejected, and/or housing area.
- 2.10.14 IPMS must allow authorized users to set alerts and notify CCSO investigative staff when an inmate under investigation receives mail.
- 2.10.15 Legal mail is protected therefore inspection and scanning by Vendor or CCSO is not permitted.
- 2.10.16 IPMS shall provide the means for inmates to open, scan, print or mark for secure electronic delivery to kiosk or tablet their legal mail in the presence of Facility staff.

2.11 Inmate Email and Text Messaging

- 2.11.1 Services will include a system that offers the purchase of message credits enabling two-way communication (emails and text messages) between inmates and friends and family. Vendor shall provide suggested plan and cost structure in their response to this RFP.
- 2.11.2 Friends and family shall be able to purchase message credits via a secure web site, mobile app or via the lobby kiosk. Inmates shall be able to purchase packages from any device used for providing Services, provided funds are available in their IFA.
- 2.11.3 System shall allow authorized CCSO staff to access the messages and/or attachments for review, approval or rejection based on CCSO policies and guidelines.

2.11.4 System must have the capability of translating messages written in Spanish to English for the purpose of review by CCSO.

2.12 Inmate Tablets and Applications

2.12.1 Vendor will provide free basic tablets that provide inmates access to education and entertainment applications for the purpose of rehabilitation, management and decreased recidivism.

2.12.2 At a minimum, tablets should be capable of providing all of the following services and applications:

- Placing outbound telephone calls
- Reading scanned mail items
- eMessaging (email)
- Text messaging
- Video visitation
- Submitting jail forms/requests
- Access to CCSO created training documents or digital media
- Placing Commissary orders
- Listening to music
- Life Skills applications (resume writing, job interview etiquette, banking, personal finance and budgeting skills, credit repair, etc.)
- Basic Education applications (writing and math skills)
- Utilities (dictionary, calendar, calculator, etc.)
- Playing single player games
- Reading eBooks
- Correspondence School information
- Access to Job Boards
- Access to Bibles and religious programs
- Law Library Access
- PREA Training

2.12.3 Vendor may provide “premium” or additional content for inmates to purchase. This could include, but not be limited to, additional songs and games as well as watching movies and television shows.

2.12.4 Access to inmate accounts for Services must be password protected and/or use a unique PIN to prevent unauthorized access by other inmates.

2.12.5 Access for each session of tablet use shall be granted with proof of acknowledgement or receipt of a predetermined CCSO message.

2.12.6 The tablet must allow inmates access to only those services and applications provided and as approved by CCSO.

- 2.12.7 The tablets must be secured in a case suitable for use in a detention facility with no access to internal parts or functions.
- 2.12.8 Tablets must provide zoom-in/magnify capability to allow inmates to clearly read smaller details within file.
- 2.12.9 The tablets must include a headphone jack to allow the inmate to use single sided headphones. Headphones shall be available for purchase by inmates and include a microphone.
- 2.12.10 The tablets must have a minimum twenty four (24) hour battery life.
- 2.12.11 The Vendor will provide a charging solution that allows for all tablets to be charged at the same time, at a location not accessible to inmate population.

2.13 Vendor Maintenance

- 2.13.1 Vendor shall have one (1) employee on site from 7:30am to 4:30pm (includes one (1) hour lunch period) each day, Monday through Friday, excluding agreed upon holidays, to distribute tablets, provide application access support, address equipment technical complaints and all matters related to the Services. Additionally, off site or online Customer support shall be available to CCSO staff twenty four (24) hours per day, seven (7) days per week.
- 2.13.2 Due to the nature of service the CCSO provides, the Vendor must show evidence that, if required, they can respond to an emergency service problem with a technician within two (2) hours on a twenty four (24) hour per day basis, seven (7) days per week. The Vendor shall provide a local or toll-free telephone number to be used for reporting maintenance requests. Emergency service shall be considered a request for service that, if not accomplished, would leave the system inoperable for more than two (2) hours.
- 2.13.3 The Vendor must have the ability to perform remote diagnostics to the Services to determine if the problem is with local equipment or other off site equipment or systems.
- 2.13.4 The Vendor must provide the necessary labor, parts, materials, and transportation to maintain Services equipment in good working order and in compliance with the equipment manufacturer's requirements throughout the life of the contract. No charge shall be made to the Clay County Sheriff's Office for maintenance of the equipment.
- 2.13.5 The Vendor shall provide, via email to the CCSO Relationship Manager, a monthly report on all maintenance issues submitted along with current status and/or conclusion of the reported problems.

