



# Collier County Sheriff's Office

## Procurement Bureau

Website: [www.colliersheriff.org](http://www.colliersheriff.org)

### **RFP #21.001**

## **INMATE TECHNOLOGY SERVICES**

Release Date: April 28, 2021

---

CONTACT: Procurement Manager Brandy Hazel, CPPB

Chat Feature within Bonfire is the only acceptable means of communication. See: <https://colliersheriff.bonfirehub.com/opportunities/42783>

---

PROPOSAL DUE DATE, TIME AND DELIVERY LOCATION:

- July 21, 2021 BY 4:00:00 P.M. EST
- <https://colliersheriff.bonfirehub.com/opportunities/42783>

<b>Event</b>	<b>Time</b>	<b>Date</b>
RFP Released	N/A	April 28, 2021
Mandatory Registration for Site Visit & Pre-Proposal Conference	4:00.00 PM EST	May 12, 2021
Mandatory Site Visit & Pre-Proposal Conference	TBD	May 26, 2021
Proposer's Questions Deadline	4:00.00 PM EST	June 2, 2021
Questions Answered via Bonfire	N/A	June 23, 2021
Proposal Due	4:00.00 PM EST	July 21, 2021
Bid Opening	9:00.00 AM EST	July 22, 2021
Evaluations Begin	N/A	July 22, 2021
Contract Award Announcement	N/A	August 25, 2021
Contract Negotiations	N/A	August 30, 2021
Contract Start	N/A	October 1, 2021

**Table of Contents**

1. INTRODUCTION ..... 2  
    A. Intent ..... 2  
    B. RFP Schedule of Events ..... 2  
    C. Contact Information ..... 3  
    D. RFP Questions..... 3  
    E. RFP Questions Deadline ..... 3  
    F. Mandatory Attendance Pre-Proposal Conference & Site Visit ..... 3  
    G. Proposal Submission Due Date..... 4  
    H. Public Bid Opening..... 4  
    I. Proposal Submission Format..... 4

2. EVALUATION .....9

3. PROPOSAL QUALIFICATIONS/DISQUALIFICATIONS..... 11  
    A. Qualifications ..... 11  
    B. Disqualifications ..... 14

4. CONTRACT AWARD ..... 15

5. PROTEST ..... 16

6. TERMS AND CONDITIONS..... 17  
    A. Definitions ..... 17  
    B. Liabilities ..... 18  
    C. Insurance ..... 23

7. ADJUSTMENTS/MODIFICATIONS/AMENDMENT ..... 23

8. SPECIFICATIONS ..... 24

9. CONTRACT TERMINATION ..... 41

10. CONTRACT TERM ..... 44

11. NOTICES ..... 44

12. PROHIBITION OF GIFTS TO CCSO EMPLOYEE ..... 44

13. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES ..... 45

# 1. INTRODUCTION

---

## **A. Intent**

The Collier County Sheriff's Office ("CCSO") is requesting proposals from experienced and qualified Vendors for the provision of Inmate Technology Services for both the Naples and Immokalee Jail Centers to include an inmate telephone system, web-based inmate video visitation system, on-site video visitation system, and IP-enabled Tablet Services. The proposed solution shall perform in accordance with the Scope of Work (SOW). Furthermore, it shall be in compliance with all mandated requirements of the Florida Model Jail Standards, Florida Corrections Accreditation Commission Standards, National Sheriff's Association, as well as all Local, State, Federal Grant, Federal Laws, and Regulations. The proposed solution shall comply with the conditions of the Federal Occupational Health Act and the Standards and Regulations issued thereunder.

An award will be based on the Successful Proposer's response to this REQUEST FOR PROPOSAL (RFP). The proposed solution shall perform in accordance with the specifications and it must be in compliance and meet all local, state and Federal laws, guidelines, standards, and regulations.

The proposed system will be at no cost to CCSO and the Successful Proposer shall be responsible for all equipment, installation, training, connectivity, maintenance costs, storage, and technical support. This will be a revenue generating system for CCSO's Corrections Inmate Welfare Fund.

## **B. RFP Schedule of Events**

**Important Note:** The table below lists the activities relevant to this solicitation process. CCSO reserves the right to change the dates and it is the responsibility of the Proposers to check the websites below periodically to review the RFP schedule for changes. If changes do occur, addenda/addendum shall be posted to the website.

<b>Event</b>	<b>Time</b>	<b>Date</b>
RFP Released	N/A	April 28, 2021
Legal Notice Ad – Published: Naples Daily News	N/A	April 28, 2021 May 5, 2021
Mandatory Registration for Site Visit & Pre-Proposal Conference	4:00.00 PM EST	April 21, 2021
Mandatory Site Visit & Pre- Proposal Conference	TBD	May 26, 2021
Proposer's Questions Deadline	4:00.00 PM EST	June 2, 2021
Questions Answered via Bonfire	N/A	June 23, 2021
Proposal Due	4:00.00 PM EST	July 21, 2021

Bid Opening	9:00.00 AM EST	July 22, 2021
Evaluations Begin	N/A	July 22, 2021
Contract Award Announcement	N/A	August 25, 2021
Contract Negotiations	N/A	August 30, 2021
Contract Start	N/A	October 1, 2021

Note: Schedule changes and/or amendments for this solicitation will be issued addenda/addendum and shall be posted to our website at: [www.colliersheriff.org](http://www.colliersheriff.org) , the “How do I” tab or at the link: <http://www.colliersheriff.org/how-do-i-/purchasing-doing-business-with-ccso> as well as this link: <https://colliersheriff.bonfirehub.com/opportunities/42783>

**C. Contact Information**

Please use the chat feature within the Bonfire software located at: <https://colliersheriff.bonfirehub.com/opportunities/42783>

**All correspondence shall be directed to the CCSO Procurement Bureau:**

- Brandy Hazel, CPPB, Procurement Manager  
Please use the chat feature within the Bonfire website:  
<https://colliersheriff.bonfirehub.com/opportunities/42783>

**NOTE:** Proposers shall **not** communicate with any members of the CCSO during the solicitation process unless authorized by the Procurement Bureau. Proposers who **fail** to communicate through the Procurement Bureau and solicit or lobby information during this RFP process either directly or indirectly to CCSO members or other sources may result in proposal rejection and disqualification.

**D. RFP Questions**

All questions for this solicitation must be submitted to <https://colliersheriff.bonfirehub.com/opportunities/42783> Telephoned, faxed, or emailed questions shall **not** be accepted or considered. Proposers shall make reference to the question they are asking by providing the section number and title name, paragraph number (if applicable), and page number.

**E. RFP Questions Deadline**

The deadline to submit questions shall be June 2, 2021 by 4:00.00 P.M. EST via the Bonfire website: <https://colliersheriff.bonfirehub.com/opportunities/42783>

**F. Mandatory Attendance for Pre-Proposal Conference and Site Visit**

The purposed of the Mandatory Pre-Proposal Conference and Site Visit is to provide Proposers with a structured and formal opportunity for the CCSO to

provide answers to the questions submitted from all Proposers. Once the Proposer has registered for the Pre-Proposal Conference AND submitted the Non-Disclosure Agreement on May 12, 2021 by 4:00.00 PM EST, the location and time will be provided for the May 26th meeting and site visit.

### **G. Proposal Submission Due Date**

1. Proposals shall be submitted to <https://colliersheriff.bonfirehub.com/opportunities/42783> by 4:00:00 P.M. EST on July 21, 2021.
2. Proposals received after the deadline shall **not** be considered. Proposers shall be solely responsible for the timely delivery of their proposal.

### **H. Bid Opening**

The electronic Bid Opening shall be at the Collier County Sheriff's Office, Procurement Bureau, at 2885 County Barn Road, Naples, FL 34112 on July 22, 2021 at 9:00 A.M. EST to reveal the Proposers whom submitted proposals by the advertised deadline. The proposals will be evaluated by an independent review and scoring. In the abundance of caution, if attending the Bid Opening, please be sure to bring a mask.

