

**BOARD OF COUNTY COMMISSIONERS,  
WALTON COUNTY, FLORIDA**

**REQUEST FOR PROPOSAL  
FOR  
INMATE PHONE SYSTEM**



**RFP NO: 08-025**

The Board of County Commissioners, Walton County, Florida (the “County”) invites proposals from companies to provide local and long distance telephone service and equipment for the inmates at the Department of Corrections.

**RFP Deadline: May 20, 2008 no later than 4:00 PM and open immediately thereafter.**

**LATE PROPOSALS RECEIVED AFTER THE AFOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE PURCHASING AGENT’S OFFICE. PROPOSALS OFFERED ARE THE SOLE RESPONSIBILITY OF THE VENDOR FOR ASSURING THAT PROPOSALS ARE RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL PROPOSALS WILL BE ACCEPTED.**

To be considered, Proposer must submit an original and five (5) copies of the RFP in a sealed envelope or package, clearly marked with the Proposer’s name, address, and the words “**INMATE PHONE SYSTEM**” addressed to:

Office of Central Purchasing  
176 Montgomery Circle  
DeFuniak Springs, Florida 32435

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## ***SECTION 1 – INTRODUCTION***

The County desires to enter into a contract with a company that can provide local and long distance telephone service, including a recording and monitoring system and equipment for the inmates at the Department of Corrections.

## ***SECTION 2 – SCOPE OF SERVICES***

### **2.1 EQUIPMENT:**

- The proposed inmate telephone system shall be a turnkey, non-coin telephone system and service.
- The vendor shall provide non-coin, collect call, inmate telephones composed of durable, tamper-resistant equipment suitable for jail environments. Equipment must not contain any removable parts.
- The proposed system must be able to utilize the current personal computers that are available at the Department of Corrections without the need for additional PC's.
- The proposed system shall have the ability, as authorized by the Director, to monitor live or listen to previously recorded calls.
- The proposed system software shall be based on security level and password protected.
- All vendor equipment shall comply with FCC regulations.
- The proposed equipment and system shall be scalable to meet the County's growing needs.
- Vendor equipment shall include a backup power supply.

### **2.2 GENERAL REQUIREMENTS OF PHONE SYSTEM:**

- The system shall be a Web-Browser-based, easy to use application.
- The proposed system shall allow outgoing calls, only.
- The proposed system shall allow inmate calls to be restricted to 15 minutes. County representatives must be able to change this call duration limit by inmate PIN, specific telephone, or group of telephones.
- The users – inmate and called party – shall be notified of limit in advance of the system terminating the call.
- Vendor shall supply one TTY phone to the Department of Corrections.
- The proposed system must require active acceptance by the called party.
- The proposed system shall include user prompts in English and Spanish in addition to other languages that may be requested by the County.
- The vendor will need to have a program that will proactively attempt to set-up an account for individuals who are not able to accept collect calls, enabling families to quickly communicate with incarcerated individuals. Please describe your program.

- Vendor must notify end user when they have reached 75% of its site or personal credit limit and describe process.
- Vendor should have the ability to install a collection kiosk in the facility.

### **2.3 PERSONAL IDENTIFICATION NUMBER (PIN):**

- The proposed system shall utilize Personal Identification Numbers (PIN) for the inmates. Describe your system's use of PINs, including Open PIN, Restricted PIN, and Closed PIN.
- The proposed system shall prevent duplicate PINs.
- Provide information on the minimum and maximum number of digits used in a PIN.
- The County must be able to restrict calls based on the inmate's PIN. This includes call duration, time of day, and destination numbers.
- The proposed system shall provide a method of verifying the inmate's PIN through voice verification to guard against fraudulent PIN use. Provide a detailed description of your solution. List facilities where this feature has been implemented.
- PIN number must be able to integrate with Executive Information Services (EIS).