2.14 Inmate Funds Accounts (IFA)

- 2.14.1 Services shall provide for the use of inmate owned, prepaid accounts (IFA) to pay for selected purchases as detailed further in this RFP. This account shall be funded through funds applied at time of booking or through direct deposits from friends and family via a kiosk, mobile app, or on-line access. These accounts shall incorporate the use of a personal identification number ("PIN") and inmates will be required to input the PIN at the beginning of each session of using Services.
- 2.14.2 Services must provide, free of charge, the ability for family members and friends to deposit money into an inmate's account by each of these three (3) methods:
- Secure Website (credit/debit card)
 - Twenty-four (24) hour call center or toll free number (credit/debit card)
 - Lobby Kiosk
- 2.14.3 All deposits must be linked with the Vendor's software and JMS so that all deposits are transferred to the inmate's account on a real-time basis.
- 2.14.4 Vendor shall provide CCSO a username and password that allows CCSO to securely access the online interface and perform the following functions:
- View and cancel incoming payments
 - Download payment files
 - Download monthly reports
 - Investigate and supervise payments

2.15 Payment and Commission Accountability

- 2.15.1 A copy of the current rates charged for Services 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. Any charges which are not approved by the CCSO in writing in advance of the charge shall be grounds for termination of the contract.
- 2.15.2 Vendor shall pay commissions to CCSO based on the Gross Revenues earned through provision of Services with no deductions for fraud, bad debt, uncollectible calls, unbillable calls, etc. 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.

- 2.15.3 Regulatory charges; taxes and fees; federal, state, and/or local charges; transaction, funding, or cost-recovery fees; credits; charges billed by third parties; and promotional programs are excluded from Vendor revenue.
- 2.15.4 Vendor to submit Cost/Fee Schedule in Appendix A as part of their proposal detailing the commission level or percentage paid for each of the Services allowing for payment of commission.
- 2.15.5 The Vendor shall be the responsible party for billing and collections.
- 2.15.6 Vendor shall submit billing report and commissions for all Services billed for in the previous month by the fifteenth (15th) of the month following.
- 2.15.7 Proposer shall state a proposed guaranteed commission which will be payable to the Clay County Sheriff's Office, for deposit into the CCSO Inmate Welfare Fund, in an amount based on monthly sale of Services.
- 2.15.8 Commission rate shall consist of two components: 1) a minimum dollar amount 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.

SECTION THREE PROPOSAL EVALUATION AND VENDOR SELECTION

3.1 Proposal Evaluation

- 3.1.1 A Proposal Evaluation Committee (PEC), comprised of five (5) members appointed by the CCSO, will fairly consider and evaluate all Proposals received. The PEC will review the Proposals to determine completeness and responsiveness to the principal components and scope of work requirements of the RFP.
- 3.1.2 To clarify uncertainties or eliminate confusion concerning the contents of a Proposal, the CCSO Purchasing Manager or Contracts Analyst are permitted to communicate with Proposers. Clarifications may not result in a material or substantive change to the Proposal. Any modifications made as a result of these discussions will be put in writing.
- 3.1.3 Following discussions, the CCSO may set a time for final Proposal submissions from those Proposers with whom discussions were held. Proposals may be reevaluated after receipt of final Proposal submissions. If a Proposer does not submit a final Proposal or a notice of withdrawal, the Proposer's immediate previous Proposal is considered the Proposer's final Proposal.

