

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSAL

Inmate Telephone System, Escambia County Road Prison

Specification Number PD 17-18.066

Proposals Will Be Received Until: 2:00 p.m., CDT, July 18, 2018

A Non-Mandatory Pre-Solicitation Conference will be held at the Escambia County Road Prison, 601 Highway 297-A, Cantonment, Florida, 32533 on **July 2, 2018** beginning at **1:30 p.m., CDT**. **All proposers are encouraged to attend.**

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:

Emily D. Weddington, CPPB
Purchasing Coordinator
Phone: (850) 595-4987
Email: edweddington@myescambia.com

Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that **NO CONTRACT** under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

**ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
Inmate Telephone System, Escambia County Road Prison
SPECIFICATION PD 17-18.066**

HOW TO SUBMIT YOUR PROPOSAL:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late proposals will be returned unopened.

**** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents.***

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- One (1) paper copy and one (1) CD or flash drive of the entire Proposal

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:

- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- Certificate of Insurance

This Form Is for Your Convenience to Assist in Filling Out Your Proposal Only.

Do Not Return with Your Proposal

**Inmate Telephone System, Escambia County Road Prison
SPECIFICATION PD 17-18.066**

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**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

And (if applicable) its Federal Employer Identification Number (FEIN) is:

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

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

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20____. Personally known _____

OR produced identification _____ Type of Identification: _____

Notary Public: State of _____

My Commission Expires: _____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

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

Check One:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation:

Yes or No

If not a Florida Corporation:

In what state was it created: _____

Name as spelled in that state: _____

What kind of corporation is it:

"For Profit" or "Not for Profit"

Is it in good standing:

Yes or No

Authorized to transact business in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document Number:

Does it use a registered fictitious name:

Yes or No

Names of Officers:

President: _____

Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (As Used in Florida)

(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

E-Mail: _____

Telephone: _____

Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

END

Verified by: _____

Date: _____

ESCAMBIA COUNTY, FLORIDA
GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Proposal Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer, and Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

PROPOSAL INFORMATION: See Escambia County Office of Purchasing web site at <https://myescambia.com/our-services/purchasing> then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
 - 5.01 Taxes
 - 5.02 Discounts
 - 5.03 Mistakes
 - 5.04 Condition and Packaging
 - 5.05 Safety Standards
 - 5.06 Invoicing and Payment
 - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
 - 9.01 County Procedure on Acceptance of Gifts
 - 9.02 Contractors Required to Disclose Any Gift Giving
 - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

**The following General Terms and Conditions are incorporated by reference
(Continued)**

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL:
<http://dos.myflorida.com/sunbiz/search/>
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.066, “Inmate Telephone System, Escambia County Road Prison”, Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the proposals are received at the Escambia County Office of Purchasing and the time the Board awards the

contract and any resulting protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- 1) Rejection/Disqualification of Submittal,
- 2) Termination of Contract; or
- 3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Non-Mandatory Pre-Solicitation Conference and Walkthrough

The Non-Mandatory Pre-Solicitation Conference will take place at the Escambia County Road Prison, 601 Highway 297-A, Cantonment, Florida, 32533 on **July 2, 2018** beginning at **1:30 p.m., CDT**. At this time, the Board's representative will be available to answer questions relative to this Solicitation. **Oral answers at the conference will not be binding to the County.**

It is strongly encouraged that all potential proposers attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Proposal Opening.

3. Licenses, Certifications, Registrations

The offeror shall at any time of proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

4. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two additional twelve (12) months periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be

executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

5. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

6. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

7. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

8. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Emily Weddington, CPPB, Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

9. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any

expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to provide for the furnishing, delivery and installation of hardware and software for an Inmate Telephone System.

The intent of this Request for Proposal (RFP) is to seek product and service information from qualified and experienced Contractors to provide for the furnishing, delivery and installation of hardware and software for an Inmate Telephone System. The system will be utilized within a correctional environment at the Escambia County Road Prison's detention facility on a revenue-sharing/commission basis with proceeds payable to the Escambia County Road Prison's Inmate Welfare Fund (IWF). The system shall provide for inmate use, a local and long distance telephone service including a recording and monitoring system and equipment.