### **2.4 FRAUD MANAGEMENT:**

- The proposed system shall detect and prevent three-way or conference calls, except for those calls to attorneys or other approved numbers. We understand that there are industry patents in this area. Please provide a description of the process you have deployed on your platform and why you feel the technical approach provide the best 3-way detection solution.
- The proposed system shall prevent the inmate from receiving a second dial tone, or "chain-dialing."
- The proposed system shall detect any extra digits dialed by the inmate after the party has accepted the call. Please describe process.
- The proposed system shall have capability to remotely survey Inmate calls and be able to transfer specific calls in progress to investigators
- The proposed system shall identify each call with the name of the facility and the inmate placing the call.
- The proposed system shall continue to play the brand recording at random intervals throughout the call.
- The proposed system shall guard against "Hook-switch dialing," and other fraudulent activities. Please describe.
- The proposed system shall prevent the inmate from communicating with the called party until the call has been accepted.
- The system shall detect the difference between an accepted call, and an answering machine, busy signal, or other telephone activity. Please describe.

- The proposed system shall allow call blocking of specific numbers by inmate PIN, telephones, or group of telephones.
- The proposed system shall also assign approved calling numbers according to inmate PIN.
- The proposed system shall permit the called party to block all future calls from the correctional facility.

## **2.5 VOICE BIOMETRICS & OTHER INVESTIGATIVE TOOLS;**

- The proposed system shall have the capabilities to provide a voice biometric feature, which will assist in authenticating an individual's identity. Please describe.  
Please describe any alternative biometric features available that can authenticate the inmate without adding or running additional equipment, cable or power.
- The system will need to be equipped with a remote call-forwarding feature for those numbers that are under surveillance by the investigative unit. The feature will need to allow authorized personnel to monitor a call, from any designated remote location, while the call is in progress. The call will need to be automatically re-routed once the call is accepted by the called party and in progress. There can not be any distance barriers to the retrieval process so the remote telephone number can be located within the facility or across the country.
- The inmate calling system will need to be able to interface with the facilities LAN allowing access to all features and tools from existing desktop computers. The system will also need to allow for immediate, real-time live monitoring of calls in progress via either the vendor provided multi-media personal computer workstation or predetermined desktops on the LAN throughout the county, including but not limited to, City Police Department, Sheriff's Office and other locations as determined by the County.
- Please provide any other additional investigative tools, features or creative solutions that might be available to the County.

## **2.6 CALL ACCEPTANCE:**

- The proposed system shall alert the called party of the per-minute cost of the call prior to acceptance.
- The called party must actively accept the call.
- The inmate cannot communicate with the called party until the call has been accepted.
- Billing does not begin until the call is accepted.

## **2.7 SYSTEM SECURITY:**

- The proposed system must be programmed for auto shut-off at times designated by the County.
- The County personnel must be able to manually shut down the system in case of emergency.
- The proposed system shall permit security-level access and password protection to permit only appropriate facility personnel access to the system.
- For security purposes the system must be a centralized non-premise system that will keep all records secure and not require the need to maintain at the facility. Describe your system and how your system will meet this requirement.

## **2.8 REPORTS:**

- The vendor shall supply the capability for the facility to view and track call activity, commission information, and facility service requests from practically any location at any time via a web accessible site.
- The vendor shall supply call detail reports to the County. These reports shall contain a variety of call information and be customizable to suit the County's needs.
- Standard reports should include but not limited to: Frequently Dialed Numbers, 3-Way Call Attempts, and Call Volume by Telephone.
- Vendor shall supply monthly revenue reports.
- Vendor shall attach samples of their call detail and other standard reports.
- Vendor shall provide a secure access to all calling activity within the facility via the internet/web. The hosted site will need to provide an interface that will allow a facility to view call detail reports, check and track a facility commission data, and schedule monthly payments. This system should also allow the facility to open and/or view the status of service tickets.