### **I. Proposal Submission Format**

1. Any Proposer failing to respond in the following manner may be declared non-responsive:  
Proposer shall provide a register as a Vendor at the following link: <https://colliersheriff.bonfirehub.com/portal/?tab=login> proposal, computer generated, in English, clearly responding to all specifications, requirements, criteria and questions outlined in the RFP and detail any exception from this request at the following bid website:  
<https://colliersheriff.bonfirehub.com/opportunities/42783>
2. Proposers must submit proposals electronically via <https://colliersheriff.bonfirehub.com/opportunities/42783> in the following format. It is mandatory that all proposals be presented in the following format. Failure to do so may result in the proposal being declared non-responsive.

### **Transmittal Letter**

1. Proposer must draft a letter to the CCSO Procurement Bureau to include the following:
  - a. Date of letter
  - b. Return address of letter shall include the organization name and address of Proposer.

c. Below return address, CCSO's address:

Collier County Sheriff's Office  
Procurement Bureau  
2885 County Barn Road  
Naples, FL 34112

d. In the body of the letter shall be a statement that the proposal is indeed in response to this solicitation for "RFP #21.001 Inmate Technology Services." All proposals submitted shall state this is an irrevocable offer by the Proposer for 120 business days from the date of submission.

e. A closing statement from the person who has the authority level and is authorized to commit the organization to the entire proposal and all associated costs. It must include the person's typed name and title with the original "ink" signature at the letter bottom. Proposals not signed by an authorized officer of the Proposer's organization will be eliminated.

f. Point of contacts names, titles, telephone numbers, and email addresses

1. Cost/Commission proposal
2. Contractual
3. Specifications

### **Qualifications and Project Experience**

Proposer shall submit professional qualification resumes for the individual(s) that will be assigned to the account to include owner(s) and manager(s). Documents shall depict the organization's relevant project experience and background information, logistical capabilities, as well as other pertinent supporting data which addresses each point outlined under Proposer Qualifications, Section 3 of this request.

This portion shall include the information outlined above and include, but not be limited to, the following:

1. Achievements in providing Inmate Technology Services for an inmate telephone system, web-based inmate video visitation system, on-site video visitation system, and IP-enabled Tablet Services.
2. Listing of current contracts with facilities that have an inmate population in excess of 800. Listing shall include contact name, address, and telephone number. The facility will be contacted by CCSO as a reference during the evaluation process.
3. Listing of correctional accounts terminated within the last three (3) years. Listing shall include contact name, address, telephone number, and reason for termination. The facility will be contacted by CCSO as a reference during the evaluation process.

4. Licensing and certification of staff to be assigned to complete services outlined in this request.
5. Recruitment policies and procedures.
6. Training process and procedures for technical support and customer service employees.
7. Preventative maintenance policies and procedures for equipment to ensure all facilities and equipment meet safe, sanitary, and acceptable operational conditions.
8. Quality and inventory control policies and procedures.
9. Procedures for addressing and curing inmate or staff grievances.
10. Quality assurance program policies and procedures including methods, standards, monthly reporting practices, and documentation.

### **Executive Summary**

Proposer shall provide a summarization reflecting their understanding of the performance specifications for the project and shall address the organization's intended solution to address the requirements outlined in this request. Furthermore, Proposer shall provide a statement indicating their review and approval of the existing facilities. If facilities are found to be unsatisfactory, Proposer shall provide a listing of deficiencies they believe require correction prior to commencement of the awarded contract. CCSO reserves the right to approve or decline recommendations.

### **Specifications (Scope of Work)**

A Specifications form for RFP #21.001 Inmate Technology Services has been included as a required attachment to be completed. Proposer shall review all specifications and mark if they comply (YES – agree) or non-comply (NO – do not agree and must provide an exception).

### **Exceptions to Specifications**

1. Proposer shall comply or non-comply with the specifications. By complying Proposer's selecting "comply" Proposer agrees to the specification and there will be **NO** exceptions. If Proposer selects "non-comply" **YES** there will be exceptions.
2. Proposers taking exception to any part or section of this solicitation shall indicate such exceptions on a separate sheet entitled "EXCEPTIONS TO SPECIFICATIONS". A full explanation to an alternative must be provided outlining the benefit over the listed specification(s). Failure to indicate any exceptions shall be interpreted as the proposer's intention that they fully comply with the specifications as written.
3. CCSO reserves the right whether to accept the exception.

**Performance Capability**

Proposing organization shall include, but not be limited to:

1. Organizational Structure
2. A brief company history with the number of years in business, which includes the date the company was organized specifically for the purpose of providing Inmate Technology Services for an inmate telephone system, web-based inmate video visitation system, on-site video visitation system, and IP-enabled Tablet Services in an institutional or correctional setting.
3. Documentation to prove past performance.

**Network Infrastructure Security**

The Proposer will provide information to explain their process of protecting the underlying networking infrastructure by installing preventative measures to deny unauthorized access, modification, deletion, and theft of resources and data.

**GANTT Chart**

The Proposer shall provide a detailed schedule from the project start to completion with a duration timeline of each task.

**Cost/Commissions Proposal**

Proposing organization shall include an itemized breakdown detailing all the costs associated with this project for both Correctional Facilities. To include all permits, insurance, equipment, plant facilities, work and expenses that are necessary to perform the work in accordance with the specifications. This will be at no cost to the CCSO. Pricing for all forms of communications shall be quoted on a scale beginning at 450 inmates and ending at 1,200 inmates, in increments of 50. For example: 450-500 inmates has a \$0.97 cost per call/email/visit.

In regards to the Inmate Video Visitation, the costs/commissions shall be reported in the following manner:

Monthly Gross Revenue & Commission Percentage

Gross Revenue Per Month	Commission Percentage
\$0.00 - \$2,500	
\$2,501 - \$5,000	
\$5,001 - \$7,500	
\$7,501 - \$10,000	
\$10,001 - \$12,500	
\$12,501 - \$15,000	



\$15,001 - \$17,500	
\$17,501 - \$20,000	
\$20,001 +	

Visit Rate/Length Schedule

Days	Visit Rate/Minute(s) Charges
1-120	
121-240	
241-360	
361 +	

The Cost Proposal must be submitted solely on the website under the specific file allocated. It must not be included within any other section of the documents requested on the website.

NOTE: THIS IS THE **ONLY** PLACE THAT PRICE/COST SHOULD BE LISTED.

**Certificate of Insurance Questionnaire**

1. Include certificate of insurance coverage's or fill in questionnaire affirming that all coverage's and policies are in force or will be in force prior to contract commencement date. Certificate of Insurance shall have CCSO named as the "Additional Insured."
2. Certificate must be presented to CCSO within three (3) days prior to contract commencement date.

**Drug Free Workplace Policy or Certificate**

Organization submitting a proposal shall be a drug-free workplace. The policy or certificate shall be included in proposal submission.

**Unauthorized Alien**

Notarized statement that the Proposer does not employ unauthorized aliens in accordance with Section 274A (e) of the Immigration Nationality Act (8 U.S.C. 1324a), as required in Section 3.0.1.G.

**Equal Rights Act Statement**

Certifying that the proposer is in accordance with the provisions of Title VII of the 1968 Equal Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, the Proposer does not discriminate on the basis of race, color, sex, religion, national origin or disability in its employment practices.

### **Reference**

Must provide three (3) public safety agencies references confirming Proposer's proven ability providing similar services as requested in this solicitation.

### **Public Entity Crime Form**

Sworn statement Pursuant to Section 287.133(3)(a)F.S. on Entity Crimes

### **Addendum (if applicable)**

1. Any changes to the schedule of events or the solicitation shall be posted to the CCSO website and at <https://colliersheriff.bonfirehub.com/opportunities/42783> in an Addenda/Addendum. It shall be the Proposer's responsibility to check the CCSO website periodically and prior to proposal submission.
2. Any addenda/addendum posted to the website must be printed, acknowledged and included in the Proposer's proposal placed at the following link: <https://colliersheriff.bonfirehub.com/opportunities/42783> along with the Vendor's proposal.

## **2. EVALUATION**

---

**A.** Proposals shall be tabulated, evaluated, and scored for completeness of the Proposer's capabilities to meet and/or exceed the requirements in the solicitation.

**B.** All proposal(s) shall be scored and an award made to the Proposer with the following:

1. The most professionally and technically responsive proposal
2. Most Responsible Proposer with acceptable qualifications and experience
3. Best interest of the CCSO. The Sheriff reserves the right to procure the product and/or services described herein.

**C.** CCSO reserves the right to negotiate further terms and conditions, including price, with the highest ranked proposer at the end of the evaluation process. If CCSO is unable to reach a mutually beneficial agreement with the first selected proposer, CCSO reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until an agreement is reached.

Note: Proposers are cautioned to provide their best offer initially. Prior to negotiations with the highest ranked proposer, proposers providing additional information requested by CCSO shall not submit in their response any information that will alter or change the terms and conditions of their original proposal.

#### **D. Tie Proposals**

1. Contract award for bids received that have the same exact costs, quality, and service will be awarded to a locally-based responsible Proposer whose proposal is responsive. Local Proposer is defined as business offices that are located in Southwest Florida Counties: 1. Collier, 2. Lee, 3. Hendry, 4. Charlotte, 5. Glades.
2. If there is a tie proposal amongst local Proposers, the Central Services Division Director or his designee will consult with the Corrections and Administration Chiefs to determine which bid will be awarded based upon the best interests of the CCSO.

#### **E. Evaluation Process**

1. Proposal will be publicly opened. The bid results will not be revealed at the bid opening, only the Proposer's organization that submitted a proposal will be revealed.
2. Proposals shall be initially reviewed to determine that they are responsive and are a responsible Proposer, and that they comply with the solicitation submission format and qualifications. Failure to meet the initial review requirements may cause the proposal to be rejected and eliminated for further evaluation.
3. During the evaluation process CCSO may request from the Proposer's representative to answer questions regarding their proposal for clarification.
4. CCSO reserves the right to award to multiple bidders if deemed necessary to ensure it is in the best interest of CCSO.
5. At no time shall the scoring members meet or jointly discuss any of the proposals received in response to this request with the exception of any oral presentation requested of the Proposers by the Procurement Bureau or attendance at a Protest Hearing should a protest be lodged by one or more unsuccessful proposers.
6. Evaluation members shall not disclose any information derived from one proposal to any other proposer.

7. Proposal evaluations and subsequent contract award shall be based on the following criteria and scoring weight.

**Evaluation Point Assessment**

<b>DESCRIPTION</b>	<b>WEIGHT</b>
Qualification & Experience	10.00%
Executive Summary	5.00%
Scope of Work (SOW)	25.00%
Performance Capability	10.00%
Network Infrastructure Security	15.00%
GANTT Chart	10.00%
Local Preference (detailed above)	5.00%
Commissions & Cost Proposal	15.00%
References	5.00%

### **3. PROPOSER QUALIFICATIONS & DISQUALIFICATIONS**

---

3A. Qualifications:

3.A.1. The Proposer shall submit a fully responsive and responsible proposal.

3.A.2. The Proposer shall have a proven ability for immediate contract start evidential by past performance and current resources.

3.A.3. The Proposer shall have demonstrated experience as a reputable, qualified firm that is fully organized and has the financial resources for the purpose of providing Inmate Technology Services for an inmate telephone system, web-based inmate video visitation system, on-site video visitation system, and IP-enabled Tablet Services.

3.A.4. The Proposer shall submit detailed resumes with the professional qualifications of the individual(s) that will be assigned to the project.

3.A.5. The Proposer shall submit a detailed document depicting the organization's financial resources and relevant project experience, similar in nature to this request, depicting the logistical capabilities and other pertinent supporting data.

3.A.6. The Proposer shall have a minimum of five (5) years' experience with proven abilities and financial resources to provide Inmate Technology Services for an inmate telephone system, web-based inmate

video visitation system, on-site video visitation system, and IP-enabled Tablet Services to jail facilities with populations exceeding 800 inmates.

3.A.7. The Proposer shall have at least five (5) years of experience in maintaining National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA) accreditation in jail facilities which are currently under contract with the Proposer.

3.A.8. The Proposer shall have exceptional recruiting capability including professional recruiting personnel and recruiting systems in place.

3.A.9. The Proposer shall possess a central office in order to properly monitor and supervise the Inmate Technology Services for an inmate telephone system, web-based inmate video visitation system, on-site video visitation system, and IP-enabled Tablet Services program to ensure satisfactory execution of the terms of services outlined in the contract as well as provide administrative support services to on-site personnel.

a. Proposer shall designate a Technical Support Director and team to CCSO.

b. Proposer shall designate an on-site Administrator, for an inmate telephone system, web-based inmate video visitation system, on-site video visitation system, and IP-enabled Tablet Services knowledge and experience, who will manage and direct all administrative functions of the program to ensure the delivery of quality communication (telephone, tablet, and video visitation) services. Administrator shall be subject to CCSO Jail Administration review.

\*Note: Both positions may be designated to one person if the Proposer deems it appropriate.

3.A.10. The Proposer shall maintain an open and collaborative relationship with CCSO.

3.A.11. The Proposer shall maintain an Inmate Technology Services program in a cost effective and efficient manner. This will be at no cost to the CCSO.

3.A.12. The Proposer shall be cognizant of respect to inmate rights when performing the responsibilities outlined in this request.

3.A.13. The Proposer, including all subcontractors, used in the performance of the responsibilities outlined in this request shall maintain a drug-free workplace policy or certificate and said document shall confirm pre-employment and random drug screening of all

employees. The Proposer shall certify at the time of submission of their proposal that such a program is in place and functioning. CCSO reserves the right to periodically request, during the term of the contract, proof that the drug-free workplace is being conscientiously applied. Further, CCSO reserves the right to request drug screening on particular employees of the Successful Proposer derived from complaints given by inmates, CCSO staff, or other employees of the Successful Proposer.

3.A.14. In accordance with Section 287.133(3)(a), Florida Statutes, prospective proposers shall complete the attached notarized statement pursuant to Section 287.133(3)(a), Florida Statutes regarding Public Entity Crimes concerning convictions of the proposer for public entity crimes. The completed form shall be submitted with the proposal response.

3.A.15. Proposer shall not employ unauthorized aliens in accordance with the provisions of Section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a).

3.A.16. In accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, the Proposer shall not discriminate on the basis of race, color, sex, religion, age, national origin or disability in its employment practices.

3.A.17. CCSO Jail Administration shall conduct a background screening on all contract employees accessing CCSO buildings, properties, databases, or documents of the Sheriff. If required, Proposer shall comply with the mandated background screening for those employees, technicians, and/or contractors and sub-contractors.

3.A.18. In addition, the Proposer must submit a document depicting the organization's relevant project experience, similar in nature to the RFP, logistical capabilities and other pertinent supporting data.

3.A.19. The Proposer must provide references with the organization names, addresses, telephone numbers and contact names of three (3) public safety agencies where similar procurement & services were successfully provided.

3.A.20. Performance Qualifications - The CCSO reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by the Proposer meet the Contract requirements. The Proposer shall at all times during the Contract term remain responsive and responsible. In determining the Proposer's responsibility as a vendor,

the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Proposer's capability to fully satisfy the requirements of the solicitation and the contract.

3.B. Disqualifications:

3.B.1. Any of the following reasons may be considered as sufficient cause for disqualification of a Proposer and the rejection of his/her proposal or proposals:

- a. More than one proposal for the same provision of services from an individual, firm or corporation under the same or different name.
- b. Evidence that the Proposer has a financial interest in the firm of another Proposer for the provision of the same services.
- c. Evidence of collusion among proposers. Participants in such collusion shall receive no recognition as proposers for the provision of any services until such participant has been reinstated as a qualified proposer or a period of five years whichever is greater.
- d. Default under a previous contract for the provision of services or products to CCSO.

3.B.2. Failure of the Proposer to disclose at the time of submission of his/her proposal that any member of the CCSO or an immediate family member of a member of the CCSO has more than five percent (5%) interest in the submitting organization.

3.B.3. Proposer has been debarred or suspended from participation in the State of Florida's term contract program or SPURS System.

3.B.4. Employment of unauthorized aliens in violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324a).

3.B.5. Evidence that the Proposer discriminates in its employment practices in violation of Title VII of the 1968 Civil Rights Act as amended by the Equal Opportunity Employment Act of 1972 and Executive Order 11914.

3.B.6. Failure of the Proposer to respond as outlined in Proposal Submission Response and Specifications may disqualify them from the evaluation process and deem the proposal non-responsive.

3.B.7. Convicted Vendors – A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime

is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- Submitting a bid on a contract to provide any goods or services to a public entity
- Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work
- Submitting bids on leases of real property to a public entity
- Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- Transacting business with any public entity in excess of the Category Tow threshold amount (\$25,000) provided in Section 287.017 of the Florida Statutes.

## **4. CONTRACT AWARD**

---

A. It is the desire of the Sheriff that all of the services in this request be provided by a single vendor; however, if it is determined to be in the best interests of the CCSO and the Citizens of Collier County then the contract, in whole or parts, may be awarded to multiple vendors.

B. The award shall be made to the Proposer who is both responsive and responsible and whose proposal demonstrates the best capability to fulfill the requirements as specified in this solicitation. The selection process may require additional information. The Sheriff's decision is final.

C. The Sheriff reserves the right to reject any and all, or parts of any and all proposals; re-advertise this request; postpone or cancel, at any time, this REQUEST FOR PROPOSAL process; or waive any irregularities in this REQUEST FOR PROPOSAL or in the proposal(s) received as a result of this solicitation.

D. The determination or the criteria and process whereby proposals are evaluated, the decision as to who shall receive the contract award, or whether or not an award shall ever be made as a result of this solicitation, shall be at the sole discretion of the Sheriff.

E. If a sealed proposal contains information that a Proposer does not wish disclosed to the public, or used for any purpose other than the evaluation of this offer, all such information must be submitted with indications on each page that the material is "Proprietary", "Confidential" or a "Trade Secret".



F. All information contained in the proposal shall remain confidential throughout the duration of the evaluation process. However, in accordance with Chapter 119, Florida Statutes and other pertinent laws of the State of Florida, once an award is made to a successful proposer, all information, in all received proposals shall be available for public review.

G. Proposers shall provide any and all statements in their sealed proposals that they desire to be included in a final contract. Any exceptions to any terms and conditions may be made and shall be subject to negotiation. However, the inability to contractually guarantee any statement or specification may result in future elimination.

**H. 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 (239) 252-0630, [PATTI.ANDERSON@COLLIERSHERIFF.ORG](mailto:PATTI.ANDERSON@COLLIERSHERIFF.ORG), OR COLLIER COUNTY SHERIFF'S OFFICE, CENTRAL RECORDS BUREAU, 3319 TAMiami TRAIL EAST, NAPLES, FL 34112.**

## **5. PROTEST**

---

A. Protest of an award must be filed within three (3) business days from the date of the award announcement notification by 5:00:00 P.M. EST. Protest shall be filed with the Collier County Sheriff's Office, Central Services Division Director, Sean Williams, and the following shall be included:

- Name, address, and telephone number of protester
- Solicitation number of RFP 21.001
- A detailed statement enumerating sections of the proposal and/or the evaluation process that the protestor considers being flawed or unfair.
- Protestor or its representative's original signature

B. Protest review and action shall be considered final with no further formalities being considered.

C. Proposer's failure to follow the bid protest guidelines and timeline of three (3) business days shall constitute a waiver of the Proposer's right to protest and any resultant claim.

## 6. TERMS AND CONDITIONS

---

A. Definitions: For the purpose of this article only, the following terms have the meaning indicated.

1. Request for Proposal (RFP). A solicited document issued requesting proposals from potential vendors for goods and/or services whereas the negotiation of all terms, including price prior to contract award. May include a provision for Best and Final Offers. May be a single step or multi-step process.

2. Responsive – Proposer who submitted a proposal that conforms in all material respects to the RFP.

3. Responsible – A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

4. Informality – a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or the Request of Proposal.

5. CCSO - Collier County Sheriff's Office, its Correctional Facilities, its divisions, substations, agencies, officials, officers and employees.

6. Proposer means contractor, vendor, and its officers, agents, representatives, and employees.

7. Successful Proposer means contractor or vendor awarded the contract.

8. Addendum – written clarification or revision to this RFP issued by the Procurement Bureau of the Collier County Sheriff's Office.

9. Amendment – An alteration or modification of the terms of a contract between the CCSO and the Contractor(s). An amendment

is not effective until it is signed by the Sheriff of the Collier County Sheriff's Office or his/her designee.

10. Evaluation Committee – A committee established to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Sheriff.

11. May – Denotes that which is permissible, not mandatory

12. Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.

13. Should – Denotes that which is recommended, not mandatory.

14. State – State of Florida

#### B. Liabilities

1. **Indemnification of RFP:** Successful Proposer shall indemnify the CCSO against liability for any suits, actions, or claims of any character arising from or relating to the Successful Proposer's performance under the awarded contract.

a. The CCSO has no obligation to provide legal counsel or legal defense to the Successful Proposer in the event that a suit, claim, or action of any character is brought by any person not party to the awarded contract against the Successful Proposer as a result of or relating to the Successful Proposer's obligations under the awarded contract.

b. The CCSO has no obligation for the payment of any judgment or the settlement of any claims made against the Successful Proposer as a result of or relating to the Successful Proposer's obligations under the awarded contract.

c. The Successful Proposer shall give immediate notice to the Sheriff or his designated representative of any claim or suit made or filed against the Successful Proposer or any matter pertaining to the awarded contract.

d. The Successful Proposer shall cooperate, assist and consult with the CCSO in any claim, suit or action made or filed against the CCSO or Collier County as a result of or

relating to the Successful Proposer's obligations under the awarded contract.

e. The Successful Proposer shall indemnify, defend, and hold harmless the CCSO and its members/employees against any cost, damage or expense which may be incurred or caused by any error in the Proposer's preparation of its bid.

2. **OSHA Compliance:** The Successful Proposer expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tagout procedures, material safety data sheets and labeling as required by the Right to Know Standards, 29 CFR 1910.1200.

3. **Independent Contractor:** The CCSO shall expressly acknowledge that the Successful Proposer is an independent contractor, and nothing in their Agreement is intended nor shall it be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship, or any other relationship allowing CCSO to exercise control or discretion over the manner or method by which the Successful Proposer performs their obligations under their Agreement.

4. **Personnel:** The Successful Proposer certifies that it has, or shall secure at its own expense, all personnel required in performing the services under the awarded contract. Such personnel shall not be employees or have any contractual relationship with CCSO.

a. All of the services required hereunder shall be performed by the Successful Proposer or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.

5. **Litigation Costs:** All of the Successful Proposer's litigation costs including reasonable attorney fees, arising from disputes under the awarded contract shall be paid by the Successful Proposer.

6. **Confidentiality of Information:** The Successful Proposer shall agree that all CCSO files, records and electronic communications pertaining to the Successful Proposer's obligations under the awarded contract, are the exclusive property of CCSO and all information contained therein is confidential and is not to be

discussed, copied, published or disseminated to any individual or organization outside of CCSO without the written approval of CCSO.

7. **Venue:** The CCSO and the Successful Proposer shall agree that the awarded contract shall be a Florida contract to be performed in Florida, and further that any litigation arising thereunder shall be brought and completed in Collier County, Florida and other pertinent Florida courts, and further that neither party shall seek to remove such litigation from Circuit Courts or Appellate Courts of the State of Florida by application of conflict of laws or any other removal process.

8. **Assignment:** Neither the awarded contract nor any of the Successful Proposer's obligations hereunder shall be transferred by the Successful Proposer in whole or part without the expressed written permission of CCSO.

9. **Disclaimer:** Due care and diligence has been exercised in the preparation of this REQUEST FOR PROPOSAL, and all information contained herein is believed to be substantially correct. Neither the CCSO nor its representatives shall be responsible for any error or omission in this request, nor for the failure on the part of the proposer to determine the full extent of the exposure.

10. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the CCSO places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the CCSO of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or

damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the CCSO shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When the CCSO rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product(s) not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the CCSO shall have the right to dispose of it as its own property. Contractor shall reimburse the CCSO for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

13. **Taxes.** CCSO does not pay Federal excise or sales taxes on direct purchases of tangible personal property. CCSO will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the CCSO in the special contract conditions section of the solicitation or in the Contract or purchase order.

14. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless CCSO, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of CCSO.

Further, the Contractor shall fully indemnify, defend, and hold harmless CCSO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the CCSO's misuse or modification of Contractor's products or the CCSO's operation or use of Contractor's products in a manner not

contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the CCSO the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the CCSO the right to continue using the product, the Contractor shall remove the product and refund the CCSO the amounts paid in excess of a reasonable rental for past use. The CCSO shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon CCSO giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

The Contractor shall not be liable for any cost, expense, or compromise incurred or made by CCSO in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

**15. PREA Compliance.** The Collier County Sheriff's Office has a zero tolerance of sexual abuse or sexual harassment of inmates. CCSO adheres to the Prison Rape Elimination Act (PREA) of 2013. Per PREA standard 115.32, training will be provided by this agency for contracted employees and volunteers who may have contact with inmates. Per PREA standard 115.77, contractors or volunteers that engage in sexual abuse or harassment of inmates will be prohibited from continued contact with inmates. Violations will be reported to law enforcement and/or licensing bodies as applicable.

**16. Liquidated Damages:** The Successful Proposer shall agree to liquidated damage recovery in the event of failure to perform in accordance with the awarded contract resulting from this request. Should the Successful Proposer default and fail to cure said default within fifteen (15) calendar days, CCSO may procure the necessary supplies through external sources and hold the Successful Proposer financially responsible for any excess costs incurred. The variance between the bid price of the product and actual price paid for each circumstance shall be deducted from the funds owed to the Successful Proposer. Recurrence of failure to perform shall result in the cancellation of the awarded contract and removal of the Successful Proposer from the qualified proposer's list for a period of three (3) years.

### C. Insurance

1. The Successful Proposer shall provide a certificate of insurance indicating that the following insurance requirements are in force at the time of contract start date:
  - a. Workers Compensation: Statutory benefits with minimum employer's liability of \$100,000 each accident.
  - b. General Liability: The Successful Proposer shall warrant that it and all of its employees shall have general liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate annually naming the CCSO as additionally insured.
  - c. Automobile Liability: Liability insurance covering all owned and hired vehicles used in connection with the Successful Proposer's obligations under the awarded contract, of not less than \$500,000 combined single limit per occurrence.
2. The Successful Proposer shall be solely responsible for the payment for required coverages and the payment of any deductibles required by said policies.
3. Any cancellation, reduction in value or lapse of insurance coverage shall be considered a material breach of the awarded contract.
4. The Successful Proposer shall be responsible in providing valid certificates of insurance with the requirements outlined above to CCSO throughout the duration of the contract term.

## **7. ADJUSTMENTS/MODIFICATIONS/AMENDMENTS**

---

1. Should the CCSO and the Successful Proposer mutually agree to a change in the scope of the program during the contract term, a mutually agreed to price adjustment shall be allowed.
2. Changes in contractual provisions of services to be furnished under the contract may be made only in writing and must be approved mutually by an agent of the Successful Proposer and the CCSO.
3. The Successful Proposer shall give full attention to the faithful execution of the contract, shall keep the contract under his control, and



shall not by power of attorney or otherwise assign the contract to any other party without prior written approval of the Sheriff.

4. Should laws change requiring additional services or significant changes in costs, the Successful Proposer and the CCSO shall negotiate an equitable price adjustment.

5. During the term of the awarded contract, the Successful Proposer shall furnish all of the services specified in the REQUEST FOR PROPOSAL.

6. The Successful Proposer understands and agrees that the awarded contract is a requirements contract and the CCSO shall have no responsibility or obligation to the Successful Proposer in providing contractor's services.

7. All notices and requests by the CCSO or the Successful Proposer shall be in writing and shall be delivered by certified mail, return receipt requested, to the correct address of the parties to the contract. Either party may change its address by giving notice of the new address to the other party.

8. Should the work outlined in the awarded contract become delayed or abandoned by the Successful Proposer, or if at any time the CCSO shall be of the opinion that the work outlined in the awarded contract has become delayed or abandoned, CCSO shall provide written notification to the Successful Proposer of their intent to annul the awarded contract, or any part thereof, should the Successful Proposer fail to resolve the matter within thirty (30) days of the official written notice.

9. Escalator / De-escalator Clause: This allows the contract price to be adjusted up or down in direct relationship to a defined market indicator such as the Consumer Price Index (CPI). The date used for the CPI will be determined in the month of June for each subsequent year.

## **8. SPECIFICATIONS / SCOPE OF WORK**

---

### Overview & Background:

The Collier County Sheriff's Office (CCSO) is requesting proposals for the Inmate Technology Services for the Naples Jail Center (NJC) and Immokalee Jail Center (IJC) for an inmate telephone system, web-based inmate video visitation system, on-site video visitation system, and IP-enabled Tablet Services.

CCSO requests each proposer to submit a proposal for a no cost to CCSO, web-based inmate video visitation system to include all internal and external connectivity, hardware, software, on-site or online training, software upgrades, technical service, cloud-based or hosted server storage, technical support, and maintenance fees.

Site Locations:

Naples Jail Center  
3347 Tamiami Trail East  
Naples, FL. 34112

Immokalee Jail Center  
302 Stockade Road  
Immokalee, FL. 34142

1. Both locations currently offer on-site video visitation and remote visitation. NJC has (1,112) beds and the current Average Daily Population (ADP) is 650 and IJC has (192) beds and the current ADP is 80.
2. On-site visitation is open seven (7) days per week. On-site visitation operational hours are open to the public from noon – 4:00 p.m. Inmates are authorized a minimum of two (2) hours free for on-site visits per week per Florida Model Jail Standards (FMJS), with no more than four (4) visitors at a time. Remote visits are available seven (7) days per week. Remote visits are available from 8:00 a.m. to 11:00 a.m., 12:00 p.m. to 4:00 p.m., and 5:00 p.m. to 10:00 p.m. Inmates are authorized unlimited twenty (20) minute remote visits.
3. The Proposer shall be required to meet or exceed the following specifications and requirements. This specification is intended to be utilized as a guideline and should not be considered all-inclusive. The contract shall include the responsibility for providing Inmate Technology Services for the CCSO Correctional Facilities. If, during the course of the performance of the services under this Contract, the Proposer determines that additional work should be performed to complete the deliverables required, which is, in Proposer's opinion, outside the level of effort originally anticipated in the Statement of Work, the Proposer shall notify the CCSO's Procurement Manager in writing in a timely manner. Upon receipt of such written notice, the CCSO's Procurement Manager will meet with the Successful Proposer to discuss the need for an amendment. No modifications will be made to the contract unless it is agreed to through a written amendment executed by both parties with the same formalities as set forth herein.
4. The Proposer shall provide a comprehensive Inmate Technology Services program three hundred sixty-five (365) days per year and

twenty-four (24) hours per day, and seven (7) days per week, meeting all applicable National Sheriff's Association, American Correctional Association, Federal, Federal Grant, State, and local guidelines, laws, statutes, and regulations.

5. All system equipment installed within CCSO Correctional Facilities shall be the sole property of the Proposer.
6. The Proposer will provide all maintenance and repairs to the system at no cost to CCSO.
7. The system shall be bilingual (English and Spanish at minimum). Proposer will provide all other languages that are available.
8. Any and all hardware, software, equipment, networking, cabling, etc. shall at all times, remain the property of the Proposer. Items should all be Correctional Grade and secure at all times.

### **8.1 SCOPE OF WORK – INMATE TELEPHONE SYSTEM**

1. The Proposer will provide, at no cost to CCSO, an inmate telephone system to the inmate population that processes collect, free, and prepaid calls only. **The system provided shall allow for a ratio of inmates to phones of no more than 20 to 1.** The system provided will utilize state-of-the-art phones employing, at minimum, voice recognition and PIN number user identification.
2. The system must be capable of providing non-proprietary inmate telephone terminals for the housing units to include:
  - a. Correctional facility grade, tamper-proof steel enclosure and hardware
  - b. Correctional facility grade, tamper-proof plastic handset with armor enforced cords
  - c. Shatterproof window for video display monitor with integrated camera
  - d. Assembled from non-proprietary components
  - e. Waterproof
  - f. No exposed visible wires or cables
  - g. Ventilation holes must be located in the rear of the unit for proper cooling
  - h. Free of external hinges
  - i. Terminal powered by 110 VAC

- j. Provide options for powering the units on and off
3. The Proposer will develop a mutually agreeable fault hierarchy rating system and corresponding service time interval that requires a service representative to be on-site not later than 24 hours after receipt of a call for service to correct any malfunction or loss of service to any part of the system or the system as a whole.
4. **The Proposer must pay CCSO a monthly commission within FCC regulations based upon the gross billed receipts** (amount billed to those who accept collect calls made by inmates, pre-paid calls made by inmates, calls made using calling cards but does not include taxes or fees accessed by government entities on the calls) **achieved by the system each month.**
5. The Proposer will include the following reports with the payment of each monthly commission:
  - 1) Revenue Summary Report
  - 2) Call Traffic Breakdown
  - 3) Detailed Gross Revenue per Inmate Report
  - 4) Rejected Records Report
6. The system must give CCSO the capability of taking an individual telephone, all telephones within a housing area, or the entire system out of service in **less than 30 seconds.**
7. The system must be capable of identifying to CCSO which inmate is placing a call and which device/equipment the inmate is using. Additionally, the system shall provide CCSO the capability to monitor or record calls from multiple sites including remote locations.
8. The system must have a warning system that identifies to CCSO whenever a specific number is being called or a particular inmate is accessing the system. The warning system is to include the capability to email or call specific users at predetermined phone numbers or email addresses.
9. The system must have the capability to be programmed to block calls from certain identified inmates and calls to certain identified telephone

numbers. Additionally, the system must have the capability to be programmed to limit the time an inmate may spend on any one call.

10. The system must have the capability to be programmed to allow free calls to identified parties to include, but not limited to: attorneys, public defender's office, Social Security Office, Office of Inspector General, CCSO Investigations Unit, TIPS Hotline, Prison Rape Elimination Hotline; these calls must also be capable of having the preprogrammed time limit for calls removed, and the ability to designate if calls should be recorded or unrecorded.
11. The system must have the capability to record and store all outgoing and incoming calls for a minimum of **one hundred eighty (180) days**.
12. The system must have the capability to detect and prohibit third-party calls.
13. The system must have a prompt that identifies to the receiver that the call is from the appropriate correctional facility, to include the inmate's name as previously recorded by the inmate, and what type of call is coming through and identify the rates that will be charged should the receiver accept the call. The system should have a message when the inmate makes a call to provide the inmate with the available balance.
14. The system must notify both the caller and the called party of call termination by voice prompting at **one minute** and again at **fifteen seconds** prior to the end of the call's pre-programmed time limit.
15. The Proposer will not charge rates to the called party in excess of the State of Florida standard tariff approved rates for collect calls placed from a public telephone booth.
16. The Proposer will be responsible for the selection of Local, Intralata and Interlata carrier(s) for the system.
17. The Proposer must have or will establish a Customer Service 1-800 number for the handling of questions, requests and complaints from called party. Additionally, this number together with an explanation of

the services provided will be included in the initial call prompt and again for the benefit of the called party following call termination.

18. The Proposer will insure that all new area codes are entered into the system immediately upon the effective date of the new code activation.
19. The system must have the capability to allow calls to be “locked” by users and maintained on the server indefinitely.
20. The system must have the capability to allow for local and long-distance free calls, limited to no less than **five (5) minutes** in duration, from inmate phones located in Booking areas. These calls must also be recorded and maintained on the server for no less than **one hundred eighty (180) days**.
21. The system must have the capability to interface with the CCSO’s Jail Management System, in order to automatically activate and deactivate inmate pin numbers; as inmates are booked and released from custody.
22. The system must have the capability to interface with the CCSO’s Jail Management System, in order to automatically block victim’s phone numbers from being called by any inmate in either the Naples or Immokalee Correctional Facilities.
23. The system must have the capability to interface with the CCSO’s Jail Management System, in order to determine inmates who have had their phone privileges restricted by the CCSO. The system must then be able to automatically restrict an inmate’s use of the phone and reestablish full use of the phone once the phone restrictions have been lifted.
24. The system must have the capability to interface with the CCSO’s Jail Management System, in order to determine the inmate’s housing location within the facilities. The system must be able to restrict calls made by an inmate when the call is not being placed from a phone located within the inmate’s current housing location.

25. The system must have the capability to allow users to listen to bio-matched names, reset names, or adjust sensitivity levels.
26. The system must have the capability to allow users to save, download, or email calls to removable portable devices via USB ports or DVD drives.
27. The system must have the capability to allow users to print a call log for a specific or for specific phone numbers during a specified time frame.
28. The system must have the capability to allow users to make electronic notes on each call, where notes are maintained indefinitely.
29. The system must have the capability to allow users to access the system by CCSO workstation, internet or VPN.
30. The system must have the capability to set daily and weekly schedules for telephone activation and deactivation for “On/Off” times.
31. The system must have the capability to run administrative reports from a CCSO workstation; these reports include but are not limited to financial reports, inmate/account reports, and system reports.
32. The system must have a prompt that alerts the inmate that the calls may be monitored or recorded.
33. The system must have the capability for users to combine inmate pin numbers, call history and recorded calls, once the CCSO has determined that an inmate has more than one pin number.
34. The system shall have the capability for users to enter key words for call searches, in order to search for call content. Additionally, the system shall have the capability to provide a call transcript in PDF or MS Word format.
35. The Proposer must provide preventative maintenance visits to both facilities at a minimum of once per week.

36. The system must have a back-up of all locked calls, so that in the event of a server crash, locked calls can still be retrieved from a back-up server.
37. The Proposer must have the ability to provide, at no cost to CCSO, portable inmate phones which will require biometric or voice recognition, to be used for inmates that are high risk and locked down. The portable phones must meet the same restrictions (time limit, blocked calls, etc.) placed on regular housing phones.

## **8.2. SCOPE OF WORK – INMATE VIDEO VISITATION SYSTEM**

1. The system must be capable of providing non-proprietary inmate video visitation terminals for the housing units to include:
  - b. Correctional facility grade, tamper-proof steel enclosure and hardware
  - c. Correctional facility grade, tamper-proof plastic handset with armor enforced cords
  - d. Shatterproof window for video display monitor with integrated camera
  - e. Assembled from non-proprietary components
  - f. Waterproof
  - g. No exposed visible wires or cables
  - h. Ventilation holes must be located in the rear of the unit for proper cooling
  - i. Free of external hinges
  - j. Terminal powered by 110 VAC
  - k. Provide options for powering on and off units
2. The system must be capable of providing non-proprietary visitor video visitation touchscreen terminals with affixed handsets interfaced with audio and video equipment for the lobby visitation centers.
  - a. Explain in detail all the networking equipment.
  - b. Explain in detail all the cabling and connectivity
3. The Proposer shall provide for both facilities, the quantity of each on-site visitation center kiosks and terminals, and the quantity of inmate housing unit's kiosks and visitation terminals based on each housing unit and number of beds.



4. The system shall have a web-based Software that does not require software to be downloaded to a computer in order to conduct a video visit.
5. The system shall have a browser based software via a standard Internet browser such as Google Chrome, Apple Safari, and Mozilla Fire Fox.
6. The system shall have voice biometrics technology associated to a PIN or unique identifier number, or voice verification throughout the duration of the visit.
7. The system must allow all visits to be encrypted, on-site and remote.
8. The system shall integrate with CCSO's Jail Management System (JMS) – in order to document visitor information into the visitation module of the JMS. The FMJS requires: Name, Address, Phone Number, and Relationship to Inmate.
9. The system shall have the capability of allowing visitors automated registration to create an account, edit account information, make payments using credit card or debit card.
10. The system must have the capability to interface with the CCSO's Jail Management System, in order to determine inmates who have had their visitation privileges restricted by the CCSO. The system must then be able to automatically restrict an inmate's use of the visitation system and reestablish full use of the visitation system once the visitation restrictions have been lifted. The system must also be able to automatically cancel an inmate's scheduled video visits once the CCSO has restricted the inmate's visitation privileges. The system shall be capable of automated visit scheduling and cancellations based on inmate status in the CCSO's JMS (i.e. housing unit relocation, or release, or disciplinary action).
11. The system shall be capable of High Definition (HD) video streaming up to 30 frames per second.
12. The system shall be user friendly.

13. The system shall be capable of Graphical User Interface (GUI), using images and text to allow the site visitor to interact with functions of the web page.
14. The system shall be capable of allowing inmate housing unit terminals to display all pending visits.
15. The system shall be capable of displaying various forms of media on the monitor.
16. The system shall be capable of providing the below notifications:
  - a. Notify CCSO facility if a visitation station is offline
  - b. Visit cancellation notifications via email to facility, home-user, and inmate
  - c. Disclaimer notifying inmate and visitor that visits are subject to monitoring and/or recording (English and Spanish)
17. The system shall have a countdown clock that is a visible on-screen clock alerting visitors of visit time remaining.
18. The system shall be capable of real-time monitoring of live video visits and allowing staff the ability to cancel and reactivate live visit and re-assign visit terminals.
19. The system shall be capable of providing the following in regards to recording video visits.
  - a. Ability for all visit recordings to be encrypted
  - b. Ability for all visits to be recorded with automatic retrieval and playback video sessions.
  - c. Ability to deselect specific visits such as “professional” visits from being recorded.
  - d. Ability to monitor all visits from both on-site and remote locations.
  - e. Ability for all recordings to assign unique identifiers to both inmates and visitors to retrieve all information associated with that visitor, unique ID number, and inmate for the visit duration.
  - f. Ability for customizable searches for investigative purposes.
  - g. Ability to export recorded visits onto media storage device or file download by authorized level of authority.

- h. Ability for all recordings to be CCSO confidential and CCSO shall have the exclusive rights of all recordings and content thereof.
  - i. Ability to store video visitation recordings on its Cloud-based or hosted servers for the duration of the contract plus one year at no cost.
  - j. Ability to run audits on recordings that have been altered.
  - k. Ability to have digital files for all recordings.
  - l. Recordings shall be available for use using standard non-proprietary application(s).
  - m. Accessibility of recordings via web portal
  - n. Recordings shall have archiving capabilities
  - o. Ability to download and/or extract digital data from the database
  - p. Ability to lock a recorded visit, same as the phone system
  - q. The system must have the capability to record and store all visitations for a minimum of **one hundred eighty (180) days**.
  - r. These visitations must also be recorded and maintained on the server for no less than **one hundred eighty (180) days**.
  - s. Ability to add comments to a recorded visit as well as to registered User's accounts.
  - t. Time & Date stamp feature for when visitor registrations are submitted, completed, and/or approved.
20. The system shall be capable of Audit Trails for all system activity to include:
- a. Staff, Inmate, and Visitor log in / log off
  - b. Event log that captures visitor name, inmate name, visit date and duration
  - c. Visitor sending screen text message to inmate/visitor
  - d. Visitor that scheduled/modified/cancelled a visit
  - e. Visit start time, visit paused, restart, end time, and call duration
  - f. Recordings accessed by staff
  - g. Recordings exported or copied by staff
  - h. Staff that performed "live monitoring"
  - i. Reports requested by staff member
  - j. Visitor IP addresses

21. The system shall be capable of Automated Scheduling and Calendar Module to include:

- a. A defined and user friendly scheduling visit process for inmate, professional, or public visits
  - b. System must recognize the availability of visitor terminals for scheduling visits for the date and time requested
  - c. System must be interfaced with CCSO JMS (Wings) for visitor scheduling inmate availability
  - d. System to automatically block scheduling access to visitor terminals that have scheduled visits
  - e. CCSO mandated accreditation criteria for visitor scheduling must be incorporated within the scheduling system. At registration, all visitors are required to upload a picture of a government issued photo identification that includes the registered User's full name, address, telephone number, inmate's name who is being visited, and the relationship to the inmate. A picture of any professional credentials are also required to be uploaded, along with a profile picture taken at the time of registration.
22. The system shall be permission based that allows CCSO authorized administrative staff to assign levels of authority to access certain privileges to include:
- a. Blind monitor all video visit sessions simultaneously
  - b. Ability to reset all visit durations that will automatically expire after the designated time
  - c. User authorities for read-only users to view scheduled visits, download and copy recorded visits, blind monitor visits, initiate and end visit session at will, cancel visits, move visitors from one scheduled visit terminal to another terminal
  - d. Intervene and pause, stop, resume, or cancel a visit when rules and guidelines are not adhered too
  - e. Visitor terminal reassignment
  - f. Customizable restrictions
  - g. Juvenile visits
  - h. Visits from other inmates
  - i. Visiting at the same time as other inmates
23. The system shall be capable of authorizing each inmate two (2) hours worth of on-site public visits per week with no more than four (4) visitors at a time free of charge. The system shall be capable of authorizing each inmate unlimited twenty (20) minute remote visits during the hours of

8:00 a.m. to 11:00 a.m., 12:00 p.m. to 4:00 p.m., and from 5:00 p.m. to 10:00 p.m.

24. The following will be considered no-charge visits:

- a. Each inmate shall be authorized six (6) twenty (20) minute on-site public visits per week with no more than four (4) visitors at a time
- b. Remote professional Public Defender visits

25. The following payment requirements shall be followed:

- a. Shall have an automated system for all financial transactions for processing visit scheduling fees (on-site or remote video visits), credits (re-scheduled visits, facility lockdown, or other), and refunds (inmate release)
- b. The proposed financial automation system must have the ability to deduct the free on-site visit quota and calculate charges during the visit scheduling
- c. Automated financial data reporting of all video visitation visits including cancelled, disconnected and terminated visits
- d. CCSO shall have access via web to view all financial documents (revenue/commission documents). Payments, refunds, or any discrepancies will be handled by the Successful Proposer.
- e. **The Proposer must pay CCSO a monthly commission within FCC regulations based upon the gross billed receipts**

26. The following Technical Support shall be provided:

- a. Successful Proposers to provide live technical support 24 hours a day, 7 days a week, 365 days a year at no cost to CCSO
- b. Four hour service technician response time for all hardware related issues

27. The Proposer shall provide on-site or online training to CCSO at no cost throughout the duration of the contract.

28. The following installation guidelines shall be met:

- a. Installation hours for service technicians shall be Monday – Friday from 7:00 a.m. to 10:30 a.m. and 1:00 p.m. to 3:30 p.m. Vendors are not authorized to be in the building during food/chow times.
- b. Successful Proposer's technicians, sub-contractors, and employee personnel that require access to the Correctional Facilities will be

mandated to undergo background checks through Jail Administration. Upon CCSO approval for facility access, CCSO will issue a Contractor ID card, which must be displayed at all times in or around the facility, and a mandated Correctional Officer escort will be provided.

- c. Terminal Set-Up & Testing (to ensure compatibility and proper working conditions)
    - Software
    - Equipment
    - Interface to JMS
  - d. Successful Proposer must install equipment that offers minimal disruption to the facility's daily operations with minimal interruption to visitation
  - e. Mandated background checks shall be processed through Jail Administration for all technicians, contractors, sub-contractors, and personnel entering the jail facilities for this project
29. The following system storage requirements shall be met:
- a. Cloud based or hosted server secured storage
  - b. Explain all storage security features
  - c. Provide quantity of redundant servers and performance details
30. The following technical requirements shall be met:
- a. The system must be a complete TCP/IP suite
  - b. TCP/IP Ethernet for transmission between terminals, visitors, and servers
  - c. Kiosks or terminals shall be connected over a minimum of 100 Mbps dedicated Ethernet network
  - d. Visitor terminals shall be accessed to the video visitation via Local Area Network (LAN) or broadband Internet connection
31. The Proposer shall be responsible for all internal and external connections associated costs. There will be no cost to CCSO for connectivity.
32. The Proposer shall provide a visitor rate breakdown of all the charges/rates to include:
- a. On-site visitor rate after the no-charge/free visits outlined in section 8.2, number 25, have been utilized

- b. Remote visitor per rate charges (per minute or block)
33. The Proposer shall provide a commission offer to CCSO providing breakdown for the following:
- a. Provide CCSO's percentage of gross commission
  - b. Monthly electronic revenue/commission reporting
  - c. Monthly payments to CCSO
  - d. Uncollected revenues or bad debt – please explain if CCSO will be responsible

**8.3. SCOPE OF WORK – MOBILE KIOSKS “TABLETS”**

- 1. The Proposer will provide, at no cost to the CCSO, an inmate mobile kiosk “Tablet” system for the inmate population at a ratio of at least (1) to (2). The system provided will utilize state-of-the-art technology.
- 2. “Tablets” must be custom, wireless and ruggedized devices that are correctional grade, designed to withstand inmate abuse as well as meet the safety and security network requirements of the facility.
- 3. “Tablets” require a custom, proprietary operating system that will only allow the device to connect to a secure network which will not allow the inmates to gain access to the Internet.
- 4. The Proposer shall not advertise products or services to inmates on the tablets, including advertisements in program, educational content or in incentive content.
- 5. The Proposer will provide secure “tablet” charging stations in each housing area, for “tablets” to be charged while not in use.
- 6. “Tablets” should allow inmates to make phone calls, receive video visits, and access “tablet” content to include: music, games, movies, e-books, and educational content.
- 7. Proposer shall allow four (4) free e-books, approved by the CCSO, to inmates on the “tablets.” Free e-books should be replaced periodically (for example: every two (2) months), as approved by the CCSO.
- 8. The system must record all calls and visits received on the tablets, with the exception of privileged visits/calls, as provided by the CCSO.

9. "Tablets" should not require a docking station or charging cable while in use unless during video visitation only. A docking station for charging the tablet is permissible, as long as it remains in the common areas. Inmates will not be allowed to have docking stations in their cells.
10. The system must have the capability to interface with the CCSO's Jail Management System, in order to automatically activate and deactivate inmate pin numbers, as inmates are booked and released from custody.
11. The system must have the capability to interface with the CCSO's Jail Management System, in order to determine inmates who have had their "tablet" privileges restricted by the CCSO. The system must then be able to automatically restrict an inmate's use of the "tablet" and reestablish full use of the "tablet" once the restrictions have been lifted.
12. The system must have the capability to interface with the CCSO's Jail Management System, in order to determine the inmate's housing location within the facilities. The system shall be capable of restricting inmate usage to the specific housing units to which the inmate is assigned.
13. "Tablets" should not need the use of external speakers in order to be functional. The use of earbuds, equipped with a microphone for calls and video visits shall be supplied.
14. Proposer shall provide one free pair of earbuds, equipped with a microphone, for every inmate provided a tablet. Additional earbuds are to be made available for purchase through the CCSO Jail's commissary vendor for purchase by the inmate.
15. "Tablets" provided by the Proposer shall be configured to provide certain "free" services to the inmate population at no charge. The Proposer shall provide a list of all free services/content/apps (whatever we want to call it) available for review to be approved by the Jail Administrator.
16. "Tablets" shall be configured to provide Rated G and Rated PG movies to inmates at a cost to the inmate. If a specific movie is deemed unacceptable to be played for inmates, the system must have the capability to remove that movie from the list of approved movies.
17. The Proposer must specify the rate that the inmates will be charged for the use of paid content on the "tablets." If the Proposer has a monthly



usage paid plan, the Proposer must specify the monthly plan rate and what is included in said plan, with the approval of the CCSO Jail Administrator.

18. The Proposer shall provide a commission offer to the CCSO providing a breakdown for the following:
  - a. Provide CCSO's percentage of gross commission
  - b. Monthly electronic revenue/commission reporting
  - c. Monthly payments to CCSO
  - d. Uncollected revenues or bad debt – please explain if CCSO will be responsible
19. The Proposer will develop a mutually agreeable fault hierarchy rating system and corresponding service time interval that requires a service representative to be on-site, not later than twenty-four (24) hours after the receipt of a call for service to correct any malfunction or loss of service to any part of the system or the system as a whole.
20. The system must give CCSO the capability of taking an individual “tablet” or the entire “tablet” system out of service in less than thirty (30) seconds.
21. When “tablets” are being used to make calls, or for video visitation, the system must provide the same services to the CCSO as it provides in the Inmate Telephone System (8.1 Scope of Work) and Inmate Video Visitation System (8.2 Scope of Work). Such as, notification or alert system that identifies to CCSO whenever a specific number is being called or a particular inmate is accessing the “tablets.” The warning system is to include the capability to email or call specific users at predetermined phone numbers or email addresses.
22. The Proposer must have or will establish a Customer Service 1-800 number for the handling of questions, requests and complaints.
23. The system must have the capability to set daily and weekly schedules for “tablet” activation and deactivation.
24. The system must have the capability to run administrative reports from a CCSO workstation; these reports include but are not limited to financial reports, inmate/account reports, and system reports.
25. The Proposer must provide preventative maintenance visits to both facilities at a minimum of once per week.

#### 8.4. INTELLIGENCE MODULE

Proposer must provide an investigator software tool that provides intelligence that will help Law Enforcement to prevent or solve crimes based on connections between inmates and the public with whom they communicate. The system shall have the capability to analyze an inmate's personal networks for use by Law Enforcement to gather intelligence.

### 9. CONTRACT TERMINATION

---

1. Unless otherwise mutually agreed by both parties, the awarded contract shall be terminated on September 30, 2026. Renewal options may be offered for two (2) additional one (1) year terms upon mutual agreement.
2. **Termination for Cause:** The CCSO may terminate the awarded contract at any time that the Successful Proposer fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
  - a. The CCSO shall provide the Successful Proposer with (15) business days' notice of conditions endangering performance. If after such notice the Successful Proposer fails to remedy the condition contained in the notice, the CCSO shall issue an order to stop work immediately.
  - b. The CCSO shall be obligated to reimburse the Successful Proposer only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
3. **Termination by Mutual Agreement:** With the mutual agreement of both parties upon receipt and acceptance of not less than (15) business days written notice, the awarded contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
4. **Termination for Special Situations:** Either party may terminate the awarded contract immediately following (15) business days' written notification to the other documenting the occurrence of any of the following:

a. In the event there is a change in the Office of Sheriff due to an election, resignation or death and the Sheriff-elect makes the decision not to continue the awarded contract.

b. The Successful Proposer or any of its principals are debarred, suspended, proposed for debarment or declared ineligible to participate in the State of Florida SPURS System under the provisions of Section 287.133(3)(a), Florida Statutes or pursuant to Rule 60A-1.006 F.A.C.

c. Insolvency, bankruptcy or receivership of the Successful Proposer.

**5. Suspension of Work.** The CCSO may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of CCSO to do so. The CCSO shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the CCSO shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

**6. Termination for Convenience.** The CCSO, by written notice to the Contractor, may terminate the Contract in whole or in part when the CCSO determines in its sole discretion that it is in CCSO's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**7. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the CCSO in

writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the CCSO. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the CCSO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the CCSO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to CCSO, in which case the CCSO may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

**8. Antitrust Assignment.** The Contractor and CCSO recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the CCSO. Therefore, the contractor hereby assigns to the CCSO any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

**9. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

**10. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on

any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

## **10. CONTRACT TERM**

---

1. The awarded contract shall begin in October 1, 2021 and end on September 30, 2026. The contract may be extended for two (2) one (1) year terms depending on the needs of the CCSO.
2. An extension may be granted at the discretion of CCSO.

## **11. NOTICES**

---

Notices shall be addressed to:

Collier County Sheriff's Office  
Attn: Sheriff Kevin Rambosk  
3319 Tamiami Trail East  
Naples, FL 34112

With Copies sent to:  
Collier County Sheriff's Office  
Attn: Chief Mark Middlebrook  
3347 Tamiami Trail East  
Naples, FL 34112

Collier County Sheriff's Office  
Attn: Brandy Hazel, Procurement Manager  
2885 County Barn Rd  
Naples, FL 34112

## **12. PROHIBITION OF GIFTS TO CCSO EMPLOYEES**

---

1. No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any CCSO employee, as set forth in Chapter 112, Part III, Florida Statutes.

Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with CCSO staff for a specified period of time;
- b. Prohibition by the individual and/or firm from doing business with the CCSO for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes;
- c. Immediate termination of any contract held by the individual and/or firm for cause.

### **13. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**

---

CCSO encourages and agrees that the Successful Proposer extend pricing and terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the Successful Proposer.