The County intends to award a three-year contract with option to renew for 2 consecutive 1-year periods to the proposer selected as most capable of meeting the County's requirement. The proposal must include hardware, software and implementation services necessary to furnish the proposed solution at no cost to the County.

1-2 BACKGROUND

The Escambia County Road Prison is responsible for the care, custody and control of the population housed within its facility. The average daily population for the facility requesting service via this RFP is approximate and averages 234 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Road Prison will maintain this average daily population. Upon Completion of the New Jail Facility (expected completion is April 2020) the Escambia County Road Prison is expected to have an average daily population of 174 inmates.

The current capacity of the Escambia County Road Prison is 182 inmates with an additional dorm capable of housing 70 offenders that is currently designated for use by the Escambia County Jail. There are currently 17 inmate telephones within the facility.

1-3 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor that is most advantageous to the County.

1-4 ISSUING OFFICER

The project Director shall be Jack Brown, County Administrator. The liaison officer shall be Whitney Lucas, Corrections Financial Manager, Escambia County Corrections. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-5 CONTRACT CONSIDERATION

It is expected that the contract shall be based on the solicitation after negotiation.

1-6 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-7 INQUIRIES

All questions shall be directed to Emily D. Weddington, CPPB, Purchasing Coordinator, Telephone: (850) 595-4987, edweddington@myescambia.com. Written questions must be received no later than 5:00 p.m., CDT, July 9, 2018.

1-8 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-9 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- Public Notice.....**June 25, 2018**
- Pre-Proposal Conference.....**1:30 p.m., CDT, July 2, 2018**
- Final Date for Questions..... **July 9, 2018**
- Responses to Questions **July 12, 2018**
- Receipt of proposals.....**2:00 p.m., CDT, July 18, 2018**
- Review of proposals.....**2:00 p.m., CDT, July 26, 2018**
- Board of County Commissioners approval.....**September 6, 2018**

1-10 PROPOSAL CONTENT AND SIGNATURE

One (1) original paper copy and one (1) CD or flash drive of the entire Proposal shall be required with all copies having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-11 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-12 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rationale.

1-13 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-14 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-15 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-16 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-17 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

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.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed.

2-7 FEES AND COMMISSION RATE

All fees and the corresponding proposed commission rates should be provided in the proposal in the format of the pricing matrix included as Attachment A.

PART III CRITERIA FOR SELECTION

The proposal review process will be initiated through the Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and award of the agreement September 9, 2018.

The criteria used to determine the best value to the County are as follows:

Criteria	Weight
Product Functionality: Ability to meet technical specifications and to properly communicate qualifications and respond appropriately to the RFP requirements.	40
Experience with Similar Industry Systems: Years and level of experience providing the requested service to local, state, or federal correctional facilities.	30
Price: Detailed costs, both direct and indirect will be evaluated. Costs to inmates and other community members will be evaluated in addition to the commission rate being offered to Escambia County.	20
Additional/Optional Services Available: Availability and additional cost (if applicable) of any proposed additional/optional services that can be utilized to modernize/enhance the operations and/or security of the Escambia County Road Prison as requested within the scope.	10
Total Possible Score	100

PART IV SCOPE OF WORK

Qualifications

Any item not specifically mentioned but necessary for the delivery and operation of the proposed system shall be included in the proposal response. Contractor must be able to safely and securely provide specified services to meet the needs of inmates at the Escambia County Road Prison; as well as the general public, for the purpose of providing an inmate telephone system. Contractor's minimum qualification criteria include, but are not limited to, the following:

1. Due to the complex nature and security concerns of correctional facilities, contractors must have at least five (5) years of recent experience providing and administering inmate telephone services to city, county or state correctional facilities.
2. A qualified, trained and certified staff dedicated to the sole purpose of supporting the proposed inmate telephone system.
3. Contractor must comply with all Florida Model Jail Standards at the time of

implementation. If the Escambia County Road Prison chooses to pursue further accreditation in the future, the contractor agrees to work collectively with the facility to meet the requirements of said additional accreditation.

Specifications

Required Services:

1. The Contractor must install, operate, maintain and service the inmate telephone system (ITS) for the Escambia County Road Prison continuously. For the purpose of this scope, continuous means 365 days per year with the hours of operation being agreed upon by the facility and the Contractor. The hardware will be serviced and provided by the Contractor. The ITS must be ready to be installed and fully operational at the time of proposal submittal by the Contractor; a timeline of implementation for the ITS must be provided by the Contractor.
2. The Contractor shall provide a system that is capable of outgoing calls only.
3. The Contractor shall provide the following forms of inmate phone services:
 - a) Debit minutes
 - b) Pre-paid minutes
 - c) Interstate calls
4. Although not available at this point in time, if the Escambia County Road Prison decides to provide phone time for purchase to the inmates directly, the Contractor agrees to work with the contracted commissary vendor at that time to accomplish the goal.
5. The Contractor shall provide a web-based interface for administering the inmate telephone system. Such interface shall include but not be limited to administrative rights control for adding, deleting and reporting on user activity, blocking numbers, PIN administration, call detail listings, and recording and playback of telephone calls. The interface shall also have the ability for the administrator of the system to monitor and report on user activities within the interface.
6. The system must require active acceptance by the called party.
7. The system shall include user prompts in English and Spanish in addition to other languages that may be requested by the County.
8. The system shall provide the capability to track and identify specific telephone numbers called by each individual inmate telephone, as may be required. The system shall provide the capability of monitoring and recording all calls made from inmate telephones.
9. The recording system shall have the ability to fast forward and rewind recordings as necessary during the playback process. In addition, the recording system shall also have the ability to burn recordings to CD and/or DVD.
10. The live monitoring system shall have the ability to notify designated parties via

email of phone calls made to specific telephone numbers that are under a watch status. The notified party must be able to monitor the specific call from a remote location via the internet.

11. Personal Identification Number (PIN)

- a) The system must have the capability to assign PINs at the time of booking.
- b) The system shall utilize Personal Identification Numbers for the inmates. Please make sure your proposal describes your system's use of PINs including minimum and maximum characters and any other related information.
- c) The system shall prevent duplicate PINs.
- d) The County must be able to restrict calls based on the inmate's PIN. This includes call duration, time of day and destination numbers.
- e) The system shall provide a method of verifying the inmate's PIN to guard against fraudulent PIN use through voice verification. Provide a detailed description of your solution.

12. Fraud Management

- a) The system shall be able to detect, notify, and prevent three-way or conference calls, except for those calls to attorney's or other approved numbers. The County understands that there are industry patents in this area. Please provide a description of the process that your platform employs and why you feel the technical approach provides the best three-way detection solution.
- b) The system shall prevent the inmate from receiving a second dial tone, or "chain-dialing".
- c) The system shall have the capability to remotely survey Inmate calls and be able to transfer specific calls in progress to investigators.
- d) The inmate shall not communicate with the called party until the call has been accepted.
- e) The system shall detect the difference between an accepted call, and an answering machine, busy signal or other telephone activity. Please describe in your proposal how your platform accomplishes this.
- f) The system shall allow call blocking of specific numbers by inmate PIN telephones, or group of telephones. The system shall be able to block access to an unlimited number of specific telephone numbers upon request.
- g) The system shall permit the called party to block all future calls from the facility.
- h) The system must have the capability to suspend an inmate's privilege for placing a call and set a beginning and end date without the need to manually re-enable privileges.

13. Other Investigative Tools

- a) The system shall be equipped with a remote call-forwarding feature to those numbers that are under surveillance by the investigative unit. The feature shall allow authorized personnel to monitor a call, from any designated remote location, while the call is in progress. The call shall be automatically rerouted once the call is accepted by the called party and in progress. There

cannot be any distance barriers to the retrieval process so the remote telephone number can be located within the facility or across the county.