## **2.9 CALL MONITORING & RECORDING:**

- The proposed system shall maintain 120 days of call recording online.
- Facility personnel must be able to search call recordings by dialed number, date, time, inmate account, or site ID.
- Facility personnel must be able to simultaneously listen to and record conversations.
- Recordings must be backed up for archival. Please describe system utilized.
- The system shall have integrated visitation phone recording capabilities. The County currently does not record visitation stations and new wiring will be required. We currently have 28 visitation stations.

## **2.10 SERVICE & MAINTENANCE:**

- Vendor shall provide 24-hour, toll-free service number.
- Vendor shall address all major service outages within four hours.
- Vendor shall provide service policies and procedures as an attachment to this proposal.
- Describe the maintenance and quality assurance programs for telephones to be installed.
- It is solely the vendor's responsibility to provide installation and maintenance which includes all wiring at the detention facility as well as any additional wiring required to facilitate visitation recording and monitoring.
- Detail equipment installation charges, if any.
- Detail the method of determining service interruptions and service call priorities. List response time for each priority and the level of expertise devoted to each priority.
- Provide a contact person who will be responsible for ongoing account management and support.
- List the service office responsible for the facility.

## **2.11 INSTALLATION & CUTOVER:**

- Vendor will provide inmate phone sets, the remote administration station and the automated inmate call control system, install the visitation recording sets, remote system access via the LAN and the system and insure that they are working properly. This installation is to be completed within sixty (60) days after issuance of Notice to Proceed.
- Vendor shall submit a complete and detailed schedule of the time-frame required for installation, utility coordination, training, cut over and testing. The system must be installed in a manner and under a time-frame designed to minimize disruption of the normal functioning of the facility.
- If the schedule cannot be met within the sixty (60) days stated above, vendor must propose an installation schedule of events. Failure to state installation time in the proposal will obligate the vendor to complete installation as required in the proposal. Extended installation time may be considered when in the best interest of the County.
- Any delay in the implementation of the vendors schedule that is caused by the County will increase the vendors time allowance to complete installation but the vendor must submit a complete and detailed schedule of additional time required.
- The risk of loss and or damage will be assumed by the vendor until the system has been accepted by the County.



## **2.12 TRAINING:**

- Vendor shall provide on-site training to County staff in system administration, operation, and reporting.
- Describe training program; include description of course, number of hours and any applicable documents.

## **2.13 PAYMENT OPTIONS:**

- The proposed system shall allow collect calls only or pre-paid.
- System should have the ability to integrate with Keefe Commissary Provider to provide calling cards.
- The proposed system shall provide a debit account for inmates' families and other approved parties.
- All calls paid for through a debit account will be subject to the same restrictions and features as standard inmate collect calls.
- The called party shall be informed of the per-minute cost of the call prior to accepting the charges.
- The proposed vendor shall have a system in place that will allow inmate families and friends to set-up alternate billing methods directly with the vendor. Two of the methods the County would like to see offered are:
  - a. The vendor should have a system in place that will allow inmate families and friends to set-up an account directly with the vendor.
  - b. The vendor should have an advance payment system. This system should allow customers to prepay for calls from the facility.

## **2.14 FEES RATES & COMMISSION:**

- The system will need to have the capability to inform the called party of the call cost prior to acceptance.
- The rates charged to users shall not exceed the tariffs as mandated by the Public Utilities Commission for all services. Please provide a copy of the rates that will be charged.
- The vendor shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
- The vendor shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to its provisions of this contract.
- Vendor billing to called parties must include the vendor information and a toll-free telephone number to resolve billing disputes.
- Billing charges shall begin at the time of the call completion when the calling party is connected to the called party and shall be terminated when either party hangs up. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.

- Under no circumstances will the commission rate be adjusted lower than the rate agreed to at contract award, nor will the County be obligated to renegotiate any portion of this contract as a result of an increase to the commission rate.
- The commission rate shall be based on Gross Revenue. Gross revenues shall be defined as total billable minutes without any allowances or deduction for fraud, line charges, and equipment charges, other collectible or uncollectible charges. Proposals shall include a detailed analysis as to how they determine gross revenue.

## **2.15 COMMISSION STRUCTURE:**

Please provide information on the commission structure. Include the following within your response:

- What is the percentage of commission you will pay the County? Failure to state proposed commission percentage will result in rejection of proposal. The only method of paying commissions is on Gross Billable Revenue. The County will not accept any other alternative. There shall be no deductions for bad debt, line charges, validations or clearing house charges etc... No deductions at all. If a Vendor offers commissions on anything other than total Gross Billable revenue they will be disqualified.
- Method of reporting the calculation of the County's commission payment.
  - a. Provide samples of proposed reports.
  - b. Is there a charge for customized reports?
  - c. If yes, provide amounts.
- Describe collection procedures.
  - a. The County will reserve the right to: audit collection procedures and commission computations and to terminate the contract if repeated inaccuracies in either procedures or computations are revealed.
  - b. What types of reports are available to the County to audit commission payments? Provide samples of reports.
  - c. County requires detailed reports of placed, accepted, local and long distance calls.
- Describe the procedure for handling uncollectible revenue. State whether this expense reduces County commission and, if so, specify in what manner.
- Describe the procedure for billing.
  - a. Describe your billing process and who handles billing.
  - b. Will there be any handling fees charged to the County?
  - c. Are there any deductions from revenues?

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

## **2.16 VENDOR REQUIREMENTS:**

- Indicate your firm's ability to provide the facility with a system that will integrate with the County's computer, monitor, and programming to integrate with the inmate telephone system. Indicate the ability of the system to identify:
  - Telephone number originating call
  - Time of call
  - Telephone number called
  - Most frequently called numbers
  - Length of call
  - Identify numbers called from a specific telephone number
  - Identify telephone numbers called by a specific inmate
  - Alarm number status
  - Alarm a telephone number and allow automatic recording of the call
  - Multiple calls from different inmate phones to the same number
- Indicate your systems ability to be monitored from any PC with proper access permission.

## **2.17 QUALIFICATIONS:**

- Vendor shall be experienced in providing phone service to Florida counties with inmate phones. Vendor should provide an overview of their firm, including years and nature of experience in telephones business.
- The vendor must be serving 10 Florida county facilities for five years or more. The vendor shall provide information describing its client base and the proposed system's position in the counties of Florida.

## **2.18 REFERENCES:**

Provide five- in state customer references of accounts similar in size and scope to Walton County.

## **2.19 PATENT & COPY RIGHTS:**

The Vendor will hold harmless the County, its officer, and employees against all claims that machines or software supplied infringe a U.S. patent or copyright. The Vendor further asserts that the equipment and software proposed does not infringe on any U.S. patent or copyright.

Please describe all Vendor Patents your company holds or has developed  
Please supply patent information for proposed equipment or software, where applicable to the inmate telephone system.

## **2.20 INSTALLATION:**

The vendor agrees to begin work on the Project within FOURTEEN (14) calendar days after the date of issuance of the Notice to Proceed and to substantially complete the project within THIRTY (30) calendar days of the issuance of the Notice to Proceed and to finally complete the project within FIFTEEN (15) calendar days from a date a punch list of remaining items is issued by the County.

## ***SECTION 3 - PROCUREMENT RULES AND INFORMATION***

### **3.1 CONTACT PERSON:**

Glyndol Johnson  
Purchasing Agent  
176 Montgomery Circle  
DeFuniak Springs, Florida 32435  
850-892-8176 ext. 242  
Email: [johglyndol@co.walton.fl.us](mailto:johglyndol@co.walton.fl.us)

All questions regarding this Request should be directed in writing; preferably by email to the Purchasing Agent. **Questions shall be submitted no later than Noon on May 8, 2008. Questions submitted after that date and time will not be answered.** The Purchasing Agent and Director of Department of Corrections will review and answer. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing in a timely manner or receive a response to verbal requests shall not be grounds for a protest. Note: Written requirements in the Request or its amendments are binding, but any oral communications between you and us are not.

**3.2 CALENDAR EVENTS:**

<b>DATE/TIME</b>	<b>ACTION</b>
May 20, 2008 no later than 4:00 PM and open immediately thereafter	Close Proposal Open Proposal
May	Evaluation

**3.3 SUBMISSION OF PROPOSAL:**

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposer’s capabilities to satisfy the requirements of this Request for Proposal. Fancy bindings, colored displays and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposers follow the format and instructions herein.

**3.4 PROPOSAL OPENING:**

Proposals will be accepted until the **20<sup>th</sup> day of May, 2008**  
No later than **4:00 PM** and will open immediately thereafter,  
at the Office of Central Purchasing.

Proposals are due at the time and date specified. **Proposals received late will not be considered and will be marked as LATE.**

Any person with a qualified disability requiring special accommodations at the proposal opening should contact Purchasing at 850-892-8176 ext. 242 at least five (5) working days prior to the event.

**3.5 PRE-PROPOSAL CONFERENCE:**

There **will not** be a pre-proposal conference.

**3.6 COST OF PREPARING PROPOSALS:**

The County is not liable for any costs incurred by the vendor in responding to this RFP, including those for oral presentations.

### **3.7 DISPOSAL OF PROPOSAL:**

All proposals become the property of the County and will be a matter of record. The County shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of this proposal will not affect this right.

Any submitted proposal shall remain a valid proposal for a period of thirty (30) days after the submission date.

### **3.8 INSURANCE REQUIREMENTS:**

VENDOR shall purchase and maintain through the Contract period workers compensation, comprehensive general liability (occurrence form), comprehensive automobile liability, builder's risk, and other insurance as is appropriate for the Project being performed hereunder by VENDOR, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
  - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
  - b. Notice of Cancellation and/or Restriction. The endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.
2. Comprehensive General Liability Coverage must include:
  - a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury and property damage. If contract is less than \$100,000.00, then general liability insurance requirement is \$300,000.00.
  - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
  - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$300,000 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicles.
- c. Hired and Non-Owned Vehicles.
- d. Employee Non-Ownership.
- e. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.

### **3.9 PROPOSAL RULES FOR WITHDRAWAL:**

A proposal may not be withdrawn for a period of thirty (30) calendar days after the date of the RFP opening.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of the Proposals.

All proposals shall remain open and subject to acceptance for a period of thirty (30) calendar days after the date of RFP opening, but the County at its sole discretion may release any Proposal.

### **3.10 REJECTION OF PROPOSAL:**

**The County reserves the right to accept or reject any all proposals as may be deemed necessary by the County to be in its best interest.** The County further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Proposals. The County reserves the right to reject the Proposal of any Proposer if the County believes that it would not be in the best interest of the Project to make an award to that Proposer, because the Proposal is not responsive or responsible, or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Proposer who submits the best ranked proposal. If the County and the best Proposer cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next best ranked proposal. No Proposer shall have any rights against the County arising from such negotiations.

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written

language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

The County reserves the right to delete any Proposal items and the total Proposal shall be determined as the sum of the Proposal items awarded. In evaluating Proposals, the county will consider the qualifications of the proposers, whether or not the Proposals comply with the prescribed requirements, time of completion and other data, as may be requested in the Proposal form or prior to the Notice of Award. The County may conduct such investigations as the County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and complete the Project in accordance with the Contract Documents to the County's satisfaction within the prescribed time. The County may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Project when such data is required to be submitted prior to Notice of Award.

### **3.11 VERBAL INSTRUCTIONS:**

No negotiations, decisions, or actions shall be initiated or executed by the proposal as a result of any discussion with any county employee. Only those communications from proposers, which are signed, and in writing will be recognized by the County, as duly authorized expressions on behalf of the proposer.

### **3.12 INDEMNIFICATION:**

Vendor shall indemnify and save harmless the County, its officers, agents, and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to charges of engineers, attorneys and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any persons, including employees of Vendor or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) Vendor's, or any subcontractor or supplier of vendor, negligent performance or non-performance of the Project; (b) Defective Work, whether by Vendor, or any subcontractor or supplier of Vendor; (c) the failure of vendor of any subcontractor of Vendor to provide a safe work place; (d) noncompliance with federal, state, and local laws and regulations by Vendor, or any subcontractor or supplier of Vendor; (e) the failure of Vendor, or any subcontractor, or supplier of Vendor to obtain or renew the insurance



coverage's required by the Contract Documents; or (f) claims for damages to the Project itself, and claims for any other costs which any of them may incur arising from failure, neglect, or refusal of Vendor to faithfully perform the Project and other obligations under the Contract Documents. The provisions of this indemnification agreement shall include all accidents, injuries and claims made, whether or not caused in part, by any act or omission of the County, its respective officers, agents, or employees, provided Vendor shall not be required to indemnify the County for the County's own negligence. Vendor shall, at its own cost and expense, defend such claims, actions or proceedings which are subject to this indemnification agreement, whether groundless or not, which may be commenced against the County and Vendor shall pay any and all judgments which may be recovered in any such action, claim, proceeding, or suit, excluding that portion of any judgment for which the County may be found negligent, and defray any and all expenses including costs and attorney's fees, which may be incurred in or be reason of such action, claim, proceeding or suit. The County and Vendor agree that one percent (1%) of the total compensation to the Vendor for performance of this contract is the specific consideration from the County to the Vendor for Vendor's indemnity agreement.

Vendor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Project or the incorporation in the Project of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. Vendor shall indemnify and hold harmless the County, its officers, Commissioners, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement or patent rights or copyrights incident to the use in the performance of the Project or resulting from the incorporation in the Project of any invention, design, process, product or device not specified in the Contract Documents.

### **3.13 SALES AND USE TAX:**

The Proposer agrees that any and all applicable federal; state and local sales and use taxes that are incurred by the Proposer are included in the stated proposal price for the Project. The County is tax exempt from federal excise and state sales tax.

### **3.14 PUBLIC ENTITY CRIMES:**

The proposer must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3)(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the

construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

**3.15 DRUG FREE WORKPLACE:**

The proposer must complete the County’s Drug Free Workplace Certification form, attached and made a part of the PROPOSAL. According to Walton County policy, preference shall be given to businesses with drug-free work place programs. Whenever two or more proposals, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program.

**3.16 ADDENDUMS:**

The County may issue Addendums to modify the proposal as deemed appropriate.

Addendums and clarification to this RFP along with an Addendum Acknowledgement Form will be mailed to all vendors receiving this RFP. The Addendum Acknowledgement Form, which is included with each mail out, shall be signed by an authorized company representative, dated, and returned with proposal. Attached is a sample of the Addendum Acknowledge Form.

**3.17 SELECTION CRITERIA:**

	<b>Weighted Score</b>
• Commission rates	20%
• Customer service and response time.	20%
• Accessibility of service to family (technology & accessibility by the families)	30%
• Installation of equipment and training	15%
• Option to record video	5%
• Ability to integrate with existing county equipment	10%

### **3.18 PROPOSAL PROTEST:**

Any person or entity whose proposal is rejected, in whole or in part, or who submits a proposal but is not awarded the contract, may protest such decision. Written notice of intent to file a proposal protest must be submitted with the Purchasing Agent or Finance Director within twenty –four (24) hours after the Board’s declaration of its intention with regard to an award. Written protest must be submitted to the Purchasing Agent or Finance Director within ten calendar days after filing written notice of intent.

Each written protest must be accompanied by a proposal protest bond in the form of a certified check, cashier’s check or money order made payable to the Board of County Commissioners, in an amount not less than five percent (5%) of the lowest responsible proposal received by the County.

### **3.19 BOND:**

All proposals shall be accompanied by a proposal security in an amount not less than five percent (5%) of the proposed amount (if proposal is \$100,000 or more), payable to the Board of County Commissioners, Walton County.

## ***SECTION 4 – CONTENTS OF PROPOSAL***

This section contains instructions regarding the format of the RFP that are to be submitted.

### **4.1 FORMS:**

It is MANDATORY that vendor’s return the Request for Proposal cover sheet with their proposal. A representative who is authorized to contractually bind the vendor shall sign the Proposal.

It is MANDATORY that vendors return the Drug-Free Workplace Certification Form along with the Public Entity Crime Form.

### **4.2 CONTACTS FOR CONTRACT ADMINISTRATION:**

Proposer’s shall return the Contact for Contract Administration Form. This shall be the company representative for the day-to-day activities of the contract.

***SECTION 5 – TERM OF CONTRACT***

**5.1 TERMS:**

The term of this contract shall be for two (2) years-beginning on the date of its complete execution with an option to renew for two (2) additional terms of one (1) year each at the sole discretion of the County, unless earlier terminated by the Board of the County Commissioners.

**PROPOSAL SHEET**

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

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

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

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

PRICE: \$ \_\_\_\_\_

TIME FRAME TO BEGIN WORK: \_\_\_\_\_

TIME FRAME TO COMPLETE WORK: \_\_\_\_\_

**CONTACT FOR CONTRACT ADMINISTRATION**

Designate one person authorized to conduct contract administration.

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

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

EMAIL: \_\_\_\_\_



# PUBLIC ENTITY CRIMES

## Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

This sworn statement is submitted to The Board of County Commissioners,  
Walton County, Florida by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_

\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is  
\_\_\_\_\_; (if the entity has no FEIN, include the Social Security Number  
of individual signing this sworn statement: \_\_\_\_\_).

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or Federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political; subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for good or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a)



**Florida Statutes, means:**

**A predecessor or successor of a person convicted of a public crime;**

**or;**

**an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.**

**I understand that “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or have the United States with the legal power to enter into binding contract and which proposals or applies to on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.**

**Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]**

\_\_\_\_\_ **Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.**

\_\_\_\_\_ **The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.**

\_\_\_\_\_ **The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime**

subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity Submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I understand that the submission of this form to the contracting officer for the Public Entity identified in Paragraph ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

\_\_\_\_\_  
Name of Proposer

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 200\_\_.  
Personally known to me \_\_\_\_, or produced the following identification as proof of identity. \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Notary Name  
Commission Expires: \_\_\_\_\_

**DRUG FREE WORKPLACE CERTIFICATION**  
**(This form must be completed and attached to proposal)**

**Identical tie proposals: preference shall be given to businesses with drug-free work place programs. Whenever two or more proposals which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed in none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:**

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place specifying the actions that will be taken against employees for violations of such prohibition.**
- 2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3. Give each employee engaged in providing the commodities of contractual services that are under a proposal copy of the statement specified in paragraph #1.**
- 4. In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.**
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.**

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

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Federal I.D. Number or SSN**

\_\_\_\_\_  
**Printed Name**

ADDENDUM ACKNOWLEDGEMENT FORM  
(SAMPLE)

RFP  
ADDENDUM

Board of County Commissioners  
Office of Central Purchasing  
176 Montgomery Circle  
DeFuniak Springs, Fl 32435

**RFP NO:**

**RFP TITLE:**

**OPENING DATE:**

**ADDENDUM NO:**

**DATE:**

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE REFERENCED RFP:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP. ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE RFP FORM. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

PROPOSER: \_\_\_\_\_ BY: \_\_\_\_\_

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

CITY, STATE: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature