



Charlotte County Sheriff's Office  
Bureau of Detention

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Notice of Request for Proposals  
(RFP) For  
Inmate Technology Services

**RFP#23-001**

Proposal Responses  
Due: 4:00 PM (EST)  
September 29, 2023

Charlotte County  
Sheriff's Office  
Bureau of Detention  
26601 Airport Rd  
Punta Gorda, FL 33982

RFP Contact:  
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Punta Gorda, FL 33982

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**RFP EXHIBITS:**

- EXHIBIT A – PROPOSAL SUBMITTAL LETTER AND RECEIPT OF ADDENDA
- EXHIBIT B – SITE EVALUATION REGISTRATION FORM-TURNED IN BY E-MAIL NO LATER THAN THE DATE SPECIFIED IN THE SCHEDULE OF EVENTS
- EXHIBIT C (Excel Workbook)– MANDATORY REQUIREMENTS
- EXHIBIT D- VENDOR CORE TECHNOLOGIES (RFP Instructions Section 3)
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- VENDOR EXHIBIT 1-IMPLEMENTATION PLANS
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- VENDOR EXHIBIT 5-VENDOR DOCUMENTATION
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- VENDOR EXHIBIT 9-SYSTEM REPORT AND FILE SAMPLES
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## 1. INTRODUCTION

### A. Statement of Purpose

1. The Charlotte County Sheriff's Office Bureau of Detention ("CCSO") invites responses to this Request for Proposal (RFP) from qualified, experienced Vendors who can provide a comprehensive, reliable inmate communications solution including inmate telephone, video visitation and correctional-grade tablet services which meet the requirements described in this RFP at the following facility.

Charlotte County Jail  
26601 Airport Rd  
Punta Gorda, FL 33982

2. Details about the required equipment and inmate population of the Facility can be found in the **Exhibit C, (Facility Specifications)**. CCSO is seeking an experienced Vendor to provide, install and maintain various inmate communication solutions inclusive of an inmate and visitation telephone system (ITS), video visitation solution (VVS), correctional-grade tablets (Tablets) with educations, and other additional technology as the Facility covered in this RFP. Vendor shall provide all inmate communication services in accordance with the requirements and provisions set forth in this RFP listed in **Exhibit C, (Facility Specifications)**.
3. Vendors who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions contained in this RFP.

### B. Synonymous Terms

1. As used throughout this proposal and its attachments, the following terms are synonymous:
  - a. Supplier, Vendor, Contractor, Provider
  - b. Purchase Order, Contract, Agreement
  - c. Services, Work, Scope, and Project
  - d. Bidder, Offeror, Proposer
2. "The CCSO" and "CCSO" refers to the Charlotte County Sheriff's Office of Charlotte County, Florida.
3. "Charlotte" refers to the Charlotte County Sheriff's Office, the County of Charlotte, Florida and the Sheriff's Office Designated Agent.

### C. Scope of Work

1. A detailed description of the Scope of Work is outlined in **Exhibit C - (General Conditions)**.
2. CCSO requires a turn-key inmate calling solution system (ITS) which shall include, without limitation, collect, direct bill, pre-paid collect, pre-paid minutes, debit, and free calls, telephone visitation calls and inbound voicemail. Vendor shall install and operate all inmate and visitation telephones, and related equipment. Vendor shall, without cost to CCSO, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international-collect, direct bill, pre- paid collect, pre-paid minutes, debit, or free calls, complete telephone visitation calls and receive voicemail messages at the Facility.
3. CCSO requires a turn-key video visitation solution (VVS) which shall include, without limitation, automated scheduling software for completion of video visitation visits. Vendor shall install and operate all video visitation stations and related equipment. Vendor shall, without cost to CCSO, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete onsite video visitation, remote video visitation, and traditional telephone visitation with inmates at the Facility.
4. CCSO is seeking a correctional-grade mobile device/tablet solution (Tablets) at no cost the CCSO. The Tablets shall, at a minimum, have the capability to access various applications including electronic messaging, education,

instructional material, entertainment, media, inmate requests, medical requests, grievances, and commissary ordering. CCSO reserves the right to add an ITS and/or VVS application to the Tablets.

**D. Vendor Minimum Qualifications**

Vendor's Company shall have a minimum of 8 years in providing inmate communication services to State, County and City jail facilities that have a minimum average daily population of 500 and total jail capacity of 1000.

**E. Awarded Contractor Requirements**

**1. Contract Term**

CCSO intends to award a 5-year Contract ("Initial Term") with the option to renew for 2 additional 1-year terms or on a month-to-month basis. All terms and conditions, requirements and specifications of the Contract shall remain the same and apply during any renewal terms. The Agreement shall not automatically renew.

**2. Insurance**

- a. During the period of the Agreement, Proposer, at its own expense, agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of Florida, and in a standard form approved by the Board of Insurance Commissioners of the State of Florida. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure County and the public from any loss or damage that may arise to any person or property as a result of the services rendered by the Proposer.
- b. Proposer shall provide County with a 30 day advance written notice of cancellation or material changes in said insurance.
- c. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- d. Proposer must have, at a minimum, a \$2,000,000.00 policy for Network Security and Technology Errors & Omissions.
- e. Proposer shall provide County a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show County as an additional insured and shall include a waiver of subrogation:
  - **Automobile Liability:**  
Combined Single Limit (each accident): \$1,000,000.00
  - **General Liability (Including Contractual Liability):**
    - 6.10.5.2.1. Bodily Injury or Death (per person): \$1,000,000.00
    - 6.10.5.2.2. General Aggregate: \$2,000,000.00
  - **Umbrella Liability:**
    - 6.10.5.3.1. Umbrella Form: \$2,000,000.00
    - 6.10.5.4. **Worker's Compensation:** \$1,000,000.00
    - 6.10.5.5. **Professional Liability:** \$1,000,000.00
    - 6.10.5.6. **Network Security** \$2,000,000.00
    - 6.10.5.7. **Technology Errors & Omissions** \$2,000,000.00
- f. County agrees to provide Proposer with reasonable and timely notice on any claim, demand or cause of action made by or brought against the County arising out of the

service provided by Proposer. Proposer shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.

g. Any subcontractors for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Proposer and County and to ensure that County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Agreement.

3. **Prevailing Employment, Wage, & Performance Bond & Payment Bond Requirements**

Proposer is aware of the requirements of Florida Statutes concerning labor in the State of Florida, mostly defined under Title XXXI (Labor), specifically noting the change in law under §448.095(2) effective July 1, 2023. May also include installation of the communications system and equipment. The successful Proposer must produce any applicable bonds within 10 days of contract execution.

4. **AMERICANS WITH DISABILITIES - CCSO does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of CCSO's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation during any aspect of this RFP should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of need.**

5. **EQUAL EMPLOYMENT OPPORTUNITY - In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, CCSO hereby notifies all Providers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request for Proposals and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.**

**F. General Instructions and Information**

1. **Proposal Preparation Costs**

The CCSO shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

2. **Proposal Withdrawal**

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the Vendor may submit another proposal at any time up to the deadline for submitting proposals.

3. **Proposal Amendment**

The CCSO shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the CCSO formally requests such in writing.

4. **Proposal Errors**

Vendors are liable for all errors or omissions contained in their proposals. Vendors shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

5. **Prohibition of Proposer Terms & Conditions**

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the CCSO, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

**6. Assignment and Subcontracting**

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the CCSO. The CCSO must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the CCSO and with prior, written approval from the CCSO.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed. Contractor shall require each of its subcontractors of any tier to adhere to Florida's employment, wage, and carry the aforementioned bond coverage, or Contractor may insure subcontractors under its own policy and employment certification.

**7. Independent Price Determination**

A proposal shall be disqualified and rejected by the CCSO if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a CCSO employee, or any Competitor.

**8. Licensure**

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The CCSO may require any or all Proposers to submit evidence of proper licensure.

**G. RFP Amendment and Cancellation**

1. The CCSO reserves the unilateral right, at any time, to amend any portion of this RFP in the form of an addendum or amendment.
2. If an amendment is issued it shall be updated on the CCSO webpage [ccso.org/news/rfp.cfm](http://ccso.org/news/rfp.cfm). Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.
3. CCSO reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process.
4. CCSO reserves the right to not award an agreement pursuant to this RFP.
5. Vendor's submission of a proposal shall not bestow any rights upon Vendor nor obligate CCSO in any manner.

**H. Right of Rejection**

1. The CCSO reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
2. Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and CCSO laws and regulations. The CCSO may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
3. The CCSO reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the CCSO. Where the CCSO waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the CCSO may hold any Proposer to strict compliance with the RFP.

**I. Disclosure of Proposal Contents**

1. All proposals become the property of the CCSO, which is a public agency subject to the disclosure requirements of the Florida Public Records Law (Florida Statute 112). Florida's Public Records Law contains limited exemptions. If you contend that any documents are confidential or proprietary material and exempt from disclosure, these documents shall be clearly marked

"Exempt from public record" along with the legal reason for such exemption. Proposer shall defend, indemnify and hold the CCSO harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial of a public records request. If Proposer does not respond to a request for exemption information within five (5) days, the CCSO may disclose the requested information.

2. Vendor shall not intentionally mark any portion of its proposal as "proprietary" or "confidential" that it does not have a good faith belief to be proprietary or confidential or in any other way to attempt to prohibit compliance with public record disclosure requirements.
3. Should Vendor's information, which is marked as "proprietary" or "confidential" be requested as part of a public information act request, CCSO may notify Vendor in writing before such information is released as required by the applicable law. Vendor agrees, at its expense, to defend and hold harmless CCSO from claims involving infringement of any intellectual property.
4. Pursuant to Section 119.0701, Florida Statutes, to the extent Provider is performing services on behalf of CCSO, successful Provider must:
  - a) Keep and maintain public records required by the public agency to perform the service. Information and data managed as part of the services may be public record in accordance with Chapter 119, Florida Statutes, and/or CCSO policies. Provider agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by CCSO, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, retention schedules, and CCSO policies including but not limited to Section 119.0701, Florida Statutes.
  - b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract term if the successful Provider does not transfer the records to the public agency.
  - d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the successful Provider transfers all public records to CCSO upon completion of the contract, the successful Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Provider keeps and maintains public records upon completion of the contract, the successful Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CCSO, upon request from CCSO's custodian of public records, in a format that is compatible with the information technology systems of CCSO.

**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 RECORDS CUSTODIAN CHARLOTTE COUNTY SHERIFF'S OFFICE 7474 UTILITIES ROAD, PUNTA GORDA 33982, [Records@ccsofl.net](mailto:Records@ccsofl.net), 941-575-5251**



5. Pursuant to Section 119.071(3), Florida Statutes, the following records (hereinafter referred to collectively as the “Confidential Security Records”) are confidential and exempt from the disclosure requirements of Section 119.07(1), Florida Statutes:

a) A Security System Plan or portion thereof for any property owned by or leased to CCSO or any privately owned or leased property held by CCSO.

b) Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by CCSO.

Provider agrees that, as provided by the Florida Statutes, it shall not, as a result of a public records request, or for other reason, disclose the contents of, or release or provide copies of, the Confidential Security Records to any other party absent the express written authorization of CCSO. To the extent Provider receives a request for such records.

#### **J. Acceptance Period**

1. Vendor’s submission of a proposal indicates Vendor agrees the proposal will remain valid for a minimum of 120 days from the Proposal Due Date (“Acceptance Period”). A proposal requesting less than 120 days may be rejected. Vendor may specify a longer Acceptance Period.
2. If Vendor’s Proposal is accepted within the Acceptance Period, Vendor agrees to furnish any or all items or services as negotiated, and under the terms and conditions specified in this RFP, its amendments(s) and/or addenda and Agreement.
3. CCSO shall create an Agreement resulting from all RFP requirements, which additionally shall incorporate **Exhibit c - Mandatory Requirements**, and **Vendor's RFP response**. The terms are subject to further negotiation and approval before CCSO may be legally bound thereby. If satisfactory negotiations with the selected Vendor cannot be negotiated in a reasonable time, CCSO, in its sole discretion, may begin Agreement negotiations with the next Vendor. The awarded Vendor shall not unduly delay negotiations or execution of an Agreement. Vendor is expected to respond promptly to CCSO's requests.

## 2 . PROPOSAL INSTRUCTIONS, RFP FORMAT, CONTENT AND SUBMISSION

### A. RFP Schedule of Events

1. The following RFP Schedule of Events represents the CCSO's best estimate of the schedule of events ("Schedule of Events"). CCSO reserves the right to revise the Schedule of Events. Unless otherwise specified, the times of day for the following events shall occur between 8:00 a.m. and 4:00 p.m. Eastern Standard Time.
2. The CCSO reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.
3. Notification of any adjustment to the Schedule of Events shall be provided to all Proposers.

**Schedule of Events**

<b>Event</b>	<b>Date</b>
Release of the RFP	7/28/23
Deadline for Site Evaluation Registration Forms	8/04/23
Mandatory Site Evaluation	8/18/23@ 9:00 AM EST
Deadline for Written Questions from Vendors	9/1/23
Dissemination of Answers to Written Questions	9/15/23
Proposal Due Date	9/29/23
Vendor Technology Demonstrations (At CCSO's Discretion)	TBD

### B. Mandatory Site Evaluation

1. CCSO requires Proposer attend the site evaluation on the date and time specified in the Schedule of Events. It's mandatory for Proposer to attend the site evaluation to submit a proposal. The Mandatory Site Evaluation held at the address shown below:

Charlotte County Jail  
Training Center  
26601 Airport Rd  
Punta Gorda, FL 33982

2. To attend the site evaluation, Proposer must complete and email **Exhibit D -Site Evaluation Registration Form** to the RFP Coordinator by electronic mail to [nauger@ccsofl.net](mailto:nauger@ccsofl.net) before the date and time specified in the [Schedule of Events](#). Each Vendor will be limited to 2 representatives at the site evaluation. The Site Evaluation Form must be completed and returned in order for the vendor to attend the mandatory site visit. This will be the only time available for Vendor to visit the Facility during the RFP process.
3. Oral responses to questions during the site evaluation shall be considered nonbinding on CCSO.
4. All questions must be submitted in writing by electronic mail to the RFP Coordinator [in](#) by the deadline noted in the Schedule of Events above to be considered.

### C. Required Submittals, Order & Format:

Vendor shall follow the below order when submitting their proposal:

- a. The submittals requested should be included with the proposal response. Failure to include required Exhibits may be cause for rejection of your proposal. The following are required for your proposal to be considered and are listed in the table below. Vendor must completely respond to all requests for information and forms contained in this RFP to be considered for award. Brochures and advertisements will be considered an incomplete reply to requests for information. Vendor is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by CCSO may be rejected without notification.

- b. The original RFP text, as well as any appendices, amendments, addenda or other correspondence related to this RFP may not be manually, electronically or otherwise altered by Vendor. Any Vendor proposal containing altered, deleted or additional non-original RFP text may be disqualified.
- c. Seven (7) binded copies of the proposals shall be prepared on standard 8 1/2" x 11 paper with each section and page numbered as well as addressed in a Table of Contents and one (1) electronic copy on a USB drive.
- d. All information contained in Vendor's proposal must be relevant to a section or numbered item of this RFP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.
- e. Photographs, graphics, tables and other visual aids included as part of any page-limited section, such as Vendor's proposal, are counted against the maximum page limit.
- f. Vendor may include complete client lists or general vendor information in the final attachment "Other Vendor Brochures/Documents" but must adhere to the page limit.
- g. Vendor's proposal shall contain the items listed in this Section and must conform to the page limits specified. If page limits are exceeded in any section CCSO reserves the right to deem the extraneous pages as non-compliant and those pages will not be evaluated. Page limits are listed below:

Item	Maximum Page Limit
<b>TABLE OF CONTENTS</b>	3
<b>EXHIBIT A- PROPOSAL SUBMITTAL</b>	2
<b>EXHIBIT B- SITE EVALUATION REGISTRATION FORM</b>	1
<b>EXHIBIT C- MANDATORY REQUIREMENTS, Sections D through M</b> including all subsections and numbered items.	No page limit
<b>VENDOR TECHNICAL PROPOSAL – Sections 3 through 5</b> of the Main RFP document including all subsections and numbered items: <b>EXHIBIT D- CORE TECHNOLOGIES-INMATE COMMUNICATION SERVICES (Section 3),</b> <b>EXHIBIT E- SERVICE (Section 4),</b> <b>EXHIBIT F- FINANCIAL TRANSPARENCY (Section 5), and</b> <b>EXHIBIT G- VENDOR INFORMATION (Section 6).</b>	150
<b>EXHIBIT H- EXCEPTIONS TO AGREEMENT</b>	No page limit
<b>EXHIBIT I- CURRENT VENDOR 6-MONTH REPORTING</b>	No page limit provided
<b>EXHIBIT J- NON CONFLICT OF INTEREST STATEMENT</b>	1
<b>EXHIBIT K- CURRENT ITS AND VVS VENDOR CONTRACTS</b>	45
<b>VENDOR EXHIBITS</b>	
<b>Exhibit 1:</b> Implementation Plan	8
<b>Exhibit 2:</b> Disaster Recovery Plan	4
<b>Exhibit 3:</b> Service Escalation Matrix	2
<b>Exhibit 4:</b> Maintenance Policies/Procedures	10
<b>Exhibit 5:</b> Vendor Documentation	No page limit
<b>Exhibit 6:</b> Vendor Financial Statements	No page limit
<b>Exhibit 7:</b> Vendor Personnel & Resumes	2 pages per resume

<b>Exhibit 8:</b> Customer References	2
<b>Exhibit 9:</b> System Report and File Samples	14
<b>Exhibit 10:</b> Equipment Specification Sheets	10
<b>Exhibit 11:</b> Sample Training Plan and User Documentation	14
<b>Exhibit 12:</b> Additional Technology Documentation	20
<b>Exhibit 13:</b> Other Vendor Brochures/Documents	10

- Failure to follow the instructions in this RFP may, at CCSO’s sole discretion, result in the rejection of Vendor’s proposal.

h. **Final Agreement.** CCSO shall create an Agreement resulting from this RFP that shall incorporate **Exhibit C - Mandatory Requirements**, and **Vendor’s RFP Response (“Agreement”)**.

**D. Submitting Proposals**

The required method of submitting your proposal is seven (7) binded hard copies and one (1) electronic copy via USB drive.

It is the sole responsibility of the Proposer to ensure their proposal reaches the RFP Coordinator before the closing date and time.

Late proposals shall not be accepted nor shall additional time be granted to any potential Bidder/Offeror.

Vendor may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. CCSO will not accept any modifications to Vendor’s proposal after the Proposal Due Date except in connection with a requested Best and Final Offer.

Vendor may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date specified in the RFP.

Vendor is responsible for all errors or omissions contained in its proposal.

**E. Addenda**

Any additional information not included in this solicitation which the CCSO finds necessary and material to responding to the RFP will be posted as an addendum on the Sheriff’s website, [ccso.org/news/rfp.cfm](http://ccso.org/news/rfp.cfm). It is the sole responsibility of the Proposer to check the website for Addendums. Proposers must acknowledge receipt of Addendums by completing the respective section on the Proposal Submittal Form. Answers to questions submitted shall be considered addenda to the solicitation documents.

**F. Proposal Due Date**

Proposals shall be submitted no later than the Proposal Due Date detailed in the [Schedule of Events](#). Vendors shall respond to the written RFP and any exhibits, attachments, or amendments. A Vendor's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted, nor shall additional time be granted to any potential Vendor.

**G. Communication Regarding the RFP**

1. Upon release of this RFP, all Vendor communications concerning this RFP must be directed to the RFP Coordinator(s) named below. Unauthorized contact regarding the RFP with other CCSO employees may result in disqualification.

2. Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted through the question and answer section no later than the Deadline for Written Questions from Vendors date noted above in the [Schedule of Events](#).
3. Any questions and/or comments submitted after the due date may not be answered by CCSO.
4. CCSO shall deliver the answers to the questions received on or before the date specified in the [Schedule of Events - Deadline for Written Questions from Vendors](#).
5. The RFP Coordinator will communicate via website, [ccso.org/news/rfp.cfm](http://ccso.org/news/rfp.cfm), all information, addenda and/or notice related to the RFP excluding Exhibit D Site Evaluation Form. The CCSO is not responsible for failure of the prospective Bidders/Offerors to check for any RFP updates, changes, or answers to questions from the RFP Coordinator that are sent during the RFP process. Failure to periodically check the website for updates from the RFP Coordinator(s) is at Vendors sole risk.
6. Only written communication executed by CCSO in the form of an amendment or addendum shall be considered binding. Any oral communications shall be considered unofficial and nonbinding on the CCSO.
7. Any irregularities or lack of clarity in the RFP should be brought to the attention of the CCSO for correction or clarification during the question-and-answer period.

#### H. RFP Coordinator

The following RFP Coordinator shall be the main point of contact for this RFP:

Nikki Auger  
nauger@ccsofl.net  
(941) 833-6309  
Bureau Administrative Assistant  
26601 Airport Rd.  
Punta Gorda, FL 33982

## 2.B. PROPOSAL EVALUATION & SELECTION

### I. Evaluation Factors

1. CCSO shall conduct a comprehensive evaluation of all proposals.
2. Proposals will be evaluated by CCSO's evaluation committee who shall review, evaluate and verify information submitted by Vendor in accordance with [Subsection J - Evaluation Criteria below](#) and the process as outlined in this section.
3. Each Vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by Vendor.
4. The top three ranking Vendors (based off preliminary review of the Considered Items outlined in Section J – Evaluation Criteria) may be asked to conduct an oral presentation and/or technology demonstration to verify or expand on Vendor's proposal and/or proposed technology at a date and time to be determined by CCSO. Vendor's technology to be demonstrated will be at the discretion of the CCSO. During the demonstrations, other counties may be present.
5. CCSO expressly reserves the right to accept or reject any or all proposals, with or without cause. CCSO may modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of technology, revenue share offered and other evaluation factors set forth in [Subsection J - Evaluation Criteria below](#). CCSO may choose to award an Agreement to the next most qualified Vendor if the successful Vendor does not execute an Agreement within 60 days after the award of the Agreement.

**J. Evaluation Criteria**

Considered Items	Weight Amount
<b>Core Technologies (Main RFP, Section 3):</b> Inmate Communication Services (ITS, VVS, and Tablets) Platform, Standards, Deliverables & Reporting, Equipment & Installation Requirements, Technology Features & User Application Specifications, Security Features, Monitoring, Recording & Data Requirements, Additional Technology	<b>25%</b>
<b>Service (Main RFP, Section 4):</b> Disaster Recovery, Customer Service, Maintenance	<b>20%</b>
<b>Financial Transparency (Main RFP, Section 5):</b> Validation, Available Options, End-User Payment Options	<b>10%</b>
<b>Vendor Information (Main RFP, Section 6):</b> General Company Information, Vendor Documentation, Personnel & Resumes, Experience, References, Contractor Requirements	<b>5%</b>
<b>Compliance with Exhibit C Mandatory Requirements</b>	<b>15%</b>
<b>Qualitative Analysis of the Mix of Revenue Sources</b> Assessment of the sources and composition of the revenue proposal	<b>10%</b>
<b>Revenue Proposal</b> Quantitative Assessment of Rates, Fees, & Revenue Share	<b>5%</b>
<b>Technology Presentation/Demonstration:</b> CCSO reserves the right to require an oral presentation or technology demonstration to verify or expand on Vendor's proposal. The top 3 highest ranking Vendors will be invited with scheduling at the discretion of the CCSO.	<b>10%</b>
<b>TOTAL</b>	<b>100%</b>

**K. Best and Final Offer**

1. CCSO may, at its discretion, request a Best and Final Offer (BAFO) from selected Vendor(s). A BAFO allows Vendor an opportunity to clarify or supplement its original proposal. Vendor(s) selected will be contacted in writing by CCSO requesting the submission of Vendor's BAFO. The BAFO will be in the form of an addendum to this RFP and Vendor's submitted proposal.
2. The BAFO is not a part of the weighted evaluation criteria outlined in [Subsection J - Evaluation Criteria](#).

**L. Negotiation of Proposal**

1. CCSO reserves the right to conduct negotiations from the proposals received ahead of award or to award an Agreement without negotiations. If such negotiations are conducted, the following conditions shall apply:
  - a. Negotiations will only be conducted with selected Vendor(s) after the evaluation of proposals.
  - b. Vendor's proposal may be subject to negotiation and revision. Vendor may be required to submit additional data or clarification.
  - c. CCSO may direct its Designated Agent to conduct negotiations on its behalf.
  - d. Any changes agreed upon during negotiations may become part of the Agreement.
  - e. If CCSO is unable to come to terms with the selected Vendor, discussions shall

be terminated and negotiations will begin with the next highest scoring Vendor.

#### **M. Proposal Selection**

1. Vendor with the highest revenue share offer is not guaranteed award of an Agreement.
2. CCSO reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Vendor's proposal.
3. CCSO reserves the right to review Vendor's contracts with its subcontractors to ascertain whether Vendor has the necessary operational systems in place to fulfill the requirements of this RFP.
4. CCSO reserves the right to request clarification from specific Vendors during the evaluation of proposals. Such clarification is intended to assist CCSO in scoring or awarding an Agreement that is most advantageous to CCSO.
5. CCSO reserves the right, in its sole judgment, to accept the proposal which is determined by CCSO to be the best proposal resulting from this RFP, with or without negotiation and/or a BAFO.
6. CCSO expressly reserves the right to accept or reject any or all proposals, modifications, or alterations or waive any technicalities or provisions, with or without cause.
7. CCSO reserves the right to award an Agreement to the next most qualified Vendor if the awarded Vendor does not furnish all items and services required in this RFP, its amendment(s) and/or addenda and negotiated Agreement.
8. Proposals that do not meet the requirements set forth in the RFP, its amendment(s) and/or addenda may be considered non-compliant and/or Vendor considered non-responsive, and may result in disqualification. CCSO may also reject Vendor's proposal for any of, but not be limited to, the following reasons:
  - a. Missing or incomplete information.
  - b. Failure to adhere to the proposal instructions, format or other requirements for submitting a proposal.
  - c. Evidence of collusion with or among other Vendors submitting a proposal.
  - d. Inappropriate contact of CCSO's employees or any employee at the Facilities regarding this RFP during the RFP process by Vendor may result in CCSO's rejection of Vendor's proposal.
  - e. Incorrect or contradictory information and/or false statements included in Vendor's proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.

#### **N. Final Decision**

CCSO shall make the final selection of the awarded Vendor. Each Vendor that submitted a proposal will receive written notification of CCSO's final decision.



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**VENDOR TECHNICAL PROPOSAL**

**3. CORE TECHNOLOGIES – INMATE COMMUNICATION SERVICES**

**3.1 Standards**

- 3.1.1 Inmate telephone, video visitation, and tablet services are to be provided and shall comply with all applicable Federal Communication Commission (FCC) or other regulatory requirements relating to inmate communication services in correctional facilities.
- 3.1.2 Vendor shall ensure that the inmate communication services it offers meet the mandatory requirements found in **Exhibit C – Mandatory Requirements**

**3.2 Deliverables & Reporting**

**3.2.1 Revenue Share, Payment, and Reporting**

- 3.2.1.1 Specific mandatory Revenue Share, Payment, and Reporting requirements are outlined in **Exhibit C, (General Conditions).**

**3.2.2 Rate Requirements**

- 3.2.2.1 Specific mandatory rate requirements are outlined in **Exhibit C, Section, (General Conditions).**
- 3.2.2.2 Vendor must agree to provide the required calling rates, video visitation rates, Tablet rates and all related fees specified in **Exhibit C, (Rates, Fees, and Revenue Share)** and must be in compliance with Florida laws and applicable regulations.

**3.2.3 Reconciliation**

- 3.2.3.1 From the Effective Date of the Agreement and for a period of 1 year after the termination of the Agreement, upon 10 business day's written notice, CCSO shall have the right to examine and/or reconcile Vendor's information (records, data, revenue share records) pertaining to any and all services provided under the Agreement.
- 3.2.3.2 CCSO requires Vendor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which revenue share payments can be determined. The records shall include all CDRs, EMI billing files, pre-paid minute sales and associated invoices, debit usage reports and associated invoices and revenue share reports during the term of the Agreement.
- 3.2.3.3 CCSO reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of CCSO's sole choice.

**3.2.4 User Billing and Payments**

- 3.2.4.1 Specific mandatory requirements related to Pre-paid/Debit Application, End-User Payment Options, and Vendor Retention of End-user Account Information are outline in **Exhibit C, (User Billing & Payments).**
- 3.2.4.2 Vendor shall specify the revenue share in **Exhibit C, (Rates, Fees, and Revenue Share).**

**3.3 Equipment and Installation Requirements**

- 3.3.1 Mandatory Equipment and Installation requirements applicable to all systems are outlined in Exhibit C, **Section G (General Installation Requirements).**
- 3.3.2 Vendor shall submit a preliminary implementation plan which shall include a proposed installation schedule for the Facilities for ITS, VVS and Tablets and attach as **Vendor Exhibit 1 - Implementation Plan** as outlined in **Subsection C. Required Submittals, Order & Format** in Section 2.A. of this Main RFP.
- 3.3.3 **ITS**
  - 3.3.3.1. Specific mandatory ITS Equipment and Installation requirements are outlined in **Exhibit C, (ITS Requirements).**
  - 3.3.3.2. Vendor shall supply details of Vendor's proposed, ITS which shall include, but

not be limited to system version (if Vendor uses multiple ITS versions and/or releases), technical specifications, software applications, hardware architecture and networking capabilities.

3.3.3.3. Vendor shall include a description, as well as images, of the inmate and visitation telephone sets, TDD and/or video relay service units, and cart/portable sets proposed for installation at the Facilities.

### 3.3.4. VVS

3.3.4.1. Specific mandatory VVS Equipment and Installation requirements are outlined in **Exhibit C, (VVS Requirements)**.

3.3.4.2. Vendor shall supply details of Vendor's proposed VVS that shall include, but not be limited to hardware components, operating system, default applications, power options, proposed cabling, and bandwidth parameters.

3.3.4.3. Vendor shall include a diagram demonstrating the proposed VVS solution.

3.3.4.4. Vendor shall include a description, as well as images, of the proposed video visitation stations (inmate, visitor and mobile) proposed for installation at the Facilities.

### 3.3.5. Tablets

3.3.5.1. Specific mandatory Tablet Equipment and System requirements are outlined in **-Exhibit C, (Tablet Requirements)**

3.3.5.2. Vendor shall describe in detail its proposed Tablet solution, including security for the corrections industry, tablet size and weight, screen size and resolution, storage and memory capacity, buttons/functions, battery specifications, playback hours per charge, and charging options.

3.3.5.3. Vendor shall include a diagram demonstrating the Tablet solution, which also includes how security is demonstrated for third-party applications.

3.3.5.4. Vendor shall include a list of accessories (keyboard, earbuds, etc.), if any, that are available for use with the proposed Tablets to be sold via commissary at the CCSO's discretion. Include a brief description and the cost associated with each Tablet accessory.

3.3.5.5. Vendor shall specify the type of casing provided with the Tablets

3.3.5.6. Vendor shall specify if the speakers on the Tablets can be disabled/enabled at by CCSO without the requirement of Vendor's involvement.

3.3.5.7. Vendor shall indicate how Tablets work for hearing impaired inmates.

## 3.4 Technology Features & User Applications

### 3.4.1. ITS

3.4.1.1. Mandatory ITS and User Application Specifications are outlined in **Exhibit C, (ITS Requirements)**.

3.4.1.2. Vendor shall specify if the number of free calls is assigned globally or if the number of free calls can be assigned to the inmate.

3.4.1.3. Vendor shall provide information on any security configurations available within the ITS to prevent fraud relative to automated phone trees (e.g. inmates pressing digits and getting to a live operator).

3.4.1.4. Vendor shall provide detailed information on the frequency Vendor performs remote diagnostics and troubleshooting processes which shall include failure reports, alarms, service alarms, service history and other steps taken to document and remedy any issues.

3.4.1.5. Vendor must indicate how the TDD works with the proposed ITS.

3.4.1.6. Vendor shall specify how TDD calls can be recorded and monitored via the ITS.

3.4.1.7. Vendor shall describe how TDD calls are billed (if applicable).

- 3.4.1.8. Vendor shall detail how call controls configured in the ITS are preserved for calls placed using the TDD (e.g. blocked telephone numbers).
- 3.4.1.9. Vendor shall provide details relative to the proposed VRS solution for the Facility.
- 3.4.1.10. Vendor shall indicate whether VRS calls/sessions can be recorded and monitored and if recordings are accessed for playback via the ITS.
- 3.4.1.11. Vendor shall indicate whether VRS is provided as stand-alone equipment or integrated /application on the proposed Tablets and/or VVS.
- 3.4.1.12. Vendor shall detail how controls configured in the ITS, VVS or Tablets are preserved for VRS calls/inmates (e.g. inmate access to VRS calls, branding, blocked telephone numbers).

3.4.2. **VVS**

- 3.4.2.1. Mandatory VVS features, functionalities, and user applications are found in **Exhibit C, (VVS System Requirements)**.
- 3.4.2.2. Vendor shall detail any unique or distinctive features regarding the proposed VVS, including the capability for the inmate to initiate video visitation sessions.
- 3.4.2.3. Vendor shall indicate if the proposed VVS has the capability for the inmate and/or visitor background to be blurred out.
- 3.4.2.4. If Vendor does not have the capability to blur out the background of video visitations sessions, provide information on Vendor's research and development progress.

3.4.3. **Tablets**

- 3.4.3.1. Mandatory Tablet features, functionalities, and user applications are found in **Exhibit C, (Tablet Requirements)**.
- 3.4.3.2. Vendor shall detail any unique or distinctive features regarding the proposed Tablets, including all available options for inmates to access the Tablets (e.g. assigned model compared to a shared model).
- 3.4.3.3. Vendor shall describe how data associated with usage on the Tablets is stored.
- 3.4.3.4. Vendor shall describe the education learning management system proposed for the Tablets.
  - 3.4.3.4.1. Describe the education model Vendor uses to deliver education to inmates on the Tablets (i.e. self-guided/exploratory vs. progress/completion-oriented).
  - 3.4.3.4.2. Provide a list of all available education topics, courses, types of media used (i.e. videos, written material), list of third-party content providers, and options available to inmates for accessing/engaging in education and learning.
  - 3.4.3.4.3. Describe how inmates earn credits through the education application.
  - 3.4.3.4.4. Specify the capability to support college courses, high school equivalency courses, GED preparation and testing, personal development content (i.e. life skills, job readiness, computer skills, financial literacy, etc.), mental health and substance abuse recovery/treatment programs.
  - 3.4.3.4.5. Specify the capability/options for content creation and capability to host the CCSO's current education programs or materials.
  - 3.4.3.4.6. Detail the process for converting available content to the Tablets.
  - 3.4.3.4.7. Vendor shall explain its capability to transition educational progress for CCSO offenders from the existing platform to Vendor's proposed learning management system.

### 3.5 Security Features

#### 3.5.1 ITS

3.5.1.1 Mandatory ITS Security Features requirements are outlined in **Exhibit C, (ITS Requirements)**.

#### 3.5.2 VVS

3.5.2.1 Mandatory VVS Registration Security Features requirements are outlined in **Exhibit C, (VVS Requirements)**.

#### 3.5.3 Tablets

3.5.3.1 Mandatory Tablet Security Features requirements are outlined in **Exhibit C, (Tablet Requirements)**.

3.5.3.2 Vendor shall detail its security and installation approach to ensure inmates cannot access an external wireless network. Please include information and a diagram regarding how security is achieved for third party applications.

### 3.6 Monitoring, Recording, and Data Requirements

3.6.1 Vendor shall provide detailed information on its data storage locations, data redundancy practices, and the processes used when copying and storing all data.

#### 3.6.2 ITS

3.6.2.1 Mandatory Monitoring, Recording and Data Requirements are outlined in **Exhibit C, (ITS Requirements)**.

#### 3.6.3 VVS

3.6.3.1 Mandatory Monitoring, Recording and Data Requirements are outlined in **Exhibit C, (VVS Requirements)**.

3.6.3.2 Vendor shall include detailed information on the VVS alert application. The description shall include, at a minimum, the types of alerts available (cell phone, SMS text, email).

3.6.3.3 Vendor shall indicate whether the user can customize the view for playback of video visitations (live or recorded) and/or add comments to the video visitation recording.

#### 3.6.4 Tablets

3.6.4.1 Mandatory Monitoring, Recording and Data Requirements are outlined in the Tablet Security and User Application subsections in **Exhibit C, (Tablet Requirements)**.

3.6.4.2 Vendor shall include detailed information on the available methods for monitoring and reviewing Tablet usage. This shall also include, at a minimum, the types of available alerts and approval process for messaging and photos or other available messaging between inmates and the public.

### 3.7 Additional Technology (Required)

3.7.1 CCSO is seeking to implement the following additional technology, which is required to be included as a part of the Vendor's proposal offering at no cost to CCSO.

3.7.2 Offsite Inmate Mail Processing Solution (Offsite Processing Only): Vendor shall provide an overview of its inmate mail processing solution for inmates postal/paper mail to be processed offsite and converted to digital copies that can be delivered to inmates on Tablets. Mandatory Offsite Inmate Mail Processing requirements are outlined in **Exhibit C, (Additional Technology Requirements)**.

3.7.2.1 Vendor shall describe its digital mail user application and capabilities.

3.7.2.2 Vendor shall indicate what options are available for handling physical paper mail once it has been scanned/loaded to Vendor's digital mail platform for delivery to the Facility.

3.7.2.2.1 Indicate how long physical inmate mail is stored.

- 3.7.2.2.2 Indicate if inmates have the option to request physical mail once they are released from the Facility.
- 3.7.2.3 Vendor shall indicate if the digital mail user application/solution has Keyword search capabilities.
- 3.7.2.4 Detail the specific process that occurs when inmate paper mail arrives at Vendor's mail processing center.
- 3.7.2.5 Vendor shall detail the time required from paper mail being postmarked to the time digital copies are available for review/delivery to inmates in digital format. Vendor shall indicate:
  - 3.7.2.5.1 Estimated USPS mail transit times for mail postmarked within CCSO local area as well as when mail postmarked in locations considered long-distance in relation to Vendor's mail processing center; and
  - 3.7.2.5.2 Processing time required from delivery to Vendor's processing center to delivery to Vendor's digital mail application.
- 3.7.2.6 Vendor shall provide the mailing address for its mail processing center where the mail for inmates housed at the CCSO Facility will be sent for processing.

<b>Mailing Address:</b>	
<b>City, State and Zip Code:</b>	
- 3.7.2.7 Vendor shall detail any additional options/services that are available via its proposed mail processing solution.
- 3.7.2.8 Vendor shall outline any rates, fees or costs to inmates and/or the public additional services that are available using Vendor's mail processing solution, as well as any proposed revenue share in **Exhibit C, (Rates, Fees and Revenue Share)**.
- 3.7.2.9 Detail any revenue share offered to costs associated with the onsite digital mail solution in **Exhibit C, (Rates, Fees and Revenue Share)**.

### 3.8 Optional Technology

3.8.1 CCSO is interested in additional optional technology products that can be provided as part of the Vendor's proposal offering for this RFP. CCSO may, at its sole option, elect to implement any proposed Optional Technology throughout the life of the Agreement. If Vendor is interested in providing information for optional technology products and services they should supply information on the following items.

3.8.2 Legal Mail Processing and Legal Communications: Vendor shall provide its Legal Mail Processing solution for processing legal inmate mail and converting it into digital documents that can be delivered to and viewed by inmates on the Tablets with no or minimal requirement(s) of Facility Staff labor or exposure risk. Also, Vendor shall provide the means for inmates and their attorney of record to relay encrypted messages and documents. Inmates shall need the ability to electronically sign the sent documents. Mandatory Legal Mail Processing requirements are outlined in **Exhibit C, (Additional Technology Requirements)**.

- 3.8.2.1 Vendor shall describe its digital legal mail and legal communications user application and capabilities.
  - 3.8.2.2 Detail the process/means utilized to maintain confidentiality with the documents and communication between legal counsel and inmate.
  - 3.8.2.3 Vendor shall provide the date and time only of any of the above-mentioned correspondence for CCSO staff as a record of event.
  - 3.8.2.4 Vendor shall outline any rates, fees or costs associated with the legal mail processing and legal communications solutions, in **Exhibit C, (Rates, Fees and Revenue Share)**.
- 3.8.3 Inmate Communications Administrator: Vendor shall provide a full-time staff member on

site to maintain/repair the inmate communications devices.

3.8.3.1 Inmate Communications Administrator will be subject to CCSO background screening and approval process.

3.8.3.2 Vendor shall outline any rates, fees or costs associated with the Inmate Communications Administrator, in **Exhibit C, (Rates, Fees and Revenue Share)**.

3.8.4. Optional Investigative Tools/Services: Vendor shall provide optional Investigative Tools/Services available by their applications for all devices.

3.8.4.1 Vendor shall outline any rates, fees or costs associated with each Optional Investigative Tools/Services listed, in **Exhibit C, (Rates, Fees and Revenue Share)**.

3.8.5. Optional Technology/Services: Vendor shall provide any optional technology and services that would enhance the effectiveness and efficiency of operations.

3.8.5.1 Vendor shall outline any rates, fees or costs associated with each Optional Technology/Services listed, in **Exhibit C, (Rates, Fees and Revenue Share)**.

3.8.1.1 Provide detailed information on each proposed option or feature, including the functionality/capabilities of each;

3.8.1.2 Include pictures, screenshots, diagrams, etc. of any related hardware and/or software to assist with demonstrating each of the proposed additional technologies or features as **Vendor Exhibit 12 - Additional Technology Documentation**;

## 4 SERVICE

### 4.1 Disaster Recovery Plan

4.1.1 Vendor shall detail its Disaster Recovery Plan (DRP). This plan should provide Vendor processes, policies and procedures relating to the recovery of services and data requirements as specified in this RFP preceding and/or following a natural or human-induced disaster and attach as **Vendor Exhibit 2 – Disaster Recovery Plan**. The DRP shall address Vendor’s recovery processes following a natural or human-induced disaster for the following scenarios:

4.1.1.1 A localized event affecting only Vendor’s facilities, infrastructure, and personnel;

4.1.1.2 A localized event affecting only the CCSO facility, infrastructure, personnel; and

4.1.1.3 A broad geographic event affecting both Vendor and CCSO.

### 4.2 Customer Service

4.2.1 Specific mandatory requirements are outlined in **Exhibit C, (Customer Service)**.

#### 4.2.2 Customer Service Provided to CCSO

4.2.2.1 Vendor shall provide CCSO with the escalation procedures for handling customer support issues including, but not limited to, maintenance, outages and reporting issues for the ITS and VVS. Procedure description shall include the contact names, contact numbers, email addresses and level of authority for the person(s) responsible for escalated issues.

Vendor shall provide the on-site response time, priority levels and escalation schedule for emergency outage/service issues at and/or related to the Facility and attach as **Vendor Exhibit 3 - Service Escalation Matrix** in the order outlined in **Submittals, Order & Format** of this Main RFP.

4.2.2.2 Vendor shall describe its detailed approach to routine and emergency maintenance and attach as **Vendor Exhibit 4 - Maintenance Policies and Procedures**.

4.2.2.3 Vendor shall provide a synopsis of all ITS, VVS and Tablet outages lasting longer than 6 hours in a single day for the past 6 months. Include reason and outcome of the outage.

4.2.2.4 A response indicating this information is confidential and/or proprietary will be considered an exception.

#### 4.2.3 **Customer Service Provided to Public/End Users**

4.2.3.1 Provide information regarding Vendor's processes for handling inmate/end-user service matters for any of the inmate communication services specified in this RFP.

4.2.3.2 Describe procedure(s) for handling inmate/end-user complaints including the contact options available for end-users to request assistance from Vendor;

4.2.3.3 Indicate whether Vendor's customer service center defaults to an Interactive Voice Response (IVR) or a live customer service representative;

4.2.3.4 The hours during which live customer service representatives are available to speak with end- users via telephone;

4.2.3.5 Indicate the average on-hold time to reach a live representative;

4.2.3.6 Describe procedure(s) for handling inmate or end-user refund requests and the timeframe for completing such requests; and

4.2.3.7 Specify the location of Vendor's customer service center(s).

#### 4.3 **Maintenance**

4.3.1 Mandatory equipment and installation requirements applicable to all systems are outlined in **Exhibit C, (General Installation Requirements)**.

### 5 **FINANCIAL TRANSPARENCY**

#### 5.1 **Validation**

##### 5.1.1 **VVS**

5.1.1.1 Specify Vendor's process for restricting visitors for any fraudulent activity or credit card chargebacks.

##### 5.1.2 **Tablets**

5.1.2.1 Specify Vendor's process for capturing any orders for the device, media or communication.

5.1.2.2 Confirm the timeframe for processing inmate orders and making the purchased media or communication available to the inmate.

5.1.2.3 Detail Vendor's process for validating the inmate's available balance at the time of purchase request.

#### 5.2 **Available Options**

##### 5.2.1 **ITS – Calling Options**

5.2.1.1 Vendor must specify its process for maximizing call completion especially for calls that would otherwise be blocked because cell phones and other unbillable issues. Vendor shall also identify the average percentage of calls that fail validation because cell phones and unbillable issues.

5.2.1.2 Relative to prepaid collect, specify the timeframe for a prepaid account to become inactive. Vendor shall state whether the timeframe is configurable.

5.2.1.3 Describe the refund process including how a refund should be requested and the timeframe associated with processing a refund.

5.2.1.4 Specify the minimum amount required on a prepaid collect account to complete a call.

5.2.1.5 Describe in detail what happens when an inmate attempts a call to a prepaid collect account that has insufficient funds.

5.2.1.6 Relative to prepaid cards, specify the process for allowing access to unused funds once an inmate is released.

5.2.1.7 Relative to debit accounts, describe the process for accommodating real-time refunds.

5.2.1.8 Describe billing options available to professional called parties such as

attorneys and bail bondsmen in the event they cannot receive collect calls.

**5.2.2 VVS – Available Applications**

5.2.2.1 Vendor shall specify if additional/external applications, text or information, as approved by CCSO, can be added to the VVS and displayed on the video visitation station(s).

**5.2.3 Tablets – Available Applications**

5.2.3.1 Vendor shall provide a list of all available applications, features and functionalities available on tablets.

**5.3 End-User Payment Options**

5.3.1 Provide a detailed description of all payment/deposit methods and the process for applying payments for the purpose of any of the inmate communication services specified in this RFP.

5.3.2 Describe the process by which end-users can make pre-payments for a specific phone number, prepaid collect account or inmate account for any of the inmate communication services specified in this RFP.

5.3.3 Indicate the timeframe it takes for funds to post and become available for use by the inmate or end-user/visitor.

5.3.4 Describe how taxes and fees are applied to all payments.





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## 6 VENDOR INFORMATION

### 6.1 Vendor Documentation

6.1.1 Vendor shall supply the following information and attach as **Vendor Exhibit 5 - Vendor Documentation** in the order outlined in **Required Submittals, Order & Format** of this RFP document.

6.1.2 **General Company Information.** Vendor shall provide an introduction and general description of Vendor's background, nature of business activities and experience in providing the services addressed by this RFP and if Vendor is the subsidiary of a larger corporation, describe the relationship as well as the extent to which the parent company is financially obligated to uphold the commitments made by Vendor. Vendor shall include the following details:

6.1.2.1 Date organized to provide the proposed work scope.

6.1.2.2 Corporate background and depth of support.

6.1.2.3 Number of employees.

6.1.2.4 Number of years doing business.

6.1.2.5 Describe Vendor's organization and include an organizational chart.

### 6.1.3 Required Documentation

6.1.3.1 Documentation that Vendor is registered to do business in the State of Florida.

6.1.3.2 Documentation that all necessary requirements of the Florida Public Utilities Commission (FPUC) and the Federal Communications Commission (FCC) for the inmate communication services are met.

### 6.2 Vendor Financial Statements-

6.2.1 Vendor shall supply the following information as **Vendor Exhibit 6 – Vendor Financial Statements.**

6.2.1.1 Vendor's current annual financial report and its 2 most recent Dun and Bradstreet or similar reports.

6.2.1.2 If Vendor has operated under a different name, or affiliate, in the past 3 years, provide names, dates, addresses and state where incorporated.

6.2.1.3 If Vendor has participated in an acquisition or merger in the last 6 months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations.

6.2.1.4 A synopsis of any and all inmate communications (ITS, VVS, Tablets) RFP or contract related protests within the last 3 years. Include location and outcome of the protest.

6.2.1.5 A synopsis of any and all litigation(s) within the last 5 years where Vendor or Vendor's ITS, VVS or Tablets was a party. Include venue, style of case and status of litigation.

### 6.3 Vendor Personnel & Resumes

6.3.1 **Key Personnel.** Vendor shall supply resumes for all employees, consultants and subcontractors that will be working under the terms of this RFP and Agreement. All resumes are limited to 2 pages per resume. There is no limit on the number of resumes that the Vendor may submit. Vendor resumes shall include the following information provided as **Vendor Exhibit 7 – Vendor Personnel & Resumes.**

6.3.1.1 Vendor shall provide the names of Vendor's employees, consultants, and subcontractors that will be involved in providing the requirements in this RFP and the Agreement using format of the **Table 1 - Vendor Key Personnel** below.

6.3.1.2 Each shall contain the name, position, qualifications, certifications, years of experience, and educational background information.

- 6.3.1.3 Indicate the amount of time that the individual will devote to work related to the requirements outlined in this RFP. Indicate clearly whether the given response is being expressed in hours per month or a percentage of time per month.
- 6.3.1.4 Each resume is required to have 2 related past performance reference for projects of similar size and complexity where the team member has performed duties similar to the ones that he or she would be responsible for under the terms of this RFP. Vendor must include a contact name, number and email address of someone who has knowledge of the team member’s work for that project.
- 6.3.1.5 List work experience for no more than the last 10 years. List relevant current recent work experience, employers, dates and duties in the last space in reverse chronological order.

**Table 1 - Vendor Key Personnel**

Full Name	Vendor Employee, Consultant or Contractor?	Position & Contract Responsibility	Contact Phone Numbers	Email Address

**6.3.2 Vendor Technicians**

- 6.3.2.1 Vendor shall provide the following information regarding maintenance personnel as **Vendor Exhibit 7 – Vendor Personnel & Resumes**:
- 6.3.2.2 Indicate the number of technicians directly employed by Vendor as well as the number of technicians which will be subcontracted for service at the Facility.
- 6.3.2.3 The names, company, primary physical work location, telephone numbers, and distance from Facility for the technicians who will be maintaining, servicing and performing work under the Agreement shall be provided using the format of **Table 2 - Vendor Technicians** below.
- 6.3.2.4 Vendor shall disclose, with percentages clearly shown, the specific work tasks for the Facility that will be subcontracted and the specific work tasks that will be performed by Vendor employees.
- 6.3.2.5 Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the CCSO for approval before they begin work.

**Table 2 - Vendor Technicians**

Technician Name	Company	Address, City, State	Contact Number	Facility Name and Distance to the Facility in Miles

**6.4 Vendor Experience**

- 6.4.1 Vendor shall indicate what experience it has working with other local governments relative to providing similar services.
- 6.4.2 Indicate how long the Vendor has been in business providing similar services.
- 6.4.3 Provide a list of Agreements not renewed, lost or prematurely cancelled in the last 5 years.
- 6.4.4 If applicable, include the reason for non-renewal and/or cancellation(s) of the Agreement(s). A response indicating this information is confidential and/or proprietary will be considered an exception.
- 6.4.5 Provide a list of clients/agencies who have notified Vendor of unauthorized charges/fees, overbillings or additional commissions owed within the last 3 years and the status of resolution of those claims.
- 6.4.6 A response indicating this information is not monitored, confidential and/or proprietary will be considered an exception.

**6.5 Vendor References**

- 6.5.1 Vendor shall provide 5 client references for Detention Centers where Vendor provides the equipment and services comparable to the requirements in this RFP.
- 6.5.2 CCSO prefers the contact person provided for each of the references be the individual who utilizes Vendor’s software application.
- 6.5.3 References provided must be currently under contract with Vendor and have been operating under that contract for at least 6 months.
- 6.5.4 Vendor shall ensure updated references and accurate contact information is provided.
- 6.5.5 References may be contacted at any time during the RFP process.
- 6.5.6 Using the table found in Using the format in Table 3 - Customer References Format, provide the requested information for each reference and attach as **Vendor Exhibit 8 - Customer References**.

**Table 3 - Customer References  
Format**

<b>Customer Name:</b>	
<b>Contact Person and Title:</b>	
<b>Telephone Number(s):</b>	
<b>Email Address:</b>	
<b>Mailing Address:</b>	
<b>City, State and Zip Code:</b>	
<b>Total Number of Facilities:</b>	
<b>ADP:</b>	
<b>Agreement Effective Date:</b>	
<b>List All Services Provided:</b>	
<b>Total Number of Inmate Phones:</b>	
<b>Total Number Visitation Phones:</b>	
<b>Total Number of VVS stations:</b>	
<b>Total Number of Tablets:</b>	

**7 TERMS AND CONDITIONS**

**A. QUALIFICATIONS/INSPECTION**

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The CCSO reserves the right to inspect the Vendor’s facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Vendor’s ability to perform. The CCSO reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

**B. NON-WAIVER**

The CCSO’s failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the CCSO.

**C. NON-DISCRIMINATION**

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

**D. FEDERAL, STATE, AND LOCAL LAWS**

The successful Vendor must be authorized to transact business in the State of Florida and operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded Vendor to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next qualified, responsive, responsible Vendor.

**E. GOVERNING LAW**

If an award is made, the contract will be made in the County of Charlotte and shall be governed and construed in accordance with the laws of the State of Florida. Any action relating to the contract shall be instituted and prosecuted in the courts of Charlotte County, Florida.

**F. CODE OF ETHICS**

If any provider violates, directly or indirectly, criminal or civil laws related to public procurement and/or contracting, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such provider will be disqualified from eligibility to perform the work described in this RFP, will be disqualified from submitting any future bids or proposals to supply goods or services to CCSO, and could face criminal or civil penalties as

afforded by law.

**G. COLLUSION**

Provider certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Provider from participation in future CCSO solicitations for a specified period. CCSO reserves the right to disqualify a Provider during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Provider. Providers submitting proposals must complete and execute the Conflict of Interest Disclosure Form when submitting a Proposal in response to this RFP.

**H. LOBBYING**

After the issuance of any RFP, no prospective Providers, or their agents, representatives or persons acting at the request of such Provider, shall contact, communicate with, or discuss any matter relating in any way to the solicitation with any CCSO officers, agents, or employees, other than the Sheriff or designee, unless otherwise directed by the Sheriff or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to official presentations. This requirement ends upon final execution of the contract or at the time the RFP is cancelled. Violators of this prohibition, as determined by CCSO, will have their proposals rejected and will not be permitted to participate in the RFP process.

**I. FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Provider, may be rejected. If, in the opinion of CCSO, such information was intended to mislead CCSO in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this RFP, Provider will be disqualified from consideration for this RFP and may be disqualified from submitting a response on future solicitation opportunities with CCSO.

**J. E-VERIFY**

Prior to the employment of any person under any resulting agreement, the successful Provider shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful Provider to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful Provider to perform work pursuant to the Agreement with CCSO. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of Florida) shall have the option to participate in any demonstration created as a result of this RFP. Any contract with another public agency will be independent from this RFP or subsequent contract with CCSO. The CCSO shall incur no financial responsibility in connection with any purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the Vendor.

**K. ADDITIONAL PURCHASES**

Following the award, the CCSO may dispense with separate bidding for additional purchases of like services from the successful Vendor within a three (3) year period from the initial purchase date provided that the Vendor agrees to provide the same services at the same rates and commission percentages and under the same terms and conditions as the previous award.

**L. EXTENSIONS**

The CCSO reserves the right to renew any Agreement for two (2) additional 1-year terms or on a month-to-month basis (not to exceed 12 months). All terms and conditions, requirements and specifications of the Contract shall remain the same and apply during any renewal terms. The Agreement shall not automatically renew.

#### **M. COMPLIANCE**

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the CCSO to cancel the balance of the awarded purchase order and award will be made to the next qualified Vendor. Failure to receive CCSO concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

#### **N. TRADE SECRETS**

All documents, materials, and data submitted as part of a Proposal in response to the Request for Proposals are governed by the disclosure, exemption, and confidentiality provisions contained within the applicable Florida Statutes.

**Notwithstanding any other provision in this RFP, designation of an entire Proposal as trade secret, proprietary, or confidential, is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be considered.**

Once opened, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Proposals vests in CCSO. To the extent that Provider desires to maintain the confidentiality of material that constitutes a "trade secret" pursuant to Chapter 812, Florida Statutes, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret(s). In addition to such segregation, Provider shall cite, for each trade secret claimed, the section of the Florida Statutes which supports the designation. Further, Provider shall offer a brief written explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, Provider shall provide a copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Provider acknowledges and agrees that:

- a) Trade secret requests made after the opening of the Proposal will not be considered. However, CCSO reserves the right to clarify the Provider's request for trade secret at any time; and
- b) CCSO and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
- c) That after notice from CCSO that a public records request has been made for Provider's proposal, Provider at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Provider in response to notice from CCSO shall be taken immediately, but no later than 10 calendar days from the date of notification or Provider will be deemed to have waived the trade secret designation of the materials.
- d) Provider shall indemnify and hold CCSO and its officials, employees, agents, and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Provider, including actions or claims arising from CCSO's non-disclosure of the trade secret materials.

**O. DEFAULT**

In case of default by the awarded Vendor, the CCSO may procure the goods or services from another source and may recover any loss occasioned thereby from the selected Vendor, or by any other legal means available to the CCSO. The CCSO may also ban selected Vendor up to two years from future solicitations for default.

**P. TERMINATION FOR CONVENIENCE**

The CCSO reserves the right, in its best interest as determined by the CCSO, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**Q. CANCELLATION FOR UNAPPROPRIATED FUNDS**

The obligation of the CCSO for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**R. ASSIGNMENT/TRANSFER/SUBCONTRACTING**

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the CCSO. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the CCSO.

**S. F.O.B. POINT**

All prices quoted shall be F.O.B. destination, freight prepaid (Vendor pays and bears freight charges, Vendor owns goods in transit and files any claims), excluding sales tax. The CCSO is exempt from Federal Excise and Transportation taxes.

**T. PROTESTS**

The CCSO encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The CCSO is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

**1) Protest Procedures:**

**All protests** shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to the RFP Coordinator of this solicitation. All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of CCSO employee designated as the RFP Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the Proposer's position;
- g. The form of relief requested.

The contact information for the RFP Coordinator is as follows:

Nikki Auger  
nauger@ccsofl.net  
(941) 833-6309  
Bureau Administrative Assistant  
26601 Airport Rd.  
Punta Gorda, FL 33982

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.



The RFP Coordinator will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The RFP Coordinator's decision is final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

**2) Protest of RFP Specifications/Requirements/Terms & Conditions:**

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the CCSO. Notice shall be provided prior to the closing date and time of the designated "question and answer period" of the RFP noted in the [Schedule of Events - Deadline for Written Questions from Vendors](#).

**3) Notice must be clearly marked "Notice of Protest of Specifications/Requirements/ Terms & Conditions".** No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied, and the protester wishes to continue in the solicitation process, they must still submit a bid/proposal prior to the close of the solicitation.

**4) Protest of Disqualification:**

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "Notice of Disagreement". Companies who fail to do so forfeit all rights in the protest process. It is at the CCSO's discretion at the department level to make final determinations for all disqualified protests.

**5) Protest of Award of Contract:**

In protests related to the award of a contract, the protest must be received by e-mail no later than 4:00 PM Eastern Standard Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked "Notice of Protest of Award of Contract". A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the CCSO has no obligation to delay or otherwise postpone an award of a contract based on a protest.

## CONFLICT OF INTEREST DISCLOSURE FORM

Provider must disclose within its Proposal: the name of any officer, director, or agent who is also an employee of the Charlotte County Sheriff's Office. Furthermore, Provider must disclose the name of any CCSO employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Provider's firm or any of its branches, divisions, or affiliates.

By signing below, Provider confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against CCSO or that will impair or influence the advice or recommendations it provides to CCSO.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of my knowledge, the undersigned firm has no potential conflict of interest for this RFP.

\_\_\_\_\_ The undersigned firm, by execution of this form, submits information which may be a potential conflict of interest for this RFP.

Acknowledged and attested to by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title  
(Print or Type)

\_\_\_\_\_  
Date