- b) The system must have the capability to move an inmate or group of inmates from one housing unit to another without the need to re-enter the information.
- c) Keyword recognition in addition to continuous voice verification shall be provided.
- d) Please make sure to provide detailed information regarding additional investigative tools, features, or creative solutions that would be available to the County.
- e) System should have the capability to build and manage case files within the application/platform consisting of multiple calls and individually labeled.
- f) If possible, the system should be able to provide the information of the individual to which a phone number is registered along with the addresses. The facility is aware that this information is not obtainable in all situations, they simply request it be captured when available.

14. System Security

- a) The proposed system must be programmed for auto shut-off at times designated by the County. This feature should be programmable by the designated system administrator within the facility.
- b) The proposed system should have a mechanism in place to allow for an individual inmate (with a specific PIN) to be restricted to a certain number of calls for a given period. It is preferred that after the predetermined timeframe the settings will revert back to the general settings.
- c) The County personnel must be able to manually shut down the system in case of emergency.
- d) The proposed system shall be password protected to permit only appropriate facility personnel access to the system.
- e) The system shall have the capability to enable and disable any phone at the facility from any secured internet enabled computer.
- f) The system should have the capability to build "user templates" which allow for different permission levels to be assigned to various users of the system.

15. Reports

- a) The system shall generate reports that state, at a minimum, the date and time each call is placed, the source of the call, the telephone number called, the date and time the call ends, duration of the call, and a voice recording of all parties involved in the conversation. The system shall have the capability to store calls in memory for a period of time sufficient to comply with any requirements of the Public Information Act. At a minimum, the County needs three (3) years of data including recorded calls.
- b) The facility shall have the capability to view and track call activity, commission information, and facility service requests from practically any location at any time via a web accessible site.
- c) The Contractor shall supply call detail reports to the County. These reports shall contain a variety of call information and be customizable to suit the County's needs.
- d) Standard reports should include: Frequently dialed numbers, 3-way call

- attempts, and call volume by telephone.
- e) Contractor shall supply monthly revenue report.
- f) Contractor should attach samples of their call detail and other standard reports as part of their proposal submission.

16. Service and Maintenance

- a) The Contractor shall offer complete hardware and software on-site contract maintenance through itself or a County approved vendor.
- b) The Contractor shall provide engineering and technical support to the County to help resolve any operational or service problems that may occur. The Contractor should provide a twenty-four-hour telephone number for emergency technical support.
- c) Acknowledgement of receipt of a repair request from the County must be made within two (2) hours. Contractor shall dispatch for repair within twenty-four hours for minor outages and within eight (8) hours for major outages. A minor outage is defined as the inability to originate calls from less than 25% of the stations serviced. A major outage is defined as the inability to originate calls from 25% or more of the stations served.
- d) The maintenance and quality assurance programs for telephones to be installed should be described in the Contractor's proposal.
- e) It is solely the Contractor's responsibility to provide installation and maintenance which includes all wiring at the facilities.
- f) Contractor shall assign a contact person who will be responsible for ongoing account management and support. This person should be noted in the Contractor's proposal.
- g) System upgrades, including software and hardware upgrades should be provided free of charge to the County for the life of the contract.

17. Installation and Cut-Over

- a) The Contractor shall provide inmate telephone sets, hardware, software and installation of said equipment should be completed within 30 days of award.
- b) Installation shall be performed by the Contractor, at no cost to the County. The Contractor shall arrange and be responsible for all systems necessary to interface the inmate telephone system with all necessary telephone carriers and operating systems as necessary.
- c) A Contractor shall present a complete and detailed schedule of the time-frame required for installation, utility coordination, training, cut-over and testing. The system must be installed in a manner and under a time-frame designed to minimize disruption of the normal functioning of the facility.
- d) If the schedule cannot be met within the 30 days stated above, Contractor must propose an installation schedule of events. Failure to state installation time in the proposal response shall obligate the Contractor to complete the installation in the timeframe referenced above. Extended installation will however be considered, when it is in the best interest of the County.
- e) The risk of loss and or damage shall be assumed by the Contractor during shipment, unloading and installation.

18. Call Monitoring and Recording

- a) The proposed system shall maintain three (3) years of call recording online.
- b) Facility personnel must be able to search call recordings by dialed number, date, time, and inmate account.
- c) Facility personnel must be able to simultaneously listen to and record conversations.
- d) Recordings must be backed up for archiving and Contractor must describe the system utilized to do so as part of their proposal.

19. Training

- a) Contractor shall provide on-site training to the County staff (12 individuals) for system administration, operation and reporting.
- b) The training shall be scheduled at the convenience of the County in order to minimize the impact on shift personnel and scheduling.
- c) All applicable manuals shall be provided. Any and all manuals shall be provided in advance of the installation, in order to provide personnel with the opportunity to become familiar with the system.
- d) The training program shall be described as part of the Contractor's proposal.

20. Payment Options

- a) The proposed system shall provide a debit account for inmates' families and other approved parties.
- b) The Contractor shall have a system in place that will allow inmate families and friends to set-up alternate billing methods directly with the Contractor. The County would like to see all available payment methods presented as part of the Contractor's response.

21. Equipment

- a) All equipment shall be of the highest professional quality and reliability. All material from this contract shall be new and shall be the best of their respective types, free of corrosion, scratches or other defects. The offering shall only include items which are currently in design and production. Prototype or subset design shall not be considered. The system being proposed shall have been in production and continuous service in similar customer settings for a period of not less than one year. Prototype hardware or systems with less than a one-year proven track record of satisfactory correctional performance shall be not acceptable under this provision. Design and construction shall be consistent with good engineering practice and shall be performed in a neat, professional and craftsman-like manner.
- b) The proposed inmate telephone system shall be a turnkey, non-coin telephone system and service.
- c) All Contractor equipment shall comply with FCC regulations.
- d) The proposed equipment and system shall be scalable to meet the potential needs if the headcount of the Escambia County Road Prison is increased at some point during the contract term.

Infrastructure/ Cabling/ Technology Specifications:

- 1. The vendor will work with the BCC IT department to install all servers and

networking equipment needed for the implementation.

2. The vendor will provide any needed network cabling, and coordinate the installation with the BCC IT department.

Preferred/Optional Services:

1. In addition to the “required services” listed, the Escambia County Road Prison has an interest in any options that reduce the level of time required of operational staff. These options may include software/hardware tools, security features and/or procedural changes that automate and simplify various staff-intensive processes.
2. Escambia County Road Prison is interested in modernizing the way in which an offender accesses and utilizes various services provided within the facility. In order to accomplish this goal, Escambia County would be interested in obtaining information/cost proposals related to additional technology driven services provided by the Contractor.
3. Any additional features/available options should come with their own pricing documentation. The price for additional services should not be combined with the requested pricing related to the Inmate Telephone System Solution (Attachment A).

**Inmate Telephone System, Escambia County Road Prison
PD 17-18.066
Attachment A**

a. COMMISSIONS

Call Type	Connections Charge/1 st Minute Charge (A)	Per Minute Rate (B)	Commission Rate (C)
PrePaid Collect			
Local			
IntraLATA Intrastate			
InterLATA Intrastate			
IntraLATA Interstate			
InterLATA Interstate			
Debit (Inmate Paid)*			
Local			
IntraLATA Intrastate			
InterLATA Intrastate			
IntraLATA Interstate			
InterLATA Interstate			
Traditional Collect**			
Local			
IntraLATA Intrastate			
InterLATA Intrastate			
IntraLATA Interstate			
InterLATA Interstate			

b. Additional Options/Enhancements

Any additional options and/or enhancements related to the **Specifications Section - Preferred/Optional Services** must clearly be labeled as such with the individual costs for each listed.

*The facility is not currently offering this option to the inmate population but would like to receive pricing in the event they choose to move forward with this during the life of the agreement.

**We are aware that most providers are transitioning away from offering traditional collect calling as an option. If this is the case for the vendor, please notate this section of the bid form as "not offered."