



REQUEST FOR PROPOSALS ("RFP") &

RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:  
Inmate Telecommunication Services

RFP NUMBER:  
RFP PS 52-19

ISSUE DATE:	March 18, 2019	8:00 A.M. CST
PRE-PROPOSAL MEETING:	April 4, 2019	10:00 A.M. CST
LAST DAY FOR QUESTIONS:	April 11, 2019	3:00 P.M. CST
RFP OPENING DATE & TIME:	April 18, 2019	3:00 P.M. CST

NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits interested parties to submit a proposal on the above referenced Inmate Telecommunications Services proposal. All terms, specifications and conditions set forth in this RFP must be incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "RFP Title," "RFP Number," and the "RFP Due Date & Time." Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ EXT: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: \_\_\_\_\_ TYPED: \_\_\_\_\_  
OR PRINTED NAME

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

NOTICE TO RESPONDENTS  
RFP PS 52-19

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 3:00 p.m. (CST) April 18, 2019, for Inmate Telecommunications Services for Okaloosa County Department of Public Safety Corrections Division.

Interested Respondents desiring consideration shall provide one (1) original and one (1) thumb drive of their Request for Proposals (RFP) response with the Respondent's proposal. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. Font shall be 12 point and Respondents are limited to forty (40) pages, excluding the required forms.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>

A pre-proposal meeting will be held at 10:00 a.m. (CST), April 4, 2019 at the Department of Corrections at 1200 East James Lee Blvd., Crestview, FL 32539.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 3:00 p.m. (CST) April 18, 2019 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "Telecommunications Services for Okaloosa County Department of Public Safety Corrections Division". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All submittals should be addressed as follows:  
Inmate Telecommunications Services for Okaloosa County Department of Public Safety Corrections Division.  
RFP PS 52-19  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

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Jeffrey Hyde  
Purchasing Manager

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Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.  
Chairman

PROPOSAL ITEM: Inmate Telecommunications Services (ITS) for the Okaloosa County Department of Public Safety

**1. INTRODUCTION**

It is the intent of these specifications to obtain proposals from qualified vendors to provide local and long distance telephone service, video visitation, pre-paid calling cards, including a recording and monitoring system and equipment for the inmates at the following County facility:

**Public Safety Department  
Division of Corrections  
1200 E. James Lee Blvd.  
Crestview, FL 32539**

**2. BACKGROUND**

**2.1. Corrections Performance Statistics**

Performance Measures from annual Performance Based Budget (PBB) Detail		Actual FY2014	Actual FY2015	Actual FY2016	Approved FY18	Proposed FY19
Input	Total # of Bookings	7,924	7,544	8,106	7,979	8,536
Output	Total Jail Days Required	227,201	237,322	280,569	272,014	266,290
	Medical Treatment Expenditures	\$ 2,356,179.00	\$ 2,334,450.00	\$ 3,224,313.00	\$ 3,224,400.00	\$ 3,294,000.00
Efficiency	Cost per Jail Day	\$ 53.40	\$ 50.05	\$ 48.31	\$ 51.99	\$ 54.19
	Medical Cost per Jail Day	\$ 10.37	\$ 9.83	\$ 11.49	\$ 11.85	\$ 12.37
Effectiveness	Average Length of Stay in Days	28.67	31.46	34.61	34.09	31.25

**2.2. Facility and Capacity Description**

- 2.2.1. The original jail, built in 1962, was renovated in 1991.
- 2.2.2. The Upstairs housing area contains 46 inmate beds.
- 2.2.3. The Downstairs (ground floor) housing area contains 36 inmate beds.
- 2.2.4. B Pod, constructed in 1982, contains 82 inmate beds.
- 2.2.5. A Pod, constructed in 1985, contains 78 inmate beds.
- 2.2.6. C Pod (female housing) and E Pod were built in 1991 – 1992. Each of these pods contains 116 inmate beds.
- 2.2.7. D Pod was constructed in 2003 and contains 120 beds.
- 2.2.8. The Medical section of the jail is located on the ground level. The 3630 square foot area is made up of a pharmacy, a holding cell, seven medical housing units, six office spaces, a dental exam room, and two medical exam rooms.

**2.3. Future Outlook**

2.3.1. The County is currently working toward an addition to the current infrastructure and renovating the existing jail. The County is also working toward partnering with Community Stakeholders to develop a Forensic Diversion Pilot Program.

**2.4. Corrections Current Telephone and Video Visitation Terminals and Locations**

LOCATION	TELEPHONES	VIDEO TERMINALS	PHONE DESCRIPTION	VIDEO TERMINAL DESCRIPTION
MHU	1	1	Roll Around Cart	Roll Around Cart
A Pod	6	6		
B Pod	6	6		
C Pod	11	11		
D Pod	12	12		
E Pod	11	11		
Upstairs Pod	11	5	Cordless (2) and Roll Around Cart (1)	Roll Around Cart (1)
Downstairs	2	10	Cordless (2)	Fixed and Mounted
Booking Area	2	0		
Public Lobby	1	0	Public Pay Phone	
Visitation Lobby	1	15	Public Pay Phone	
	64	77		

**3. SCOPE OF WORK & SERVICES TO BE PROVIDED**

- 3.1. The ITS and Related Services proposed for the Okaloosa County Public Safety Department, Corrections Division must meet or exceed the technical requirements outlined in this Section of the RFP. The ITS proposed to meet these technical requirements must be provided to the County Corrections Division including system installation, training, operation and maintenance of the system, equipment and its components.
- 3.2. The Vendor is responsible for replacement of the ITS in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to the County and will occur immediately upon notification to the Vendor of the system problem by the Okaloosa County Corrections Division facility.
- 3.3. The ITS proposed for the Okaloosa County Corrections Division facility must include the following components:
  - 3.3.1. Outgoing only ITS service for the Okaloosa County PS-Corrections Division. Successful vendor must provide and maintain at least two (2) work stations to include: (2) Personal Computers with powered speakers, a secure internet connection provided by vendor, and two (2) Laser Jet Pro Printers M402n in locations designated by the facility;
  - 3.3.2. The ITS user utilities shall also be provided through a secure internet connection available from any PC with internet access;
  - 3.3.3. A Centralized System Database located outside of the Okaloosa County PS-Corrections Division facility and maintained by the Vendor. The Centralized System Database must be located in secure location resistant to local disasters and also include processes to backup and restore data for disaster recovery;

- 3.3.4. The proposed ITS must be proposed with its own unique Local Area Network (LAN). Use of or integration with the existing Okaloosa County PS-Corrections Division LAN is not permitted including but not limited VPN access; and
- 3.3.5. The proposed ITS must allow for administrator password levels that restrict Okaloosa County PS-Corrections Division personnel to the ITS within their specified user rights, granted by the Public Safety Director, or Designee, as well as allow certain Okaloosa County PS-Corrections Division personnel to access all telecommunications services usage detail, including financial summaries and sales volume.
- 3.4. All system hardware, software, software level and support systems must be compatible with Okaloosa County PS-Corrections Division inmate software applications and applicable hardware.
- 3.5. The ITS must provide for all telecommunications capabilities for inmate services as well as administrative capabilities for Okaloosa County PS-Corrections Division personnel.
- 3.6. The Vendor must propose an ITS at no cost to the Okaloosa County PS-Corrections Division and include but not be limited to:
  - a. full design, programming and installation;
  - b. programming of all inmate specific information such as PIN's calling privileges, access times;
  - c. post installation maintenance;
  - d. all network services (local, long distance, international); and
  - e. all network services for administration and investigative reporting of the ITS.
- 3.7. The Vendor must propose an ITS for the Okaloosa County PS-Corrections Division that has the capability of processing inmate calls in a pre-paid, debit and collect depending on the Okaloosa County PS-Corrections Division needs.
- 3.8. The Vendor must propose an ITS that can be shut down quickly and selectively. The Okaloosa County PS-Corrections Division must be able to shut down the system globally and restrict all PIN access within the entire facility and/or within a particular housing unit.
- 3.9. The Vendor must propose an ITS solution that allows the Okaloosa County PS-Corrections Division to completely restrict inmate access to outside network services/housing units/facilities. The Vendor must describe, in its response, how this restriction is accomplished with the proposed ITS.
- 3.10. The proposed ITS must be restricted to outgoing calls only. The system must not process incoming calls at any time.
- 3.11. The Vendor must agree, in its response, that it will keep all call processing and call rating information current. This information includes, but is not limited to, local exchanges, area codes, country codes, vertical & horizontal coordinates and any other information necessary to accurately process and rate calls. The Vendor must provide the Okaloosa County PS-Corrections Division with any and all rate information for all calls upon request by the Okaloosa County PS-Corrections Division at any time during the term of this contract.

- 3.12.** The ITS must block all calls made to any of the following services whether the system is used in prepaid, debit, or collect call mode. The Vendor shall be responsible for ensuring that the system is programmed for such blocking:
- a. 900, telephone numbers incurring excess charges;
  - b. Long distance carrier access codes (e.g., 101-XXXX);
  - c. Local toll free numbers (e.g., 950-XXXX);
  - d. Directory assistance numbers (e.g., 411, 555-1212, etc.); and
  - e. Toll free numbers (e.g., 800, 888, 877, 866, 855, etc.) unless authorized by Okaloosa County PS-Corrections Division.
- 3.13.** The proposed ITS must not provide a second opportunity to dial a number without the inmate hanging up the telephone receiver after the first call is completed.
- 3.14.** The proposed ITS must allow for a maximum “ring time” prior to disconnecting the inmate call.
- 3.15.** The proposed ITS must provide notification to an inmate of the call status (e.g., busy, no answer, etc.). This notification must have appropriate recorded messages for each type of call status. This requirement must be implemented for all calling methods and all available languages.
- 3.16.** The proposed ITS shall not allow the inmate to speak to the called party until the call has been positively accepted. This requirement must be implemented for all calling methods.
- 3.17.** The proposed ITS must not allow the inmate to hear the called party prior to the actual positive acceptance (via touch tone entry) of the call.
- 3.18.** The proposed ITS must allow for the Okaloosa County PS-Corrections Division to program times when the system will be available or unavailable to inmate calling.
- 3.19.** The proposed ITS must allow Okaloosa County PS-Corrections Division personnel to temporarily restrict service to an individual inmate, inmate telephone, group of phones or entire facility.
- 3.20.** The proposed ITS must provide technology that deters an inmate’s attempt to initiate a 3-Way or Conference Call with a Third Party and provide the ability to immediately terminate the call. The Vendor must describe, in its response, how this technology operates with regard to the proposed ITS and the options available to the Okaloosa County PS-Corrections Division.
- 3.21.** It is desirable that the proposed ITS provide a function that prevents 3-Way or Conference Calling while minimizing the possibility of “false disconnects”. The Vendor must explain, in its response, how this will be accomplished with the proposed ITS.
- 3.22.** As one of the major problems associated with inmate calling, the use of call forwarding at the destination telephone number is not permitted by Okaloosa County PS-Corrections Division. The proposed ITS must provide technology that detects real time use of call forwarding by the called party and provide the ability to immediately restrict the call from processing. The Vendor must describe, in its response, how this technology operates with regard to the proposed ITS and the options available to the Okaloosa County PS-Corrections Division.
- 3.23.** It is a desirable that the proposed ITS provide a function that prevents call forwarding while minimizing the possibility of “false restrictions”. The Vendor must explain, in its response, how this will be accomplished with the proposed ITS.

- 3.24.** The proposed ITS must provide a Call Alert feature. This feature will provide real time live monitoring for Okaloosa County PS-Corrections Division personnel that a designated inmate is simply placing a call or is placing a telephone call to a specific number that has been assigned alert status. E-mail notification is also required as part of this call alert feature.
- 3.25.** The Vendor must describe, in its response, how the proposed ITS operates when the inmate call is to a cellular telephone. This description must include how calls are placed to cellular telephones and how billing of the call is processed.
- 3.26.** The proposed ITS must have the ability to allow for a called party to select an option (via the touch tone pad of their telephone) that automatically restricts his/her number from being called again from the inmate of the Okaloosa County PS-Corrections Division.
- 3.27.** Each call placed through the ITS must be electronically identified by the system as being a call originating from an inmate of the Okaloosa County PS-Corrections Division.
- 3.28.** If a call is not accepted by the called party, or if no one answers the call, ITS must inform the inmate of the situation prior to disconnecting the call.
- 3.29.** The ITS must have the capability to accept the called party's response via Touch Tone Pad input from the telephone. Calls shall not be billed until positive acceptance by the called party is indicated by the input of a single Touch Tone digit.
- 3.30.** The ITS, whether in pre-paid, debit, or collect call mode, shall be capable of announcing to the called party the name of the calling inmate. Vendors must provide a mechanism to record an inmate's name a single time to be used each time this announcement is required. The activation or deactivation of this feature must be controlled by the Okaloosa County PS-Corrections Division.
- 3.31.** The ITS shall be capable of announcing to the called party how to accept calls, not accept calls, and also provide an option to block their number real time by pressing a single digit on the telephone keypad.
- 3.32.** The proposed ITS must be capable of announcing to the called party the call rate, and available pre-paid balance when a collect call is placed. The Vendor must describe how this is accomplished by the called party.
- 3.33.** The system must provide a manner for all calls to be "branded" with the standard Okaloosa County PS-Corrections Division message as well as the statement that "All calls are recorded and may be monitored and subject to the Florida Sunshine Law pertaining to public records" unless otherwise marked as a private (non-recorded) call.
- 3.34.** The Vendor must propose and implement an ITS that provides telephone reception quality meeting all industry standards for service quality.
- 3.35.** The Vendor must provide and install adequate surge protection for the proposed ITS and its components.
- 3.36.** The Vendor must provide and install adequate lightning protection equipment on all network services supplied for the proposed ITS.

- 3.37.** The Vendor must provide a sufficient number of uninterruptible power supply (UPS) systems that also have surge protection at each telecommunications component requiring power in the Okaloosa County PS-Corrections Division facility, capable of supporting all ITS components including recording devices for a minimum of fifteen (15) minutes.
- 3.38.** In the unlikely case of the loss of commercial power and the failure of the UPS, the ITS must automatically restrict or “shut off” all inmate telephones so that no inmate calls can be made until commercial power is restored and access is once again provided by the Okaloosa County PS-Corrections Division. Upon restoration of power, the ITS shall automatically restore all services without the need of human intervention.
- 3.39.** The Vendor must provide an ITS in which the Central Processor Unit (CPU) and other critical components are redundant. The Vendor must describe, in its response, those critical components that are redundant with the proposed ITS.
- 3.40.** The Vendor must provide standard hardware and software enhancements/upgrades to the proposed ITS at no cost to the Okaloosa County PS-Corrections Division County Detention Center during the term of this contract. The installed ITS for the Okaloosa County PS-Corrections Division facility must always be at the latest general release of the system’s available hardware and software including operating systems for the system administration and system reporting function.
- 3.41.** Telephone network services provided by the Vendor shall be programmable for calling number identification (Caller ID).
- 3.42.** Monitoring of inmate calls must be provided in “real time”. Okaloosa County PS-Corrections Division personnel must be capable of monitoring an inmate’s call while the call is in progress with the ability to disconnect the call at any time. The media player provided by the Vendor must have digital interactive capabilities allowing Okaloosa County PS-Corrections Division personnel to pause, repeat, and resume the listening of a call in progress. The Vendor must describe, in its response, how this will be accomplished with the proposed system.
- 3.43.** The collect call automated announcement function of the Inmate Telephone System must be capable of processing calls on a selective Multi-lingual basis. The inmate must be able to select the preferred language using no more than a single digit code. The Vendor must list, in its response, the languages available with the proposed ITS.
- 3.44.** The proposed Inmate Telephone System must allow for the Okaloosa County PS-Corrections Division to program times by facility, housing unit, and inmate when the system will be available or unavailable to inmate calling. The Vendor must describe, in its response, how this is accomplished.
- 3.45.** The proposed ITS must be Mobile-friendly (Android and Apple) Applications for Constituents to fund and manage accounts.
- 3.46.** The proposed ITS must have the ability to detect 3-way calling via manually bridges / automatic bridges / speaker phones and / or relay messages to identify inmates communicating with inmates within a facility and in facilities across the nation that has this ITS installed.
- 3.47.** Personal Identification Numbers (PINs)



- 3.47.1. It is the intention of the Okaloosa County PS-Corrections Division to implement the proposed ITS with the use of inmate Personal Identification Numbers (PINs). The proposed ITS must adhere to the following requirements for PIN operation for all calling methods.
- 3.47.2. The ITS must restrict use through authorized Personal Identification Numbers (PINs) assigned to each inmate. The length of these PINs must be determined by the Okaloosa County PS-Corrections Division and remain consistent throughout the Okaloosa County PS-Corrections Division facility.
- 3.47.3. The proposed ITS must allow for the cross-referencing of inmate PINs to the Okaloosa County PS-Corrections Division inmate number allowing for Okaloosa County PS-Corrections Division personnel to search by inmate number for call records and call recordings. The Vendor must describe, in its response, how this will be accomplished with the proposed system.
- 3.47.4. Although the ITS installed at the Okaloosa County PS-Corrections Division will primarily operate in collect call mode, the ITS must be capable of utilizing the same PIN for pre-paid and debit calls as well.
- 3.47.5. The ITS must have an option to force each PIN to have a “class of service” assigned. For example, a PIN might have a list of allowable telephone numbers that can be called, the maximum duration of each call, maximum threshold of calls allowed during a specified period, etc.
- 3.47.6. The proposed system must provide call restrictions by PIN that provide the following restrictions at a minimum:
  - a. Placing of Calls: Inmates can be either approved or not approved to make phone calls by PIN;
  - b. Use of Specific Telephones: Inmates, via the PIN, can be restricted to a specific telephone or group of telephones, at the Okaloosa County PS-Corrections Division’s option;
  - c. Duration of Call: Maximum call duration can be set globally (all PIN’s), by the inmate housing area, by individual inmate’s PIN, and by dialed number at the Okaloosa County PS-Corrections Division’s option;
  - d. Time of Day Calling: An allowed calling schedule can be provided for each specific PIN, by housing unit, by site, and globally (all PIN restrictions) at the Okaloosa County PS-Corrections Division’s option;
  - e. Specific PIN: Restrict an inmate under disciplinary action from placing all calls assigned to his/her particular PIN with the exception of privileged numbers (e.g., attorney, approved clergy and social work professionals); and
  - f. Restriction: Set call duration, set number of calls per day, set only certain numbers per PIN, etc.
- 3.47.7. The ITS’s PIN feature must ensure that the automated operator function uses the inmate’s pre-recorded name to announce to the called party from whom the call is originating. Identification of the specific inmate and thus the announcement of the inmate’s name must be performed by the PIN assignment. This feature will be implemented at the discretion of the Okaloosa County PS-Corrections Division.

- 3.47.8. The ITS's PIN feature must not allow the recording of inmate calls to certain pre-determined telephone numbers such as calls to clergy or an attorney.
- 3.47.9. It is desirable that the proposed ITS provide for an automatic suspension and reactivation (after a set period of time) of the inmate PIN.
- 3.47.10. The proposed ITS must be capable of assigning an inmate's account to an individual telephone or group of telephones so that the inmate's account may only place calls from those designated telephones. These telephones must still be capable of being used by inmate accounts not specifically assigned to them.
- 3.47.11. The proposed ITS must allow for the deletion or disabling of the PIN of a released inmate while retaining all call records and call recordings associated with that PIN. The Vendor must describe, in its response, how this will be accomplished with the proposed system.
- 3.47.12. The proposed ITS must allow for the inmate PIN to be associated or linked to the inmate's Okaloosa County PS-Corrections Division inmate number. The Vendor must describe, in its response, how this will be accomplished with the proposed system for both "active" inmates and "inactive" (released) inmates.

### **3.48. Calling Methods**

- 3.48.1. It is the intention of the Okaloosa County PS-Corrections Division to implement the proposed ITS in collect call mode to all locations within the United States while utilizing pre-paid and debit mode for calls to both United States and International locations. The proposed ITS must allow the Okaloosa County PS-Corrections Division to operate in this combined mode.
- 3.48.2. The Vendor shall provide an Automated Operator for all calling methods. At no time shall an inmate be connected to a "live" operator.
- 3.48.3. The automated announcement function of the ITS must be capable of processing calls on a multi-lingual basis: The inmate must be able to select the preferred language using no more than a single-digit code.
- 3.48.4. Call acceptance by the called party must be accomplished through caller confirmation (positive acceptance). Calls for all calling methods shall not be connected nor shall billing commence until the called party indicates acceptance of the call.
- 3.48.5. The proposed ITS must provide notification to an inmate of the call status or progress (e.g., busy, no answer, etc.). The proposed ITS must not allow the inmate to hear the called party prior to the actual positive acceptance (via touch tone entry) of the call.
- 3.48.6. During the call setup process, the ITS must provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the Okaloosa County PS-Corrections Division and must be heard by the answering party. The announcement must also include: "All telephone calls will be recorded and may be monitored and subject to the Florida Sunshine laws pertaining to public records" unless pre-determined as a privileged call.
- 3.48.7. The proposed ITS must provide an inmate debit based database capability that tracks an inmate's "telephone usage balance". Such balances shall be maintained by the IT'S in

conjunction with the Okaloosa County PS-Corrections Division Inmate Commissary Accounts.

- 3.48.8. The ITS shall confirm that funds are available in the inmate's "telephone usage account" after the telephone number is dialed by the inmate, but prior to placing the call. The Vendor must explain, in its response, the options available for an inmate to add more funds to his/her debit account.
- 3.48.9. The proposed ITS must provide for true "acceptance supervision" prior to billing of all calling methods. Billing shall begin when the call is accepted by the called party and shall terminate when either the inmate or the called party hang up.
- 3.48.10. The Vendor must provide a list of international locations (outside the North American Dialing Plan) that can be reached via the ITS' pre-paid and/or debit mode.

### **3.49. General System Management Requirements**

- 3.49.1. The Vendor must propose an ITS that can be accessed from any Windows based PC with access to the internet by authorized Okaloosa County PS-Corrections Division personnel.
- 3.49.2. The Vendor must propose an ITS that allows for changes to be administered in "real time" while the system is in use.
- 3.49.3. The proposed system must not require the system to be taken offline to make additions, changes or retrieve reports.
- 3.49.4. The Vendor must propose an ITS that provides a single Graphical User Interface (e.g., Microsoft Windows™ Internet Explorer) for system administration, investigations and reporting functions.
- 3.49.5. The ITS proposed for the Okaloosa County PS-Corrections Division must allow for investigation personnel to access the inmate call records at any PC with access to the internet without the need to establish a VPN gateway of direct connectivity from the Okaloosa County PS-Corrections Division network. The Vendor must describe, in its response, how this will be accomplished with the proposed ITS. This description must include what is required with regard to hardware, software, and network services as well as the security procedures involved with this remote access.

### **3.50. Restrictions, Fraud Control Options and System Security**

- 3.50.1. In order to limit possible telephone fraud, it is mandatory that a fraud prevention feature be available which will be able to randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call. The Vendor must describe in its proposal in detail how this is accomplished.
- 3.50.2. The Vendor must describe, in its response, all detection and prevention capabilities related to fraudulent, illicit, or unauthorized activity available on the proposed ITS.
- 3.50.3. The Vendor must identify, in its response, specific activities the proposed system capabilities shall detect and/or prevent. The Vendor must also identify, in its response, possible methods inmates may use to circumvent these capabilities.

- 3.50.4. The Vendor must propose an ITS that is capable of detecting extra dialed digits from the inmate's telephone.
- 3.50.5. The proposed ITS must allow the Okaloosa County PS-Corrections Division to immediately and remotely turn telephones on and off. This shall be capable of being accomplished by individual telephones, groups of telephones, or the entire Okaloosa County PS-Corrections Division facility by Okaloosa County PS-Corrections Division personnel with the appropriate authorization level.
- 3.50.6. The Vendor must describe, in its response, all standard and optional security services employed to protect the proposed ITS in terms of unauthorized access through the installed network of services, unauthorized access through the ITS LAN, unauthorized access to the ITS programming, and unauthorized access through the ITS Wide Area Network (WAN).
- 3.50.7. The Vendor must describe, in its response, how the Okaloosa County PS-Corrections Division will be able to monitor the installed ITS and the ITS WAN network of services for possible security breaches.
- 3.50.8. The proposed ITS must provide technology that deters an inmate's attempt to initiate a 3-Way or Conference Call with a Third Party and provide the ability to immediately terminate the call. The Vendor must describe, in its response, how this technology operates with regard to the proposed ITS and the options available to the Okaloosa County PS-Corrections Division.
- 3.50.9. The proposed ITS must provide technology that detects real time the use of call forwarding by the called party and provide the ability to immediately restrict the call from processing. The Vendor must describe, in its response, how this technology operates with regard to the proposed ITS and the options available to the Okaloosa County PS-Corrections Division.

### **3.51. General Operational Requirements**

- 3.51.1. The Vendor must describe, in its response, the network of services required to support the proposed ITS. (i.e., ISDN, 56Kbps Circuit, T1, MPLS, etc.).
- 3.51.2. The Vendor must describe, in its response, how it will address instances of inadequate outside network plant facilities at the Okaloosa County PS-Corrections Division facility to ensure that the proposed ITS is implemented according to the installation schedule agreed to by the Okaloosa County PS-Corrections Division.
- 3.51.3. The Vendor must describe, in its response, how remote access to the ITS for maintenance and programming by the Contractor will be provided. The Vendor must describe, in its response, all security measures, policies, and procedures in place for this remote access.
- 3.51.4. The Vendor must provide, in its response, all electrical and environmental requirements of the ITS for the Okaloosa County PS-Corrections Division facility. Such information must be provided for all components of the ITS including the central processor/equipment, call recording equipment, PCs, printers, etc.

- 3.51.5. The ITS proposed by the Vendor must be capable of automatically recovering from a power outage (auto-recovery) to full working order capable of processing inmate telephone calls with all programmed restrictions in place. This “auto recovery” must include all system hardware components, all software including Okaloosa County PS-Corrections Division specific programming and restrictions, and all network services (analog lines, T1 circuits, etc.). The Vendor must describe, in its response, any interaction required by Okaloosa County PS-Corrections Division personnel for this system “auto recovery” to occur.
- 3.51.6. The Vendor must provide, in its response, the capacities/limits for the proposed ITS. At a minimum, the Vendor must provide the capacity for the following:
  - a. Individual Inmate Accounts;
  - b. Call Records;
  - c. Recording Storage;
  - d. Simultaneous Administrative Users;
  - e. Workstations/PCs;
  - f. Simultaneous Access to System User Utilities;
  - g. Inmate Telephones; and
  - h. Simultaneous Telephone Calls.

### **3.52. System Call Recording and Live Monitoring**

- 3.52.1. The Okaloosa County PS-Corrections Division currently records inmate calls and monitors (in real time) select calls when necessary. This recording and monitoring is performed on all calls with the exception of privileged calls (e.g., attorneys, etc.). The Vendor must address the following specifications regarding the recording of inmate calls.
- 3.52.2. The ITS proposed by the Vendor must be capable of recording all accepted inmate calls simultaneously and at any time. The call recording shall be integrated with the proposed ITS and not a separate recording system.
- 3.52.3. The call recording feature proposed by the Vendor must be capable of allowing call recording to be deactivated for specific telephone numbers globally or assigned to an inmate’s PIN. This capability would be utilized for inmate calls to attorneys, etc.
- 3.52.4. The call recording feature proposed with the ITS must be fully digital allowing for digital storage of call recordings and the use of mobile digital storage devices for the transfer of recordings, and list all recording formats available to the authorized user.
- 3.52.5. The Contractor must provide storage of all recordings of inmate calls for the Okaloosa County PS-Corrections Division facility off site at the Contractor’s data storage facility for at least one (1) year. The Vendor must describe, in its response, how this will be accomplished with the proposed system.
- 3.52.6. The Contractor must allow access to offsite inmate call recordings by Okaloosa County PS-Corrections Division personnel providing the ability for Okaloosa County PS-Corrections Division personnel to download and transfer such recordings to mobile digital storage devices when necessary. The Vendor must describe, in its response, how this is accomplished with the proposed solution for the Okaloosa County PS-Corrections Division.

- 3.52.7. The call recording system proposed by the Vendor must allow access to inmate call recordings from any PC on the ITS network within each facility and from a secure internet connection. The Vendor must describe, in its response, how this is accomplished with the proposed system.
- 3.52.8. The call recording system proposed by the Vendor must allow access to inmate call recordings at the Okaloosa County PS-Corrections Division facility or by outside law enforcement investigative personnel. The Vendor must describe, in its response, how this is accomplished with the proposed system.
- 3.52.9. Many times the recorded telephone conversations of inmates are used as evidence in criminal and/or Okaloosa County PS-Corrections Division violation investigations. The system proposed to the Okaloosa County PS-Corrections Division must include the capability of transferring recorded calls to CD or DVD to be played on any industry standard device.
- 3.52.10. The call recording system proposed by the Vendor must allow for the transfer of call recordings to CD or DVD in industry standard formats (e.g., wav, mp3, etc.) allowing for playback on standard PC media drives or industry standard media players. The Vendor must state, in its response, the recording file formats provided by the proposed recording system.
- 3.52.11. The call recording system proposed by the Vendor must allow Okaloosa County PS-Corrections Division personnel to transfer call recordings to CD or DVD in a simplified and efficient manner. The system must allow Okaloosa County PS-Corrections Division to transfer a call without having to fully download the file to the PC at which the staff member is working. The Vendor must describe how the transfer of call recordings is performed with the proposed ITS and call recording system.
- 3.52.12. The call recording system proposed by the Vendor must allow Okaloosa County PS-Corrections Division personnel to locate call recordings in the following manners:
  - a. search by inmate PIN;
  - b. search by certain time period (date/time); and
  - c. search by certain telephone instruments.The system must allow for the search criteria either individually or in combinations.
- 3.52.13. The Vendor must retain ownership of the proposed recording equipment for the duration of this contract. All responsibility for maintenance and upgrades must be provided by the Vendor at no cost to the Okaloosa County PS-Corrections Division.
- 3.52.14. It is desirable that the call recording feature provide a search capability that allows Okaloosa County PS-Corrections Division personnel to search recordings for certain key words or phrases. The Vendor must provide, in its response, a description of this capability.
- 3.52.15. It is desirable that the call recording feature provide a manner in which call recordings are encrypted to ensure that no digital modification of the recording has been made or to note if such modifications have been made. The Vendor must describe, in its response, how this encryption function operates and the features provided by such.

### **3.53. Live Monitoring**

- 3.53.1. The proposed ITS must allow Okaloosa County PS-Corrections Division personnel to monitor inmate calls while the call is in process (“real time”). This live monitoring must be allowed by specific inmate telephone within the Okaloosa County PS-Corrections Division facility.
- 3.53.2. The live monitoring function of the proposed ITS must allow for “real time” monitoring of inmate calls in progress at the Okaloosa County PS-Corrections Division facility. The Vendor must describe, in its response, how this will be accomplished with the proposed system.
- 3.53.3. The proposed ITS must allow for Okaloosa County PS-Corrections Division personnel to monitor inmate calls in progress by entering a specified duration prior to auto scanning to the next call with the ability to stop scanning at any time. The Vendor must describe, in its response, how this is accomplished with the proposed system.
- 3.53.4. The proposed ITS must allow for alerts or alarms that will notify Okaloosa County PS-Corrections Division personnel when a specific inmate is placing a telephone call thus allowing Okaloosa County PS-Corrections Division personnel to monitor that call while it is in progress. The Vendor must describe, in its response, how this function will operate with the proposed system.
- 3.53.5. It is desirable that the ITS provide the alerts listed above via e-mail address, wireless pager and/or cellular telephone. The Vendor must list, in its response, the devices to which the ITS can send alerts.
- 3.53.6. It is desirable that the ITS call monitoring capability provide a form of speech or word recognition Okaloosa County PS-Corrections Division when certain words or phrases were used by an inmate during an outgoing call. The Vendor must provide, in its response, a description of this capability.
- 3.53.7. The proposed ITS must allow for Okaloosa County PS-Corrections Division personnel to monitor inmate calls in progress for a site remote from the Okaloosa County PS-Corrections Division facility from which the call is placed. The Vendor must state, in its response, how this will be accomplished with the proposed system.
- 3.53.8. It is desirable that the ITS call monitoring capability allow for remote monitoring of the inmate calls in progress from within the facility (e.g., officers in towers, etc.). The Vendor must state, in its response, what is required to provide this remote call monitoring within the Okaloosa County PS-Corrections Division facility.

### **3.54. General Telephone Equipment Requirements**

- 3.54.1. The Inmate Telephone Station Equipment required for the Okaloosa County PS-Corrections Division shall consist of three (3) types of telephones as listed in this section of the RFP
  - 3.54.1.1. Type 1: Wall Mounted Telephones (Indoor)  
The first type, which will be the majority of inmate telephones installed, shall be permanently mounted wall telephones meeting the following specifications:

- a. All Inmate Telephone Equipment must be of new manufacture and be provided (and installed) with the proposed ITS at no cost to the Okaloosa County PS-Corrections Division.
- b. The Vendor must provide all required materials, hardware, software and telephone cabling (where re-use is unavailable or new locations are required) to install the proposed inmate telephones.
- c. The Vendor is responsible for reimbursing the Okaloosa County PS-Corrections Division for any “construction” costs incurred to facilitate the installation of the inmate telephones.
- d. All inmate telephones must be powered by the ITS system and require no additional power source at the instrument.
- e. The inmate telephone instrument must be standard stainless steel construction. The Vendor must include photographs of the proposed inmate telephones in its response.
- f. The inmate telephone instruments must not include coin entry slots or coin return slots regardless of whether these functions are disabled.
- g. The inmate telephone instruments shall not contain card reader capabilities or slots used to identify inmate telephone accounts for purpose of debiting inmate telephone accounts.
- h. The inmate telephones must be capable of reducing or eliminating background noise to the inmate using the telephone. The Vendor must describe, in its response, how this will be accomplished with the proposed inmate telephone instruments (e.g., confidences, phone enclosures, etc.).
- i. All inmate telephones shall provide volume controls which allow inmates to amplify the called party’s voice.
- j. The Vendor shall provide dialing instructions as well as a “warning” that states “This Call is Being Recorded” to the inmate in English and Spanish on each inmate telephone in a manner which reduces the possibility of being destroyed. Simple labels or other accessible surface instructions will not be acceptable to meet this requirement.
- k. The Vendor shall maintain the above required telephone dialing instructions and warning statements for legibility and accuracy during the course of this contract.
- l. The inmate telephone instrument shall not be capable of being used to program any feature of the proposed ITS.
- m. All of the proposed and currently installed inmate telephones must be compliant with all applicable requirements of the Americans with Disabilities Act (ADA).



3.54.1.2. Type 2: TDD/TTY Devices

- a. The Okaloosa County PS-Corrections Division may house inmates who are deaf or hearing impaired and must place outgoing telephone calls via a TDD/TTY. The Vendor must describe, in its response, how such calls will be conducted in conjunction with the proposed ITS.
- b. The Vendor must describe, in its response, how outgoing inmate calls via the TDD/TTY are conducted in the following circumstances while maintaining all call controls:
  - a standard telephone number on the inmate's call list;
  - toll free number for the deaf relay service; and
  - 711 deaf relay service call.
- c. The Vendor must describe, in its response, how outgoing call control for TDD/TTY users is maintained with the proposed ITS.
- d. The Vendor must provide adequate TDD/TTY or suitable devices to the Okaloosa County PS-Corrections Division facility, maintain such devices as well as provide additional devices, at no cost, when requested by the Okaloosa County PS-Corrections Division.
- e. The Vendor must provide TDD/TTY or suitable devices which contain a digital display (e.g., LCD, LED, etc.) and a printing device.
- f. The Vendor must provide TDD/TTY or suitable devices that allow the inmate conversation to be printed in real-time allowing the Okaloosa County PS-Corrections Division to have a hard copy of the inmate conversation with the exception of privileged calls to attorneys, etc.
- g. The Vendor must describe, in its response, how inmate call will be invoiced (and to whom) when the inmate uses the TDD/TTY device to place a call via the State Deaf Relay Service.

3.54.1.3 Type 3: Cordless / Mobile Devices

The third type, shall be cordless and/or mobile telephones meeting the following specifications:

- a. All Inmate Telephone Equipment must be of new manufacture and be provided (and installed) with the proposed ITS at no cost to the Okaloosa County PS-Corrections Division.
- b. The Vendor must provide all required materials, hardware, software and telephone cabling (where re-use is unavailable or new locations are required) to install the proposed inmate telephones.
- c. All inmate telephones must be powered by the ITS system and require no additional power source at the instrument.
- d. The inmate telephone instruments must not include coin entry slots or coin return slots regardless of whether these functions are disabled.

- e. The inmate telephone instruments shall not contain card reader capabilities or slots used to identify inmate telephone accounts for purpose of debiting inmate telephone accounts.
- f. The inmate telephones must be capable of reducing or eliminating background noise to the inmate using the telephone. The Vendor must describe, in its response, how this will be accomplished with the proposed inmate telephone instruments (e.g., confidences, phone enclosures, etc.).
- g. All inmate telephones shall provide volume controls which allow inmates to amplify the called party's voice.
- h. The Vendor shall provide dialing instructions as well as a "warning" that states "This Call is Being Recorded" to the inmate in English and Spanish on each inmate telephone in a manner which reduces the possibility of being destroyed. Simple labels or other accessible surface instructions will not be acceptable to meet this requirement.
- i. The Vendor shall maintain the above required telephone dialing instructions and warning statements for legibility and accuracy during the course of this contract.
- j. The inmate telephone instrument shall not be capable of being used to program any feature of the proposed ITS.
- k. All of the proposed and currently installed inmate telephones must be compliant with all applicable requirements of the Americans with Disabilities Act (ADA).

### **3.55. Data Back-Up**

- 3.55.1. The Vendor must perform all system and database back-ups and archiving. All archival hardware, supplies, network and recovery procedures which ensure that no data shall be lost must be provided by the Vendor at no cost to the Okaloosa County PS-Corrections Division.
- 3.55.2. The Vendor must be capable of recovering all system data for all locations, to the point of full system operation, using a system backup.
- 3.55.3. The Vendor must describe, in its response, the back-up schedule for:
  - a. The central Contractor maintained programming database for the Okaloosa County PS-Corrections Division facility;
  - b. All inmate call records for Okaloosa County PS-Corrections Division facility;
  - c. All inmate call records for Okaloosa County PS-Corrections Division facility. All inmate call recordings for Okaloosa County PS-Corrections Division facility; and
  - d. All inmate call recordings for Okaloosa County PS-Corrections Division facility.
- 3.55.4. The Vendor must state, in its response, if these system back-ups are performed in real-time (e.g., as the transaction/call completes) or as a pre-scheduled time during the day.

- 3.55.5. The Vendor must agree, in its response, that the Okaloosa County PS-Corrections Division has the right to obtain all achieved information, call detail, inmate records, etc. associated with the ITS regardless of the location of such information within the Contractor's organization or site.
- 3.55.6. The Vendor must describe, in its response, how it will provide system security for all data stored locally and at its central storage location. Such security description must include system security as well as how access to such sensitive information will be performed within the Vendor's organization.

### **3.56. ITS Management/Administration Requirements**

- 3.56.1. The Vendor must propose an ITS that can be administered from any windows based PC with internet access by the Vendor's personnel and authorized Okaloosa County PS-Corrections Division personnel.
- 3.56.2. The Vendor must propose an ITS that allows for changes to be administered in "real time" while the system is in use. The proposed system must not require the system to be taken off line to make additions, changes or retrieve reports.
- 3.56.3. The Vendor must propose an ITS that provides a Graphical User Interface (e.g., Microsoft Windows™) for both system administration and system reporting functions. The Vendor must provide samples of its User Interface screens with its response.
- 3.56.4. The Vendor must describe, in its response, what system administration functions are available with the proposed ITS (i.e., new account entry, account/record modification, account deletion, etc.).

### **3.57. System Reporting Function**

- 3.57.1. The proposed ITS must provide a system reporting package accessible by Okaloosa County PS-Corrections Division personnel. This reporting package must allow for the querying of inmate call records and include a secure internet website for ease of use.
- 3.57.2. The proposed ITS must allow for the generation of reports by Okaloosa County PS-Corrections Division personnel based on their user access level.
- 3.57.3. The proposed ITS must provide for on-demand reports to be available by the Okaloosa County PS-Corrections Division and provide for the following standard, at a minimum:
  - a. Chronological List of Calls;
  - b. Daily Call Volume Summary;
  - c. Daily Call Volume Detail;
  - d. Weekly Call Volume Summary;
  - e. Weekly Call Volume Detail;
  - f. Inmate Account Summary;
  - g. Inmate Account Detail;
  - h. Frequently Dialed Numbers;
  - i. Specific Telephone Number Dialed Usage;
  - j. Suspended Inmate Account;
  - k. Alert Notification;
  - l. Telephone Numbers Called by More Than One Inmate;

- m. Telephone Numbers Assigned to More Than One Inmate Account;
- n. Quantity of Calls per Inmate Account;
- o. Quantity of Minutes per Inmate Account;
- p. Blocked Telephone Number List;
- q. Local Exchange Volume (by Exchange);
- r. Area Code Volume (by Area Code);
- s. Fraudulent calls identified and disconnected (3-way, Call Forwarded) ; and
- t. Ease of exporting reports to Excel, Adobe or Comma Separated Text.

3.57.4. The proposed ITS must allow for all reports to be viewed in hard copy format or viewed “on-line” by a user with the proper access level.

3.57.5. It is desirable that the ITS provide Okaloosa County PS-Corrections Division personnel that ability to simply click on the called number and be provided with the name and address of the called party. The Vendor must describe, in its response, how this function is provided and how it operates with the proposed system.

**3.58. System Implementation and Transition**

3.58.1. The Okaloosa County PS-Corrections Division is presently utilizing an ITS provided by Securus Inc. It is therefore of the utmost importance that the Vendor address the issue of transition from the existing system to the new ITS at Okaloosa County PS-Corrections Division facility. The Okaloosa County PS-Corrections Division realizes that some “down time” will occur during this transition but the Vendor must propose an implementation plan that reduces this “down time” and allows for a smooth progression to the new system. During initial and all future installations of additional equipment and/or software, the responsibility of interoperability with the Okaloosa County PS-Corrections Division Jail Management System will be that of the Vendors.

**3.59. Current County Inmate Communications System**

3.59.1. The proposed equipment and system shall be scalable to meet the County’s growing needs.

3.59.2. Vendor agrees the equipment is scalable and Vendor shall provide at least the following equipment:

Inmate Phone Count	66
Mobile Phone Carts	2
Cordless Inmate Phone	4
Pay Phones	0
Video Visitation Terminals	56
Video Visitor Terminals	15
Video Visitation Carts	6
TTY/TDD Devices	2
Provider Workstations	2

3.59.3. The Vendor is required to provide the Okaloosa County PS-Corrections Division a full implementation plan upon award of contract for the ITS. The Vendor’s implementation plan must include a detailed explanation of the following items:

- a. pre-installation procedures for Okaloosa County PS-Corrections Division facility;
  - b. pre-installation procedures for the complete system;
  - c. network circuits/service coordination requirements;
  - d. software programming and preparation;
  - e. equipment delivery schedules;
  - f. equipment security procedures;
  - g. equipment/system installation procedures;
  - h. inmate telephone installation procedures;
  - i. system testing at the Okaloosa County PS-Corrections Division facility;
  - j. system testing of overall system connectivity;
  - k. training of Okaloosa County PS-Corrections Division personnel;
  - l. actual system cutover to service; and
  - m. lists of Okaloosa County PS-Corrections Division responsibilities.
- 3.59.4. The Vendor must work with the Okaloosa County PS-Corrections Division to determine the exact times when Inmate Telephone Equipment can be replaced to reduce “down time”.
- 3.59.5. The Vendor is required to conduct a site visit at Okaloosa County PS-Corrections Division facility prior to installation of the ITS there in order to become familiar with the physical location of the ITS and the inmate telephones as well as to be completely familiar with the installation requirements of each particular facility.
- 3.59.6. The Contractor shall coordinate the removal of the existing inmate telephones throughout Okaloosa County PS-Corrections Division facility. The Contractor is required to meet with the Okaloosa County PS-Corrections Division so that the existing telephones may be used during the transition to the new inmate telephones provided under this contract.
- 3.59.7. The Vendor is allowed to re-use existing station cabling installed at Okaloosa County PS-Corrections Division facility for the inmate telephones once it has “tone and tested” each cable run to ensure that the station cable is capable of supporting the new inmate telephones.
- 3.59.8. In cases where the existing cable is re-used, the Vendor will re-terminate and label the station cabling at the cross connect (main/intermediate distribution frames) to ensure that all cabling is identified correctly and terminated in such a way to simplify future maintenance.
- 3.59.9. In cases where existing station cabling cannot be used, the Vendor will install new station cabling (Category 5e minimum) at no cost to the Okaloosa County PS-Corrections Division. Any new cabling must include required wall plate, cross connection, patch cords, etc. as required by the Vendor and the Okaloosa County PS-Corrections Division to ensure proper operation of the inmate telephones.
- 3.59.10. Although the Okaloosa County PS-Corrections Division does not anticipate that such work will be required, the Vendor must agree in its response to obtain Okaloosa County PS-Corrections Division permission in writing before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.

- 3.59.11. The Vendor will be responsible for all programming of the ITS including the generation and creation of the system database(s) required to provide a fully operational ITS.
- 3.59.12. The Vendor must transfer the current ITS database information including inmate profiles (PINs) and call records to the new system. The Vendor must state, in its response, how this will be accomplished and what is required of the Okaloosa County PS-Corrections Division to facilitate this transfer of information.
- 3.59.13. The Vendor must clean up and remove any and all debris and packaging material resulting from its work at the Okaloosa County PS-Corrections Division facility on a daily basis.
- 3.59.14. Upon completion of installation, the Vendor must leave the Okaloosa County PS-Corrections Division facility clean, orderly, and ready for immediate use.
- 3.59.15. The Vendor shall be completely responsible for replacing, restoring, or bringing to former condition any damage caused by the Vendor's installation personnel to floors, ceilings, walls, furniture, grounds, pavement, etc. Any damage or disfigurements shall be restored to its former condition by the Vendor at no cost to the Okaloosa County PS-Corrections Division.
- 3.59.16. The Vendor must ensure that all of its work and materials comply with all local, State, and Federal laws, ordinances and regulations as well as the direction of any inspectors appointed by proper authorities having jurisdiction over this type of network and equipment installation.
- 3.59.17. The Vendor is responsible for obtaining all necessary permits. Should violation of codes occur relating to this network installation project because necessary permits were not identified and obtained by the Vendor, the Vendor will cease all work at that specific location and correct the situation, immediately, at no cost to the Okaloosa County PS-Corrections Division prior to continuation of system installation.
- 3.59.18. The Vendor is required to adhere to all prevailing wage rate specifications and schedules as determined by the State of Florida and Division of Occupational Safety, and the United States Department of Labor when required.

### **3.60. System Testing**

- 3.60.1. The Vendor must describe, in its response, how it performs standard system testing to ensure that the proposed ITS and its network services are fully implemented and ready to accept inmate traffic and Okaloosa County PS-Corrections Division use. This description must include the Vendor and industry standard methodologies, procedures and protocols consistent with the ITS proposed for the Okaloosa County PS-Corrections Division. The Vendor must describe what is required of Okaloosa County PS-Corrections Division personnel during this system testing. All hardware, software, software licensing, etc. required to perform this testing must be provided to the Okaloosa County PS-Corrections Division at no cost.

- 3.60.2. The Vendor is required to provide system testing which simulates normal operating conditions of the installed ITS to ensure proper performance after hardware and software configuration is complete. This simulation must include full traffic load representing high traffic situations for inmate calling traffic.
- 3.60.3. The Vendor must agree, in its response, to the Okaloosa County PS-Corrections Division's right to require the replacement of any network service or system component whose failure to meet required performance levels during testing has risen to chronic problem level.

### **3.61. System Acceptance**

- 3.61.1. The Okaloosa County PS-Corrections Division defines system acceptance as the "problem-free" operation of the ITS and its network of services for a period of thirty (30) consecutive days commencing with the actual completion of ITS installation and testing.
- 3.61.2. Should the proposed ITS operate "problem free" during the initial thirty (30) day acceptance period, the Vendor may consider the ITS installation as complete at that Okaloosa County PS-Corrections Division facility and commence with post installation maintenance and support.
- 3.61.3. Should the ITS fail to operate "problem free" during the thirty (30) day acceptance period, the Vendor shall correct the problem at no cost to Okaloosa County PS-Corrections Division and the thirty (30) day acceptance period will begin again. The Vendor is required to provide all materials and labor to ensure that the installed ITS performs according to manufacturer specifications and the requirements of this RFP. Failure of the Vendor to have the installed ITS installation "accepted" by the Okaloosa County PS-Corrections Division within sixty (60) days of the installation date will result in the replacement of the ITS in its entirety at that specific Okaloosa County PS-Corrections Division facility.
- 3.61.4. The Vendor must agree, in its response, to negotiate the definition of "problem free" operation with the Okaloosa County PS-Corrections Division prior to system contract. However, for the purposes of this RFP, "problem free" operation during the initial thirty (30) day period is defined as the following:
  - a. Failure of no more than two percent (2%) of the telephone instruments;
  - b. Failure of no more than ten percent (10%) of analog network services';
  - c. Failure of no more than one (1) digital trunk (T1, ISDN PRI);
  - d. Operation of the system security features including PINs, etc.;
  - e. Operation of the system software without major conflicts or feature failure; and
  - f. Non- failure of any Central Processing Unit (CPU).

### **3.62. System Documentation**

- 3.62.1. At the completion of the project, the Vendor must provide access to the complete set of system reference manuals which must include information specific to the operation of the ITS for each Okaloosa County PS-Corrections Division authorized user, determined by the Public Safety Director, or Designee.

- 3.62.2. The Vendor shall supply, in writing, all necessary Okaloosa County PS-Corrections Division personnel with regard to maintenance contact numbers, maintenance reporting procedures, maintenance escalation procedures, etc.
- 3.62.3. The Vendor must provide Okaloosa County PS-Corrections Division facility specific “checklists” allowing trained Okaloosa County PS-Corrections Division personnel to become acquainted with the specific programming of the ITS installed at the Okaloosa County PS-Corrections Division facility.
- 3.62.4. The Vendor must provide written procedures at the Okaloosa County PS-Corrections Division facility that instruct Okaloosa County PS-Corrections Division personnel on how to report system troubles, escalate system troubles within the Vendor’s organization, contract Vendor personnel during weekend shifts, etc. The Vendor must update such written procedures on a quarterly basis during the term of this contract.

### **3.63. Training Requirements**

- 3.63.1. It is instrumental to the success of the installation of the ITS that Okaloosa County PS-Corrections Division personnel be trained in various aspects of the system operation. Therefore, the Vendor must provide a complete training schedule based on the following requirements.
- 3.63.2. The Vendor must provide all end-user training to the Okaloosa County PS-Corrections Division at no cost for all staff who are provided access to the phone system- Training may be Web Based.
- 3.63.3. The Vendor must provide all end-user training on site. If new services are added on-site training may be needed. Otherwise “Annual Refresher Training” may be requested.
- 3.63.4. The vendor must provide training for various levels of Okaloosa County PS-Corrections Division personnel including full-time system administrators, part-time system administrators, special investigators, and data entry specialists, etc. This will be for all users who are granted access to the system. The number of users can vary. Training may also be Web-based training.
- 3.63.5. The Vendor must provide full training for all assigned system users on how to create, delete and modify inmate programming and profiles.
- 3.63.6. The Vendor must provide full training for all assigned system users on how to generate appropriate system reports.
- 3.63.7. The Vendor must provide full training for all assigned system users on how to maintain inmate alert levels and respond accordingly when these levels are exceeded.
- 3.63.8. The Vendor must provide full training on all components of the Inmate Telephone System.
- 3.63.9. The Vendor must provide full training on the provided call recording function including the live monitoring of inmate calls, playback of calls and the transfer of calls to other media for playback at off-site locations.



- 3.63.10. The Vendor shall provide full training for all assigned Okaloosa County PS-Corrections Division system users on how to change inmate restriction levels (by telephone, suspend PIN, etc.).
- 3.63.11. The Vendor must provide full training for all assigned system users on how to initiate system restrictions including the shutting down of individual inmate telephones, groups of inmate telephones or the entire facilities systems.
- 3.63.12. The Vendor must provide ongoing system training for existing Okaloosa County PS-Corrections Division personnel when required by the Okaloosa County PS-Corrections Division at no cost.
- 3.63.13. The Vendor must provide additional training for new Okaloosa County PS-Corrections Division personnel when required by the Okaloosa County PS-Corrections Division at no cost.
- 3.63.14. The Vendor must describe, in its response, any advanced system training that may be available to Okaloosa County PS-Corrections Division personnel whether provided on-site at the Okaloosa County PS-Corrections Division facility, off-site at the Vendor's training facilities or via webinar.
- 3.63.15. The Vendor must in its proposal include the name, title and qualifications of the Vendor staff member who will have the overall responsibility for training.
- 3.63.16. The proposed ITS must provide for integrated help function for system operation, administration, reporting and management functions.
- 3.63.17. The Vendor must provide a "live" Help Desk support function to Okaloosa County PS-Corrections Division at no cost to the Okaloosa County PS-Corrections Division during the term of this contract. This Help Desk function must be capable of providing support via telephone to the Okaloosa County PS-Corrections Division ITS personnel for the functions of the ITS. This "live" Help Desk must be available twenty-four (24) hours a day, seven (7) days a week including holidays.
- 3.63.18. The "live" Help Desk support function provided by the Contractor must be located within the continental United States.

### **3.64. Equipment/System Maintenance**

- 3.64.1. The Vendor must provide an ITS at the Okaloosa County PS-Corrections Division facility that is fully functional in regards to all labor, materials, programming, system hardware and software.
- 3.64.2. The Vendor must warrant that the ITS installed for the Okaloosa County PS-Corrections Division facility shall be free of defects, irregularities, unprofessional installation, code violations and shall operate as designed and proposed. Should the system not operate as designed and proposed or violate any local, state or federal code, the Vendor shall immediately correct the defect or irregularity or bring the system within code and performance specifications at no cost to the Okaloosa County PS-Corrections Division.

- 3.64.3. The Vendor must provide all post installation system programming and maintenance services at no cost to the Okaloosa County PS-Corrections Division.
- 3.64.4. The Vendor must agree in its response that maintenance service is available on its ITS seven days per week, twenty-four (24) hours a day.
- 3.64.5. The Vendor must propose an ITS that provides for remote diagnose ITS and maintenance.
- 3.64.6. The Vendor is responsible for replacement of the ITS in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to the Okaloosa County PS-Corrections Division and will occur immediately upon notification to the Vendor of the system problem by the Okaloosa County PS-Corrections Division facility.
- 3.64.7. The Vendor is responsible for replacing of inmate telephones in their entirety regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. The Contractor must replace inmate telephones requiring repair and not repair components of the inmate telephone on site at the Okaloosa County PS-Corrections Division.
- 3.64.8. Should any critical component of the ITS provided by the Vendor fail, the Vendor must respond to ITS maintenance/repair calls from the Okaloosa County PS-Corrections Division in the manner outlined in this section.
- 3.64.9. For the purpose of this RFP, a “Major Emergency” shall be defined as an occurrence of any one of the following conditions. The Vendor is required to further negotiate with the Okaloosa County PS-Corrections Division prior to system installation to determine additional specific criteria for a “Major Emergency”.
  - a. A failure of the ITS processor, its common equipment or power supplies which render the system incapable of performing its normal functions;
  - b. A failure of the recording function or any of its components that affects the full recording operation;
  - c. A failure of fifty-percent (50%) or more of the inmate telephones at any one area within a Okaloosa County PS-Corrections Division facility;
  - d. A failure of any of the ITS functions that result in the ability of inmates to place calls without the use of assigned PINs;
  - e. A failure of any of the ITS functions that results in the ability of inmates to make direct dialed calls when the system is operating in collect call mode;
  - f. A failure of any of the system functions that results in the ability of inmates to reach a “live” operator; and
  - g. A failure of the system “kill switches” or similar ITS disabling function proposed by the Vendor.
- 3.64.10. For a “Major Emergency” the Vendor must respond to the service problem within thirty (30) minutes of initial trouble report by the Okaloosa County PS-Corrections Division facility through the use of remote testing or access. Should the ITS not be accessible for remote access, the Vendor must have a qualified technician, suitably equipped for the installed ITS, on site at the Okaloosa County PS-Corrections Division within two (2) hours from the time of initial trouble report.

- 3.64.11. Should the problem not be resolved via remote access, the Vendor must have a qualified technician, suitably equipped for the installed system, on site at the Okaloosa County PS-Corrections Division facility within two (2) hours from the time of initial trouble report.
- 3.64.12. Response to “Major Emergency” conditions must be performed on a twenty- four (24) Hours-a-Day/Seven (7) Days-a-Week/365 Days-a-Year basis throughout the term of this contract.
- 3.64.13. For the purpose of this RFP, Routine Service shall be defined as an ITS failure or problem other than a “Major Emergency” item as listed above or defined by the Okaloosa County PS-Corrections Division.
- 3.64.14. For a “Routine Service” the Vendor must respond to the service problem within four (4) hours of the initial trouble report by the Okaloosa County PS-Corrections Division facility through the use of remote testing or access. Should the ITS not be accessible for remote access, the Vendor must have a qualified technician, suitably equipped for the installed system, on site at the Okaloosa County PS-Corrections Division facility within twelve (12) business hours from the time of initial trouble report. Business hours are defined as 8:00 a.m. to 4:00 p.m., Monday through Friday.
- 3.64.15. Should the problem not be resolved via remote access, the Vendor must have a qualified technician, suitably equipped for the installed system, on site at the Okaloosa County PS-Corrections Division facility within six (6) hours from the time of initial trouble report.
- 3.64.16. The Vendor must ensure and state, in its response, that all maintenance calls from the Okaloosa County PS-Corrections Division shall be answered by a “live” operator/service representative at all times.
- 3.64.17. It is required that all maintenance calls from the Okaloosa County PS-Corrections Division be answered by a “live” service representative who is local located within the continental United States at all times.

### **3.65. Critical Component Availability**

- 3.65.1. The Vendor must guarantee to the Okaloosa County PS-Corrections Division that all parts and materials necessary to repair the proposed ITS are readily available to on-site service personnel twenty-four (24) hours per day, seven (7) days per week, 365 days per year. The Okaloosa County PS-Corrections Division will not accept the delay of any ITS repair based on the fact that service personnel cannot access a system parts warehouse, office, or similar Vendor facility because the facility not being opened “after hours”, or on weekends or holidays.
- 3.65.2. It is desirable that the Contractor provide “spare” inmate telephone equipment Okaloosa County PS-Corrections Division facility to allow for timely replacement of telephones that are not operating for any reason. The Vendor must provide onsite a minimum number of spare sets equal to five percent (5%) of the total number of inmate telephones installed at Okaloosa County PS-Corrections Division facility.

### **3.66. Escalation Procedures during Service Maintenance**

- 3.66.1. The Vendor must provide, in its response, escalation procedures to address inadequate maintenance service of the ITS. These escalation procedures must include multiple levels of management personnel. Access to additional management personnel must be made available to the Okaloosa County PS-Corrections Division upon request.
- 3.66.2. The Vendor must provide, in its response, a complete list of its maintenance service escalation procedures including:
  - a. a list of personnel at each level of escalation;
  - b. contact telephone, fax, pager, cellular numbers;
  - c. methods by which escalation is initiated; and
  - d. criteria for escalation at each level.
- 3.66.3. The Vendor must agree, in its response, that the Okaloosa County PS-Corrections Division has the right to initiate these escalation procedures at its discretion based on diminished service or non-performance of the Vendor. The vendor shall update the escalation contacts shall on an “as needed” basis as contact information changes.

### **3.67. Payment Options**

- 3.67.1. The proposed system shall allow automated operator collect calling.
- 3.67.2. All prepaid calls will be subject to the same restrictions and features as standard inmate collect calls.
- 3.67.3. The called party shall be provided an option to request cost of the call prior to accepting the charges.
- 3.67.4. The proposed Contractor shall have a system in place that will allow inmate families and friends to set-up alternate billing methods directly with the Contractor. Two (2) of the methods the Okaloosa County PS-Corrections Division would like to see offered are:
  - a. The Contractor should have a system in place that will allow inmate families and friends to set-up an account directly with the Contractor; and
  - b. The Contractor should have an advance payment system. This system should allow customers to prepay for calls from the facility.
- 3.67.5. The proposed Contractor shall provide the ability for inmate families and friends to accept and pay for a single call with a credit or debit card without the need to establish an account or transfer to customer service.
- 3.67.6. The proposed Contractor must allow calls to cell phones and have an ability to establish accounts for such customers.
- 3.67.7. The proposed Contractor must have the ability to provide promotional calls to cell phones and text messaging information on how to establish an account.

### **3.68. Visitation Phone Monitoring and Recording**

- 3.68.1. Detail of the proposed visitation phone recording & monitoring system. This detail shall include but not be limited to the name of the manufacturer/Contractor used, if service and equipment are not provided directly by Contractor, scheduling software, user interface, control/administrator interface, integration requirements and remote network capabilities.
- 3.68.2. System should be integrated with inmate calling system.
- 3.68.3. System should include anti-tamper screws on a stainless steel wall plate, spiral-sound stainless steel armored cable, and anti-tamper transmitter/receiver installed in a small encasement.
- 3.68.4. System must have the ability to record all visitation conversations, or if PINs are applied be able to record specific conversations.
- 3.68.5. System must have the ability to monitor live conversations.
- 3.68.6. System must be scalable and easily upgraded remotely.
- 3.68.7. Call details records must be stored of each visitation conversation.
- 3.68.8. System must have the ability to specify specific visitation phones as private attorney visitation phones, which conversations will not be recorded.
- 3.68.9. System must provide the capability to disable and enable visitation recording by PIN, on demand, and in real time.
- 3.68.10. System must continue to allow visitation calls even in the event the call platform goes down.
- 3.68.11. System must allow multiple visitors to visit with a single inmate.
- 3.68.12. System should allow visitation calls to continue in the event main inmate telephone systems is shut down.
- 3.68.13. The system shall allow for eight (8) public defenders to participate in free video visits with their clients.
- 3.68.14. All call video session recordings shall be stored online and available through the online user interface for 180 days.

### **3.69. Automated Information**

- 3.69.1. The proposed system must offer an Interactive Voice Response (IVR) solution. This IVR must provide inmates and outside callers with the ability to access inmate specific and general facility information over the phone. Inmates must be able to access the system by dialing a speed dial on any designated inmate phone, while outside callers access the system by dialing the main facility telephone number. The system must have a hosted architecture and use the existing telephones.

- 3.69.2. The IVR must be available with an English and Spanish interface and must also have touch tone and speech recognition capabilities.
- 3.69.3. The IVR must be available twenty-four (24) hours a day.
- 3.69.4. During the call, outside callers must have the option to transfer to a customer service center for further assistance.
- 3.69.5. Information that must be available to inmates must include but not be limited to the following: inmate charges, inmate court dates, visitation eligibility, and bond amount.
- 3.69.6. Information that must be available to outside callers must include, but not be limited to, the following: facility address and direction, visitation policies, inmate charges, inmate court dates, inmate visitation eligibility, and inmate bond amount.
- 3.69.7. In addition, the IVR solution must be currently deployed to at least fifty (50) correctional facilities that are willing to provide written references.
- 3.69.8. The system will not be required to provide trust account funding. This may be listed as an option for discussion.
- 3.69.9. The system must provide family and friends the option to create and fund prepaid phone accounts.
- 3.69.10. The system allows for voicemail communications between friends and family and inmates.
- 3.69.11. System must allow Constituents to fund phone service accounts with an automatic notification to the inmate or inmate application.
- 3.69.12. System must have the ability to customize settings based on facility and constituent needs.
- 3.69.13. System must average at least a monthly automation rate of seventy-five percent (75%). Eighty percent (80%) is preferred.
- 3.69.14. System must be able to block certain inmates' records from being shared.

### **3.70. In-pod Kiosk Description and Requirements**

- 3.70.1. The kiosk system is capable of supporting several web-based applications including but not limited to video visitation, inmate information, sick call request w/two-way communication, grievances w/two-way communication, inmate handbook, orientation videos, law library, employment opportunity research, notification banners and commissary ordering (If all or part of these services are not included, list them as options).
- 3.70.2. The video visitation system shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall

be transmitted over TCP/IP Ethernet. Systems that utilize analog audio/video matrix switching systems are not acceptable.

- 3.70.3. The video visitation scheduling, user management, and policy management, must be web-based and allow for Okaloosa County PS-Corrections Division to administer visitation sessions and visitation operations based on Okaloosa County PS-Corrections Division policies.
- 3.70.4. The video visitation scheduling process must be available via an on-site scheduling kiosk and remotely online.
- 3.70.5. Authorized personnel must be able to quickly and easily schedule visitation, reassign visitation sessions from one terminal to another, override set visitation schedules as required.
- 3.70.6. The scheduling and management system must be able to communicate with the video hardware at the time of a scheduled visit so that the visitation session will automatically commence without staff involvement.
- 3.70.7. The video visitation system must have visitation recording capabilities.
- 3.70.8. The kiosk must be able to access the web-based application and be enabled for touch screen inputs.
- 3.70.9. The kiosk will provide the inmate with standard information that is retrieved from the facility's jail management system. Archonix/Securus XJail is our current Jail Management System. Standard information would include such things as current charges, bond amounts, etc.
- 3.70.10. The kiosk will notify ~~the~~ inmates of pending visits and will distinguish between home and remote visits.
- 3.70.11. The kiosk has the ability to provide commissary ordering via touch screen inputs.
- 3.70.12. The kiosk will provide for inmate requests, grievances, sick call reporting & the ability to review responses provided to inmates via touch screen inputs.

### **3.71. Required Software and Solution Features**

- 3.71.1. The video visitation solution shall consist of inmate kiosks connected over a 100 Mbps dedicated Ethernet network so that any kiosk can be connected to any other kiosk.
- 3.71.2. The visitor terminal shall be able to access the video visitation solution via LAN or via a broadband internet connection (DSL, cable, etc.) using a computer or laptop that is web camera and headset enabled.
- 3.71.3. The video visitation solution shall include the following scheduling, automation, policy management, and usability functionality:
  - a. Multi-lingual inmate interface (English and Spanish at a minimum);

- b. A single system must be able to support multiple facilities in multiple locations with multiple housing units;
  - c. Web-based visitation scheduling;
  - d. Inmate kiosk must display pending visits;
  - e. Web-based scheduling system must allow users to easily and simply schedule a visitation session;
  - f. Web-based scheduling system must only display timeslots that meet Okaloosa County PS-Corrections Division's policies;
  - g. Web-based scheduling system must conduct all conflict checking and only display times that are available; and
  - h. If a scheduled visit is cancelled, the timeslot should become available for scheduling.
- 3.71.4. The system shall provide a visual warning message to inform the visitor that the visit will be ending in one (1) minute.
- 3.71.5. The system shall notify both the inmate and the caller that video visitation is subject to recording and monitoring.
- 3.71.6. The system shall provide different levels of functionality to users based on their user type. For example:
- a. Administrators: create/manage/edit – users, schedules, etc.;
  - b. Users: create/manage/edit their own schedules; and
  - c. Read-only user: can only view scheduled visits.
- 3.71.7. Each user will require a unique username and password that will dictate their level of functionality.
- 3.71.8. It is desirable the facility has a simple and time-efficient way to end video terminal use from a main control room or remote location in the event an emergency exists. Please explain possible to accomplish this request.
- 3.71.9. Provides an audit trail of all system activity (i.e., user login times and locations, which users have scheduled/modified/cancelled a visit, etc.).
- 3.71.10. The system shall allow for integration with or data retrieval from Okaloosa County PS-Corrections Division Jail/Offender/Inmate Management System:
- a. The system shall use the same inmate identification number as created by the Jail/Offender/Inmate Management System to identify the inmate on the video visitation system;
  - b. The system shall automatically cancel a visit if the inmate's status has changed or the inmate has been released; and
  - c. The system shall send an email cancellation notification to the visitor if a visit is cancelled.
- 3.71.11. The system provides authorized users the ability to do searches and create reports.
- 3.71.12. The system provides a way to display scheduled visits to staff so they know where and when an inmate needs to be available for pending video visits.



- 3.71.13. The system will provide for an exclusion list to allow the county to set visitor exclusions preventing a certain visitor from visiting with a selected inmate or multiple inmates.
- 3.71.14. The system must require visitors to provide a photo of themselves and photo of identification during registration for agency staff approval prior to a visitation session.
- 3.71.15. The system must be able to automatically detect if remote visitor's computer system meets minimum requirements for system connectivity.
- 3.71.16. The system must allow for Okaloosa County PS-Corrections Division to view up to twelve (12) concurrent live video sessions.
- 3.71.17. It is desirable the system require new users to read and acknowledge the terms and conditions / visitation rules as part of the registration process.
- 3.71.18. The system must offer customizable set time durations for each visit.
- 3.71.19. The system shall allow for visitation recording:
  - a. Visits will be recorded ad-hoc, by user type, or selected when scheduling the visit; and
  - b. Recorded visits will be searchable and viewable.

**3.72. Equipment Requirements Inmate and Visitor Terminals**

- Detention grade hardened steel wall mounted enclosure.
- Outside dimensions not to exceed 21" x 17" x 6" (H x W x D) with rounded top and corners.
- The terminal must prevent spills from entering the enclosure.
- The enclosure shall not have any openings exposed to the user. This includes all wiring and ventilation holes.
- The terminal will have a shatterproof touchscreen LCD display.
- The display should be at least a fifteen (15)-inch LCD touch screen monitor
- The terminal will have a built-in camera.
- The terminal will have built-in lighting.
- The terminal will have a detention grade audio handset.
- The terminal shall be powered by 110VAC.
- The terminal will utilize standards based videoconferencing CODEC (Encoder/Decoder) based on the H.264 video conferencing compressions.
- The terminal must be assembled from non-proprietary, off-the-shelf computer components.
- All of the proposed and currently installed visitation terminals must be made compliant with all applicable requirements of the ADA.
- All vendor equipment and services shall comply with FCC and local regulations.
- The proposed equipment and system shall be scalable to meet the County's growing needs.

**3.73. Remote Visitor Workstations**

- Standard Windows / Apple PC's/Windows & Apple Laptops/Mobile Devices (Android/IOS)
- Windows XP and Higher / MAC OS C Leopard & Higher

- Integrated or USB webcam with digital microphone and powered desktop speakers
- Encoder/Decoder
- High quality video using low bandwidth
- Video Standards: H.264
- Video Transmission Speeds: 64 Kbps – 2 Mbps
- Wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (176 x 144 pixels)
- Designed for:
  - Up to thirty (30) frames per second of high quality video at 384+ Kbps; and
  - Up to fifteen (15) frames per second of high quality video at 64 – 320 Kbps.
  - Constant or variable bit rate and frame rate
  - Must provide encryption for all visits.

#### **4. FEES, RATES & FACILITY COMMISSIONS**

##### **4.1. Fees & Commission (Must be submitted with “Cost Proposal.”)**

- 4.1.1. The system will have the capability to inform the called party of the call cost prior to acceptance.
- 4.1.2. The rates charged to users shall not exceed the tariffs as mandated by the FCC and the Public Utilities Commission for all services. Vendor must include a detailed breakdown of payable commissions in the cost proposal for the following ITS.
  - Calls
  - Voicemails
  - Remote Visitation
  - Calling Card Sales
- 4.1.3. The contractor must provide the Okaloosa County complete cost justification for any fee proposed. Absent specific cost justification, the fee will be considered an excess charge to the customer and will be prohibited. If the contractor is found charging non-approved fees, the ITS Agreement may be terminated.
- 4.1.4. The Contractor shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
- 4.1.5. The Contractor shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to its provisions of this contract.
- 4.1.6. Contractor billing to called parties must include the Contractor information and a toll-free telephone number to resolve billing disputes.
- 4.1.7. Billing charges shall begin at the time of the call completion when the calling party is connected to the called party and shall be terminated when either party hangs up. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.
- 4.1.8. Under no circumstances will the commission rate be adjusted lower than the rate agreed to at the time of contract award, nor will the Okaloosa County PS-Corrections Division be

obligated to renegotiate any portion of this contract as a result of an increase to the commission rate.

- 4.1.9. The commission rate shall be based on Gross Billed Revenue. Offeror shall include a detailed analysis as to how they determine and define gross revenue.

## **4.2. Commission Structure**

- 4.2.1. Please provide information on the commission structure (Must be submitted with “Cost Proposal”). Include the following within your response:

- a. What is the percentage of commission you will pay Okaloosa County? Failure to state proposed commission percentage will be deemed non-responsive.
- b. Explain in detail the method used to calculate revenue to the Okaloosa County PS-Corrections Division (e.g., gross revenue, adjusted gross revenue, net revenue).
- c. State applicable deductions from Gross Revenue before calculating the Okaloosa County PS-Corrections Division’s revenue (i.e., uncollectible calls, total calls, access lines charges, clearing house charges, RBOC, LIDB, etc.).
- d. What is your method of reporting the calculation of the Okaloosa County PS-Corrections Division’s commission payment?
- e. Provide samples of proposed reports.
- f. Is there a charge for customized reports? If yes, provide amounts.

- 4.2.2. Describe collection procedures:

- a. What types of reports are available to Okaloosa County PS-Corrections Division to audit commission payments? Provide samples of reports.
- b. Okaloosa County PS-Corrections Division requires detailed reports of placed, accepted, local and long distance calls.

- 4.2.3. Describe the procedure for handling uncollectible revenue. State whether this expense reduces Okaloosa County PS-Corrections Division commission and, if so, specify in what manner.

- 4.2.4. Describe the procedure for billing:

- a. Describe your billing process and who handles billing.
- b. Will there be any handling fees charged to the Okaloosa County PS-Corrections Division?
- c. Are there any deductions from revenues?

- 4.2.5. Provide Contractor proposed calling rates for local, intraLATA, interLATA, and interstate calls.

## **4.3. Inmate Tablet Program (Under Consideration by Okaloosa County PS-Corrections Division) Inclusion of inmate tablet program in proposal is optional**

- 4.3.1. County may offer inmates tablets, available as an optional service, via a rental program.

- 4.3.2. Vendor shall provide a turn-key tablet solution at no charge to the County.

- 4.3.3. Vendor shall provide indigent tablets and officer tablets at no charge to the county.
- 4.3.4. Vendor shall provide inmate and officer tablets that are Wi-Fi enabled.
- 4.3.5. Vendor is responsible for ensuring inmates are not able to access the internet.
- 4.3.6. Vendor tablets shall be updated wirelessly in real time.
- 4.3.7. Vendor shall provide tablet distribution and refurbishment to the facility at no cost.
- 4.3.8. Vendor shall provide and describe its current distribution capabilities.
- 4.3.9. Vendor shall provide headphones for each inmate tablet and replacements as needed.
- 4.3.10. Vendor shall ensure audio functions on the tablets only work when headphones are connected to the tablets.
- 4.3.11. Vendor shall provide each Housing Unit enough secured storage lockers for safe and secure charging stations of all the tablets.
- 4.3.12. Vendor provided charging stations shall be ruggedized for use in the facility.
- 4.3.13. Vendor shall not provide charging cords with inmate tablets.
- 4.3.14. Vendor inmate tablet shall display inmate name and ID number on the screen.
- 4.3.15. Vendor shall provide security measures which prevent inmates from network breach.
- 4.3.16. Vendor tablet system network is to be dual encapsulated with servers being dual authenticated.
- 4.3.17. Vendor tablet content is to be dual-proxied and protected against DNS spoofing.
- 4.3.18. Vendor has current capability to provide tablets to all inmates at this facility.
- 4.3.19. Vendor shall provide the facility with a revenue share opportunity for tablet rentals.
- 4.3.20. Vendor agrees to pay the established phone commission rates during this RFP process for all calls made from the tablets.
- 4.3.21. Vendor shall provide and maintain all network infrastructure and connectivity for all tablets at no cost to the county.
- 4.3.22. Vendor must outline fee structure in the cost proposal. (If Option is chosen)
- 4.3.23. Vendor shall provide three (3) references where tablets have been implemented for >12 months at facilities of similar size.
- 4.3.24. Vendor tablets shall integrate with current ITS, JMS, or other systems as applicable.

4.3.25. Vendor inmate tablets shall allow usage of that tablet from only the Housing Unit where the inmate is located.

4.3.26. Vendors Inmate Tablet Devices have current and minimum capabilities to provide:

- Phone calling
- Job Search Application
- Law Library Application (compliant with 1977 Supreme Court Ruling Bounds vs. Smith)
- Pod Casts
- Music
- Reentry Assistance
- Religious Application
- Spiritual and Self Help Application

#### **4.4. Video Relay Services**

4.4.1. County desires the ability to provide newer ADA services beyond TTY/TDD devices for deaf and hard of hearing inmates. County is seeking Video Relay Services (VRS) to include American Sign Language (ASL) translation services. VRS allows the automatic bridging of an ASL interpreter to allow deaf and hard of hearing inmates to communicate with hearing people who do not have a videophone. As such, VRS use will allow deaf and hard of hearing inmates' equal access to communicating with attorneys, family and friends that is provided to other inmates. Provider to specify products or services offered to assist County in achieving this objective.

#### **4.5. Recidivism and Reentry Programs Offered by Provider**

4.5.1. County desires a provider that offers Recidivism and Reentry solutions to find ways to help inmates returning to society in a meaningful, productive way thus reducing recidivism rates. Please describe what Provider offers regarding recidivism and reentry programs.

#### **4.6. Investigative Support**

4.6.1. The County desires options for either a part-time or full-time dedicated resource to support the use of the system's investigative tools. The assigned individual should be familiar with the use of the system and be capable of providing support throughout the initial data gathering and court process.

### **5. STATEMENT OF QUALIFICATIONS**

**5.1.** Each Offeror must demonstrate its firm's competence, qualifications, and ability to perform the services requested in this RFP.

5.1.1. Must be licensed to do business in the State of Florida.

5.1.2. Substantial compliance with the Request for Proposals content and format.

5.1.3. Certification from the Offeror that he has the ability to commence full operations within thirty (30) days after notification of award.

## **6. REFERENCES**

- 6.1.** Provide listing of all agencies at which the Offeror has or has had a valid contract for similar services at any time during the five (5) year period immediately preceding date of this request, including the following information for each facility.
- Name of facility.
  - The term of the Offeror's contract.
  - List five (5) customer references that are currently using the same system that is proposed in Vendor's response to the County solution. Provide the name and telephone number of the manager at such facility who can be contacted regarding the offeror's performance. Offeror may attach letters from such facility managers with comments regarding offeror's performance and reputation at those facilities.
  - Any performance evaluations that may have been conducted.

## **7. PERSONNEL**

- 7.1.** Offeror must identify in this section, each member of its staff who will participate in the project and the nature and scope of that person's responsibilities and duties. Resumes of staff are required which will indicate education, background, and recent relevant experience with the subject matter of the project. Current telephone numbers must be included. The offeror must demonstrate how its proposed staffing plan will be sufficient to complete the services required in a timely fashion. Inexperienced personnel may not be proposed.
- 7.2.** The personnel to work on this project as identified in the proposal are considered to be essential to the services to be provided. No personnel substitutions following contract award will be made without the prior consent from the County. All requested substitutes must be submitted in writing, together with resumes, for approval. All replacements must be of equal or superior stature and will be paid at the same rate as the person being replaced.
- 7.3.** The proposal shall list the names and telephone numbers of the principals authorized to conduct negotiation.

## **8. UNDERSTANDING OF THE PROJECT**

- 8.1.** In this section, the Offeror shall discuss the requirements, item by item, as outlined in Section V, Scope of Work. Provide a description of the Offeror's approach, technique and procedures to accomplish the scope of services identified and required by this document.

## **9. COST PROPOSAL**

- 9.1.** The proposed cost should be based on the assumptions and requirements described in the request for proposal and should include all cost, except where noted otherwise.
- 9.2.** Submit a cost/fee schedule for resource, professional, software, hardware, maintenance and support. For the professional fees section, indicate number of participants and estimated number of hours for each resource, and the rate per hour for the resource. Indicate high and low estimates

for the total estimated number of hours for each major phase of the proposed project. Provide fee estimates for each of the proposed options for the Project Management responsibilities. Fees should incorporate any anticipated reimbursable costs, such as travel.

**10. PROJECT MANAGEMENT PLAN**

**10.1.** The Offeror will describe the organization structure, listing all key personnel functions. List each individual from your company that you anticipate would be involved if your proposal were accepted. A brief description of each person’s educational background and experience which enables him/her to fulfill his/her responsibilities must be included.

**11. APPENDIX**

**11.1.** Include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal. Offerors may submit, as an option, any additional contractual terms and conditions which they wish to propose.

**12. EVALUATION CRITERIA**

**12.1.** Proposals will be evaluated on the following criteria

- 25% Approach to Scope of Services Required
- 20% Staffing and staff qualifications
- 20% Pricing
- 15% Examples and details of telecommunications services for similar inmate, incarcerated populations
- 15% Company background and qualifications
- 5% References

**13. TIME SCHEDULE**

ACTIVITY	DATE (subject to change)
Committee Review	12 MARCH 2019
Advertise (30 days)	18 MARCH 2019
Pre-Proposal Meeting and Site Survey	04 APRIL 2019
Questions from potential proposers due	11 APRIL 2019
Issue Addendum (if necessary)	14 APRIL 2019
Proposal Response Due	18 APRIL 2019
Review Committee Meeting	14 MAY 2019
Short List Announcement	14 MAY 2019
Oral Presentation/Demonstration with Responses	24 MAY 2019
Committee Evaluation/Selection	20-22 MAY 2019
Intent to Award	24 MAY 2019
Board Approval by	18 JUNE 2019
Transition Begins	18 JULY 2019
Transition Complete	16 SEPT 2019

## **14. GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/13/2018

### **CONTRACTORS INSURANCE**

1. 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 Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. 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.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies 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.



6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. 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.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

### **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, 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 to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
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 LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-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.

3. Commercial General Liability coverage shall include the following:

- 1.) Premises & Operations Liability
- 2.) Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **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:

	<b>LIMIT</b>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Professional Liability	\$1,000,000 each occurrence

### **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**

Contractor shall indemnify and hold harmless the 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 wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

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

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day Notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, an addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. 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.
8. 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.

## **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.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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

## **15. GENERAL PROPOSAL CONDITIONS**

### **I. PRE-PROPOSAL ACTIVITY -**

Except as provided in this section, Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> to access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each Respondent. Each Respondent is required to acknowledge receipt of any and all addenda

in writing and submit with their proposal. No Respondent may rely upon any verbal modification or interpretation.

## II. PREPARATION OF PROPOSAL

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The Respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal," "No Change," or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the Respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the Respondent is an out-of-state corporation, the proposal shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

## III. INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the Respondent, whether

intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a Respondent wishes to propose must be clearly stated in the Respondent's response in the form of an addendum to the original proposal documents.

#### IV. SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the Respondent, and shall be accompanied by the proposal security and other required documents. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will NOT be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

#### V. MODIFICATION & WITHDRAWAL OF PROPOSAL

A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any Respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that Respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that Respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

#### VI. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

#### VII. CONDITIONAL & INCOMPLETE PROPOSALS

Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.

#### VIII. APPLICABLE LAWS & REGULATIONS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal

throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

## IX. DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its proposal:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the Respondent has a financial interest in the firm of another Respondent for the same work.
- c. Evidence of collusion among Respondents. Participants in such collusion will receive no recognition as Respondents for any future work of the County until such participant has been reinstated as a qualified Respondent.
- d. Uncompleted work which in the judgment 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 proposals.
- f. Default under previous contract.
- g. Listing of the Respondent by Local, State or Federal Government on its barred/suspended vendor list.

## X. AWARD OF CONTRACT

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive Respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

## XI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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.

## XII. PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a Respondent 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## XIII. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose with their proposals 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.

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

## XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

## XV. INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the Respondent to perform the work and that there is no conflict of interest as it relates to the project. The Respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

## XVI. CONE OF SILENCE

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

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

## XVII. REVIEW OF PROCUREMENT DOCUMENTS



Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

#### XVIII. COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Respondent upon termination of the contract.

#### XIX. PROTECTION OF RESIDENT WORKERS –

The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The Respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security’s website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

#### XX. AUDIT

If requested, Respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of Respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.

#### XXI. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

#### XXII. NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other Respondents. See Florida Statute 838.22.

### **XXIII. UNAUTHORIZED ALIENS/PATRIOT'S ACT**

The knowing employment by Respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the Respondent is notified or becomes aware of such default, the Respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

### **XII: ADDITIONAL REQUIRED DOCUMENTS**

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- J. Certification Regarding Lobbying
- K. Governmental Debarment & Suspension

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## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT 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, Florida Statutes, 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

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

### CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected official(s), or 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)


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

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

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

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

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

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

E-MAIL : \_\_\_\_\_

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

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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

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

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

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

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

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

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

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

E-MAIL: \_\_\_\_\_

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

CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

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

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 2019 hereby agree to abide by the County’s “Cone of Silence Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the 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 Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

\_\_\_\_\_  
Respondent'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

\_\_\_\_\_  
Email

COMPANY DATA



Respondent's Company Name: \_\_\_\_\_

Physical Address & Phone #: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person (Typed-Printed): \_\_\_\_\_

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

Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

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

Respondent's License #: \_\_\_\_\_

Respondent's DUNS #: \_\_\_\_\_

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

Emergency #'s After Hours,  
Weekends & Holidays: \_\_\_\_\_

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: \_\_\_\_\_

Entity Address: \_\_\_\_\_

Duns Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_



APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official  
\_\_\_\_\_ Name and Title of Contractor's Authorized Official  
\_\_\_\_\_ Date

## Government Debarment & Suspension

### Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING  
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

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Printed Name and Title of Authorized Representative

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Signature

---

Date

**INMATE TELECOMMUNICATIONS FOR OKALOOSA COUNTY DEPARTMENT OF  
PUBLIC SAFETY CORRECTIONS  
RFP PS 52-19  
RANKING SHEET**

<b>RANKING CRITERIA</b>			
Approach to Scope of Services 25 points max			
Staffing and staff qualifications 20 points max			
Pricing 20 points max			
Examples and statistical data for similar services currently provided to incarcerated populations 15 points max			
Company background and qualifications 15 points max			
References 5 points max			
<b>TOTAL POSSIBLE – 100 PTS</b>			

**COMMITTEE MEMBER:**

**DATE:**

**SIGNATURE:**



## Title VI Clauses for Compliance with Nondiscrimination Requirements

### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will

take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## Title VI List of Pertinent Nondiscrimination Acts and Authorities

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States,

whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
      - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or

- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

**DRAFT CONTRACT**

**Please note: this contract is a draft for bidder to view and understand the County’s standard terms and conditions, it is subject to revisions. By submitting a bid/proposal bidder/respondent understands and acknowledges that the draft contract is not an offer. Bidders/respondents are not to sign this draft contract.**

**EXHIBIT “A”**

To be inserted later once submittals have been made- Request for Qualifications and Respondents Acknowledgement solicited for **Inmate Telecommunication Services for Okaloosa County Department of Corrections Public Safety** date of opening **April 18, 2019 at 3:00 P.M.** and any addendums thereto.

**CONTRACT**

**For RFP 52-19**

**Inmate Telecommunication Services for Okaloosa County Department of Corrections Public Safety**

This Contract executed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between Okaloosa County, Florida, (hereinafter the “County”), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and \_\_\_\_\_ (hereinafter the “Contractor”), \_\_\_\_\_, whose principal address is \_\_\_\_\_, states as follows:

**WITNESSETH:**

**WHEREAS**, the County through an Invitation to Bids has solicited for **Inmate Telecommunication Services for Okaloosa County Department of Corrections Public Safety**; and

**WHEREAS**, after due review of all bids, \_\_\_\_\_ has been selected for the **Inmate Telecommunication Services for Okaloosa County Department of Corrections Public Safety**; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit “B “attached hereto; and

**WHEREAS**, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. Incorporation of Documents**

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit “A”, Invitation to Bid & Respondent’s Acknowledgment/Contractor’s Submittal, **RFP PS 52-19, Inmate Telecommunication Services for Okaloosa County Department of Corrections Public Safety** date of opening April 18, 2019 at 3:00 P.M. and any addendums thereto.

2. Exhibit "B", Federal Regulations, attached hereto and made a part of the contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

## **II. Scope of Work**

The Contractor will provide services in accordance with the terms and conditions of this contract and attached Exhibit "A"

## **III. Invoice Requirements**

The Contractor shall submit all fees payable to the Okaloosa County in accordance with the terms and conditions of this contract and attached Exhibit "A".

## **IV. Duration of Contract and Termination of the Contract**

The Contract will be effective when all parties have signed and will continue for three (3) years. The contract may be renewed for an additional two (2) one (1) year renewals upon mutual agreement of both parties.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and

2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

## **V. Remedies**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **VI. Intent of Contract Documents**

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

## **VII. Investigation**

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

## **VIII. Notice**

All notices required by this Contract shall be in writing to the representatives listed below:

### **The authorized representatives of the County shall be:**

Stephen Vaughn, Public Safety Director  
1200 East James Lee Boulevard  
Crestview, FL 32536



Phone: 850-689-5690  
Email: svaughn@myokaloosa.com

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

**Courtesy copy to:**

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850-689-5960  
Fax: 850-689-5998  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

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 five (5) business days' prior notice of the address change.

**IX. Governing Law & Venue**

This Contract 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 Okaloosa County, Florida.

**X. Public Records**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining

the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

## **XI. Audit**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

## **XII. Assignment**

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

## **XIII. Entire Contract & Waivers**

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. 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 Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

## **XIV. Severability**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract 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 the terms and provisions hereof.

## **XV. Independent Contractor**

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

## **XVI. Third Party Beneficiaries**

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

#### **XVII. Indemnification and Hold Harmless**

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

#### **XVIII. Representation of Authority to Contractor/Signatory**

The individual signing this Contract on behalf of \_\_\_\_\_, represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of \_\_\_\_\_, obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

#### **XVI. Subcontracting**

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

#### **XX. Insurance**

##### **CONTRACTORS INSURANCE**

1. 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 Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.

3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. 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.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies 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.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. 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.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

#### **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, 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 to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
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 LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the

contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-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.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### 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>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

## 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

Contractor shall indemnify and hold harmless the 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 wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

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

## CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day Notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. 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.

8. 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.

## **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.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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.

## **XXI. Taxes and Assessments**

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

## **XXII. Compliance with Laws**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws,

ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**XXIII. Federal Regulations**

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this contract.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract on the respective dates under each signature.

\_\_\_\_\_

**OKALOOSA COUNTY, FLORIDA**

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Charles K. Windes, Jr., Chairman

\_\_\_\_\_  
Signature

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Date:

ATTEST:

\_\_\_\_\_  
J.D. Peacock II, Clerk



## **Title VI Clauses for Compliance with Nondiscrimination Requirements**

### **Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

**Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation

Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - a. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - c. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
  - a. Enrollment in the E-Verify program; or
  - b. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
  - a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system

in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

- b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee
  - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
  - ii. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
  - iii. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

(1) Is for-

- i. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- ii. Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.