

PROVIDE COMPREHENSIVE  
TELECOMMUNICATION SERVICES FOR THE  
OKALOOSA COUNTY DEPT OF CORRECTIONS



RFP: #DOC 44-13

RFP DUE: **AUGUST 2, 2013** @ 4:00 P.M.

THE INTENT OF THIS RFP IS TO OBTAIN PROPOSALS  
TO PROVIDE INMATE TELECOMMUNICATION SERVICES

## NOTICE TO PROPOSERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL will accept sealed proposals until **4:00 p.m. (local time), August 2, 2013** for Providing Inmate Telephone Service for the Okaloosa County Department of Corrections. Pursuant to copies of bid provisions, bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview FL 32536; Phone 850-689-5960 or they may be downloaded from our website at [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us) (County Dept., Purchasing, Competitive Solicitation Information (lower left-hand corner) and the Current (that will link you to the Florida Panhandle Purchasing Group website where our bid specifications will now be posted).

The deadline to receive **ALL** proposals will be **August 2, 2013 4:00 p.m. (local time)**. All proposals must be in sealed envelopes reflecting on the outside thereof the proposer's name and "**Providing Inmate Telephone Service for the Okaloosa County Department of Corrections**" to be opened on **August 2, 2013 at 4:00 p.m.**

There will be a **mandatory pre-bid meeting** to be held at **9:00 a.m., July 24, 2013** located at the Administrative Office at the Department of Corrections, 1200 E. James Lee Blvd., Crestview FL 32536.

There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Clerk of Circuit Court  
Attn: Gary Stanford  
302 N. Wilson St. #203  
Crestview FL 32536

//Signed// - J Jack Allen for  
Richard L Brannon  
Purchasing Director

07/03/2013  
Date

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY

Don R. Amunds  
Chairman

# SPECIFICATIONS

## A. GENERAL REQUIREMENTS

**A.1 INTENT OF THE REQUEST FOR PROPOSAL (RFP)** - The declared intent of this RFP is a solicitation by the Okaloosa County Department of Corrections for bids from qualified vendors of inmate telecommunication service to provide inmate telephone equipment, video visitation, and related services at the Okaloosa County Jail.

## A.2 RFP SCHEDULE

The Schedule for this RFP is as follows:

1. Invitation & Specifications for RFP issued:
2. Mandatory Pre-Bid Conference:
3. RFP Due Date:

**A.3 DEFINITIONS** - For the purpose of this bid, the term "Vendor" refers to the vendor of the proposed equipment and services. The term "COUNTY" has been used to refer to **Okaloosa County Department of Corrections**.

## A.4 RFP SUBMISSION – GENERAL

1. Each Vendor must prepare a written bid. All pages of the response must be numbered. RFP's must be formatted consistent with the specific sections and numbered paragraphs and must respond to each on an individual basis. Failure to address any item must be interpreted as non-responsive. Vendors must respond to all paragraphs and submit the following:
  - a. Letter of Transmittal
  - b. Vendor Qualifications
  - c. Summary of Compliance with all RFP Specifications
  - d. References
  - e. Financial Statement
  - f. Completed Schedule B
  - g. Installation Plan
  - h. Account Support Narrative
2. An authorized representative of the Vendor must sign each RFP response. Additionally, it should include the name(s) of the person(s) authorized to negotiate with the COUNTY.

3. Original and six (6) copies of the RFP response, written clearly and legibly, must be submitted in a sealed envelope plainly marked on the outside **with the Bidder's name and "Bid on Providing Telecommunication Services for the Okaloosa County Department of Corrections.**
4. The RFP response must be received by the COUNTY on or before the date and time shown on the invitation to bid letter. Responses not received by this date and time will be automatically disqualified from consideration.

**Note:** Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

**A.5 VENDOR INQUIRIES** - If additions, deletions, modifications or clarifications to the RFP become necessary, the changes will be noted by written addendum to the Vendors. Nothing presented orally during Vendor inquiries or pre-bid conference will modify or alter the specifications. All inquiries concerning this RFP should be sent to the appropriate COUNTY representative.

**A.6 BASIS OF AWARD**

1. The COUNTY will review all RFP responses to ensure compliance with the specifications. Vendor may be excluded from further consideration for failure to comply with the specifications of the RFP.
2. The COUNTY reserves the right to accept or reject any or all bids, or to waive any formalities and irregularities. The COUNTY reserves the right to make an award based solely upon the bids or to negotiate further with any or all Vendors.
3. To insure specified performance of the proposed system, the COUNTY reserves the right to require a finalist(s) demonstration/presentation of system.
4. The bids will be reviewed by a Selection Committee and evaluated.
5. Award of this contract will be based on:
  - a. Qualification – Proven ability to provide reliable service
  - b. Bid Price – Monthly commission that is based on percentage of gross monthly revenue
  - c. Lump sum payment to Okaloosa County for contract rights.

**A.7 CONTRACTUAL RELATIONSHIP** - Nothing contained herein creates any contractual relationship between the COUNTY and the Vendor, contractor, sub-contractor, or supplier. However, bidding statements contained in the response of the successful vendor and the technical service requirements contained herein will become part of the contract for the equipment, installation and services.

#### **A.8 CONTRACT TERM**

Vendor should submit a bid for a three (3) year Contract, with the option to renew for three (3) additional twelve (12) month terms following the initial term. At the end of the Contract, Vendor agrees to provide service on a month-to-month basis until the Contract is renewed for the extended 12-month period, or until the COUNTY can procure a new Contract through the RFP process. If the contract has concluded for the current vendor and an RFP has been posted for a new contract, the current vendor agrees to continue service on a month to month basis until the new contract has been initiated and the new vendor has accepted change of service. This contract would become effective **October 1, 2013**.

#### **A.9 TERMINATION**

The COUNTY may terminate the resulting agreement in the event of a material breach by the Vendor. The COUNTY is required to give ninety (90) days written notice of the breach. If the specified breach is not corrected by the Vendor within the ninety (90) days, the COUNTY must have the right to terminate this agreement without further notice.

#### **A.10 LICENSING, CERTIFICATION, & OTHER STATUTORY REQUIREMENTS**

It is the responsibility of the Vendor to meet and obey all applicable Federal, State & Local Licensing, certification and permitting requirements. This will be done at the Vendor's expense, with no expense to the COUNTY. All applicable federal, state, and local laws, rules and regulations governing telecommunications service contracts will apply to the Contract throughout and be deemed incorporated into the Contract.

#### **A.11 LIABILITY**

The COUNTY will provide space and electric power for the Inmate Telephone System. The COUNTY will have no liability to Vendor for fraud, theft, casual damage or loss from whatever cause to Vendor's equipment including, without limiting the foregoing, vandalism/damage inflicted by the inmates on the Inmate stations or Vendors system. In the event of repeated or excessive damage to stations or system equipment, Vendor must have the right to request/negotiate equipment movement or removal. Such requests must be agreed upon by the facility.

#### **A.12 INSTALLATION/DISCONNECTION**

The COUNTY will unilaterally determine the locations as well as the need for future installations and disconnects. Successful Vendor will be responsible for all costs associated with the installation or disconnection through the term of the Contract.

#### **A.13 PRESENT INMATE TELEPHONE SERVICE**

Securus is currently providing inmate Telephone Service for the **OKALOOSA COUNTY DEPARTMENT OF CORRECTIONS**. The Okaloosa County Jail has an average daily population of 613.

#### A.14 MISCELLANEOUS REQUIREMENTS

1. Each Vendor should enclose a copy of the terms and conditions of their standard Contract.
2. Vendors should make every attempt to use technological terminology in their bid that is common to the industry and technology used by the COUNTY. Comparable terminology may be substituted where appropriate if the Vendor provides clear and concise definitions.
3. The COUNTY will not be liable for any of the costs incurred in preparation and presentation of the bid.
4. Any material submitted by the Vendor that is considered confidential in nature must be clearly marked as such. Due to applicable laws and regulations concerning public documents, the COUNTY makes no representation that any such material will be kept confidential.

**A.15 A mandatory Pre-Bid Conference will be held at 9:00 a.m. (CST) in the Administrative Office of the Okaloosa County Department of Corrections, 1200 E. James Lee Blvd, Crestview, FL 32539, to allow questions and arrange site visits for Vendors to inspect presently installed equipment. This Conference is Mandatory.** Written questions are encouraged prior to the Conference to allow the COUNTY to have answers for all Vendors at the Conference. Written answers to all questions submitted during this conference will be provided at least seven days prior to the bid **DEADLINE**.

**A.16 NO CONTACT CLAUSE** – The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

#### B. VENDOR QUALIFICATIONS

**B.1 EXPERIENCE** – Vendor must be experienced in providing phone services to customers with at least 50 – 100 stations in one location and must have a minimum of five (5) years experience installation inmate telecommunication systems. Vendor must also have experience providing the described service to customers with multiple facilities that are networked together and that require the same functionality at each site. Response to this paragraph must be a full capability statement, including, but not limited to the following:

1. Years and nature of experience in telephone and video visitation business.
2. Certified financial statements. Vendor must show proof of profitability and financial stability for both services.

**B.2 REFERENCES** – Vendor must provide a list of five (5) current customer references that the COUNTY may contact. **IT IS NOT ACCEPTABLE TO RESPOND THAT VENDOR'S CUSTOMER**

**REFERENCES ARE PROPRIETARY INFORMATION.** Vendors are advised that references will be contracted without further consent or approval of the Vendor.

**B.3 SUBCONTRACTORS** – If any part of the work is or will be subcontracted, the Vendor must provide the name and address of the subcontractor within the bid response. All subcontracted work will be bound by the same terms as contained in the Contract. Vendor will be held responsible for all work performed by the subcontractor.

**C. TECHNICAL REQUIREMENTS**

**C.1 PURPOSE & INTENT/PHONE SERVICES**

**BASIC SCOPE OF SERVICES** – The purpose and intent of this section of the bid is for the provision of approximately 50 existing fixed inmate telephones and four (4) portable inmate telephones at the **Okaloosa County Department of Corrections facilities**. The phone would be installed separate from the video visitation equipment.

Vendor must propose equipment, local intralata and interlata services. Vendor should propose a package including installation, maintenance and collections. Vendor must inspect each installation site and provide replacement telephones, enclosures and panels as needed.

**C.2 SYSTEM CONFIGURATION**

1. The inmate telephone system proposed by the Vendor must be a turnkey, Non-Coin Telecommunications Service.
2. The proposed inmate telephone system at the COUNTY facilities must be capable of completing station-to-station collect calls from inmates.
3. The proposed inmate telephone system must not require any electrical outlets at the actual telephone set locations.
4. The system should have the capability of simultaneously recording all inmate calls 24 hours a day, 7 days a week.

**C.3 INSTRUMENTS**

1. If the telephone are replace, Vendor must install new inmate stations made of heavy gauge steel construction with armored keypad and lexan type handset. All units must be provided with a handset cord, which will withstand 800 pounds of longitudinal tension. Each station must be secured with special security type screws. Keyed locks must not be accessible. Telephones must be in full compliance with Americans with Disabilities Act (ADA). Vendor must provide catalog cut sheet of proposed telephone instruments.
2. Inmate telephone sets must be wall mounted, of stainless or equivalent tamper-resistant durable construction.
3. Four (4) inmate telephone sets must be provided for the COUNTY facilities.
4. Two (2) public pay stations – Public lobby and Visitation lobby.

#### C.4 ACCESS

1. The inmate telephone system must provide outgoing collect service with no access to direct dialed or operator handled service.
2. The system must be restricted to outgoing calls only, no incoming calls are allowed.
3. Facility officials must retain the capability of turning off or blocking service to any telephone or group of telephones from a central location inside the facility.
4. The system must be capable of accepting changes in a central location that have immediate effect on all sites. If applicable, PIN's, allowed number lists and blocked number lists should be controlled from a central location for data consistency.
5. All telephones must be FCC registered and Contractor's current FCC number must be provided as part of the bid response. Vendor must submit a detailed description of all specific features offered.
6. The system proposed must be designed to use only an automated operator to place inmate calls. The system should provide clear voice prompts to complete calls without the use of an operator. Vendor must provide a clear description of all automated operator services that will be used for Inmate calls.

**C.5 CALLING INSTRUCTIONS** – Each telephone shall have easy to follow voice instruction for the type of calls allowed. In addition, voice prompt instructions will be provided to the inmate in up to ten (10) languages chosen by the COUNTY.

**C.6 PROBLEM REPORTING CAPABILITIES** – The proposed system should have automated problem reporting system that provides visual notification to the Vendor when issues arise. Vendor must be required to fully describe those capabilities in response to this paragraph. Vendor must notify the COUNTY of any failures immediately with an estimated restoration time. Vendor will provide updates every 4 hours until service is restored.

**C.7 CALL BLOCKING** – The system must be capable of blocking an unlimited number of individual numbers. Vendor must stat the method and quantity of telephone numbers the system can block. Blocked numbers must be able to be entered at a central location and have immediate effect either at the facility level or system-wide.

**C.8 CALL BRANDING** – All collect calls placed from the COUNTY on inmate telephones must be capable of being identified to the called party as follows:

**“This is a collect call from an inmate, at the Okaloosa County Jail.”**

The system should provide the called party with the ability to hear calling rates as they apply to the phone call they are receiving.

In addition, the system must have the capability to inform the called party at selected intervals during the conversation that they are speaking with an inmate and being recorded.



**C.9 ANSWER & TERMINATION DETECTION** – The telephone system must record the method in which the call was accepted or denied. Further, the system must record the method in which the call was terminated. This information must be contained with the call detail records (CDR) and be included in call detail reports.

**C.10 CALL DETAIL REPORTS**

1. The inmate telephone system must provide full call detail records for use in administrative and investigative purposes. The inmate telephone system memory should be capable of all call record detail for the length of the contract.
2. Call detail reports should be available to the COUNTY on a real time basis via the on-site terminal. The records must provide the following minimum information on all outgoing calls:
  - a. Time of day originated and terminated
  - b. Station number originating call
  - c. Number dialed
  - d. Line or Trunk group and trunk number call route
  - e. Duration of call in minutes and seconds
  - f. Method of call termination
  - g. Location of the station originating the call
  - h. Cost of the Call
3. All call detail records must be collected and stored real time at a central, secure location with redundancy.
4. The proposed system must provide to facility personnel, and other Law Enforcement Agencies as authorized by the County, the following reports, displaying, and printing both real time and historical detail records based on the following criteria:
  - a. Called number and duration
  - b. Specific date or range of dates
  - c. Disposition of call
  - d. All calls placed from a specific telephone or group of telephones
  - e. Call history
  - f. Cumulative call progress statistics
  - g. Method of call acceptance or denial
  - h. Cost of each call as billed
5. Samples of call detail reports must be provided.
6. The inmate telephone system must be able to generate frequency reports including origination number, destination number, inmate PIN, and truck identification number. All frequency reports must be available in chart format.

**C.11 CALL LENGTH CONTROL** – Facility official must be given total flexibility to limit the length of calls placed by inmates, e.g. 15 minutes. The inmate must be warned prior to disconnecting that the call time limit is about to expire. The system must provide the

ability to set such time limits at the pin and station level, as well as globally across the system.

#### **C.12 CALL SUPERVISION**

1. The inmate telephone system must provide live-monitoring capability via a line indicator at a central location with which facility personnel, and other Law Enforcement Agencies as authorized by the County should the ability to select any access line by pressing a single button or issuing a simple key stroke command. This capability must be provided from any workstation to any facility.

Neither the called party nor the inmate should detect an audible indicator that would warn him/her that the line is being monitored.

2. All call monitoring should be available via the inmate telephone system workstation and via password protocol to online access. No other equipment should be required. Each workstation shall have access to the activity of any site in a system.
3. The inmate telephone system should allow users with the appropriate password level to terminate an inmate call in progress instantly from the PC workstation.

#### **C.13 CALL VALIDATION**

1. All calls must be validated at a central location, on a real time basis to eliminate access to blocked numbers, cellular telephones, payphones, pagers or other unacceptable numbers.
2. The system must be designed to eliminate any and all access to a live operator.
3. PIN's, allowed number Lists and blocked number lists must be part of the validation process and maintained centrally.
4. A method for completing calls to CLEC customers in real time must be provided. The system must provide a method for completing calls to CLEC customers on the first and subsequent calls. Please explain how your system accomplishes this requirement.

#### **C.14 CONTROLLED ACCESS**

1. The proposed inmate telephone system must provide facility officials with means of controlling general access to telephone services. The system should provide a means to set telephones and groups of telephones in or out of service at predetermined times. Vendor must describe in detail how this will be accomplished.
2. Facility officials must have the capability of shutting down all telephones in a cellblock, all telephones in the entire facility or all phone system-wide from a single central interface.

#### **C.15 FRAUD CONTROL**

1. Aid on controlling fraudulent use of the telephone network must be provided by interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing.
2. The COUNTY will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Fraudulent calls must be the sole responsibility of the Vendor.
3. The system must have the capability to detect the dialing of additional DTMF's following call connection. Upon detection, the system should play a warning message to the inmate and the called party.
4. The system must provide the ability to detect and flag three-way calls. Facility personnel should be provided with the ability to mark the call as a three-way call, disconnect the call or both.

#### **C.16 INSPECTION AUDIT & MAINTENANCE OF REPORTS**

1. The Vendor must maintain books, records and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.
2. The COUNTY or their representatives must have reasonable access, for the purpose of examination, to any books, documents, papers and records of the Vendor as they may relate to this Contract.

#### **C.17. MAINTENANCE DIAGNOSTICS**

1. The system software should be designed to interrogate the system to perform continuous self-test diagnostics without **COUNTY** personnel intervention.
2. When the system detects a problem, a visual notification should immediately be displayed to the support staff in the vendor's maintenance center.
3. Vendor must include with submitted bid clear, concise information describing the operation of the diagnostic system.

#### **C.18 NETWORK ACCESS**

1. Vendor must provide an interface that allows control, monitoring, ability to listen to recorded conversations and PIN administration of all sites from a central location. Changes made through this interface must take effect immediately at all facilities. Describe in detail how this will be accomplished.
2. Vendor must provide County the ability to allow other Law Enforcement Agencies the ability to monitor, listen to conversations and download records conversations and data via password protected online access.
3. Describe in detail the process a call would follow including voice prompts, validation process, and acceptance/denial process.

**C.19 HOT NUMBER ALERTS** – The system must allow an administrator to designate “HOT PINS & “HOT” destination numbers. When the system detects that a call is being made using any of these pre-programmed “Hot” Pins or destination numbers, the system must automatically call destination numbers designated by the COUNTY. These designated numbers should include direct-dial desk phones, officer cell phones, home telephones, and pagers. Alerts to any type of phone should prompt the recipient for a security code, and, after receiving a proper code, conference them into the call. The recipient should be undetected by the inmate and called party; however, they should have the ability to disconnect the call or cut into the call and talk to each party. Alerts to pagers should send information to the specified pager including the number being dialed, the Pin used in dialing, etc.

**C.20 MISCELLANEOUS TELEPHONE EQUIPMENT** – Vendor must provide as part of this Contract all non-expendable miscellaneous equipment such as computer, printer, modems and system software necessary to allow facility officials to query, display and print individual inmate telephone activity. Equipment must be supplied with system software needed to interface with the Inmate Telephone System to perform such functions as traffic management, system administration, call blocking and maintenance diagnostics. System software must be security level based and password protected.

**C.21 OPERATOR SERVICES & VOICE PROMPTS**

1. Automated operator services provided by the inmate telephone system must provide for a maximum of ten (10) languages. At a minimum, these language options must include English & Spanish.
2. If additional languages should be required, the system must be capable of providing automated operator voice prompts in up to ten (10) languages at no extra cost to the COUNTY. Modification or addition of languages must be made at no extra cost to the COUNTY.
3. Any voice prompt required during the operation of the inmate telephone must be clear and concise.

**C.22 UNINTERRUPTED POWER SUPPLY (UPS)** – Inmate Telephone Systems at the facility must be provided with an uninterruptible power supply (UPS). The UPS must prevent potential problems in the telecommunications system caused by power surges and spikes.

**C.23 SYSTEM INTEGRITY** – It must be the responsibility of the Vendor to assure an operational system including any and all interfaces with the regulated common carrier and the availability of required central office facilities. By submitting a bid, the Vendor agrees that:

- a. The Vendor is familiar with the local conditions under which this inmate telephone service system must perform.
- b. The Vendor possesses the capabilities, hardware, and personnel necessary to provide an efficient and successful inmate telephone service system.
- c. The Vendor agrees that they must be solely responsible for all services proposed. Notwithstanding the details presented in this RFP, it is the responsibility of the Vendor to verify the completeness of the requirements and their suitability to

meet the intent of this RFP. Any additional necessity for services required by the Vendor to meet these specifications must be provided by the Vendor at no extra cost or decrease of commission to the COUNTY.

**C.24 RECORDING REQUIREMENTS** – The COUNTY requires the following recording features. The vendor is required to provide references for at least ten (10) such system currently operating with the required recording features, and having show proper functionality for at least one year. The References are to include the customer name and address, dates that services are being provided, and a contract name and telephone number so that references may be contracted.

**CALL RECORDING:**

1. The inmate telephone system must provide a fully integrated recording component for use in recording inmate telephone calls. Inmate telephone administration, conversation monitoring, and conversation recording and playback should all take place from a single workstation.
2. The system should utilize current technology in hardware, specifically hard disk drive arrays for long & short-term storage. These arrays should be configured for maximum performance.
3. The system must utilize self-contained, hard drive call record storage. DAT tape and other off line of "near-line" methods are not acceptable. Call records must be easily retrieved. This process must be simple as well as expedient.
4. The recording system must store call recordings for **60 days** on-line for immediate retrieval without requiring COUNTY personnel for media changes.
5. For playback purposes, the recording system must provide the facility personnel the ability to search by individual PINS, specific date and time criteria, individual destination numbers, individual inmate telephones, or a group of inmate telephones.
6. The system must provide a playback history list of a recorded call(s) to determine every user that has listened to the recorded call.
7. The system must provide the hardware and software to allow recorded calls to be transferred to a DC or other electronic medium for transport and replay on any computer with audio capabilities. The transferred record must include the call record detail (time and date of the call, PIN number, destination number, etc).
8. All recordings from every site must be available on-line via the workstation interface so system-wide investigations may be performed from a central location. This process shall not require more than one login by an authorized user.
9. The system must have the ability to offer password protected online access to other County authorized Law Enforcement Agencies.

**ADDITIONALLY, THE VENDOR SHOULD PROVIDE DETAILS FOR EACH OF THE FOLLOWING ITEMS AS THEY PERTAIN TO THE PROPOSED RECORDING SYSTEM:**

**SECURITY ENVELOPE** – Recorded conversations stored in the system must provide security measure to ensure that they have not been tempered with. This security must extend even to recordings that have been transferred to external CD medium and or transmission by e-mail. The vendor must provide expert testimony regarding security of the call recordings, if required.

**LOCKING CALLS** – Via a work station, the system must allow administrators to “lock” call recordings to ensure their retrieval beyond the on-line storage period (i.e. 30 days, 90 days, etc.). Once a call recording is locked, it must be available on-line until unlocked.

**SEARCH & PLAY PARAMETERS** – Via the workstation, the system must allow administrators to search for calls completed and recorded during a specific time period, calls placed at a specific inmate telephone, calls placed to a specific destination number, calls containing pre-defined “keywords”, or calls made by phones assigned to a specific group.

Playback of recorded calls from remote locations via the workstation shall commence within 10 seconds of selection by the operator. Playback of recorded calls shall not require any media change.

**LIVE MONITORING/REMOT MONITORING** – The inmate recording system must follow for live monitoring in real time, without any interference to existing recording operation. This feature should be available locally over the workstation PC’s speakers, as well as remotely to a telephone number specifically designated by the system administrator. Additionally, the COUNTY wishes to have the capability while monitoring, to terminate the call from the phone keypad. Monitoring must not be detectable by the callers. The ability to monitor calls via online, password protected, login by other County authorized Law Enforcement Agencies.

**HOT NUMBER ALERTS** – The system must allow an administrator to designate “Hot” PINs or “Hot” destination numbers. When the system detects that a call is being made using any of these pre-programmed “Hot” PINs or destination numbers the system must automatically call destination numbers designated by the COUNTY. The system must be capable of calling facility personnel when a specific number is being called from the facility. The system must allow system administrators to add or remove destination numbers from the hot list using an onsite workstation provided by the system vendor. When personnel receive an alert call from the system, they should be prompted for a security code and then immediately be able to monitor the call in progress. The system must allow the chain of three numbers to be called in sequential form to alert facility personnel. The system must allow the person monitoring the conversation to terminate the call in progress should the need arise.

**REPORTS** – The inmate telephone system must provide system administrators with the capability to print reports directly from the search screen. After selecting parameters such as origination number, destination number, date, time, keywords, or group, the system must be able to provide a return a list of calls matching the criteria. The system must allow this list to be printed in report format. Frequency reports based on the above listed criteria.

**ATTACHING NOTES TO CALL DETAIL RECORDS** – System users must be able to attach a note document to any call record for the purposes of inclusion of information such as the case number or other investigative data. This note should become a permanent part of

the call detail record and have the capability to be saved to disk and used in word processing programs such as Microsoft Word and still retain the formatting. In addition, the inmate telephone system should have the capability to conduct searches on the information contained within the notes, i.e. case number, inmate name, etc.

**USER PASSWORD SYSTEM** – Security must be maintained by a multi-level password system based on user access requirements. The system should allow users to be assigned pre-set security levels, or allow the flexibility to assign individual access permissions based upon specific job requirements. These permissions should include, but not be limited to, access to inmate accounts, monitoring, call user access parameters for other users according to security requirements. Vendors must describe in detail how their password security system is managed, including samples of user setup screens.

**USER LOG** – As a security precaution, the system must provide a user log. Only those users with administrator level access should be able to review the user log. The log must include user access to the system, the time and date of each access, and the action taken during the user access.

**C.25 PREPAID CALLING** – The inmate telephone system must provide prepaid calling features respective to both the inmate and the called party. The prepaid system must allow calling to international numbers, CLEC numbers, and other numbers that might otherwise not be allowed. Any commissions calculated as part of an accepted proposal **must** include all prepaid calls, including inmate and called party prepaid.

**CALLED PARTY PREPAY** - The inmate telephone provider must provide a prepaid calling system for any called party based upon the called party's individual telephone number with the following features:

1. The system must have the capability to automatically establish a prepaid account to the called party via a credit card (VISA/MasterCard) during the call without the interruption of a live operator.
2. The system must provide an "auto-dialer" to place an automated operator call to numbers that have been attempted from the facility, but blocked for billing reasons. The automated operator process must then provide the called party with the option of establishing a prepaid account.
3. The successful vendor must staff an account management group to receive inbound calls for customers who wish to have a prepaid account established for them.

**C.26 DEBIT CARDS** – The inmate telephone provider will provide calling cards that can be sold to the inmate population that can be used on the system with no established prepaid account. Card orders will be provided in a timely manner as ordered and payment will be made to the company less the established commission.

**C.27 COLLECT CALLS**

## **C.28 COMMISSARY ORDERS**

1. Ability to interface with and/or allow commissary orders to be placed by the Inmate from the Inmate phone system.
2. Phone system will provide inmate account information.



## D.1 TECHNICAL REQUIREMENTS

### PURPOSE & INTENT/VIDEO VISTATION SYSTEM

**BASIC SCOPE OF SERVICES** – The purpose and intent of this section of the bid is for the provision of a video visitation system that includes; a walk up section on-site that offers up to 17 video monitor stations, sufficient number of video monitor stations in all housing sections and the ability to have off site web based visitation.

The 17 video monitor stations on site will be afforded to the visitor at no cost to the visitor and will provide stations both upstairs in visitation and at the bottom of the stairs for handicapped visitation.

Housing sections will have a sufficient amount of video monitors to provide access to visitation in accordance with required Florida Model Jail Standards and Florida Corrections Accreditation Standards. Additional video monitor stations may be required to be added after the contract has been awarded should the visitor volume increase or the count of the facility decrease.

Each inmate and visitor station shall employ a standard based codec. The equipment shall not be PC based and shall not utilize a USB type camera. The appliance shall be designated for use in a rugged environment and must not show any moving parts. The codec will support remote video conferencing and must support all video stations. All connection requirements will be provided and supported by the proposer.

The video system will offer conferencing capabilities with the Public Defender's office and court appointed attorneys if agreed upon. It must support the capability to upgrade as newer technology becomes available and is presented.

The video system must have durable tamper proof requirements similar to the phone system and will be a stand along system separate from the phone components. It required the capability to record and have remote access to recorded visits.

**LIVE MONITORING/REMOTE MONITORING** – The inmate video system must allow for live monitoring in real time, without interference to existing recording operation. This feature will be available locally over the workstation PC speakers, as well as remotely to a telephone designated by the system administrator. The County wishes to have the capability while monitoring to record or terminate the visit from a computer or phone keypad. Monitoring must not be detectable by visitors. The ability to monitor the video system via an on-line, password protected, log by other authorized Law Enforcement agencies must be allowed.

**D.2 CAMERA** – Cameras will be high resolution full motion format and incorporate features that allow adjustments for varying lighting. The menu will be user friendly that can adapt to additional functions such as commissary ordering, account balance verification, filing requests or other such functions. The cameras will adjust to noise reduction and lighting for day or night. The cameras will allow small windows of view with facial and eye contact viewing an individual thirty inches from the monitor.

**D.3 RELIABILITY** – The proposer will demonstrate a 99% reliable uptime for call processing in the past year with other contracted agencies. Call recording and data must be available on line for immediate review for the life of the contract. Proposer must list all

occurrences of lost data for their current or prior customers. List customer names and contact information of lost data and reason for loss. Contractor will list security precautions that the company has preventing the data from being recovered from unauthorized outside sources.

**D.4 COMMISSION** – Commission will be payable on all off site scheduled video visitation connections.

**D.5 VALUE ADDED SERVICES**

1. **ADDITIONAL OPTIONS** – The proposer can submit the option of providing a part time on site staff member to monitor and assist in the coordination of scheduling and maintenance of the video system.
2. The proposer may submit any other suggested additions that may benefit the operations of the phone or video system for consideration.

**D.6 SUMMARY OF PROPOSED SERVICES**

**PLEASE COMPLETE THE FOLLOWING:**

**TELEPHONE SERVICE (BASE CHARGE & ADDITIONAL MINUTE CHARGE)**

Local Charge -	Commission
IntraLATA -	Commission
InterLATA -	Commission
Interstate	Commission

**VIDEO VISITATION (BASE CHARGE & ADDITIONAL MINUTE CHARGE)**

Local Charge -	Commission
IntraLATA -	Commission
InterLATA -	Commission
Interstate	Commission

**PROVIDE INFORMATION ON:**

Inmate Phone Card Commission  
Lump Sum Commission  
Monthly Commission  
Pre-Pay Monthly  
Guaranteed Minimum Payment

**Does your proposal contain: Automated Inmate Information \_\_\_\_\_ Explain System**

\_\_\_\_\_  
\_\_\_\_\_

**LOCAL REPAIRMAN \_\_\_\_\_ GUARANTEED RESPONSE TIME TO REPAIR REQUESTS**

**WITH WHICH COMPANIES DO YOU HAVE INTEFACE COMMISSARY? \_\_\_\_\_**

\_\_\_\_\_

**ARE YOU AFFILIATED WITH JAILS/PRISONS IN FLORIDA? WHICH ONES? \_\_\_\_\_**

**E. ACCOUNT SUPPORT**

**E.1 BILLING** – All card records must be downloaded daily to the billing company. Vendor must describe this process in detail in response to this paragraph, specifically how tampering with call records is addressed and eliminated.

**E.2 COMMISSION PAYABLE** – The proposed commission payable must be based on a flat monthly rate with a guaranteed minimum. **(Percentage of gross revenue not acceptable).**

**E.3 TARIFFS**

1. Vendor must be required to respond to Schedule B, Proposed Pricing & Commission Schedule to calculate and project the commission payable to the COUNTY based on the typical month call type, volume and call length information provided in Schedule A.
2. Response to this paragraph must include a copy of Vendor's current approved tariff schedules and predominate carrier schedule. Vendor must include this response a statement whether the tariff used to calculate projected revenue is State approved or pending approval and state any applicable time of day discounts intended to be used.
3. Vendor must calculate and project commission payable to the COUNTY requested in Schedule B based on tariffs for all local calls.

**E.4 COMMISSION CHECKS** – Commission checks must be submitted to the Okaloosa County Department of Corrections, 1200 E. James Lee Blvd., Crestview, FL 32536-3126, Attn: Paul Lawson, on a monthly basis, and must be accompanied by a report that itemizes by facility, minutes of usage, number of calls, total gross revenue, revenue for each telephone, and total commission. Commission payments must be made within forty-five (45) days after the closing of the billing cycle.

**E.5 NARRATIVE OF ACCOUNT SUPPORT** – Vendor must submit a detailed narrative describing Vendor's currently existing account support staff, offices, equipment and software. If Vendor proposes to add additional account support in order to meet the specifications contained in Section D, Vendor should describe specifically how its present account support would be supplemented.

**F. INSTALLATION, TRAINING, TESTING & ACCEPTANCE**

**F.1 IMPLEMENTATION** – Vendor shall provide a detailed plan respecting all aspects of the system implementation process, including system production, installation, acceptance, and training.

The COUNTY will provide a single point of contact for the Vendor during the installation phase of the contract and Vendor shall do same. Vendor will cooperate fully with any reasonable scheduling requirements issued by the COUNTY. Vendor will be responsible for keeping the COUNTY informed of their progress at all times. All software and hardware as proposed must be installed and fully operational per manufacturer's specifications for such equipment within thirty (30) days after bid award. The COUNTY

requires the vendor to supply all new equipment in order to minimize the downtime required for system changeover.

- F.2 TELCO COORDINATION** – The Vendor must be responsible for all coordination with the local Telephone Company regarding installation and maintenance of lines. However, the Vendor is not to order, or place in service, any equipment or facility that would result in charges to the COUNTY, without prior written COUNTY authorization.
- F.3 TRAINING** – The Vendor must provide training to make facility personnel familiar with the operation of the inmate telephone system and all auxiliary services at no extra cost to the COUNTY. This training should be coordinated as part of the overall implementation plan. The Vendor must describe its training philosophy and provide a detailed training plan in response to this section.
- F.4 EXISTING EQUIPMENT REPLACEMENT** – It is anticipated the one-for-one replacement of inmate telephones in their current locations at the COUNTY facilities can be accomplished without substantial disruption of service or damage to COUNTY property. Vendor should describe how this would be accomplished. Damages caused by the installation of equipment must be repaired at the expense of the Vendor.
- F.5 ACCEPTANCE** – The COUNTY reserves the right to test equipment and service for satisfactory performance for a period of sixty (60) days. After the test, in the event that the equipment and/or service is not acceptable, the COUNTY will notify the Vendor in writing and give the Vendor thirty (30) days to bring the equipment and service to a satisfactory level. If the agreement and/or service remain unsatisfactory, the COUNTY reserves the right to terminate the Contract and change Vendors. The Vendor must commit to providing service in the interim until the new Vendor can replace equipment, at which time the Contract becomes terminated. Vendor must state compliance with this paragraph.

**G. MAINTENANCE & ONGOING SUPPORT**

- G.1 MAINTENANCE SUPPORT** – Vendor must provide twenty-four (24) hour telephone access with local or toll free number for full maintenance support for all stations and will be responsible for providing coordination of repairs on local/intralata/interlata services. Vendor must comply initially as well as in future years with all applicable state and federal regulatory changes without cost to the COUNTY. Any and all repairs must be performed at the Vendor's expense during the term of the Contract. A record of downtime by telephone must be retained as to the frequency, type and duration. Vendors' response to this paragraph must include a discussion of parts availability.
- G.2 MAINTENANCE RESPONSE** – Vendor must submit a detailed response plan and escalation procedure for "out of service" situations. However, at a minimum, if more than half of the installed phones are out of service in a given facility, Vendor must respond within four (4) hours and provide status updates every four (4) hours until resolution of the issue is attained. Non-emergency issues, or issues that do not impact multiple inmate phones or system access, should receive response within less than twenty-four (24) hours.
- G.3 MAINTENANCE FORCE EXPERIENCE** – Vendor must designate in bid response whether maintenance is to be provided by Vendor personnel or by subcontractor. The experience level of the entire maintenance force must be detailed. As a minimum, the maintenance force personnel must have three years experience in the maintenance and repair of inmate and pay telephones.
- G.4 ONSITE REVIEW** – Vendor must coordinate and conduct bi-annual onsite performance reviews. These reviews must encompass, at a minimum, current service level, responsiveness, system performance, feature functionality, operation issues, contract compliance, commission payments and calling rates.
- H. RFP REQUIRED RESPONSES** – All paragraphs of this RFP require a response of "agree" or "disagree" unless further information is requested. If you disagree, please provide an explanation and an alternative, if applicable.

# SCHEDULE A

## TELEPHONE & VIDEO MONITOR LOCATIONS

### TELEPHONE LOCATIONS FOR THE OKALOOSA COUNTY DEPARTMENT OF CORRECTIONS FACILITIES

<u>LOCATION</u>	<u># TELEPHONES</u>	<u>VISITATION MONITORS</u>
<b>MHU</b>	1 CART PHONE (ROLL AROUND)	1 (ROLL AROUND)
<b>A POD</b> 1 in A Section 1 in B Section 1 in C Section	6	3
<b>B POD</b> 2 in A Section 2 in B Section 2 in C Section	6	3
<b>C POD</b> 1 in A Section 1 in B Section 2 in C Section 2 in D Section 2 in E Section 1 in F Section	9	6
<b>D POD</b> 2 in A Section 2 in B Section 2 in C Section 2 in D Section 2 in E Section 2 in F Section	12	6
<b>E POD</b> 1 in A Section 1 in B Section 2 in C Section 2 in D Section 2 in E Section 1 in F Section	9	6
<b>UPSTAIRS POD</b> 1 in A Section 1 in B Section 1 in C section 1 in D Section 1 Cart Phone (Roll Around)	5	5 (1 Roll Around)

<u>LOCATION</u>	<u># TELEPHONES</u>	<u>VISITATION MONITORS</u>
DOWNSTAIRS	1	1 ROLL AROUND CART
BOOKING AREA	2	
PUBLIC LIBRARY 1 Public Pay Phone	1	
VISITATION LOBBY	1	
VISITATION AREA (On Site Monitors)		17
TOTAL	50	47

## **SCHEDULE B PROPOSED PRICING & COMMISSION SCHEDULE**

Please provide your proposed inmate calling rates for the following rate types. Include mileage bands where applicable.

**STATION- TO-STATION: Local - / 15 minutes**  
IntraLATA  
InterLATA  
Interstate

Provide your proposed commission offer to the COUNTY for the following call types. Also include your proposed commission offer for prepaid calls. All station to station call connection fee would be the same rate.

**STATION- TO-STATION: Local**  
IntraLATA  
InterLATA  
Interstate



# INSURANCE REQUIREMENTS

## Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such

cancellation or amendment. Such notice shall be given directly to the County Representative.

### **Workers' Compensation Insurance**

1. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the **CONTRACTOR** himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **Business Automobile and Commercial General Liability Insurance**

1. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
  - 1.) Premises – Operation Liability
  - 2.) Occurrence Bodily Injury and Property Damage Liability

- 3.) Independent Contractor's Liability
  - 4.) Completed Operations and Products Liability
5. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

**Limits of Liability**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
A. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$1,000,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000

**Notice of Claims or Litigation**

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR's** knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**Indemnification & Hold Harmless**

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this contract.

**Certificate of Insurance**

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County  
602-C North Pearl Street  
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the

address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the **CONTRACTOR's** full responsibility. In particular, the **CONTRACTOR** shall afford full coverage as specified herein to entities listed as Additional Insured.
- F. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

### General Terms

Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The **CONTRACTOR** hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the **CONTRACTOR** under all the foregoing policies of insurance.

### Umbrella Insurance

The **CONTRACTOR** shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

# SPECIAL BID CONDITIONS

1. **Acceptance** - Delivery of material to Okaloosa Board of County Commissioners does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the material meets contract specifications and conditions as listed. Should the delivered material differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. The Purchasing Department shall be notified of the deviation in writing within 10 days and the provisions of the delivery paragraph shall prevail. If the proposed corrective action is not acceptable to Okaloosa County, the final acceptance of the material shall remain the property of the supplier and the county shall not be liable for payment for any portion thereof.
2. **Addition/Deletion of Item** - The County reserves the right to add to or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
3. **Local Preference** - Okaloosa County reserves the right to grant a preference to in-county bidders **only** when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which the out-of-county bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County Bid List and any and all bids from that firm will be rejected.

**Note:** For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

4. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
5. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
6. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or

agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the bid, must file a statement with the Clerk of Circuit Court of Okaloosa County, if he is an officer or employee of the County, disclosing his or spouse's or child's interest and the nature of the intended business.

**Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.**

7. **Identical Tie Bids** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

**Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.**

8. **Bid Bond** - Bidders are required to submit a bid bond, cashiers or certified check in the amount of 5% of their total bid and the bid bond is to be attached to their bid.
9. Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.
10. **Payments** - The contractor shall be paid upon submission of invoices, in duplicate to the Okaloosa County Board of Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536. The prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.
11. **Information** - Questions concerning bid requirements or specifications should be directed to the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, Florida 32536, Telephone Number 850-689-5960; Attn: Richard Brannon. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bids.
12. **Bid Opening** - Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are **NOT** acceptable. **NOTE:** Crestview, Florida is "**not a next day guaranteed delivery location**" by delivery services.
13. **Right to Waive and Reject**

- A. The Board, in its absolute discretion, may reject any bid of a bidder that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential bidders.
  - B. There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
  - C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
  - D. The Board of County Commissioners specifically reserves the right to reject any conditional bid and will normally reject those that made it impossible to determine the true amount of the bid.
14. **Disqualification of Bidders** - Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of his bid or bids:
- A. More than one bid for the same work from an individual, firm or corporation under the same or different name.
  - B. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.
  - C. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the County until such participant shall have been reinstated as a qualified bidder.
  - D. Uncompleted work that in the judgement of the County might hinder or prevent the prompt completion of additional work if awarded.
  - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of bids.
  - F. Default under previous contract.
15. **Authority to Piggyback** - All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

16. **No Bid** - If not submitting a bid, respond by returning this bid, marking it "**NO BID**" and explain the reason. Repeated failure to quote without sufficient justification shall be cause for removal of the supplier's name from the bid mailing list. **NOTE:** To qualify as a respondent, bidder must submit a "No Bid" and it must be received no later than the stated bid opening date and hour.
17. **Termination of Contract** - The contract may be terminated in its entirety upon thirty (30) calendar days prior written notice by either party to the other.

In the event the contract is cancelled in its entirety at any time during the terms of the contract, any loss of anticipated profits from such cancellation shall not constitute grounds for equitable adjustments under the contract.

18. **Escalation Clause** - If any escalation cost is to be considered, it shall be plainly stated in the bid as either a percentage figure and/or as a numerical number.
19. **No Contact Clause** - The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals), Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received and terminates when the Board of County Commissioners' approve an award.



## “NO CONTACT CLAUSE”

The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director’s decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I \_\_\_\_\_ representing \_\_\_\_\_  
Signature Company Name

Hereby agree to abide by the County’s **“No Contact Clause”** and understand violation of this policy shall result in disqualification of my proposal/submittal.

# LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? (If your firm is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

YES \_\_\_\_\_

NO \_\_\_\_\_

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\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
Authorized Signature – Typed

# CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

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FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_

# DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

# CUSTOMER REFERENCE SHEET

Refer to Bid Specification

NAME OF CUSTOMER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF CUSTOMER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF CUSTOMER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF CUSTOMER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF CUSTOMER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

# INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
Authorized Signature – Typed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Cellular Number

\_\_\_\_\_  
After-Hours Number(s)

\_\_\_\_\_  
**DATE**

# CONTRACT

This agreement, executed in Crestview, Florida this \_\_\_\_\_ day of \_\_\_\_\_ 2013 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and \_\_\_\_\_ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

**WITNESSETH:**

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to **Provide Comprehensive Telecommunication Services for Okaloosa County Department of Corrections as defined in Bid #DOC 44-13 for the amount bid** therein in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin.

**REPRESENTATIVES:** The authorized representative of the County shall be:

**Paul Lawson**  
**Okaloosa County Dept of Corrections**  
**1200 E. James Lee Blvd.**  
**Crestview FL 32536**  
**850-689-5690**  
E-Mail: [plawson@co.okaloosa.fl.us](mailto:plawson@co.okaloosa.fl.us)

The authorized representative for \_\_\_\_\_ shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-Mail: \_\_\_\_\_

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Jack Allen  
Contracts & Leases  
Okaloosa County Purchasing Department  
602-C North Pearl Street

Crestview, FL 32536  
850-689-5960 / 850-689-5998 (FAX)  
E-Mail: [jallen@co.okaloosa.fl.us](mailto:jallen@co.okaloosa.fl.us)

**IN WITNESS WHEREOF**, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said \_\_\_\_\_ has hereto fixed his signature, the day and year above written.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR**

**BY** \_\_\_\_\_

\_\_\_\_\_

**TITLE**

**STATE OF FLORIDA  
COUNTY OF OKALOOSA**

This contract is accepted this \_\_\_\_ day of \_\_\_\_\_, 2013 and is effective on the \_\_\_\_ day of \_\_\_\_\_, 2013.

**ATTEST:**

**COUNTY OF OKALOOSA, FLORIDA**

\_\_\_\_\_  
Gary Stanford  
Deputy Clerk of Court

**BY** \_\_\_\_\_  
Don R. Amunds, Chairman



# BID SHEET

BID #: DOC 44-13

BID ITEM: PROVIDE COMPREHENSIVE TELECOMMUNICATION SERVICES FOR THE OKALOOSA COUNTY DEPARTMENT OF CORRECTIONS

BID PRICE (FLAT MONTHLY COMMISSION) \$ \_\_\_\_\_

GUARANTEED MINIMUM MONTHLY RATE \$ \_\_\_\_\_

LUMP SUM PAYMENT TO OKALOOSA COUNTY FOR CONTRACT RIGHTS. \$ \_\_\_\_\_

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**ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature – Typed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Federal ID # or SS #

\_\_\_\_\_  
E-mail address