3.2 Evaluation Criteria

- 3.2.1 All Proposals shall be evaluated by the PEC based on factors which shall include, but not necessarily be limited to, how well the Proposer understands the Project, the proposed approach to accomplishing the Scope of Work, Proposers reputation, proposed cost, the ability to comply with the time restraints of this RFP, and the completion of all required documents.
- 3.2.2 The CCSO will evaluate the Vendor's ability based on experience, equipment and qualifications of key staff members and the Vendor's record with regard to this type of project, particularly in Clay County and in Florida.
- 3.2.3 It has been determined that it is in the best interest of the CCSO to award an Agreement to a Proposer with a proven record in completing the project requirements. This being the case, the lowest cost Proposer will not necessarily be awarded an Agreement.
- 3.2.4 Proposal evaluation shall be made without regard to race, creed, color, sex, religion, age, national origin, disability, or citizenship status of the Proposer, or any other category protected by federal, state, or local statute or code.
- 3.2.5 The CCSO reserves the right to make any investigation it deems necessary to determine the ability of a Proposer to perform the work or service requested.

3.3 Other Factors:

Other factors to be considered include:

- (a) Whether the Proposer can perform the contract within the time specified, without delay or interference;
- (b) Previous and existing compliance by the Proposer with laws and ordinances relating to the project;
- (c) The solvency of the financial resources of the Proposer;
- (d) The ability of the Proposer to provide future service(s);
- (e) The number and scope of additional conditions attached to the bid or proposal by the Proposer.

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

- 3.4.1 Following the review and scoring of all Proposals and consideration of any additional evidence or data desired by the PEC, a recommendation for contract award will be made to the CCSO Chief Financial Officer (CFO).
- 3.4.2 The CCSO shall be the sole judge of the Proposals and reserves the right to refrain from making an award if it determines that to be in its best interest. The decision made by the CCSO shall be final.
- 3.4.3 Once recommendation is accepted by the CFO, the CCSO will issue a written Notice of Intent to Award (NIA) which identifies the names of all Proposers and names specifically the Proposal selected. CCSO will send a copy of this notice to all Proposers as well as post a copy on the CCSO website.
- 3.4.4 A copy of the tabulation results will be forwarded to a Proposer upon request and receipt of a stamped, self-addressed envelope.

SECTION FOUR CONTRACT INFORMATION

4.1 Contract Negotiation

- 4.1.1 After a Notice of Intent to Award has been announced contract negotiations will begin with the Proposer of the highest ranked Proposal. Negotiations shall be within the scope of the RFP and shall not have an effect on the ranking of Proposals.
- 4.1.2 The CCSO may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest ranked Proposer if the selected Proposer:
- (a) fails to provide the information required to begin negotiations in a timely manner,
 - (b) fails to negotiate in good faith;
 - (c) indicates they cannot perform the contract within the budgeted funds available for the project;
 - (d) Or, if after a good faith effort, the Proposer and the CCSO simply cannot come to terms.

4.2 Proposal as Part of the Contract

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

4.3 Standard Contract Provisions

The Vendor will be required to sign a contract and comply with the contract provisions established. No alteration of these provisions will be permitted without prior written approval from the CCSO.

4.4 Contract Approval

This RFP does not, by itself, obligate the CCSO. The CCSO's obligation will commence when all negotiations are complete and a contract is approved and fully executed by both Parties.

4.5 Contract Funding

Approval or continuation of a contract resulting from this RFP is contingent upon available fiscal year funding.

4.6 Contract Term

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

4.7 Contract Protest

- 4.7.1 A Protester must have submitted a Proposal in order to have sufficient standing to protest the proposed award of a contract. The Protestor must file a Notice of Intent to Protest via email to contracts@claysheriff.com within three (3) business days from the time the facts become known and, in any case, at least three (3) business days after the Notice of Intent to Award is provided to all proposers. Thereafter, a Formal Written Protest must be filed with CCSO as detailed under Section 4.7.2 below.
- 4.7.2 The Formal Written Protest shall be submitted in writing to the CCSO via an email to contracts@claysheriff.com within seven (7) business days after the submittal of a Notice of Intent to Protest. The Formal Written Protest must include:
- (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;
 - (e) the form of relief requested; and

Any basis or ground for a protest not set forth under this section shall be deemed waived.

