



Collier County Sheriff's Office

Procurement Bureau

Website: www.colliersheriff.org

RFP #23.002

INMATE TECHNOLOGY SERVICES

Release Date: August 1, 2023

CONTACT: Mika Taylor, Buyer

Chat Feature within Bonfire is the only acceptable means of communication. See:

<https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>

PROPOSAL DUE DATE, TIME AND DELIVERY LOCATION:

- October 9, 2023 by 4:00:00 PM EST
<https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>

Event	Time	Date
RFP Released	N/A	August 1, 2023
Non-Mandatory Bidder's Conference & Site Visit	9:00:00 AM EST	September 7, 2023
Bidder's Questions Deadline	4:00:00 PM EST	September 15, 2023
Questions Answered via Bonfire	4:00:00 PM EST	September 22, 2023
Proposal Due	4:00:00 PM EST	October 9, 2023
Bid Opening	4:00:00 PM EST	October 9, 2023
Evaluations Begin	N/A	October 12, 2023
Selection of Finalists	TBD	October 26, 2023
Presentations from Finalists	TBD	TBD
Contract Award Announcement	N/A	TBD
Contract Negotiations	TBD	TBD
Contract Start	N/A	TBD

Table of Contents

<u>INTRODUCTION</u>	<u>2</u>
INTENT	2
RFP SCHEDULE OF EVENTS.....	2
CONTACT INFORMATION.....	2
RFP QUESTIONS.....	3
NON-MANDATORY BIDDERS CONFERENCE & SITE VISIT	3
PROPOSAL SUBMISSION	3
BID OPENING	3
PROPOSAL SUBMISSION FORMAT	3
<u>EVALUATION.....</u>	<u>8</u>
<u>PROPOSER QUALIFICATIONS / DISQUALIFICATIONS</u>	<u>10</u>
QUALIFICATIONS	10
DISQUALIFICATIONS	12
<u>CONTRACT AWARD</u>	<u>13</u>
<u>PROTEST.....</u>	<u>14</u>
<u>TERMS AND CONDITIONS</u>	<u>15</u>
DEFINITIONS.....	15
LIABILITIES	16
INSURANCE	21
<u>ADJUSTMENTS / MODIFICATIONS / AMENDMENT</u>	<u>23</u>
<u>SPECIFICATIONS / SCOPE OF WORK.....</u>	<u>24</u>
INMATE TELEPHONE SYSTEM	25
INMATE VIDEO VISITATION	29
INMATE MOBILE KIOSKS “TABLETS”	35
<u>CONTRACT TERM</u>	<u>38</u>
<u>CONTRACT TERMINATION.....</u>	<u>38</u>
<u>NOTICES.....</u>	<u>40</u>
<u>PROHIBITION OF GIFTS TO CCSO EMPLOYEE</u>	<u>41</u>
<u>OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES</u>	<u>41</u>

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.

The proposed system shall 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 shall be a revenue generating system for CCSO's Corrections Inmate Welfare Fund.

B. RFP SCHEDULE OF EVENTS

The table on the cover page 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.

Note: Schedule changes and/or amendments for this solicitation shall be issued addenda/addendum and shall be posted to our website at: www.colliersheriff.org , the "My CCSO" tab or at the link: <http://www2.colliersheriff.org/aboutus/purchasing/rfp1.asp> as well as this link: <https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>

C. CONTACT INFORMATION

Please use the chat feature within the Bonfire website located at:
<https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>

All correspondence shall be directed to the CCSO Procurement Bureau:

Mika Taylor, Buyer

Please use the chat feature within the Bonfire website located at:
<https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>

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 shall be submitted to:

<https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>. 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. NON-MANDATORY BIDDERS CONFERENCE & SITE VISIT

Proposers should attend the site visit and pre-proposal conference in order to gain knowledge that can assist with submitting a proposal. The conference shall begin promptly at the Naples Jail Center. The Naples Jail is located at 3347 Tamiami Trail East, Naples, Florida 34112. A tour of both the Naples and Immokalee facilities will follow. The Immokalee facility is approximately a 45-minute drive from the Naples facility.

F. PROPOSAL SUBMISSION

1. Proposals shall be submitted to:

<https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>. Proposals received after the deadline shall **not** be considered. Proposers shall be solely responsible for the timely delivery of their proposal.

2. It shall be the sole responsibility of the Proposer that their proposal submission is received by CCSO in Bonfire on or before the stated time and date above. The CCSO is not responsible for delays caused by any occurrence.

3. Proposal(s) received by Bonfire are issued a confirmation that has a date and time stamp.

4. Proposal(s) received after the deadline shall not be considered.

G. BID OPENING

The electronic Bid Opening shall be at the Collier County Sheriff's Office, Procurement Bureau, located at 2885 County Barn Road, Naples, FL 34112 to reveal the Proposers whom submitted proposals by the advertised deadline. The proposals shall be evaluated by an independent review and scoring.

H. PROPOSAL SUBMISSION FORMAT

1. Any Proposer failing to respond in the following manner may be declared non-responsive:

Proposer shall register as a Vendor at the following link:

<https://colliersheriff.bonfirehub.com/portal/?tab=login>

2. Proposers shall submit proposals electronically via

<https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities> 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

Proposer should 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 #23.002 – 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 shall 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 may be eliminated.
- f. Point of contacts names, titles, telephone numbers, and email addresses:
 1. Cost Proposal
 2. Contractual
 3. Specifications

Qualifications and Experience

Proposer should submit professional qualification resumes for the individual(s) that shall be assigned to the account to include owner(s) and manager(s). Documents should 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.

This portion should 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 should include contact name, address, and telephone number. The facility shall be contacted by CCSO as a reference during the evaluation process.

3. Listing of correctional accounts terminated within the last three (3) years. Listing should include contact name, address, telephone number, and reason for termination. The facility shall 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 should provide a summarization reflecting their understanding of the performance specifications for the project and should address the organization's intended solution to address the requirements outlined in this request. Furthermore, Proposer should provide a statement indicating their review and approval of the existing facilities. If facilities are found to be unsatisfactory, Proposer should 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 #23.002 - 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 shall provide an exception).

Exceptions to Specifications

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 shall 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. CCSO reserves the right whether to accept the exception.

Performance Capability

Proposing organization should 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.
3. Documentation to prove past performance.

Network Infrastructure Security

The Proposer shall 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.

Commission & Cost 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 shall 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 greatest number of points allowed in this criteria will be awarded to the proposer who has the highest commission rate.

Points are calculated by dividing the highest commission rate by the rate being evaluated, then multiplying by the assigned weight. Each subsequent proposer’s criteria point score will be calculated in the same manner. Points awarded will be extended to the first decimal point.

Criteria Points Calculation Examples:

- o Proposer #1 would receive the maximum of 15 points ($25\% \div 25\% = 100\%$ and $100\% \times 15 = 15$)
- o Proposer #2 would receive 12 points ($20\% \div 25\% = 80\%$ and $80\% \times 15 = 12$)
- o Proposer #3 would receive 6 points ($10\% \div 25\% = 40\%$ and $40\% \times 15 = 6$)

The Commission & Cost Proposal should be submitted solely on the website under the specific file allocated. It should 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

Include certificate of insurance coverage required or provide a document affirming that all coverage and policies shall be in force prior to contract commencement date. Certificate of insurance shall be presented to the procurement bureau naming CCSO as the “Additional Insured”.

Drug Free Workplace Policy or Certificate

Proposer shall provide proof they are a drug-free workplace and policy should include random drug screening of the employees. CCSO reserves the right to periodically request proof that its drug free workplace policy is being applied by the proposer. CCSO also reserves the right to request drug testing on specific employees at any time.

Unauthorized Alien

Notarized statement that the Proposer does not employ unauthorized aliens in accordance with Section 274A (e) of the Immigration Nationality Act (8 USC 1324a) as required and 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.

Public Entity Crime Form

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

References

Should provide three (3) completed Reference Questionnaires from governmental entities confirming Proposer's proven ability providing similar services as requested in this solicitation.

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/portal/?tab=openOpportunities> 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 shall be printed, acknowledged and included in the Proposer's proposal placed at the following link:

<https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities> along with the Vendor's proposal.

EVALUATION

1. Proposal shall be publicly opened. The bid results shall not be revealed at the bid opening, only the Proposer's organization that submitted a proposal shall 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. Proposals shall be tabulated, evaluated, and scored for completeness of the Proposer's capabilities to meet and/or exceed the requirements in the solicitation.
4. During the evaluation process CCSO may request from the Proposer's representative to answer questions regarding their proposal for clarification.
5. Proposals that do not comply with the RFP submission format and/or the qualifications may be rejected without further evaluation.

6. All proposal(s) and presentations, if deemed necessary, shall be scored and an award made to the responsive and responsible proposer whose proposal is determined to be the most professionally and technically responsive and not necessarily to the lowest priced proposal.
7. CCSO reserves the right to negotiate further terms and conditions, to include price, with the highest scored proposer at the end of the evaluation process. If CCSO is unable to reach an agreement with the first selected proposer, CCSO reserves the right to enter into negotiations with the next highest scored proposer and continue the process until an agreement is reached.
8. Proposers shall present their best offer to provide the services outlined in the scope of work. CCSO reserves the right to request additional information for clarification purpose only.
9. 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.
10. Evaluation members shall not disclose any information derived from one proposal to any other proposer.
11. Per Florida State Statutes 287.05701, an awarding body is prohibited against considering social, political or ideological interests in government contracting.
12. Proposal evaluations and the contract award announcement are based on the following criteria and scoring weight:

Evaluation Point Assessment

DESCRIPTION	WEIGHT
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 below)	5.00%
Commission & Cost Proposal	15.00%
References	5.00%

Tie Proposals

1. Contract award for proposals received that have the same exact costs, quality, and service shall be awarded to a locally-based responsible Proposer whose proposal is responsive.

2. If there is a tie proposal amongst local Proposers, the Central Services Division Director or their designee shall consult with the Administration Chief to determine which bid shall be awarded based upon the best interests of the CCSO.

Local Proposer

1. Local Proposer is defined as business offices that are located in Southwest Florida Counties:
 - o 1. Collier, 2. Lee, 3. Hendry, 4. Charlotte, 5. Glades.
2. Proposer shall provide a business tax receipt as a proof of approval from the county that a nominal fee has been paid to start a business.

PROPOSER QUALIFICATIONS & DISQUALIFICATIONS

A. Qualifications

1. The Proposer shall submit a fully responsive and responsible proposal.
2. The Proposer shall have a proven ability for immediate contract start evidential by past performance and current resources.
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.
4. The Proposer should submit detailed resumes with the professional qualifications of the individual(s) that shall be assigned to the project.
5. The Proposer should 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.
6. The Proposer should 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.
7. The Proposer should have at least five (5) years of experience in maintaining National Commission on Correctional Health Care (NCCCHC) and American Correctional Association (ACA) accreditation in jail facilities which are currently under contract with the Proposer.

8. The Proposer should have exceptional recruiting capability including professional recruiting personnel and recruiting systems in place.

9. The Proposer should 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 should designate a Technical Support Director and team to CCSO.

b. Proposer should 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 shall 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.

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

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

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

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.

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.

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).

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.

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.

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

19. The Proposer should provide three (3) completed Reference Questionnaires from governmental entities confirming Proposer's proven ability providing similar services as requested in this solicitation.

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.

B. Disqualifications

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.

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. Proposer has been debarred or suspended from participation in the State of Florida's term contract program or SPURS System.
4. Employment of unauthorized aliens in violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324a).
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.
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.
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.

CONTRACT AWARD

1. 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.
2. 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.

3. 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.

4. The determination of 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.

5. 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 shall be submitted with indications on each page that the material is "Proprietary," "Confidential" or a "Trade Secret."

6. 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.

7. Proposers should 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 should be subject to negotiation. However, the inability to contractually guarantee any statement or specification may result in future elimination.

8. 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, RECORDS@COLLIERSHERIFF.ORG, OR COLLIER COUNTY SHERIFF'S OFFICE, CENTRAL RECORDS BUREAU, 3319 TAMIAMI TRAIL EAST, NAPLES, FL 34112.

PROTEST

A. Protest of an award shall 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 23.002 – Inmate Technology Services
- 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.

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. Shall possess the full capability, including financial and technical, to perform as contractually required. Shall 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 shall 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 shall 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. 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.

16. Third Party Reimbursement: The Contractor shall coordinate and manage third party or insurance reimbursement for Inmate Commissary Services. The Contractor shall share all documentation received regarding third party claims quarterly with the Sheriff's Office. The Contractor shall routinely pursue all insurance claims, and other means of subrogation, for medical treatment and services provided.

17. PREA Compliance: CCSO adheres to the Prison Rape Elimination Act (PREA) of 2013. Per PREA standard 115.32, training shall 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 shall be prohibited from continued contact with inmates. Violations shall be reported to law enforcement and/or licensing bodies as applicable.

18. **Permits and Licenses:** All permits and licenses required by Federal, State or local laws, rules and regulations necessary for the implementation of the work undertaken by the Contractor pursuant to the contract shall be secured and paid for by the Contractor. It is the responsibility of the Contractor to have and maintain the appropriate licenses and certificates valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for who a license or certificate is required.

19. **Equal Employment Opportunity:** The successful Proposer shall comply with all requirements of Federal, State and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap or national origin.

20. **Contingent Fees Warranty:** The successful Proposer shall agree to warrant that no person or agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees maintained by the contractor for the purpose of securing business.

21. **HIPAA Compliance:** Contractor agrees to establish procedures to maintain confidentiality of inmate comprehensive health care and psychiatric records as required by law.

22. **Failure to Perform Recovery Expenses:** The services rendered under this contract shall be critical to the mandated responsibilities of the Sheriff. Therefore, the Contractor shall reimburse the Sheriff for all expenses incurred by the CCSO in providing services that are the responsibility of the Contractor. Such expenses shall be reduced from the monthly payment due the Contractor.

22.1. Request for Proposal (RFP). A solicitation document issued by a procurement office requesting proposals from potential vendors for goods and/or services. Various factors are evaluated for best value with price not being the primary evaluation factor.

22.2. CCSO means the Collier County Sheriff's Office, its correctional facilities, its divisions, substations, agencies, officials, officers and employees.

22.3. Proposer means vendor, and its officers, agents, representatives, and employees.

22.4. Successful Proposer/Contractor/Awarded Contractor means vendor awarded the contract.

c. Insurance

1. Contractor shall provide insurance at its own expense in accordance with the laws of the State of Florida.

2. Work shall not commence in connection with the contract until Contractor has obtained all the applicable insurances and it has been approved by the CCSO, nor shall the Contractor allow any sub-contractor to commence work on said contract until all similar insurance required of the sub- contractor has been so obtained and approved.

3. Insurance policies shall be with qualified insurers, and doing business in Florida.

4. Each insurance certificate shall contain the following statements as evidence of the required endorsements:

4.1. Collier County Sheriff's Office is to be named as an "Additional Insured" on a primary, non- contributing basis on the General Liability, Automobile and Umbrella Policies.

4.2. Waiver of Transfer of Rights of Recovery (or waiver of Subrogation) in favor of Collier Count Sheriff's Office applies on all policies.

4.3. General Liability General Aggregate is Per Project.

5. The Contractor shall be responsible for insurance coverage to cover all equipment whether owned operated, rented, or borrowed. The policy shall be provided for a waiver of Subrogation in favor of Collier County Sheriff's Office.

6. All policies shall be written by insurance companies licensed to do business in the state in which the work is to be performed and be acceptable to Collier County Sheriff's Office. All policies of insurance shall be written with insurance companies with a Best's Rating of A or better.

7. ALL certificates of insurance shall contain substantially the following statement: "Should any of the below described policies be canceled before the expiration date thereof the issuing company shall mail 30 days written notice to the Collier County Sheriff's Office."

8. Contractor shall provide certificates of insurance that list the following minimum insurance coverage's and they shall be in effect at the contract commencement and throughout the term.

8.1. Statutory Workers Compensation, Employers Liability for Florida (not less than \$1,000,000) Broad Form All States Endorsement.

8.2. Required Endorsement: Waiver of subrogation in favor of CCSO

8.3. Commercial General Liability Limits

- \$3,000,000 General Aggregate
- \$1,000,000 Products and Complete Operations Aggregate
- \$1,000,000 Person and Advertising Injury
- \$1,000,000 Per Occurrence
- \$50,000 Fire Damage (any one fire)
- \$5,000 Medical Expense (any one person)

Required Endorsement: With respect to Collier County Sheriff's Office status as an additional insured to read: Collier County Sheriff's Office, the coverage afforded by this endorsement applies on a primary and non-contributing basis, or an exact equivalent.

9. Per Project Aggregate

9.1. Personal Liability: Medical Malpractice insurance coverage of all medical professional staff:

- \$1,000,000 limit per occurrence
- \$3,000,000 aggregate annually

Note: Required Endorsements: Additional Insured – Collier County Sheriff's Office. Waiver of Transfer of Rights and Recovery, schedule to read Collier County Sheriff's Office

10. Automobile Liability Insurance – Minimum combined single limits of:

- \$500,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

11. Other Insurance

11.1 Professional Liability:

- \$1,000,000 per occurrence
- \$3,000,000 aggregate

Note: Claims made insurance shall have documentation by Proposer of intent to provide tail coverage through the statute of limitations for services provided under the contract with the Collier County Sheriff's Office.

- Extended Business Liability Endorsement
- Products/Completed Operations (to be provided for minimum of twenty-four (24) months after completion of work)
- Broad Form Contractual Liability
- Person Injury Liability

12. It shall be the sole responsibility of the Successful Contractor to maintain current certificates of insurance and provide them to CCSO throughout the agreement term with CCSO.

13. Successful Contractor shall be solely responsible for the payment of required insurance coverage's and the payment of any deductibles.

14. Any cancellations, reduction in policy value or lapse of insurance coverage shall be a material breach of contract of the awarded contract.

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 shall 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 their 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 should 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.

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 675 and IJC has (192) beds and the current ADP is 72.
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 10:00 a.m., 12:00 p.m. to 4:00 p.m., and 6:30 p.m. to 10:00 p.m. Inmates are authorized unlimited twenty (20) minute remote visits.
3. The Proposer should 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 shall meet with the Successful Proposer to discuss the need for an amendment. No modifications shall 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 shall 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 shall 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.

9. The Proposer shall provide their own WiFi Network at no cost to CCSO. CCSO is currently in the process of acquiring their own network and the Proposer will be required to transition to the CCSO network once available.

SCOPE OF WORK – INMATE TELEPHONE SYSTEM

1. The Proposer shall 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 shall utilize state-of-the-art phones employing, at minimum, voice recognition and PIN number user identification.

2. The system shall 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 shall 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 shall 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 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 shall 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 should 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 shall 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 sixty (60) seconds.

7. The system shall 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 shall 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 shall have the capability to be programmed to block calls from certain identified inmates and calls to certain identified telephone numbers. Additionally, the system shall have the capability to be programmed to limit the time an inmate may spend on any one call.

10. The system shall 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 shall also be capable of having the preprogrammed time limit for calls removed, and the ability to designate if calls shall be recorded or unrecorded.

11. The system shall have the capability to record and store all outgoing and incoming calls for a minimum of one hundred twenty (120) days.

12. The system should have the capability to detect and prohibit third-party calls.
13. The system shall 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 shall be charged shall the receiver accept the call. The system shall have a message when the inmate makes a call to provide the inmate with the available balance.
14. The system shall 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 shall 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 shall be responsible for the selection of Local, Intralata and Interlata carrier(s) for the system.
17. The Proposer shall have or shall establish a toll free Customer Service number for the handling of questions, requests and complaints from called party.
18. The Proposer shall insure that all new area codes are entered into the system immediately upon the effective date of the new code activation.
19. The system shall have the capability to allow calls to be "locked" by users and maintained on the server indefinitely.
20. The system shall 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.
21. The system shall 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 shall 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 shall 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 shall 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 shall 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 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 should have the capability to allow users to listen to bio-matched names, reset names, or adjust sensitivity levels.
26. The system shall have the capability to allow users to save, download, or email calls onto a media storage device or file download by authorized level of authority.
27. The system should 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 should have the capability to allow users to make electronic notes on each call, where notes are maintained indefinitely.
29. The system shall have the capability to allow users to access the system by CCSO workstation, internet or VPN.
30. The system shall have the capability to set daily and weekly schedules for telephone activation and deactivation for "On/Off" times.
31. The system should 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 shall have a prompt that alerts the inmate that the calls may be monitored or recorded.
33. The system shall 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 shall provide preventative maintenance visits to both facilities at a minimum of once per week.
36. The system shall 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 shall have the ability to provide, at no cost to CCSO, portable inmate phones which shall require biometric or voice recognition, to be used for inmates that are high risk and

locked down. The portable phones shall meet the same restrictions (time limit, blocked calls, etc.) placed on regular housing phones.

38. After one hundred twenty (120) days, all records shall be destroyed.

SCOPE OF WORK – INMATE VIDEO VISITATION SYSTEM

1. The system shall be capable of providing non-proprietary inmate video visitation 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 shall 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 on and off units

2. The system shall 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, Microsoft Edge, Apple Safari, and Mozilla Fire Fox.

6. The system should have voice biometrics technology associated to a PIN or unique identifier number, or voice verification throughout the duration of the visit.

7. The system shall 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 shall 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 shall 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 shall 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 should be capable of High Definition (HD) video streaming up to 30 frames per second.

12. The system should 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 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)

16. The system should have a countdown clock that is a visible on-screen clock alerting visitors of visit time remaining.

17. 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.

18. The system should 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 run audits on recordings that have been altered.
- j. Ability to have digital files for all recordings.
- k. Recordings should be available for use using standard non-proprietary application(s).
- l. Accessibility of recordings via web portal
- m. Recordings should have archiving capabilities
- n. Ability to download and/or extract digital data from the database
- o. Ability to lock a recorded visit, same as the phone system
- p. The system should have the capability to record and store all visitations for a minimum of one hundred twenty (120) days.
- q. Ability to add comments to a recorded visit as well as to registered User’s accounts.
- r. Time & Date stamp feature for when visitor registrations are submitted, completed, and/or approved.

19. The system shall have the 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.

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 shall recognize the availability of visitor terminals for scheduling visits for the date and time requested
- c. System shall 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 shall 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 shall 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 10:00 a.m., 12:00 p.m. to 4:00 p.m., and from 6:30 p.m. to 10:00 p.m.

24. The following shall 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 shall 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 shall be handled by the Successful Proposer.
- e. The Proposer shall 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 twenty-four (24) hours a day, seven (7) days a week, three-hundred and sixty-five (365) days a year at no cost to CCSO
- b. Four hour service technician response time for all hardware related issues

27. The Propose should provide a full-time account representative on-site at the Naples Jail Center to reply to inmate requests and grievances, perform daily maintenance and respond to CCSO's needs regarding down equipment, connectivity issues, etc.

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

29. The following installation guidelines shall be met:

- a. Successful Proposer's technicians, sub-contractors, and employee personnel that require access to the Correctional Facilities shall be mandated to undergo background checks through Jail Administration. Upon CCSO approval for facility access, CCSO shall issue a Contractor ID card, which shall be displayed at all times in or around the facility, and a mandated Correctional Officer escort shall be provided.
- b. Terminal Set-Up & Testing (to ensure compatibility and proper working conditions)
 - o Software
 - o Equipment
 - o Interface to JMS
- c. Mandated background checks shall be processed through Jail Administration for all technicians, contractors, sub-contractors, and personnel entering the jail facilities for this project

30. The following installation guidelines should be met:

- a. Successful Proposer should install equipment that offers minimal disruption to the facility's daily operations with minimal interruption to visitation
- b. Installation hours for service technicians should 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.

31. 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

32. The following technical requirements shall be met:

- a. The system shall 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

33. The Proposer shall be responsible for all internal and external connections associated costs. There shall be no cost to CCSO for connectivity.

34. The Proposer should provide a visitor rate breakdown of all the charges/rates to include:

- a. On-site visitor rate after the no-charge/free visits
- b. Remote visitor per rate charges (per minute or block)

35. 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 shall be responsible

36. The Proposer shall have or shall establish a toll free Customer Service number for the handling of questions, requests and complaints from called party.

37. After one hundred twenty (120) days, all records shall be destroyed.

SCOPE OF WORK – INMATE MOBILE KIOSKS “TABLETS”

1. The Proposer shall provide, at no cost to the CCSO, an inmate mobile kiosk “Tablet” system for the inmate population at a ratio of at least one (1) to two (2). The system provided shall utilize state-of-the-art technology.
2. “Tablets” shall 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 shall only allow the device to connect to a secure network which shall 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 shall 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 should 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 shall have the capability to record and store all calls and visits received on the tablets for a minimum of one hundred twenty (120) days, 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 shall not be allowed to have docking stations in their cells.
10. The system shall 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 shall 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 shall 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 shall 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" shall not need the use of external speakers in order to be functional. External speakers shall be disabled on all tablets. 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 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 shall have the capability to remove that movie from the list of approved movies.

17. The Proposer shall specify the rate that the inmates shall be charged for the use of paid content on the "tablets." If the Proposer has a monthly usage paid plan, the Proposer shall 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 shall be responsible

19. The Proposer shall 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 shall give CCSO the capability of taking an individual "tablet" or the entire "tablet" system out of service in less than sixty (60) seconds.

21. When "tablets" are being used to make calls, or for video visitation, the system shall provide the same services to the CCSO as it provides in the Inmate Telephone System and Inmate Video Visitation System. 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 shall have or shall establish a toll free Customer Service number for the handling of questions, requests and complaints from called party.

23. The system shall have the capability to set daily and weekly schedules for “tablet” activation and deactivation.

24. The system should 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 shall provide preventative maintenance visits to both facilities at a minimum of once per week.

26. 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 shall be responsible.

27. After one hundred twenty (120) days, all records shall be destroyed.

INTELLIGENCE MODULE

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

CONTRACT TERM

1. The initial contract shall be a four-year period, which we are anticipating to commence on December 1, 2023 at 00:01 hours; EST and it shall terminate on November 30, 2027 at 24:00 hours, EST.
2. Contract funding is dependent upon appropriation of funds by the Collier County Government, Board of County Commissioners for the fiscal year (FY) October 1, 2023 – September 30, 2024; and each fiscal year thereafter for which the contract remains effective.
3. The REQUEST FOR PROPOSALS terms and conditions and the contractor’s proposal response shall be part of the contract.

CONTRACT TERMINATION

1. Unless otherwise mutually agreed by both parties, the awarded contract shall be terminated on November 30, 2027 at 24:00 hours, EST. 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 thirty (30) 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 thirty (30) 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 thirty (30) 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.

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: Mika Taylor, Buyer
2885 County Barn Rd
Naples, FL 34112

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 proposals, RFP, and/or quotes;
- c. Immediate termination of any contract held by the individual and/or firm for cause.

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.