

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



CHAD CHRONISTER, SHERIFF

REQUEST FOR PROPOSAL
2025-002

INMATE COMMUNICATION SYSTEM SERVICES

JANUARY 27, 2025

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



CHAD CHRONISTER, SHERIFF

Hillsborough County Sheriff's Office
Sheriff's Operations Center
Financial Services Division - Purchasing Section
2008 East 8th Avenue
Tampa, FL 33605

Marianne Theen, Buyer
MTheen@teamHCSO.com

INSTRUCTION TO PROPOSERS

Included herein are GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), SPECIFICATIONS (PART C) and PROPOSAL RESPONSE (PART D), which together with all attachments, constitute the entire "Proposal Package". Said Proposal Package must be the basis upon which all Proposals are offered and must be kept together and returned, intact, by the time and at the place specified herein. The Proposer must manually sign the GENERAL TERMS AND CONDITIONS (PART A) and PROPOSAL RESPONSE (PART D). Any questions concerning this Invitation to Proposal (Proposal) should be directed to the Buyer whose name appears above.

During award procedures, the RFP, its attachments, its amendments and proposal package will become incorporated into an agreement that becomes the "**Contract Document**". This agreement will require the signatures of the Hillsborough County Sheriff's Office and the Contractor to become binding. A draft copy of the proposed agreement and its terms and conditions are attached to this RFP for review. The final executed agreement may have differing terms due to negotiations. READ THE ENTIRE RFP PACKAGE CAREFULLY BEFORE SIGNING.

NOTICE TO PROPOSERS

WHEN SUBMITTING A SEALED PROPOSAL PACKAGE, CLEARLY MARK THE PACKAGE AS A PROPOSAL DOCUMENT ON THE OUTSIDE OF THE ENVELOPE OR BOX. INCLUDE THE RFP NUMBER AND THE DATE AND TIME OF THE PROPOSAL OPENING.

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RFP OVERVIEW

SUBJECT: Request for Proposals No. 2025-002

REQUEST FOR PROPOSALS TITLE: Inmate Communication System Services

RFP OPENING DATE & TIME: March 30, 2025, 3:00 PM EST

PLACE: Hillsborough County Sheriff's Office
Malcolm E. Beard Sheriff's Operations Center
Financial Services Division - Purchasing Section
2008 East 8th Avenue
Tampa, FL 33605

Request for Proposals Overview: The purpose of this Request for Proposals (RFP) is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida (Sheriff) to contract with a qualified firm(s) or individual(s) to provide safe and secure Inmate Communication services to the inmates of our two Detention Facilities at just and reasonable rates as further described in Exhibit A of this RFP while earning a minimum annual guaranteed commission on any applicable transactions payable towards the Inmate Welfare Fund as allowed by law.

Any reference to the “Work” throughout this Proposal packet is defined to be inclusive of the Scope of Work and any related performance detailed herein.

PROPOSED SCHEDULE OF EVENTS	DATES
RFP ADVERTISED / POSTED TO THE HCSO AND OSD WEBSITES	Tuesday, February 4, 2025
MANDATORY PRE-PROPOSAL VISIT	Monday, February 10, 2025 09:00 & 10:00 AM EST
LETTER OF INTENT DEADLINE	Monday, February 10, 2025 09:00 AM EST
DEADLINE TO SUBMIT QUESTIONS & CLARIFICATIONS	Friday, February 21, 2025 03:00 PM EST
DEADLINE TO SUBMIT PROPOSAL	Thursday, March 20, 2025 03:00 pm EST
AWARD NOTIFICATION TARGET DATE	Monday, April 28, 2025

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MANDATORY PRE-PROPOSAL SITE VISIT– This site visit must be attended.

Pre-Proposal Site Visit: A mandatory pre-proposal site visit has been scheduled for Monday, February 10, 2025, at 09:00AM EST. Please meet at the Falkenburg Road Jail **Detention Services Entrance** between 9:45 and 10:00 AM. Late arrivals may not be permitted attendance. All attendees must adhere to HCSO policies and procedures while on site.

Pre-Bid Site Visit Location 1: Monday, February 10, 2025, at 09:00AM EST

PLACE: Falkenburg Road Jail
Detention Services Entrance
520 N Falkenburg Road
Tampa, FL 33619

Pre-Bid Site Visit Location 2: Monday, February 10, 2025, at 10:00AM EST

PLACE: Orient Road Jail
1201 Orient Road
Tampa, FL 33619

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LETTER OF INTENT

The undersigned acknowledges the General Terms and Conditions of the Solicitation and intends to respond to HCSO. We understand that any amendments, clarifications, and addenda to the Solicitation will be promptly communicated to the individual authorized below to receive this information. Please print clearly. We acknowledge the mandatory pre-bid site visit and will attend.

COMPANY NAME

COMPANY ADDRESS

PRIMARY CONTACT NAME/TITLE

EMAIL ADDRESS

TELEPHONE NUMBER

FAX NUMBER

SIGNATURE OF COMPANY OFFICER

DATE

ANTICIPATED SITE VIST ATTENDEES:

When responding to this Letter of Intent, in good faith, it will allow the Buyer to coordinate solicitation related correspondence in an effective manner to all participants, when applicable, in addition to the HCSO’s official means of communication – HCSO’s website: <https://TeamHCSO.com/>.

If you do not wish to participate, please instead return Appendix II - *Statement of No Participation*. The “No Participation” information is helpful to the process and assures the HCSO you wish to remain on the available HCSO Supplier List.

****NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE BUYER LISTED ON THE FRONT OF THIS DOCUMENT, AT FAX NUMBER 813-242-1826, OR TO Purchasing@HCSO.Tampa.FL.US.**

PART A - GENERAL TERMS AND CONDITIONS

1. **PROPOSALS:**

Must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operations Center, Financial Services Division – Purchasing Section, 2008 East 8th Avenue, Tampa, Florida 33605. **To prevent inadvertent opening, the Proposal must be marked as a PROPOSAL DOCUMENT (including the Proposal number, date, and time of Proposal opening) on the outside of the package.**

If our specifications, when included, are not returned with your Proposal, and no specific reference is made to them in your PROPOSAL RESPONSE (PART D), it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the PROPOSAL RESPONSE (PART D), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your PROPOSAL RESPONSE, *Exceptions* (PART D, Paragraph 1).

2. **PROPOSAL DELIVERY:**

The responsibility for getting the Proposal to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Proposer shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt.

3. **ON-LINE DOCUMENTS:**

The HCSO publishes procurement-related documents on its website at <https://teamHCSO.com/Purchasing> for the convenience of companies wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a Proposal.

4. **LETTER OF INTENT:**

Proposals will only be accepted from companies that submit a letter of intent before the site visit or at the site visit. The person(s) indicated on the Letter of Intent will be those notified of all addenda, amendments and Questions and Answers (Q & A).

5. **TIME FOR CONSIDERATION:**

Proposer warrants, by virtue of proposing, the prices quoted in their response will be good for an evaluation period of 60 calendar days from the date of Proposal opening unless otherwise stated. Proposers will not be allowed to withdraw or modify their Proposals after the opening time and date.

6. **PRICES:**

All Proposals submitted must show the net Proposal price after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the Awarded Contractor.

The Proposer's attention is directed to the laws of the State of Florida including, but not limited to, Chapter 212, Florida Statutes, which applies to all transactions resulting from this Proposal, and that all applicable taxes and fees shall be deemed to have been included in the PROPOSAL RESPONSE (PART D) as part of the materials cost, when applicable.

7. PROPOSAL ERRORS:

When errors are found in the extension of Proposal prices, the unit price will govern. Proposals having erasures or corrections must be initialed in ink by the Proposer.

8. CONDITION OF MATERIALS AND PACKAGING:

Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Proposal shall be NEW and in FIRST CLASS CONDITION or FIRST QUALITY, that all containers shall be NEW and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.

9. CLAIMS:

The Awarded Contractor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

10. WHEN TO MAKE DELIVERY:

Deliveries resulting from this Proposal are to be made during the normal working hours of the HCSO. It is the Proposer's responsibility to obtain this information.

11. INFORMATION AND DESCRIPTIVE LITERATURE:

Proposers must furnish all information requested in the RFP. If specified, each Proposer must submit samples, cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection.

12. PROPOSAL SUBMITTAL COSTS:

Submittal of a Proposal is solely at the cost of the Proposer and the HCSO in no way is liable or obligates itself for any cost incurred by the Proposer in preparing the Proposal Package.

13. NO PROPOSAL:

If you do not wish to submit a response to the Proposal, please return the STATEMENT OF NO PARTICIPATION herein as APPENDIX II. The "No Proposal" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.

14. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):

The Proposer certifies that all material/items contained in their response meets all OSHA requirements.

15. LAWS, STATUTES, AND ORDINANCES:

The terms and conditions of the RFP and the resulting Agreement shall be construed in accordance with the laws and statutes of the state of Florida and ordinances and other regulations of Hillsborough County. Where such statutes and regulations are referenced, they shall be interpreted to apply to this RFP and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, *Florida Statutes*, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and

business practices articulated in the Chapter.

The Proposer's attention is directed to the fact that all applicable Federal, State and local laws, ordinances, codes, rules and regulations shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

The Awarded Contractor agrees that it shall observe and obey all the laws, ordinances, regulations and rules of the Federal, State, County and City which may be applicable to its services.

16. FAMILIARITY WITH LAW:

The Proposer is required to be familiar with all Federal, State and local laws, ordinances, rules, codes and regulations that in any manner affect the Work. Ignorance on the part of the Proposer will in no way relieve them from responsibility.

17. ACCEPTANCE AND REJECTION:

The HCSO reserves the right to reject any or all Proposals, for cause, to waive irregularities, if any, and to accept the Proposal (or Proposals) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any Proposal options or resulting contract(s) when deemed to be in the best interest of the HCSO.

18. APPROPRIATION OF FUNDS:

The HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this Proposal for each and every fiscal year following the fiscal year in which this Contract is executed and entered into, and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.

19. PROTESTS:

Any Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Proposals must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.

- A. The HCSO will have five (5) business days upon receipt of the notice to review and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Proposer or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).

B. The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Proposer in writing. This decision, and the basis upon which it was made, will be communicated to the Proposer within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) requesting a management review of the decision. Final decision of an appeal will be made by the Sheriff.

20. INDEMNIFICATION:

The Awarded Contractor will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its Work (to include any and all services provided), provided that any such liability, claim, damage, loss, or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole, or in part, by the act or omission of the Awarded Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole, or in part, by a party indemnified hereunder.

In any and all claims against the HCSO or any of its agents or employees by any employee of the Proposer, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Proposer or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

21. PUBLIC ENTITY CRIMES:

Pursuant to §§287.132-133, *Fla. Stats.*, the HCSO, as a public entity, may not accept any Bid, Proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, *Fla. Stat.*, for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that the person or affiliate was placed on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), *Fla. Stat.* If you submit a Proposal in response to this RFP, you are certifying that §§287.132-.133, *Fla. Stats.*, does not restrict your submission.

22. PUBLIC RECORDS:

Any material submitted in response to this Proposal will become a public document pursuant to §119.07, *Fla. Stat.* This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, *Fla. Stat.* The Proposer agrees to comply with §119.0701, *Fla. Stat.*, regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

The HCSO requires that, at the conclusion of the selection process, the contents of all Proposals be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a Proposal must be clearly stated in the Proposal itself. Proprietary information submitted in response to the Proposal will be handled in accordance with applicable *Florida Statutes*.

If the Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer's duty to provide public records relating to this Contract, contact the custodian of public records at: Hillsborough County Sheriff's Office, Sheriff's Operations Center, ATTN: Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, (813) 247-8210 or at HCSORecords@HCSO.Tampa.FL.US.

Chad Chronister,
Sheriff of Hillsborough County,
A Constitutional Officer of the State of Florida

By:


William V. Spinelli, CPA
Chief Financial Officer

SIGNATURE OF ACKNOWLEDGMENT

The General Terms and Conditions outlined above are acknowledged. Our Proposal is attached.

Company Name

Company Officer Name (Printed)

Title

Company Officer Signature

Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL. EACH COMPANY'S PROPOSAL, AND ANY CLARIFICATIONS TO THAT PROPOSAL, AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE PROPOSAL RESPONSE, *EXCEPTIONS* (PART D, PARAGRAPH 1).

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PART B - SPECIAL PROVISIONS

1. **COMMUNICATION BETWEEN PARTIES:**

All questions in regard to this Proposal are to be directed, in writing, to the Buyer as listed on page 2, *Instructions to Proposers*. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Proposal prior to the notice of award.

In the interest of public access, all documents relating to this Proposal will be posted to the HCSO website at <https://TeamHCSO.com/Purchasing>. This will include Question & Answer (Q&A), amendments, addenda, etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

2. **THE SUPPLIER PACKET:**

The completed APPENDIX I must be returned with your Proposal Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s). Referencing documentation the HCSO may have on file will not be considered responsive to this requirement.

3. **PROPOSER QUALIFICATIONS:**

Proposals shall be considered only from those who can clearly demonstrate to the HCSO a professional ability to perform the type of work specified within the Proposal. Proposers must be able to demonstrate adequate organization, financial backing, equipment and personnel to ensure continuous provision of quality service to the HCSO. In the determination of the evidence of responsibility and ability to perform the contract by the Proposer, the HCSO reserves the right to investigate the financial condition, experience and training records, personnel, equipment, facilities and organization of the Proposer. The HCSO shall determine whether the evidence of responsibility and ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The Sheriff reserves the right to reject a Proposal when evidence indicates the inability to perform the work specified within the RFP.

4. **E-VERIFY REQUIREMENT:**

Pursuant to §448.095, *Fla. Stat.*, the Sheriff requires the Awarded Contractor, and any and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Awarded Contractor enters into a contract with a subcontractor, the subcontractor must provide the Awarded Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Contractor shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the Awarded Contractor has knowingly violated §448.09(1), *Fla. Stat.*, the contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Contractor otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Contractor and order the Awarded Contractor to immediately terminate the contract with the subcontractor. Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract and may not be considered as such. If the Sheriff terminates a contract with an Awarded Contractor as provided above, the Awarded Contractor may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Contractor is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

5. SUBCONTRACTING:

The Awarded Contractor may not sublet or subcontract any of the contractual obligations concerning this Proposal matter except as provided for in the written contract between the HCSO and Awarded Contractor. This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Contractor to retain ultimate liability for all contractual obligations.

If a Proposer intends to use subcontractors, the Proposer must identify in the Proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a Proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the HCSO's request:

- A. Complete name of the subcontractor,
- B. Complete address of the subcontractor,
- C. Type of work the subcontractor will be performing,
- D. Percentage of work the subcontractor will be providing,
- E. Evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid business license, and
- F. A written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor is committed to render the services required by the contract.

A Proposer's failure to provide this information, within the time set, may cause the HCSO to consider their Proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

6. JOINT VENTURES:

Joint ventures will not be allowed.

7. CERTIFICATE OF INSURANCE:

No Work shall commence in connection with this Contract until the Awarded Contractor and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. These policies, obtained at the Contractor's own expense, shall show Chad Chronister, Sheriff, as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff; and shall be maintained throughout the life of this Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The HCSO must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.

- A. Worker's Compensation Insurance: Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the Work of this project and in case any Work is sublet, the Awarded Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such

employees are covered by the protection afforded by the Awarded Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Awarded Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

Employer's Liability: \$100,000 Limit each Accident
 \$500,000 Limit each Aggregate
 \$100,000 Limit Disease each employee

B. Contractors Public Liability and Property Damage Insurance: Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance which shall protect the Contractor from claims for damage and personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor shall be the minimum limits as follows:

Comprehensive General	\$300,000 bodily injury and property damage combined single limit
Automobile	\$300,000 bodily injury and property damage combined single limit.

C. Professional Liability Insurance: Professional Liability Insurance shall meet the following minimum amounts:

\$500,000 per occurrence; and
 \$1,000,000 aggregate.

D. Comprehensive Insurance Coverage: Comprehensive General Liability and Automobile Liability Insurance which shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. The minimum amounts of such insurance shall be as follows:

Commercial/Comprehensive General Liability:

Bodily Injury	\$300,000 per person per occurrence
Property Damage	\$300,000 per occurrence
Automobile Liability	\$300,000 combined single limit bodily injury and property damage
Garage Liability	\$1,000,000 combined single limit each occurrence
Garage Keepers Liability	\$100,000 collision and comprehensive per Vehicle

8. MANUFACTURER'S NAME:

Any manufacturers' names, trade names, brand names information, and/or catalog numbers when furnished are for the purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive, and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all Proposers. The HCSO will not allow substitutions to the brand name, model number or the configuration of the requested equipment or service unless authorized in writing. All items not specifically mentioned but which are standard factory items shall be included. Manufacturer's specification sheets shall be furnished upon request.

9. CONFLICT OF INTEREST:

The Proposer agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, *Fla. Stat.*, regarding standards of conduct for public officers, employees of agencies, and local government attorneys.

No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor, or in which such officer or employee or the officer's or employee's spouse or child, or any combination thereof, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

10. EVALUATION OF PROPOSALS:

Initially all Proposals submitted will be reviewed to determine if the Proposer is both responsive in terms of the completeness of the Proposal package and responsible in that proof of a legal, legitimate business enterprise has been provided along with any other qualifications stipulated. Proposals determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation.

Proposals determined to have met the minimum requirements will then be evaluated based on the following weighted criteria. These criteria relate directly to information required in the PROPOSAL RESPONSE (PART D) and are presented in the same outline. It is therefore important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. The PROPOSAL RESPONSE (PART D) offers details of the criteria below.

	<u>Points</u>
A. Transition Plan	15
B. Minimum Annual Guaranteed Commission	25
C. Technology and Capabilities	20
D. Ability to Meet Terms and Requirements of RFP	30
E. Value Added Offering	<u>10</u>
Total	<u>100</u>

An evaluation committee consisting of a minimum of three (3) persons will be convened. Each committee member will read and score all eligible proposals. Any clarifications requested by a committee member will be presented to the Proposer through the Assigned Buyer. When all evaluations are complete, the Assigned Buyer will tabulate the results providing a scoring matrix indicating the group's collective ranking of each Proposer. The Assigned Buyer will present the composite evaluation results to the committee members, who may then submit their recommendation in accordance with the results of the scoring, or if deemed in the best interest of the HCSO, request a Best and Final Offer from the top ranked firms.

11. **CRITERIA SCORING METHOD:**

Each evaluation criteria will be initially evaluated on a percentage scale from 1 to 100. That Score will then be applied to the weighted values in Part B, Paragraph 10 to get the final score for the evaluation factor. In the event that an evaluation factor has multiple subfactors, each subfactor will be evaluated on the same percentage scale of 1 to 100. The results will then be averaged and applied to the weighted values in Part B, Paragraph 10 to get the final score.

The scores for the evaluation criteria will be done on a points/percentage basis in conjunction with a narrative composed of the documentation of the particular strengths, weaknesses, and deficiencies of the proposal by the individual evaluators and will include an adjectival rating depending on total score. The evaluation committee will use a rating system that is based off identified strengths, weaknesses, and deficiencies in determining the final scoring. The narrative and documentation apply only to the initial point/percentage score of 1 to 100. The adjectival rating as it relates to scores and identified strengths, weaknesses is contained in the table below.

Rating	Description
Outstanding, 95-100 points	The Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low
Good, 85-94 points	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Acceptable, 70–84 points	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal, 60-69 points	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. May be acceptable if the majority of important factors are acceptable, but one or more factors is deficient, and some minor risk is involved in the correction thereof.
Unacceptable, 1-59	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is un-awardable, and/or risk of unsuccessful performance is unacceptably high.

These definitions rely on additional rating definitions of Strength, Significant Strength, Weakness, Significant Weakness and Deficiency. The definitions for these are detailed below:

- Strength: is an aspect of an offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance.
- Significant Strength: is an aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.
- Weakness: a flaw in the proposal that increases the risk of unsuccessful contract performance.
- Significant Weakness: is a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.
- Deficiency: a material failure of a proposal to meet a HCSO requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Below are some additional evaluation terms with definitions that may also be included in the definitions above.

- Omission: A failure to provide information required by the solicitation and depending on the nature and extent of the omission it may be evaluated as a weakness, a significant weakness, or a deficiency.
- Clarification: Clarifications are limited exchanges between the HCSO and Offerors that may occur when award without discussions is contemplated. If award without discussions is anticipated, Offerors may be given the opportunity to clarify certain aspects of their proposals or to resolve minor or clerical errors.
- Communication: Communications are exchanges between the HCSO and Offerors after receipt of proposals, leading to establishment of the competitive range.
- Discussions: Discussions are negotiations conducted in a competitive acquisition and take place after establishment of the competitive range. Discussions are tailored to each Offeror's proposal within the competitive range.

12. CLARIFICATION OF PROPOSALS

In order to determine if a Proposal is reasonably susceptible for award, communications by the Buyer or the Proposal Evaluation Committee are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the Proposal Evaluation Committee may be adjusted as a result of a clarification under this section

13. BEST AND FINAL OFFER:

The HCSO reserves the right to request a Best and Final Offer (BAFO) from any or all Proposers. A BAFO may be requested as an optional step in the selection process. Useful situations include but are not limited to the following: no single response addresses all the specifications; the cost submitted by all Proposers is too high; the scores of two (2) or more Proposers are very close after the evaluation process; all Proposers submitted responses that are unclear or deficient in one or more areas.

The evaluation committee determines if the BAFO process will be conducted and who will receive the solicitation. All or any number of Proposers may be solicited, but only those Proposer(s) most likely to be awarded a contract are to be included. The evaluation committee will develop the aspects of the

Proposal to be addressed in the BAFO. They may ask for enhancements of core components of the RFP but will maintain the integrity of the original Scope of Work.

BAFO solicitations will be made in writing. Proposers may be asked to provide additional clarification to specific sections of their response, or to rework their Proposal content or pricing. Information will be given as to how the BAFO will be evaluated. The HCSO will not identify either the current rank of any Proposer(s) or the lowest costs proposed until after the evaluation of each BAFO submitted. If a Proposer does not wish to submit a BAFO offer, they may submit a written response stating their response remains as originally submitted.

The Buyer will be responsible for all communication to and from Proposers regarding the BAFO solicitation. All responses must be returned to the Buyer. Proposers may also be requested to make an oral presentation to the evaluation committee. The written BAFO solicitation will include submission requirements and a deadline date and time by which the BAFO must be returned to the Buyer.

At the option of the HCSO this negotiation process with the highest ranked Proposers may continue until a satisfactory contract is successfully negotiated.

14. AWARD:

Award shall be made to the most Responsive Proposal and Responsible Proposer meeting specifications, price and other factors considered. HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the HCSO. Awards may be made to more than one (1) Proposer to ensure that work is completed in a timely manner.

Award will be dependent upon the determination that the Proposals are responsive, Proposers are responsible, evaluation criteria stated in the Proposal document and any other evaluation criteria deemed relevant and beneficial. Proposals and Proposers determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. Tabulation of the Proposal prices and Proposer rankings, if applicable, will be published at the time of Award.

Notification of Award will be sent to the Proposer receiving the Award. Proposal results will be published on the HCSO website: <https://TeamHCSO.com/Purchasing>.

In the event two (2) or more Proposers have submitted the lowest and best proposals, preference may be given in the award in the following order: first, to the Proposer who has their principal place of business in Hillsborough County; second, to the Proposer who has a place of business in Hillsborough County; and third, if the Proposers involved in the "tie proposal" situation are all located inside/outside Hillsborough County, the toss of a coin may be used to break the tie.

15. PRECEDENCE:

The Contract Document is complimentary. What is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Document, they will call it to the Buyer's attention in writing before proceeding with the Work. The Buyer will respond with a written clarification based on the Project Manager's response. Any delays associated with the clarification will be considered for time extensions only, but no damages for delay will be allowed.

In resolving such conflicts, errors, and discrepancies, the Contract Document shall be given preference in terms of the most stringent requirements as determined by the Project Manager. Enforcement of the most stringent requirements will be at the Sheriff's option.

Clarifications and interpretations of the Contract Document shall be issued by the Buyer. The Contract Document will be governed by the laws of the State of Florida.

16. PRE-QUALIFICATION OF SUBCONTRACTORS, CONTRACTORS, AND SUPPLIERS:

All employees and/or subcontractors of the Contractor which will Work in a HCSO Facility or on a Hillsborough County property may be required to have a background check by the HCSO prior to beginning Work. All employees must comply with HCSO's policy and procedures which includes no smoking on any HCSO property. The Contractor shall be required to provide a Work crew list giving all personnel names and changes as they occur. The HCSO will perform the background checks in-house at no costs to the Contractor.

The Contractor agrees, within seven (7) calendar days of receipt of a written request from the HCSO, to promptly remove and replace any subcontractors employed or retained by the Contract, which the HCSO shall request in writing to be removed with or without cause. If the HCSO requires the removal of any subcontractor, the Contractor shall submit a substitute acceptable to the HCSO, and the Contract price may be increased or decreased by the reasonable difference in costs associated with such substitution, providing proof of increase or decrease is provided. If the HCSO request was made without cause, an appropriate Change Order will be issued.

17. PROCESSING CHANGE ORDERS:

Any changes which result in an increase or decrease in the Contract amount must be processed as a Change Order to the Contract. Any such changes will not invalidate this Contract. Change Orders will be numbered in sequence and dated.

Change Order requests will be submitted in writing and shall include the HCSO or the Contractor's detail of the design changes or circumstances surrounding the request and the Contractor's written quote representing an increase, decrease or no change to the Contract Sum. The resulting Change Order Request will be submitted by the Contractor to the Project Manager for approval by the CFO.

Any changes in the Contract Sum will be reflected on an amended Purchase Order as approved by the CFO in response to the appropriate requisition approved by the Division Commander. A copy of the amended Purchase Order will be provided to the Contractor.

Failure to follow Change Order instructions will result in the HCSO refusal to pay a change to the Contract Sum.

Requests for estimates for possible changes are not to be considered Change Orders or authorization to proceed with the proposed changes. Requests from the HCSO for quotes regarding new Work not included in the original scope will not constitute a Change Order to this Contract.

18. PROPOSAL OPENING:

The Proposal Opening will *not* be open to the public. Proposals will be received until the time and date listed herein and will be read aloud immediately thereafter at the "Place" indicated. A video

recording of the Proposal opening will then be posted to the HCSO website <https://TeamHCSO.com/Purchasing>.

- A. Proposals must be received by the HCSO Purchasing Section no later than the time and date shown within this Proposal document. Proposers mailing their Proposal Packages should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the Proposals. Proposals or unsolicited amendments to Proposals, received by the HCSO after the acceptance date will not be considered.
- B. The HCSO reserves the right to postpone the date for receipt and opening of Proposals or other deadlines and will make a reasonable effort to give at least five (5) calendar days' notice of any such postponement to each prospective Proposer.
- C. It is understood and agreed upon by the Proposer in submitting a Proposal Package that the HCSO has the right to withhold all information regarding this procurement until after contract award, including but not limited to the number of Proposals received; competitive technical information; competitive price information; and the HCSO evaluation concerns about competing Proposals. Information released after award is subject to the disclosure requirements of the Chapter 119, *Fla. Stat.* Proposers are enjoined from discussing or disclosing the content of any Proposal with competing Proposers during the evaluation and negotiation process.

19. ACCEPTANCE AND REJECTION:

The HCSO reserves the right to reject any or all Proposals, for cause, to waive irregularities, if any, and to accept the Proposal (or Proposals) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any Proposal options or resulting contract(s) when deemed to be in the best interest of the HCSO.

20. SUPPLIER DIVERSITY:

Sheriff's Office shall comply with, and shall cause each of its third-party contractors, suppliers, and professionals to comply with, all applicable laws, regulations, codes, and rules governing the design, construction, and completion of the components of the Project, including but not limited to, those relating to the Americans with Disabilities Act (ADA). To ensure the maximum participation in posted HCSO solicitations, the HCSO Purchasing Office submits all postings to the Florida Department of Management Services' Office of Supplier Diversity (OSD) and the Hillsborough County MBE/SBE Programs Office. These offices will then share the posted opportunities with OSD certified vendors to ensure exposure to businesses and increase the number of eligible Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) and Small Business Enterprise (SBE) vendors in the area while also expanding the overall participation rate for DM/DWBE and SBE vendors and overall providing greater opportunities to disadvantaged businesses.

21. CONTRACT PERIOD:

The Contract shall be effective for three (3) years from the date of award. By written mutual consent between the HCSO and the Contractor, the Contract may be extended for up to two (2) additional, two (2) year extensions.

22. ESCALATION/DE-ESCALATION:

The HCSO will allow an escalation/de-escalation provision in this Proposal. The escalation/de-escalation will be allowed provided the Awarded Contractor(s) notify the HCSO's Financial Services Division of the pending increase or decrease a minimum of 60 calendar days prior to the end of each two (2) year period for which the RFP was awarded. Said notification shall consist of manufacturer's proof of increase and shall include each individual item, the amount of increase/decrease, and the applicable Proposal Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.

23. ADDITION/DELETION:

The HCSO reserves the right to add or delete any items from this Proposal or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Proposal will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the Chief Financial Officer (CFO). The Change Order will consist of a memo to the CFO describing the justification for the item addition accompanied by the Awarded Contractor's written, fixed price quote for each item to be added. If approved by the CFO, the item will be added to the Contract and recorded on the original Proposal tabulation/price sheet.

24. CANCELATION:

When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Proposal may be canceled by the following means:

- A. 10 calendar days' written notice with cause, or;
- B. 30 calendar days' written notice without cause.

If it becomes necessary to terminate the Contract without cause, all items and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

25. ASSIGNMENT:

The Awarded Contractor will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein or its power to execute this contract or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.

26. DEFAULT:

The Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded Contractor(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Contractor to deliver materials, or items within the time stipulated in this Proposal, unless extended in writing by the Financial Services Division, shall constitute Contract

default. Awarded Contractors who default on contracts may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO.

27. NEXT BEST PROPOSER:

In the event of a default by the Awarded Contractor, or cancellation by HCSO, the HCSO reserves the right to utilize the next best responsive Proposal and responsible Proposer. In the event of this occurrence, the new Awarded Contractor shall be required to provide the Proposal items at the prices as contained in their PROPOSAL RESPONSE (PART D), for the remainder of the award period.

28. DELIVERY:

Product(s) ordered shall be delivered in accordance with estimated time for delivery identified in PROPOSAL RESPONSE (PART D), if indicated. Failure to do so shall be considered a breach of Contract or default and the HCSO may utilize its options as stated herein.

Any backordered product(s) shall be made available within ten (10) calendar days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this requirement, the HCSO's Fleet Maintenance Division shall be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.

29. EMERGENCY:

If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.

30. INVOICING AND PAYMENTS:

The Contractor will invoice the HCSO for Work as completed. At a minimum, an invoice shall include the Work site address, description of Work completed or list of goods received, and the Purchase Order number. Applications for payment will be required for partial payments or progress payments and are acceptable in lieu of an invoice if numbered. All applications for partial payment shall be accompanied by a schedule of values and indicate the percentage of Work completed as of the application date.

Approval for payment of the final invoice and release of the retainer shall be subsequent to the final project inspection and acceptance by the Project Manager. It is a requirement of the HCSO to have the Project Manager review and approve all applications for payment and invoices prior to the HCSO remitting payment.

Invoices shall be e-mailed to AccountsPayable@HCSO.tampa.fl.us. Automated Clearing House (ACH) is the accepted method of payment; please inquire at (813) 247-8276 or AccountsPayable@HCSO.tampa.fl.us.

Payment shall be made in accordance with Chapter 218, Part VII, *Florida Statutes*, which states the Contractor's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 30 calendar days from date of receipt of a properly approved application/invoice.

Payments may be withheld because of any of the following conditions:

- A. Defective Work not corrected.

- B. Failure of the Contractor to make payments for materials, labor, equipment or services.
- C. Continued failure to perform the Work in accordance with the terms and conditions set forth in this Agreement.
- D. Legal or other claims by third parties relating to the Work performed under the Contract Documents.

31. EXCEPTIONS TO PROPOSAL:

All Proposal Responses must clearly state with specific detail all deviations to the requirements imposed upon the Proposal by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C). Such deviations should be stated upon the PROPOSAL RESPONSE (PART D) or appended thereto. Proposers are hereby advised that the HCSO will only consider Proposal Responses that meet the specifications and other requirements imposed upon them by this Proposal. In instances where an exception is stated upon the PROPOSAL RESPONSE (PART D), said Proposal Response will be subject to rejection by the HCSO in recognition of the fact that said Proposal Response does not meet the exact requirements imposed upon the Proposer by the GENERAL TERMS AND CONDITIONS (PART A) SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).

32. EXCEPTIONS TO AWARD CONTRACT:

If a Proposer desires to deviate from the drafted Contract Agreement (ATTACHMENT 1), all such deviations must be listed individually with respect to the Exceptions to Proposal direction above.

33. GOVERNMENTAL PURCHASING COUNCILS:

All Bids received shall be considered as Bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils. Said members may, at their discretion, utilize this Bid as required and are listed below.

Children’s Board of Hillsborough County	Clerk of Court and Comptroller of Hillsborough County	Pasco County Clerk and Comptroller
City of Belleair Beach	Hillsborough County	Pasco County Schools
City of Clearwater	Expressway Authority	Pasco County Sheriff
City of Dunedin	Hernando County	Pinellas County Clerk of the Court
City of Gulfport	Hillsborough Area Regional Transit Authority	Pinellas County Government
City of Indian Rocks Beach	Hillsborough Community College	Pinellas County School Board
City of Largo	Hillsborough County Aviation Authority	Pinellas County Sheriff
City of Oldsmar	Hillsborough County Board of County Commissioners	Pinellas Suncoast Transit Authority
City of Pinellas Park	Hillsborough County Property Appraiser	Saint Petersburg College
City of Plant City	Hillsborough County School Board	State Attorney’s Office
City of Safety Harbor	Hillsborough County Supervisor of Elections	Tampa Airport
City of Saint Pete Beach	Hillsborough County Tax Collector	Tampa Bay Water
City of Saint Petersburg	Manatee County Board of Commissioners	Tampa Palms Community Development District
City of Tampa		Tampa Port Authority
City of Tampa Housing Authority		Tampa Sports Authority
City of Tarpon Springs		Town of Indian Shore
City of Temple Terrace		
City of Treasure Island		

Other government agencies or eligible users, as authorized by State law or as defined in Rule 60A-1.001, Florida Administrative Code, may also participate in this offer. Any resulting contract(s) or

agreement(s) entered into with other local governments will be between the Contractor and that particular government or user and shall always remain separate from HCSO.

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PART C - SPECIFICATIONS

1. **INTRODUCTION:**

The purpose of this Request for Proposal (RFP) is to solicit proposals and award a guaranteed annual commission-based contract to a single Proposer for an Inmate Communication System (ICS), which includes inmate phones, inmate tablets, video visitation system as well as physical mail. The successful Proposer will be allowed to use existing wiring and conduit if found acceptable for their application. The proposal shall include new equipment. The successful Proposer shall deliver a turnkey solution to include all additional infrastructure, hardware, software, equipment, installation, operation, maintenance, support, materials, supplies, and all other items necessary for a fully functional, administered and managed ICS at no cost to the HCSO.

2. **SPECIFICATIONS:**

The Contractor shall furnish, install and maintain an ICS for use by inmates at the Orient Road Jail, 1201 Orient Road, Tampa, FL 33619 and Falkenburg Road Jail, 520 North Falkenburg Road, Tampa, FL 33619. See Exhibit A for system requirements.

3. **SYSTEMS IN USE & BACKGROUND:**

The Specification Requirements include a transition plan of a proposed system to replace the existing system at the facilities with new equipment whereas the awarded contract start date may be as soon as the Awarded Proposer's transition plan would dictate. In the event of circumstances beyond the control of both the HCSO and the Awarded Contractor the Awarded Contractor shall notify the HCSO in writing within 24 hours of identifying the potential impact on the transition plan. Both parties shall collaborate to evaluate the situation, mitigate disruptions, and develop an amended timeline or course of action.

Phones.

- Generally, the general inmate population has access to communication systems from 0730-2230 hours, daily.
- Calling Cards are not currently available.
- Website (TouchPay system website) and on-site kiosk payments are directed towards each inmate's individual commissary account to fund Inmate debits.

Visitation.

- ON-SITE: Currently free to inmate and visitor and is conducted at the Falkenburg Road Jail.
- REMOTE: This RFP seeks to achieve more of an open-schedule visitation system, using tablets at the 1:1 ratio. The facility schedule of 0730-2230 hours will be generally maintained.

Commissary.

- See attachment(s) for desired commissary ordering requirements.

Tablets.

- HCSO does not own any tablets. The current vendor supplies an approximate ratio of 1 tablet for every 1 inmate. The tablets are currently issued daily by HCSO personnel.
- Tablets currently offer phone capabilities, educational/religious/self-help content, text and photo messaging (incoming photos only), music, movies, games, and various other approved applications.

- The Tablets are currently compatible to communicate with our JMS for inmate information, assignment, location, identification and tracking purposes.

Incoming Physical Mail (pieces per month).

- Personal (current policy allows only for postcards): Approximately 900
- Documents marked/managed as “legal”: Approximately 1,740

See Attachments and Exhibits for all other historical usage data, current jail information, and relevant requirements.

4. COMMISSION AND PAYMENT:

The successful Contractor shall pay commissions calculated on all applicable gross revenues generated by and through the Inmate Communications System (ICS). Gross revenues will include all additional charges and fees other than those mandated by law.

The Contractor shall be solely responsible for any and all billing disputes, claims, or liabilities that may arise. The HCSO shall have no responsibility or liability for any funds lost by the Contractor. Such losses shall not be deducted from the billings on which commission is paid to the HCSO.

Commissions shall be made via ACH to:

Hillsborough County Sheriff’s Office
Inmate Welfare Fund

The banking information for ACH payment will be provided to the successful Proposer.

5. COMMISSION REPORTING:

The vendor shall provide monthly commission reports detailing all commission-based fees earned during the previous month. The report shall include a breakdown of all fees earned by product or service type, as well as any associated costs or expenses. The report shall also include a detailed breakdown of all revenue generated, including the source of the revenue, the amount of revenue, and the commission earned as well as a summary of any outstanding commissions or unpaid fees. The commission reports shall be submitted to the project manager no later than the 10th day of each month.

Note: Should a system failure prevent the accumulation of data resulting in the loss of records reflecting revenue, commission revenue shall be derived based up on historical data at the election of the HCSO.

6. CONFIDENTIALITY:

Notwithstanding PART A, paragraph 22 above, and to the extent permitted by Florida and or federal law, the applications and related records and information (the “Confidential Information”) will remain confidential to Awarded Proposer. HCSO understands and acknowledges that Awarded Proposer is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of “Customer Proprietary Network Information”, or “CPNI”, which protects from disclosure consumers’ sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). HCSO will not disclose CPNI or Confidential Information to any third party without Provider’s prior written consent or court order. If HCSO receives a request for disclosure of

Confidential Information or CPNI pursuant to FOIA or its state equivalent, HCSO agrees to notify Awarded Proposer in writing so said Proposer may assert any rights to non-disclosure under the applicable law.

7. SERVICE LEVEL AGREEMENT (SLA) REQUIREMENTS:

A. Service Uptime Guarantee.

- i.) Uptime Commitment: Proposer guarantees that the Applications and Services will be available and operational at least 99.5% of the time in any given calendar month, excluding scheduled maintenance.
- ii.) Service Downtime Penalty: If Proposer fails to meet the uptime commitment, Customer will be entitled to an additional commission of 0.5% of the revenue generated from the services for each 0.1% below the uptime requirement, up to a maximum of 10% additional commission of the monthly revenue generated.
- iii.) Outages: In instances where the entire Proposer platform is down and inaccessible, which last longer than twelve (12) consecutive hours, Proposer will compensate HCSO \$5,000 for each complete twelve (12) hour block of outage time, beginning after the first 12 hours when the outage occurred.

B. SLA Resolve Time.

- i.) Resolve Time Commitment for Priority 1 SLA: Proposer will resolve >50% of system degradation (Phones, Tablet Network, SVC, UI) within 24 hours.
- ii.) Resolve Time Commitment for Priority 2 SLA: Proposer will resolve >25% <50% of system degradation (Phones, Tablet Network, SVC, UI) within 72 hours.
- iii.) Resolve Time Commitment for Priority 3 SLA: Proposer will resolve all other transactional cases (singular break/fix issues, etc.) within 10 business days.
- iv.) Resolve Time Penalty: If Proposer fails to meet the resolve time commitment, HCSO will be entitled to a credit of \$1000 for each instance of delay beyond the agreed time frame.

C. Failure to Provide Required Reports.

- i.) Monthly Reports: If Proposer fails to deliver the required monthly performance and usage reports by the agreed deadline, HCSO will be entitled to a credit of \$200 for each day the report is late, up to a maximum of \$2,000 per report.
- ii.) Annual Reports: If Proposer fails to deliver the required annual audit and compliance reports by the agreed deadline, HCSO will be entitled to a credit of \$1,000 for each week the report is late, up to a maximum of \$10,000 per report.

D. Penalty for Breach of Confidentiality. In the event of a Breach of Confidentiality by Proposer, Proposer shall pay HCSO a penalty of \$50,000 per Breach of Confidentiality. "Breach of Confidentiality" means a breach of Confidential Information as defined in paragraph 6, above.

E. Cumulative Remedies.

- i.) No Waiver: The imposition of any monetary penalty for non-performance shall not be construed as a waiver of any other rights or remedies available to HCSO under the Agreement or applicable law.
- ii.) Cumulative Penalties: The monetary penalties specified herein are cumulative and may be imposed in conjunction with any other penalties or remedies specified in this resulting agreement or available at law or equity.

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2. **PROPOSAL CONTENT:**

As mentioned in SPECIAL PROVISIONS (PART B), Paragraph 10, the outline below corresponds with the criteria on which we will evaluate your Proposal in reference to the HCSO’s needs and to the Proposals of others. Therefore, it is important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. Include succinct narratives and supporting documentation.

Provide distinct sections for the below in your proposal response. Be clear, concise and direct in your proposal outline – Evaluators may deduct points for lack of organization, difficulty in locating information, or failure to address specific evaluation criteria.

A. **TRANSITION PLAN** (15 points): [Estimated <30 pages]

Provide HCSO with a proposed action/transition plan that details the implementation of the services included in Contractor’s proposal. Plans shall prioritize: “cut over” and testing that minimizes interruptions to inmate communication services; limited disruptions to HCSO’s daily operations; expeditious and efficient deployment of all new equipment and services; no upfront cost to HCSO; requisite training (in-person or virtual) for approximately 1,200 relevant HCSO staff. An acceptable transition plan must identify all actions required for successful implementation of this contract in accordance with the RFP Requirements. The transition plan must provide dates after receipt of award, significant actions, identify actions that may require HCSO support, and completion of all actions with a specific date for the go-live of the requested system. All proposals must submit a transition plan. Transition plan may not exceed 60 days from date of contract execution.

B. **MINIMUM ANNUAL GUARANTEED COMMISSION** (25 points): [Estimated <10 pages]

Inmates or their family members will pay for services provided by the System. The proposal will be evaluated based on the Minimum Annual Guaranteed Commission associated with the proposed solution; for all commissionable services, with consideration to all current and future laws implemented during the contract period.

- i.) Conferral. In the event of a regulatory change, judicial decision, or legislative action, including the vacating or overturning of an FCC rule under the Martha Wright Reed Just and Communication Act of 2022 (“MWR Act”), that materially impacts the Parties’ obligations, cost structure, or revenue model, the parties shall confer.

While it is the intent of the HCSO to solicit for a turnkey solution at no cost to the HCSO, if the proposal contains direct costs to the HCSO, then the proposal should provide a detailed breakdown of all direct costs associated with project implementation, including labor costs, materials, and any other direct expenses. The proposal should demonstrate a clear understanding of the commission structure and provide a comprehensive plan for maximizing the revenue potential of the project.

The following formula will be utilized to determine the Points associated.

$$\frac{\text{Commission Rate Evaluated}}{\text{Highest Commission Rate}} \times \text{Maximum Points Available} = \text{Awarded Points}$$

C. TECHNOLOGY AND CAPABILITIES (20 points): [Estimated <30 pages]

The proposal will be evaluated based on the vendor's technology and capabilities, including the ability to deliver a comprehensive solution that meets the specifications outlined in Exhibit A. The proposal should demonstrate a clear understanding of the technical requirements of the project and provide a comprehensive plan for meeting those requirements. The evaluation will also take into consideration the vendor's technical capabilities, including their experience with similar projects and their ability to leverage emerging technologies and industry best practices to deliver an innovative solution. The evaluation criteria under this factor may include factors such as technical expertise, experience with similar projects and innovation.

D. ABILITY TO MEET TERMS AND REQUIREMENTS OF RFP (30 points): [Estimated <50 pages]

The proposal will be evaluated based on the vendor's ability to meet the terms and requirements of the RFP and Exhibit A. The proposal should provide a comprehensive and detailed response to each of the requirements outlined in these documents, demonstrating a clear understanding of the scope and objectives of the project. The evaluation will also take into consideration the vendor's ability to comply with all contractual and legal requirements associated with the project. The proposal should provide evidence of the vendor's ability to meet all timelines, milestones, and deliverables outlined in the RFP, and demonstrate a commitment to ensuring that all project requirements are met in a timely and effective manner. The evaluation criteria under this factor may include factors such as compliance with RFP requirements, ability to meet project timelines and milestones, and responsiveness to project needs.

Exhibit A, *Inmate Communication System Requirements*, is an excel format list which includes a column for the submitted proposals' page number references to the corresponding requirement. This Exhibit should be utilized as an index or table of contents to complement the proposal submission and must be returned completed.

E. VALUE ADDED OFFERING (10 points): [Estimated <30 pages]

Any and all offerings above-and-beyond the requirements listed within Exhibit A should be detailed in its own specific section of the Proposal Response. Provide tangible and measurable evidence of the offeror's ability to add value to the Proposal. Criteria may include the prospective ad-on(s) alignment with HCSO Mission and Goals, relevance to Inmate Welfare, or pertinence of keeping technological equipment(s) current and up to date.

3. PROPOSAL RESPONSE SUBMISSION REQUIREMENTS:

Proposals will be received until the time and date shown and the respondents will be read aloud immediately thereafter. A video recording of the opening will then be posted to the (HCSO) website at <https://TeamHCSO.com/Purchasing>. To support the evaluation of your Proposal, please refer to the PROPOSAL CHECKLIST. **Respondents that do not follow submittal instructions may be declared non-responsive and eliminated from consideration.**

Responses may be submitted by hand-delivery, United States Postal Service (USPS), commercial shipment or electronically at DemandStar.

The completed APPENDIX I (Supplier Application Packet) must be returned, with all the documentation listed therein, with your Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).

- A. One complete copy of the entire proposal package must be received.
- B. Physically submitted proposals must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operation Center, Financial Services Division – Purchasing Section, 2008 East Eighth Avenue, Tampa Florida 33605. To prevent inadvertent opening, the proposal must be marked as a SOLICITATION DOCUMENT (including the Solicitation number, Date, and Time of Opening) on the outermost envelope or packaging material – See Packaging Label.
- C. Electronic proposals may be submitted through a secure mailbox at DemandStar (www.demandstar.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their submission reaches DemandStar before the closing date and time.
- D. When appropriate, respondent should provide one (1) additional, clearly marked, redacted copy.
- E. If our specifications, when included, are not returned with your proposal, and no specific reference is made to them in your Proposal Response, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the Proposal Response, contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your Proposal Response.

4. SUBMITTING THE PROPOSAL RESPONSE:

- A. The proposal should be labeled and submitted in the following order:
 - i.) Signature documentation, Acknowledgments, Addenda
 - ii.) Proposal Content, A
 - iii.) Proposal Content, B
 - iv.) Proposal Content, C
 - v.) Proposal Content, D
 - vi.) Proposal Content, E
 - vii.) Appendix I - Supplier Application Packet
 - viii.) Exhibit A – Requirements
 - ix.) Complete Proposal Package (if not contained in the above referenced content sections)
- B. Each page of the proposal should be numbered. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is for

the Supplier to submit all information in a manner that is clearly referenced and easily located.

C. Electronic copies of the Proposal Response must be optimized for Optical Character Recognition (OCR) in Portable Document Format (PDF). The intention of this is to allow the Evaluation Team to search within the document.

3. CONTRACTOR ORDER INSTRUCTIONS:

Describe the preferred method of contact to request service. (Print the information below):

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office : (____) _____ Mobile: (____) _____ Fax : (____) _____

Email : _____

4. PROPOSER CONTACT INFORMATION:

Provide the contact information for the individual submitting this PROPOSAL RESPONSE. (Please print the information below):

Company Name: _____

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____) _____ Mobile: (____) _____ Fax: (____) _____

Email : _____

Describe the preferred method of contact for questions regarding this Proposal submission:

SIGNATURE OF AFFIRMATION AND DECLARATION

At this present time, we understand all requirements and warrant that as a serious Proposer we will comply with all the stipulations included in the Proposal Package. **The undersigned must be an Officer of the Company or a designated agent empowered to bind the Company in Contract.**

The below named Proposer affirms and declares:

- A. That Proposer is of lawful age and that no other person, firm, or corporation has any interest in this Proposal offered to be entered into;
- B. That this Proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud;
- C. That the Proposer is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;
- D. That no officer, employee, or person whose salary is payable in whole, or in part, from HCSO, is, shall be, or become interested, directly or indirectly, surety or otherwise in this Proposal Response; in the performance of the Contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Proposal shall remain open for 60 days following the opening of Proposals.

Respectfully submitted by,

Company Name

Company Officer Name (printed)

Date

Company Officer Signature

Title

PROPOSAL CHECKLIST

Company Name: _____

Include this checklist as a cover page with your Proposal Package:

- LETTER OF INTENT received by deadline.
- ONE (1) ORIGINAL copies of the entire completed RFP; including: solicitation; response; any addenda, acknowledgements, or other documentation requesting signature.
 - Refer to PROPOSAL RESPONSE SUBMISSION REQUIREMENTS and SUBMITTING THE PROPOSAL RESPONSE
- OPTIONAL, ONE (1) REDACTED copy of all required information and documents, if applicable, uploaded to DemandStar and clearly marked REDACTED.
 - See SUBMITTING THE PROPOSAL RESPONSE, Electronic copies of the Proposal Response
- EXHIBIT A – INMATE COMMUNICATION SYSTEM SERVICES REQUIREMENTS – Identify all listed requirement locations in your Response by page reference as requested.
- APPENDIX I – Completed *Supplier Packet* to include completed Supplier Application, W9, Direct Deposit and Business Tax Receipt or other government issued business license, Payment Authorization form and corresponding secondary verification.
- PROPOSAL PACKAGE SUBMITTAL LABEL on the outside of the sealed Proposal package, if applicable.

**Proposers are responsible for providing all required information, documents, and signatures. **

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PROPOSAL PACKAGE SUBMITAL LABEL

IMPORTANT

*Below is an example of the information required on the
OUTSIDE of your Proposal Package.*

Please use the label provided below.

URGENT - SEALED SUBMITTAL PACKAGE ENCLOSED

**HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATIONS CENTER**

ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION

2008 EAST 8TH AVE
TAMPA FL 33605

RFP PACKAGE SUBMITTAL

From: _____

2025-002

INMATE COMMUNICATION SYSTEM SERVICES

OPENING DATE/TIME:
MARCH 20, 2025, 3:00pm EST

URGENT

URGENT

LISTING OF ATTACHMENTS

- | | | | |
|----|--------------|-----|-------------------------------------------|
| 1. | APPENDIX I | PDF | Supplier Application Packet |
| 2. | APPENDIX II | PDF | Statement of No Participation |
| 3. | EXHIBIT A | PDF | Inmate Communications System Requirements |
| 4. | EXHIBIT B | PDF | Draft Contract Award Agreement |
| 5. | ATTACHMENT 1 | PDF | Facility Data |