4.8 Timely Submittal of a Protest

Protests, to include the Notice of Intent to Protest and the Formal Written Protest, not submitted within deadlines will not be accepted.

4.9 Protest Resolution

- 4.9.1 The CCSO Chief Financial Officer (CFO) 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.
- 4.9.2 If the protest is not resolved by mutual agreement, the CFO 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.

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

APPENDIX A: FORMS

1. Proposal Acknowledgement Form
2. Vendor Registration Form
3. W-9 Form, First Page
4. RFP Authorized Signature
5. Proposal Submittal Form
6. Qualifications Statement Form
7. Non-Collusive Affidavit
8. Public Entity Crimes Statement Form
9. Drug Free Workplace Form
10. Indemnification/Hold Harmless Form
11. Prior Experience Narrative
12. Reference List Form
13. Vendor Questionnaire
14. Cost/Fee Schedule
15. List of Subcontractors

PROPOSAL ACKNOWLEDGEMENT FORM

Request for Proposal (RFP) #: 23-0002
Project Name: Inmate Communication Services

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

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

1. Visit ([CCSO Purchasing](https://www.claysheriff.com/resources/purchasing)) <https://www.claysheriff.com/resources/purchasing> link to view the solicitation and download all issued Addenda; or
2. Contact contracts@claysheriff.com to determine if Addenda were issued.

Proposers must acknowledge or incorporate the Addenda into their response.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

SUBMIT THIS COMPLETED REGISTRATION FORM BY FAX - (904) 529-6482 OR BY EMAIL – CONTRACTS@CLAYSHERIFF.COM

VENDOR REGISTRATION FORM



CLAY COUNTY SHERIFF'S OFFICE

Vendor/CCSO Member
Maintenance/Registration Form

Section 1: Vendor Setup/Update (To be completed by Purchasing Section.)					
Vendor Number		<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Change Existing Vendor		
Section 2: Business Profile and Contact Information (To be completed by Vendor)					
Social Security Number or Federal Employer's Identification Number					
Business Name					
Contact Phone Number		Contact Email Address			
Remittance Email Address		Purchase Order Email Address			
Billing Street Address					
City		State		ZIP code	
Billing Contact Person		Billing Office Number			
Billing Contact Email					
ACH (Direct Deposit) Routing Number		ACH (Direct Deposit) Account Number		Account Type	
				Checking	<input type="checkbox"/>
				Savings	<input type="checkbox"/>
Description of Services/Commodities:					
Section 3: Authorized Signature of Vendor					
I, the undersigned, affirm that; 1) I do not have a business or familial relationship with a CCSO member whom may have approval authority over my services or payment which is not disclosed below; 2) I have provided a copy of a completed IRS Form W-9; and, 3) I have provided a copy of my most recent Annual Report filed with the business regulatory entity of my state of incorporation.					
Vendor Representative		Signature			
Title of Representative		Date			
The name(s) of CCSO Member(s) whom I have a business or familial relationship with are listed in the next column (if additional lines are needed, please attach a separate sheet of paper):					
Section 4: CCSO Member Setup/Update (To be completed by Purchasing Section.)					
Vendor Number		<input type="checkbox"/> Add New Member	<input type="checkbox"/> Change Existing Member		
Section 5: CCSO Member Information (To be completed by CCSO Member)					
Member Name		OSN #			
Bank Name					
ACH (Direct Deposit) Routing Number		ACH (Direct Deposit) Account Number		Account Type	
				Checking	<input type="checkbox"/>
				Savings	<input type="checkbox"/>
Section 6: Authorized Signature of CCSO Member Requesting Setup/Change					
Member Name		Signature			
OSN #		Date			
For Clay County Sheriff's Office Purchasing Section Use Only					
Comments:			Send the Original Form along with a Completed W-9 and annual report to:		
			purchasing@claysheriff.com		
			Attn: Purchasing Section		
			Entered by:		
			Approved by:		

PROPOSER W-9 FORM

Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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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"/> Exempt payee	
	<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 <i>How to get a TIN</i> on page 3.																																			
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																			
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Part II Certification	
Under penalties of perjury, I certify that:	
1. 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	
2. 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	
3. 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

PROPOSAL AUTHORIZED SIGNATURE FORM

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

1. The undersigned is an authorized representative of the Vendor's company and the enclosed Proposal is submitted on behalf of the Vendor's company.
2. The undersigned has carefully reviewed all the materials and data provided on the Vendor'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 Vendor's company is in full compliance with the Request for Proposal requirements set forth in this Request for Proposal.
4. The Vendor'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 Vendor's company providing the goods or services detailed in this RFP.
5. The undersigned has been specifically authorized to enter in to a contract in full compliance with all requirements and conditions as set forth in this Request for Proposal.
6. 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, if other than above

Name/Title of CCSO Representative

Telephone Number

Email Address

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

The undersigned further certifies that he/she has read the 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.

Signature

Date

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
Attn.: Contracts
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: _____

a. 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

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.

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

NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

____ Personally known to me, or ____ Produced Identification: _____ **DID** take an oath, or **DID NOT** take an oath

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.

Witnessed in the presence of:

(Printed Name)

(Printed Name)

ACKNOWLEDGEMENT

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.

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

NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

____ 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 Vendor, 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 _____, 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: _____ 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

Vendor'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 a contract.

Concur _____ Variance _____

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

_____ located at City _____

_____, State _____, Zip Code _____

Phone: _____

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

Date, _____, 20_____.

Printed 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.

PRIOR EXPERIENCE NARRATIVE

Details of prior experience should include

- The size of organization and length of time in business and experience providing services similar in size and value to those requested in this RFP
- Current and recent history of past performance by the Proposer;
- The number of existing clients and the number of retained clients for the past three (3) years;
- The apparent capabilities of the Proposer to perform well in the execution of its obligations under a contract with the CCSO as evidenced by its leadership and management personnel.

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.: (____) _____

VENDOR QUESTIONNAIRE

Company Name _____

Person completing questionnaire _____

Title _____

Email Address _____

Company Website: _____

FEIN / TIN: _____

Date this business formed: _____

State in which business was formed: _____

Annual Gross Revenue: _____

Total Number of Employees: _____

What quality management processes does your company have in place?

What recourse do customers have for any non-conformity or discrepancy?

Does your company provide services to other businesses similar in size and quantity?

Are all Services accomplished "in-house"? If not, which Services are outsourced?

What other products or services does your company offer? _____

In the past five (5) years, has your company or any officer been excluded from entering into contracts with any governmental agency? _____ Details _____

In the past five (5) years, has your company or any officer had any permit, license, concession, franchise or lease terminated for cause? _____ Details _____

Have any bankruptcy proceedings been initiated by or against your company in the past seven (7) years? _____

Are there or have there been any judgements, injunctions, or liens against your company? In the past five (5) years? _____ Open, unsatisfied or in effect today? _____

COST/FEE SCHEDULE

For Evaluation and Contracting Purposes, all Proposers shall complete the Cost/Fee Schedule below:

Monthly Commission Schedule					
Monthly Payment Guarantee					
		Surcharge or Connect Fee	First Minute Rate	Each Additional Minute Rate	Commission Percentage Offered
Collect	Local				
	International				
Direct Billed	Local				
	International				
Prepaid Collect	Local				
	International				
Advanced Pay	Local				
	International				
Debit	Local				
	International				
Video Conferencing	On Premises				
	Off Premises				
	Online				
	Cost Structure				Commission Percentage Offered
Electronic Messaging					
Text Messaging					
Tablet Applications					
Tablet Premium Content					

All proposed rates and fees must be fully compliant with all pertinent FCC, federal, state, and local regulations.

The proposed commission payable shall be stated as a percentage of gross revenue for Services provided through the Inmate Communication System, with no fee additions beyond the maximum rates and fees specifically allowed by the FCC Order, state tariffs, and any other pertinent regulations.

Failure to state commissions as a percentage of gross revenue, using only rates and fees that are compliant with all pertinent regulations, will cause Proposer's proposal to be deemed non-compliant and ineligible for award.

LIST OF SUBCONTRACTORS

Subcontractors may be used to perform work under the 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.
