

**AGREEMENT RELATING TO VIDEO VISITATION SERVICES FOR
ESCAMBIA COUNTY CORRECTIONS (PD 17-18.022)**

THIS AGREEMENT is made and entered into and between Escambia County, a political subdivision of the State of Florida, with a principal address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Global Tel *Link Corporation, a foreign for-profit corporation, FEI/EIN 63-1071001, with a principal address of 12021 Sunset Hills Road, Suite 100, Reston, VA 20190 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on January 8, 2018, the County issued a Request for Proposals (P.D. 17-18.022) seeking a contractor to install a new video wall for the EOC; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder proposing to provide such work; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such work as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Section 2. Term. This Agreement shall commence as of the date last executed and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one year terms. The total duration of this agreement, including the exercise of all options to renew and extend, shall not exceed the duration of five (5) years.

After all options to renew have been exercised and it is determined that interim performance is necessary to allow for the solicitation and award of a new agreement, the parties may agree to extend the agreement on a month-to-month basis up to a maximum of six (6) additional months. Pricing and all other terms and conditions of the agreement shall apply during the interim period. The total duration of this agreement shall not exceed the duration of five (5) years and six (6) months.

Section 3. Scope of Services. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals "Video Visitation Solutions," Solicitation No. P.D. 17-18.022, attached hereto as **Exhibit A**. The Scope of services shall include installing, operating and maintaining a fully operational Video Visitation System for the term of this Agreement inclusive of all required equipment, hardware and software—to include the monitoring and recording system, visitation control system, secure database, and visitation station equipment. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

Section 4. Compensation/Method of Payment. County shall pay Contractor in an amount not to exceed \$28,731.00 for the first calendar year of the initial term for annual software support

and maintenance fees related to the Video Visitation System, as set forth in the Pricing Form, attached hereto as **Exhibit B**. Thereafter, the annual fee for software support and maintenance fees shall increase by no more than 3.5% per year.

Contractor may request payment from County by the submission of properly executed original invoices. Invoices shall reflect the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to the following:

Clerk of the Circuit Court
Attn: Accounts Payable
221 Palafox Place
Pensacola, Florida 32502

All payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. VVS User Rates. Contractor shall not charge a fee for on-premises video visitation services for inmate users or video visitation services provided on-premises at the Video Visitation Facility located at 1190 West Leonard Street. In addition, Contractor shall not charge a fee for video visitation services to public defenders representing inmates in the custody of Escambia County Corrections whether the user elects to access the service on-premises or by remote device. Contractor may charge a user fee not to exceed the amounts provided in Exhibit B for video visitation services provided to the general public, including private attorneys representing inmates in the custody of Escambia County Corrections, if the user elects to access the service by a remote device.

Section 6. Termination. This Agreement may be terminated by County for cause or for convenience upon providing thirty (30) days written notice to the Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

Section 7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to this Agreement. 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.

Section 8. Insurance.

8.1 The Contractor is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
- (c) Florida statutory Workers' Compensation.

8.2 It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

8.3 Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

8.4 The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Section 9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 10. Subcontracts. The Contractor may subcontract work under this Agreement with the prior written consent of the County. The Contractor shall submit a copy of all executed subcontracts within ten (10) days of execution. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal

Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Global Tel *Link Corp.
Attention: General Counsel
12021 Sunset Hills Road, Ste. 100
Reston, VA 36607

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

Section 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

Section 13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

Section 14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises,

agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

Section 15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

Section 16. Permits, License and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Contractor shall pay all sales, consumer, use and other similar taxes associated with the scope of work or portions thereof, which are applicable during the performance of the work.

Section 17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

Section 18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

Section 19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

Section 20. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY: Escambia County, Florida, a political subdivision of the State of Florida

Witness: [Signature]

By: [Signature]
Jack R. Brown, County Administrator

Witness: [Signature]

Date: 5/17/18

BCC Approved: 5/3/18

CONTRACTOR: GLOBAL TEL *LINK CORPORATION

ATTEST: [Signature]
Corporate Secretary

By: [Signature]
Jeffrey B. Haidinger, President

Date: 4/25/18

[SEAL]

Approved as to form and legal sufficiency:
By/Title: [Signature]
Date: 4/10/18

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

Video Visitation Solutions

SOLICITATION NUMBER PD 17-18.022

RESPONSES WILL BE RECEIVED UNTIL: 3:00 PM CST, January 25, 2018

**Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL
32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591**

Board of County Commissioners

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

**From:
Paul R. Nobles
Purchasing Manager**

Assistance:

Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

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.



**Video Visitation Solutions
PD 17-18.022
Request for Proposals**

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PART I GENERAL INFORMATION

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

Specification Number PD 17-18.022, "Video Visitation Services," "Name of Submitting Firm," "Time and Date due".

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each submitter shall be responsible for his submittals being delivered on time as the County assumes no responsibility for same. Submittals received after the time set for solicitation closing will be rejected and returned unopened to the submitter.

Escambia County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

The following policy will apply to all methods of source selection:

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.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

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.

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:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) 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.

1-1 PURPOSE

The Board of County Commissioners of Escambia County is searching for a company that can provide Escambia County Corrections Department with an on-site Video Visitation Service to be utilized in correctional environments within Escambia County's detention facilities.

The intent of this Request for Proposal (RFP) is to seek product and service information from firms qualified and experienced in this specialized field. Submittal of a proposal and qualifications shall be designed to portray how Proposers can best fulfill the services required by the County while also providing the best value to the County.

For the firm selected as offering the best combination of service and value to the County, the County intends to award a three (3) year agreement with options for up to two (2) consecutive twelve (12) month renewals, with a maximum term of up to sixty (60) months. The Video Visitation Service will operate on a revenue-sharing and commission bases with proceeds payable to the Escambia County Jail's Inmate Welfare Fund (IWF).

1-2 NARRATIVE

The Escambia County Correction's Department is responsible for the care, custody, and control of the population housed within its facilities. The average daily population for the facilities requesting service via this RFP are approximate and can average between 1,400 and 1,600 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 Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2017)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	907
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	241
Escambia County Road Prison	601 County Road 297A Cantonment, Florida 32533	60
Walton County Jail *	796 Triple G Road, DeFuniak Springs, Florida 32433	263

Upon Completion of the New Jail Facility (expected completion is April, 2020) the Escambia County Jail will house all offenders within the confines of the Main Jail Complex. The Escambia County Jail system currently utilizes Video Visitation (VV) for its inmates located at the Main Jail, Work Release Facility and County Road Prison.

* Walton County Jail is not to be included in the response to this RFP.

1-3 SCOPE OF SERVICES

Required Services:

The Proposer must provide, install, operated, maintain, and service the Video Visitation System (VVS) for the Escambia County Jail. The hardware will be serviced by the Board of County Commissioners (BCC) Information Technology (IT) staff.

1. The County is requesting a fully operational system in place as quickly as possible and within a maximum of ninety (90) calendar days of the Notice to Proceed being issued.
2. Liquidated Damages will be a component of the final agreement as the County is required to abide by Florida Model Jail Standards.
3. During the installation, there will be no more than a total of three (3) calendar days' downtime, and zero (0) downtime during weekends.
4. Work must be performed during the business week (Monday-Friday) during normal business hours as approved by the department, and a fully operational system shall in place during weekends.

The Proposer must provide the following base system requirements:

1. Scheduling capacity (Corrections Staff, Inmate, and Public Availability).
2. Video and Audio Recording Capacity with the ability to easily retrieve needed files. It should be noted that the facility must have the ability to turn off the recording capability at any given time when to attorney/client privilege needs to be maintained.

3. Interface with the Escambia County Jail's jail management system – currently CTS America/SmartJail.
4. Interface with the Escambia County Jail's Inmate Trust Account Banking System – currently Aramark's CORE system.
5. The Proposer must provide equipment equal to or better than the current equipment owned by Escambia County (see Attachment A) if the current equipment is not compatible with the Proposer's product.
6. The Proposer must assume any costs or expenses which are the result of any necessary wiring changes or changes to infrastructure required to operate the Proposer's VVS. The existing cabling and network hardware are currently operating with no issues.
7. The Proposer must provide a VVS with a scheduling method that has the capability of monitoring and disconnecting the video visits by the Escambia County Corrections VVS Administrators and for these features to include preventative maintenance and equipment repairs.
8. The scheduling method must have the ability to set a limit on the number of visits per day, per inmate, and the length of time allotted for each visit.
9. Proposer must provide visitation from kiosks located at the Video Visitation Facility, located at 1190 West Leonard Street, Pensacola, FL 32501, at no cost to the public or the Inmate.
10. Proposer must provide overnight delivery of failed hardware components and equipment if required to maintain operation of the VVS.
11. The Proposer shall provide technical support with two (2) hours of notice given.
12. The Proposer must provide ALL on-site video visitation visits free of charge, however, remote video visits will be charged according to the Pricing Sheet for this RFP (see Attachment B).
13. The Proposer and its employees will follow all Escambia County Corrections regulations, rules, and standards.

Infrastructure, Cabling, and Technology Specifications:

1. The Proposer will work with the BCC IT department to install all servers and networking equipment needed for the implementation.
2. The Proposer will provide any needed network cabling, and coordinate the installation with the BCC IT department.

Preferred and Optional Services:

1. In addition to the Required Services noted above, the Escambia County Corrections Department has an interest in any options that reduce the level of time

required of Operational Staff to operate the VVS. These options may include hardware and/or software tools, or procedural changes that automate and simplify various staff-required or staff-intensive operational processes.

2. Escambia County Corrections is interested in modernizing the way in which an Inmate accesses and utilizes various services provided within the facility. In order to accomplish this goal, Escambia County would be interested in obtaining information and cost proposals related to additional technology-driven solutions offered by the Proposer.
3. All additional features and available options should come with their own pricing documentation. The price(s) for preferred and optional services should not be combined with the requested pricing related to the Video Visitation Solution (see Attachment B).

1-4 COMMISSION RATE

The Commission Rate is only related to those visits not be provided free of charge as referenced above.

1-5 REVISIONS:

The County may suggest revisions to this Scope of Service, highlighting or de-emphasizing certain facets or activities, as the County's priorities emerge and new information becomes available.

PART II INFORMATION REQUIRED FROM SUBMITTERS ALL RESPONSES SHALL INCLUDE THE FOLLOWING:

2-1 FORMAT AND CONTENT

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

Responses shall include the complete name and address of the Proposing firm, and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of RFP response. **Provide one (1) paper copy and one (1) complete submittal on flash-drive or Compact Disc (CD).**

2-2 REQUIREMENTS

Proposer must be able to safely and securely provide specified services to meet the needs of Inmates at the various housing Escambia County Jail, as well as the general public, for the purpose of conducting Video Visitation sessions. Proposer's minimum qualification criteria include, but are not limited to, the following:

1. Due to the complex nature and security concerns of correctional facilities, Proposers must have at least five (5) years of recent experience providing and administering video visitation services to city, county, or state correctional facilities.

2. Proposer must provide a qualified, trained, and certified staff dedicated to the sole purpose of supporting the proposed Video Visitation System.
3. Proposer must have fully-automated and configurable scheduling software incorporated into the proposed software application.

The proposer shall provide the following in their response to this RFP:

1. Training plan for staff.
2. Timeline with detailed step-by-step plans for ramping up to full operation once a Notice to Proceed is issued.
3. A narrative description of how the Proposer will deliver the requested services. This narrative shall include must include hardware, software, and implementation services necessary to furnish the proposed solution.
4. Provide specific information concerning the Proposer's experience in the services specified in this RFP, preferably within the State of Florida. Current examples of VVS operations should be submitted as references.
5. Names and qualifications of personnel to be assigned to this project.
6. The Proposer must provide policies and procedures relative to security of employees and background checks.
7. A detailed list of any requirements the Proposer will have of the County to provide, along with a detailed justification for the requirement.
8. Complete Attachment B in full, and provide - separately - all information regarding any recommended Preferred or Optional Services.

PART III SELECTION PROCESS AND CRITERIA FOR SELECTION PROCESS

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 April 5, 2018.

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

Criteria	Weight
Product Functionality: Ability to meet technical specifications. Properly communicate qualifications. Respond appropriately to the RFP Requirements.	60
Experience with Similar Industry Systems: Years and level of Experience providing the requested service to local, state, or federal correctional facilities.	20
Price: Detailed costs, both direct and indirect, will be evaluated. Long-term costs and Total Cost of Ownership will also be considered. This section includes evaluation of both the costs charged to those utilizing the remote visits and the commission rate remitted to Escambia County.	10
Preferred/Optional Services Available: Availability and cost of any proposed optional services that can be utilized to modernize/enhance the operations of the Escambia County Jail as requested in Section D (3).	10
Total Possible Score	100

PART IV SCHEDULE

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

Event	Scheduled Date
Public Notice	January 8, 2018
Final Date for Questions	5:00 PM, CST, January 18, 2018
Responses to Questions	January 19, 2018
RFP Responses Due	3:00 PM, CST January 25, 2018
Short-List Meeting	11:00 AM, CST January 31, 2018
Discussions/Ranking Meeting	8:30 AM, CST February 9, 2018
1 st Negotiations	3:00 PM, CST February 28, 2018
2 nd Negotiations (If Necessary)	1:00 PM, CST March 9, 2018
Recommendation to BCC	April 5, 2018

All questions shall be directed to:

Jeffrey Lovingood
Purchasing Specialist
Telephone (850) 595-4953
Email: JDLovingood@myescambia.com

PART V CONTRACT TERM / RENEWAL / TERMINATION

1. The contract resulting from this RFP shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for 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.
2. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
3. The initiation County department(s) shall issue release purchase orders against the term contract on an "as needed" basis.
4. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
5. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
6. 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.
7. The contract resulting from this Solicitation may include provisions for price adjustments after twelve (12) months. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

ATTACHMENT A
Current Equipment Specifications
PD 17-18.022
For a
Video Visitation Solution

All video visitation station components must be field replaceable by facility staff or by the VVS contractor. All video visitation station components must, at minimum, meet the following requirements:

A. VISITOR STATIONS (118 total)

1. Correction grade wall mountable enclosure with minimum 14 gauge steel
2. Minimum of 17" color monitor
3. USB webcam
4. 60 with two Detention grade audio handsets with cable lanyard 33" in length and 58 with one Detention grade audio handset with cable lanyard 33" in length
5. Sloped top
6. Available with minimum of 1/4" Lexan safety glass
7. Enclosure shall be wall mounted with a minimum of 4 lag bolt locations and openings for two 4-square boxes in the rear.
8. The enclosure shall not have any openings exposed to inmate or visitor.
9. Available with standard monitor or touchscreen
10. Option for second handsets
11. Option for external USB port
12. Option for external corrections grade keyboard and track ball
13. Optional pedestal mounts available in single, dual, tri and quad configurations
14. Option for mobile video visitation stations
15. Videoconferencing Codec Hardware
 - I. 4GB Hard Drive or better.
 - II. 2GB of RAM or better.
16. Videoconferencing Codec will contain multiple non-proprietary CODECS. CODECS to include a minimum of the following:
 - I. Must have built in Video Conferencing CODEC which utilizes H.323 and/or SIP protocols for open communication directly to devices from Cisco, Polycom, Lifesize etc.
 - II. Must have option to utilize embedded Cisco Jabber CODEC which communicates with Cisco's Unified Call Manager and meets the following specifications:
 - a) Bandwidth - Supported from 24 kbps up to 8 Mbps
 - b) Video standards
 - 1) H.264
 - 2) H.263+
 - 3) H.263
 - c) Video system must allow users to view other party in full screen mode without sacrificing video quality.
 - d) Video Resolution & Frame rates- The available resolution at any time depends on the video source, the available bandwidth, and the processing power of the computer.
 - 1) Native NTSC:
 - i. 400p (528 x 400 pixels)
 - ii. 4SIF (704 x 480 pixels)
 - iii. SIF (352 x 240 pixels)
 - 2) Native PAL:

ATTACHMENT A
Current Equipment Specifications
PD 17-18.022
For a
Video Visitation Solution

- i. 448p (576 x 448 pixels)
- ii. 4CIF (704 x 576 pixels)
- iii. CIF (352 x 288 pixels)
- iv. QCIF (256 x 144 pixels)
- v. SQCIF (128 x 96 pixels)
- 3) Native PC Resolutions:
 - i. XGA (1024 x 768 pixels)
 - ii. VGA (640 x 480 pixels)
 - iii. QVGA (256 x 144 pixels)
- 4) Wide Resolutions:
 - i. w1080p (1920 x 1080 pixels)
 - ii. w720p (1280 x 720 pixels)
 - iii. w576p (1024 x 576 pixels)
 - iv. w448p (768 x 448 pixels)
 - v. w288p (512 x 288 pixels)
- e) Audio standards
 - 1) MPEG4 AAC-LD; 48 kHz, 64 kbps
 - 2) G.722.1; 24 kbps
 - 3) G.722.1; 32 kbps
 - 4) G.711 a-law
 - 5) G.711 mu-law

B. INMATE STATIONS (6 total)

- 1. Correction grade steel wall mountable enclosure with option to attach to existing correctional industry standard "mini-phone" wall mount bracket
- 2. Interchangeable front faceplate for height range 5'3" – 6'3"
- 3. Minimum 10.1" Android based quad core tablet
 - I. Multi-touch capacitive screen
 - II. Tempered glass and anti-glare screen protector
 - III. Front facing webcam
 - IV. Quad-core processor
 - V. 1G RAM
 - VI. 16GB NAND memory
 - VII. Customizable OS and launcher designed for corrections market to prevent unauthorized access to unapproved programs.
 - VIII. Tablets will be controlled by an industry leading enterprise mobility management solution that allows for easy of update and services upgrades
- 4. Power-over-Ethernet capability with simultaneous data and power transfer.
- 5. Detention grade electret audio handset with cable lanyard at least 33" in length (dual handsets optional)
- 6. The enclosure shall not have any openings exposed to inmate or visitor.
- 7. Option for mobile video visitation stations
- 8. Will contain multiple non-proprietary CODECS. CODECS to include a minimum of the following:

ATTACHMENT A
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- I. *Must have built in Video Conferencing CODEC which utilizes H.323 and/or SIP protocols for open communication directly to devices from Cisco, Polycom, Lifesize etc*
- II. Must utilize Adobe Flash - for "at home" internet visitations

C. RECORDINGS

All visitation recordings shall be processed and stored locally within the facility's internal server environment or optionally, if facility desires, at remote data center.

D. SERVERS

VVS servers shall be installed locally within the facility's internal server environment or optionally, if facility desires, at remote data center

1. Application Server-Minimum Requirements
 - I. Operating System: Windows Server 2012
 - II. Database support: Oracle 11, PostgreSQL 9, SQL Server 2008
 - III. Processor: Quad Core, 2Ghz or higher
 - IV. Memory: 4GB RAM
 - V. Disk Storage:
 - a) 80GB minimum available storage space
 - b) RAID1 for maximum up time
 - c) SPEED of disks for database server – 15,000 RPM
 - VI. Network: 1 or more 100MB/1GB NIC (as appropriate for network)
 - VII. Local Access: KVM, or monitor, keyboard & mouse (for initial OS setup)
 - VIII. Remote access: RDT, VNC, VPN, Logmein.com or other connection method for support
 - IX. Back-up and Redundancy: Ability to function in different back-up and redundant environments. Type of environment that is appropriate depends upon IT policies and standards.
 - X. Redundant Power supplies for maximum up time
 - XI. PCI-Express slot for auto dialer card
 - XII. DVD Drive
 - XIII. Rack Rails: 2 post / 4 post
 - XIV. Approved manufacturers: Dell, HP
2. Recording & Storage Server (recording up to 24 simultaneous visits)
 - I. Operating System: Linux (dedicated 80GB min. OS Partition)
 - a) Linux CentOS 6.x – 64bit
 - II. Processor: 1 Six Core, 2Ghz or higher
 - III. Memory: 8GB RAM
 - IV. Network:
 - a) One or more 1GB NIC
 - b) If applicable, connection to SAN or other external storage device
 - V. Local Access: KVM, or monitor, keyboard & mouse (for initial OS setup)
 - VI. Remote access: SSH, VPN, or other connection method for support
 - VII. Disk Storage:
 - a) Two options (suggested to have RAID 5 or 6)
 - 1) Local Storage
 - 2) External Storage: Attached SAS, SCSI, iSCSI, etc. 80 GB

ATTACHMENT A
Current Equipment Specifications
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- for the local OS normally on local hard disk in server
- b) XX hours of recordings at 120MB per hour + 50GB = total recording storage space
- VIII. Back-up and Redundancy: Ability to function in different back-up and redundant environments. Type of environment that is appropriate depends upon IT policies and standards.
 - IX. Redundant Power supplies for maximum up time
 - X. DVD Drive
 - XI. Rack Rails: 2 post / 4 post
 - XII. Approved manufacturers: Dell, HP
 - XIII. Flash Recording Server (remove if internet/at home video visitation is not included)
 - a) Can be installed on the recording/storage server or optionally on a separate server for security reasons (example located in DMZ) per facility security policy.

E. ADDITIONAL INFORMATION

- 1. VVS shall be connected to a 100 Mbps Ethernet network.
- 2. VVS shall utilize CAT6 cabling for connection to the visitation network.
- 3. VVS shall provide an adequate number of Gigabit or 10/100Base-T managed multicast switches and ports to accommodate the total number of visitation stations, servers and administration stations.
- 4. Facility shall be responsible for any and all bandwidth required for Internet video visitations.

**ATTACHMENT B
Pricing Sheet
PD 17-18.022
For
Video Visitation Solution**

A. COMMISSIONS

Keeping the availability of remote video visitation financially feasible for the users is a primary concern for Escambia County. Low per-minute costs have been deemed more critical than high commission rates. Commission on gross revenue or per-completed-visit shall be submitted on this Bid Form. Requested rate/cost, fee and commission information will be entered on the lines provided. Please note: Submission of additional pricing pages, clarification pages, and/or pricing scales, or any documentation regarding pricing other than that submitted on this Bid form should be clearly labeled so as not to result in the disqualification of Proposer's RFP response.

Video Visitation Pricing	Cost to General Public (A)	Cost to Inmates (B)	Cost to Public Defenders (C)	Cost to Private Legal Council (D)	Commission Rate (E)
Per Minute Cost	\$	\$	\$	\$	%
30-Minute Block Cost	\$	\$	\$	\$	%
Additional Fees / Charges Per session	\$	\$	\$	\$	%

B. HARDWARE COSTS

Please provide a detailed breakdown of the costs associated with the various forms of hardware you are proposing for the facility.

C. SOFTWARE SUPPORT AND MAINTENANCE

Please provide a detailed breakdown of the yearly software support/maintenance fees associated with the Video Visitation Solution.



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 22, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.022 Video Visitation Services (VVS)

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 1 provides answers to questions which were submitted in writing and have been answered on the following page(s).

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey Lovingood", is written over a circular stamp or seal.

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Question 1: Please provide the current usage data for county's ITS and VVS systems.

Answer 1: This RFP is for VVS only and the average visits per month are 3,038 with an average combined length of 121,520 minutes per month.

Question 2: After the County has the short list meeting, will vendor demonstrations be scheduled?

Answer 2: If we short list several vendors it would be out intention to receive demonstrations.

Question 3: Will there be a pre-proposal conference and/or tour to provide bidders a better context of requirements/expectations?

Answer 3: There is no a pre-solicitation conference scheduled.

Question 4: In April 2020, when inmates move to the new facility, what is the expectation for the existing new equipment? Does Escambia expect the existing equipment to be moved to the new location? Or is the vendor expected to provide all new equipment for the new location?

Answer 4: Equipment from the Work Release Facility and the Road Prison will be able to be relocated to the new facility. If additional equipment is needed to service the population housed at the new facility then the County will work with the vendor to purchase the needed equipment.

Attachment A

Question 5: Are the 118 stations strictly for friends & family wanting to use VVS onsite? Please expand on the intent and purpose of this many stations.

Answer 5: 60 stations are for friends and family and the remaining 58 are for the inmate population.

Question 6: Please provide distribution by location for the requested 118 stations.

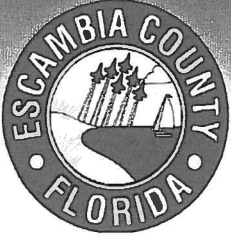
Answer 6: Road Prison: 2, Work Release: 9, Main Jail: 47, Video Visitation Facility: 60

Question 7: Section B – what is a quad core processor?

Answer 7: This is the type of processor contained in the video visitation servers.

Question 8: Section A - #4) Please explain the equipment specification "60 with two detention grade audio handsets and 58 with one detention grade audio handsets" Why are there two different grades required?

Answer 8: There aren't two different grades specified. There are 60 units needed with 2 handsets and 58 needed with 1 handset.



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 30, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 17-18.022 Video Visitation Services

All:

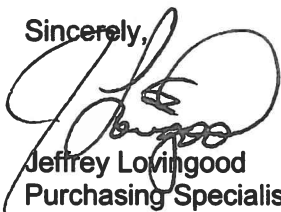
We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 2 provides for a correction to the time slots for the upcoming Discussion and Ranking meeting on February 9, 2018. The update is as follows:

	<u>Original Schedule</u>	<u>Updated Schedule</u>
Securus Technology	8:30 AM – 9:10 AM	8:30 AM – 9:10 AM
Committee Break	9:10 – 9:15	9:10 – 9:15
GTL	9:15—9:45	9:15 – 9:55
Committee Break	-----	9:55 – 10:00
Ranking Meeting	9:45—10:00	10:00 – 10:30

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,


Jeffrey Lovinood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

**ATTACHMENT B
Pricing Sheet
PD 17-18.022
For
Video Visitation Solution**

A. COMMISSIONS

Keeping the availability of remote video visitation financially feasible for the users is a primary concern for Escambia County. Low per-minute costs have been deemed more critical than high commission rates. Commission on gross revenue or per-completed-visit shall be submitted on this Bid Form. Requested rate/cost, fee and commission information will be entered on the lines provided. Please note: Submission of additional pricing pages, clarification pages, and/or pricing scales, or any documentation regarding pricing other than that submitted on this Bid form should be clearly labeled so as not to result in the disqualification of Proposer's RFP response.

Video Visitation Pricing	Cost to General Public (A)	Cost to Inmates (B)	Cost to Public Defenders (C)	Cost to Private Legal Council (D)	Commission Rate (E)
Per Minute Cost	\$0.20	\$0.00	\$0.00	\$0.20	0%
30-Minute Block Cost**	\$6.00	\$0.00	\$0.00	\$6.00	0%
Additional Fees / Charges Per session	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

**** GTL Recommends using a 10 and 25 minute block for visits.
10-minute block cost - \$2.00
25-minute block cost - \$5.00**

B. HARDWARE COSTS

Please provide a detailed breakdown of the costs associated with the various forms of hardware you are proposing for the facility.

Flex:

- Flex (complete unit – tablet, enclosure, handset, etc.) \$1,500
- Flex individual components - (only items that can be replaced)
- Flex Tablet \$500.00
- Screen Protector \$60.00
- Handset \$48.00



Big Blue:

- Codec (PC) \$935.00
- Monitor \$325.00
- Handset \$48.00
- Handset adapter \$55.00
- Webcam \$100.00

C. SOFTWARE SUPPORT AND MAINTENANCE

Please provide a detailed breakdown of the yearly software support/maintenance fees associated with the Video Visitation Solution.

Support				
Product Name	Product Code	Qty	Unit Cost	Extended
SU-SUPPORT & UPGRADES- Level 2 -7x24x365	RS-SU-5.6-1002	1	\$28,731.00	\$28,731.00
Subtotal:				\$28,731.00

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board adopt the Resolution [R2018-39] approving Supplemental Budget Amendment #087, General Fund (001), in the amount of \$121,192, to recognize the Sheriff's off-duty officer, investigative costs, insurance proceeds, firing range, and miscellaneous reimbursements/fees, and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

Approved 5-0

11. Recommendation: That the Board adopt the Resolution [R2018-40] approving Supplemental Budget Amendment #096, Local Option Sales Tax Fund III (352), in the amount of \$231,500, to recognize proceeds from a State of Florida Department of Transportation Local Agency Program Agreement and to appropriate these funds for design of the ferry landing at Quietwater Beach Phase II.

Approved 5-0

12. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement Relating to Video Visitation Services for Escambia County Corrections between Escambia County and Global Tel*Link Corporation, per the terms and conditions of PD 17-18.022, Video Visitation Solutions, for a term of three years, with two one-year renewals, at a cost of \$28,731 annually, for software support and maintenance (Funding: Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 54601, Repair and Maintenance Services).

Approved 5-0

13. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and Chavers Construction, Inc., per the terms and conditions of PD 17-18.036, Ensenada Uno and Dos Drainage Improvement Project, for a lump sum of \$53,730 (Funding: Fund 352, Local Option Sales Tax III; Cost Center 210107, Transportation and Drainage; Object Code 56301, Improvements Other Than Buildings, Project 15EN3354, "Pensacola Beach Master Plan [Ensenada Uno and Dos]").

Approved 4-0, with Commissioner May abstaining (and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers)