

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Inmate Phone Service BID # PD 13-14.064						
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 08/6/2014 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknowledgement	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Total Percent on Gross Revenue
NAME OF BIDDER							
Montgomery Technology Systems LLC	Y	Check	Y	Y	N	N	68%
Global Tel Link Corporation	Y	Check	Y	Y	Y	Y	95%
Legacy Inmate Communications	Y	Check	Y	Y	Y	Y	83%
Securus Technologies	Y	Check	Y	Y	Y	Y	88.1%
CenturyLink	Y	Bond	Y	Y	Y	Y	96%
AmTel	Non-Responsive						
BIDS OPENED BY:	Joe F. Pillitary, Jr., Purchasing Coordinator DATE: 8/6/2014						
BIDS TABULATED BY:	Lori Kistler, SOSA DATE: 8/6/2014						
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: 8/6/2014						

CAR
DATE 9/4/2014

BOCC
DATE 9/4/2014

The Purchasing Chief/Designee recommends to the BCC: To award a Contract to CenturyLink.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted @ 4:30 p.m. CDT on 08/12/2014

JFR/K
[Signature]

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
INMATE PHONE SERVICE
SPECIFICATION PD 13-14.064**

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (WITH ORIGINAL SIGNATURE) & (5) FIVE COPIES ON CD
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.
DO NOT RETURN WITH YOUR BID**

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

INMATE PHONE SERVICE

SPECIFICATION NUMBER PD 13-14.064

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Thursday, August 6, 2014

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502, Conference Room 11.407 at 10:00 a.m., CDT, Wednesday, July 24, 2014. All Bidders are encouraged to attend

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

Lumon J. May, Chairman
Steven Barry, Vice Chairman
Wilson B. Robertson
Gene Valentino
Grover Robinson, IV

Procurement Assistance:

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com

Technical Assistance:

Whitney Lucas
Accountant
Corrections Department
2251 N. Palafox Street
Pensacola, FL 32501
Tel: (850) 417-4479
Fax: (850) 471-6571
Email wclucas@co.escambia.fl.us

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

**INMATE PHONE SERVICE
PD 13-14.064**

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Forms marked with a (** Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Joe Pillitary

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4878

Fax No: (850) 595-4807

Invitation to Bid

INMATE PHONE SERVICE

SOLICITATION NUMBER: PD 13-14.064

SOLICITATION

MAILING DATE: Monday, July 14, 2014

PRE-BID CONFERENCE: Non-Mandatory, Thursday, July 24, 2014 at 10:00a.m., CDT, 213 Palafox Place, Pensacola, FL 32502

OFFERS WILL BE RECEIVED UNTIL: Wednesday, August 6, 2014 at 3:00p.m., CDT and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By _____

County Administrator

Date

By _____

Signature of Person Authorized to Sign

Date

WITNESS _____

Date

ATTEST: _____

Corporate Secretary

Date

WITNESS _____

Date

[CORPORATE SEAL]

ATTEST: _____

Witness

Date

Awarded Date _____

ATTEST: _____

Witness

Date

Effective Date _____

BID FORM
Specification Number PD 13-14.064
INMATE PHONE SERVICE

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **INMATE PHONE SERVICE** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Payment Type	Call Type	Surcharge	Initial Minute	Additional 1 Minute	15 Min Call	Discount	% of total gross revenue paid to Escambia County
Collect	Local						
Collect	IntraLATA						
Collect	InterLATA						
Collect	InterState						
Collect	InterNational						
Prepaid	Local						
Prepaid	IntraLATA						
Prepaid	InterLATA						
Prepaid	InterState						
Prepaid	InterNational						
Debit	Local						
Debit	IntraLATA						
Debit	InterLATA						
Debit	InterState						
Debit	InterNational						

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
 Document Number _____

Bidder: _____

Occupational License No. _____

By: _____

Florida DBPR Contractor's License, Certification and/or
 Registration No. _____

Signature: _____

Type of Contractor's License, Certification and/or
 Registration _____

Title: _____

Address: _____

Expiration Date: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

Terms of Payment
 (Check one) Net 30 Days ____ 2% 10th Prox ____

E-Mail Address: _____

Home Page Address: _____

Will your company accept Escambia County Purchasing 4

Bid Form Continued
13-14.064
Page 2 of 2

Cards? Yes_____No_____.

Will your company accept Escambia County Direct
Payment Vouchers? Yes_____No_____.

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____
_____	_____

Person to contact for emergency service:

Phone/Cell/Pager #:_____

Person to contact for disaster service:

Home Address:_____

Home Phone/Cell/Pager #:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 13-14.064, INMATE PHONE SERVICE, Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by

telephone, by electronic mail, or by any other means of communication.

SCOPE OF WORK SUMMARY: Please refer to Exhibit A

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1000**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPPO, CPPB, Purchasing Coordinator (Telephone) (850) 595-4878, (Fax) (850) 595-4807. Technical questions may be directed to Whitney Lucas, (Telephone) (850) 417-4479, (Fax) (850) 471-6571, no later than July 30, 2014.

4. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted. The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

5. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32501 in Conference Room #11.407 on Thursday, July 24, 2014, at 10:00 a.m. CDT.

6. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from Whitney Lucas, phone (850) 417-4479. Failure to visually inspect the facilities may be cause for disqualification of your offer.

7. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. **Information and Descriptive Literature**

Offerors shall furnish all information requested and in the space provided on the bid/proposal form, if any. Furthermore, each offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

11. **Equipment/Service**

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful offeror. At the time of solicitation opening, the offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the bid/proposal form.

12. **Assembly and/or Placement**

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

13. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of 1 year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

14. **Manuals**

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	2 copies
Parts manual	2 copies
Repair manual	2 copies

15. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

16. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

17. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

18. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

19. **Federal Compliance Certifications**

To be considered, each offer must include an executed:

- Certification of offeror regarding Equal Employment Opportunity.
- Certification regarding Section 3 and Segregated Facilities
- Section 3 utilization plan
- Certification concerning Handicapped Accessibility
- Company Affirmative Action Plan
- Drug-Free Workplace Form
- Information Sheet
- Anti-Lobbying Certification

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

20. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two (2) additional twelve (12) months periods, up to a maximum twenty-four (24) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

21 **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The County may unilaterally renew the contract for the periods specified on the bid form for twenty-four (24) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

22. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 5.5 years.

23. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

24. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

25. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

26. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

27. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. Experience record showing the offeror's training and experience in similar work.
2. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
3. List of equipment and facilities available to do the work.
4. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

28. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

29. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid/proposal form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid/proposal offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

30. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

31. **Award**

Award shall be made on an "all-or-none total" basis.

32. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

33. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

34. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material

subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

35. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

36. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor assumes the full risk of and responsibility for any loss or damage occurring to their equipment, components and monies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County ' s acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Joe Pillitary, CPPO, CPPB
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4807
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance

requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

37.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Escambia County Corrections



P.O. Box 17800
Pensacola, FL 32522
(850) 436-9170
(850) 436-9167 Fax
www.myescambia.com

Escambia County Corrections; Inmate Phone Service, Scope of Work (SOW)

It is the responsibility of the contractor to provide continuous phone service for inmates who are incarcerated in the Escambia County Jail. For the purpose of this scope, continuous means 365 days per year with the hours operation agreed to by customer and contractor. The Escambia County Jail has two facilities, the Main Jail, and the Central Booking and Detention Facility.

Contractor agrees to provide the following forms of inmate phone services:

- Debit minutes
- Pre- paid minutes
- Interstate calls
- Collect calls

The Contractor must comply with all Florida Model Jail Standards and accreditation requirements set for by the Florida Corrections Accreditation commission (FCAC).

Contractor provides all necessary equipment, both hardware and software that is needed to provide telephone services to all inmates incarcerated in both jail facilities and the jail's booking area.

All equipment provided by contractor for use within inmate housing areas will be of acceptable durability for the operational environment.

Repair and maintenance of equipment is the responsibility of the contractor.

Contractor agrees to maintain all equipment, both hardware and software, in working order. Any malfunctions in hardware or software are the responsibility of the contractor to rectify within a specified reasonable, stipulated time-frame.

Contractor will set rates within the legally authorized limits as specified by the Federal Communications Commission and any other relevant regulatory agency.

Contractor agrees to operate with other vendors utilized by Escambia County Corrections, symbiotically if necessary.

Contractor agrees to provide software for the purpose of monitoring all facets of inmate phone use, to

EXHIBIT A

include monitoring, accounting, recording and storage of data.

Contractor agrees to store inmate phone records in accordance to GS 2 records retention requirements.

Contractor agrees to sell phone credits through the agency's commissary vender, both onsite and through web-based sales.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850)595-4980

(SUNCOM) 695-4980

TELEFAX (850)595-4805

<http://www.myescambia.com/solicitations>



CLAUDIA SIMMONS, CPPO
Purchasing Manager

July 16, 2014

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: **Inmate Phone Service, Specification Number PD 13-14.064**

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for the following:

Please remove and replace Title Page to reflect date error:

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502, Conference Room 11.407 at 10:00 a.m., CDT, ~~Wednesday~~, Thursday, July 24, 2014. All Bidders are encouraged to attend

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

A handwritten signature in blue ink that reads "Claudia Simmons".

Claudia Simmons, CPPO
Purchasing Manager

SIGNED: _____

COMPANY: _____

CS/lk

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

INMATE PHONE SERVICE

SPECIFICATION NUMBER PD 13-14.064

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Thursday, August 6, 2014

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502, Conference Room 11.407 at 10:00 a.m., CDT, ~~Wednesday~~, Thursday, July 24, 2014. All Bidders are encouraged to attend

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Lumon J. May, Chairman
Steven Barry, Vice Chairman
Wilson B. Robertson
Gene Valentino
Grover Robinson, IV**

**Procurement Assistance:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com**

**Technical Assistance:
Whitney Lucas
Accountant
Corrections Department
2251 N. Palafox Street
Pensacola, FL 32501
Tel: (850) 417-4479
Fax: (850) 471-6571
Email: wclucas@co.escambia.fl.us**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805



CLAUDIA SIMMONS
Purchasing Manager

<http://www.myescambia.com/departments/purchasing>

July 30, 2014

21 pps.

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: Inmate Phone Service, Specification Number PD 13-14.064

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

Remove and Replace Bid Form with Corrected Bid Form Attached

1. Page 1 the first bullet under the heading "The Following Documents shall be returned with Bid" has three forms being submitted in duplicate and the second bullet has bid forms being submitted on 5 CDs. However there are no directions as to the number of copies and CDs for the documents requested in "The Following Documents Should be Returned with Bid" nor the bullet for Bid Surety: Please clarify the number of hard copies, the number or original signatures required, and CD copies the County will receive of the complete response including all forms and documents requested. 1 original with signatures and 5 CDs
2. As the window for receiving questions is July 30th, and the response is due August 6th, and no deadline for responses back is given in the schedule, vendor requests an extension of two weeks after answers to the submitted questions have been sent to interested vendors to have enough time to revise or expand on the proposal response. **No, adhering to schedule**
3. How many phones do they currently have? **129**
4. Will they be adding any phones (need to know how many?) **Not at this time**
5. Can the county provide the current charges for 15 minute calls by Call Type? **Please See Escambia Call Rates 06-20-2012 Addendum**

Payment Type	Call Type	Surcharge	Initial Minute	Additional Minute	15 Min Call	Discount	% of total gross revenue paid to Escambia County
Collect	Local						
Collect	IntraLATA						
Collect	InterLATA						
Collect	InterState						
Collect	InterNational						
Prepaid	Local						
Prepaid	IntraLATA						
Prepaid	InterLATA						
Prepaid	InterState						

Prepaid	InterNational						
Debit	Local						
Debit	IntraLATA						
Debit	InterLATA						
Debit	InterState						
Debit	InterNational						

6. Can the County please provide the last 12 months of calls volume (revenue and minutes) by type? **See attachment 07-01-13 Thru 06-30-2014**
 7. What are the evaluation criteria for the county to determine a potential new contractor? What is most important to the county in choosing a new contractor? **Commission Rate Received by County**
 8. Do you want references? **Preferable but not required** Florida county references? **Preferable but not required** If yes how many? **3 Preferable but not required**
 9. Do you want a company that has been in business for at least 5 years with a robust client list? **Preferable but not required**
 10. What qualifications are you looking for from an experience telecommunications company?
- 1) In order to accurately evaluate the financial aspects of this opportunity, it is necessary to have historical call volume information. Please provide as much data as possible from the following chart, or provide information as requested in #4 below. **See Attached**

Call Category	# of Calls Per Month	# of Minutes Per Month	Total Revenue Per Month
LOCAL			
INTRALATA			
INTERLATA			
INTERSTATE			
International (Debit)			
Total	0	0	0

- 2) In addition, it is very helpful to have the rates currently being charged to called parties under the current contract. Please provide the following data. **See Attached**

Call Category	Surcharge or Connect Fee	First Minute	Add'l Minute	ISSC Per Call	Pay Phone Surcharge	Current Commission %
Local						
Intra LATA						
Inter LATA						
InterState						

- 3) Please provide a copy of the current inmate phone service agreement(s). **See Attached**
- 4) Please provide an average of monthly commissions received over the past year from the current vendor and copies of commission statements (if available.) If possible, please provide the current commission rate that is being paid to the county. **See Attached**
- 5) Please confirm that the County requires commission to be paid on Gross completed call revenue (i.e. every answered and accepted phone call including collect, prepaid collect and debit calls) with no deduction for unbillable or uncollectible calls or for any cost associated with providing the described service. The county shall receive commission based on Gross Billings for all Local, Intralata, Interlata, Interstate and International calls placed by way of collect calling or charged to a debit or pre-paid account.
Gross Billings shall mean amounts billed to those who accept collect calls made by inmates or amounts billed for calls placed by way of a prepaid account or a debit account established for inmate telephone services. Gross Billings shall not include taxes or fees assessed by government entities.
- 6) Please confirm that the County would like to be made aware of all additional charges that are non-commissionable and billed to the called party; i.e. Billed Cost Recovery Fee, etc. **YES**
- 7) Please provide the name of your Jail Management System. **Smart Jail**
- 8) Please provide the name of your Commissary Company. **Trinity (this is also out for bid)**
- 9) Please provide your current inmate daily population.

MONTH	ADP	MONTH	ADP
JUL13	1393	JAN14	1339
AUG13	1376	FEB14	1320
SEP13	1404	MAR14	1251
OCT13	1389	APR14	1271
NOV13	1351	MAY14	1158
DEC13	1354	JUN14	1141

- 10) Please provide the number of phones the County will require for the facility(coinless, payphones and TDDY). **We currently have 75 telephones**
- 11) Of the listed below which documents and or certificates are deemed necessary for bidding the Inmate Telephones?

These Forms will NOT apply

Federal Compliance Certifications

~~To be considered, each offer must include an executed:~~

Addendum 2
13-14.064

- ~~-Certification of offeror regarding Equal Employment Opportunity-~~
- ~~-Certification regarding Section 3 and Segregated Facilities~~
- ~~-Section 3 utilization plan~~
- ~~-Certification concerning Handicapped Accessibility~~
- ~~-Company Affirmative Action Plan~~
- ~~-Information Sheet~~

On the Bid Form for Specifications, there are requests for the Florida DBPR Contractor's License and Type of Contractor's License, Certification and or Registration. Per the State of Florida, only listed professionals require a DBPR license. <http://www.myfloridalicense.com/dbpr/services.html>. Additionally, specific to telecommunications in the state of Florida, a vendor that is licensed as a public service/utility company does not require a license.

http://myfloridalicense.custhelp.com/app/answers/detail/a_id/1463/kw/telecommunications **NA**

Will the County remove these license requirements from the response or affirm that these licenses are not applicable? **YES**

1. Will the County please confirm the bid response date? **August 6, 2014 @ 3:00p.m., CDT**
2. Is the bid solicitation just for commission, or is it also for products and features? **Commission (although we should maintain all our same features we have with the current provider)**
3. If the bid is also for products and features, will the County confirm you would like the following enhanced features:
 - A. Voice Biometrics **YES**
 - B. Interactive Voice Response (IVR) for inmates friends and family to call for inmate information: **YES**
 - I. Release date
 - II. Visitation hours, etc.
 - C. Remote access for authorized Users
 - D. Commissary ordering over the inmate phone system **YES**
 - E. Inmate kiosk for the purpose of but not limited to: **YES, but these are going to be provided by the commissary vendor**
 - I. Inmate complaints
 - II. Commissary ordering
 - III. Video Visitation
 - IV. Medical requests
 - V. Inmate email
 - VI. Trust balance verification
 - VII. Inmate texting, etc.
4. Will multiple offers be accepted? **NO**
5. Will the County require customer references, and if so will they be for facilities of the same capacity and product / service requirements as Escambia today? **Not Required, but appreciated**
6. Will the County require commission on interstate calling? **See Bid Form**
7. Will calling rates be required to remain the same? **NO**
8. Will the County state what fees will be allowed? **NO**
9. Will the County require all vendors to disclose their fees and calling rates for all calling types and payment methods? **YES**
10. What is the evaluation criteria for the following: **THIS IS A BID NOT A RFP**

11. The contract will be awarded to the vendor that will produce the largest revenue for the county

THIS IS A BID NOT A RFP

- A. How will the calling rates be scored?
 - B. How will the fees be scored?
 - C. How will commission be scored?
 - D. How will service and preventive maintenance be scored?
 - E. How will implementation be scored?
12. How will the County respond to the upcoming FCC changes in mandating rate and commission compliance? **This should be addressed by the vendor**
- What services are currently provided to Escambia? Video Visitations? **YES** Lobby Cash Kiosks? **YES** Visitation Stations? **YES** (If so, how many?) **60**
 - What is the current number of phones installed? **75**
 - May I get a copy (via e-mail) of the current inmate phone service contract? **Attached**
 - Who is the current provider for the inmate phone system today? **Centurylink**
 - Who is the current commissary provider for the County? **Trinity**
 - What is the average length of stay for an inmate? **34 days**
 - Can the vendor offer more than one rate and commission plan for your consideration? **Yes**
 - Will the county require that we interface with the JMS provider? **YES** The commissary provider? **YES**
 - If so, can you provide the name of the JMS system contact information for both the JMS and the Commissary providers? **JMS: Smart Jail, Commissary: Trinity (although this is out for bid currently)**

Please provide the current **Call Count & Minutes of Use for the last 6 months** broken out in the following: **ATTACHED**

<u>Collect</u>	<u>Prepaid</u>	<u>Debit</u>	<u>Free</u>
Local	Local	Local	Local
Intralata	Intralata	Intralata	Intralata
Interlata	Interlata	Interlata	Interlata
Interstate	Interstate	Interstate	Interstate
International	International	International	International

Please provide the rates and commissions for the following calls broken out in the following:
ATTACHED

<u>Collect</u>	<u>Prepaid</u>	<u>Debit</u>
Local	Local	Local
Intralata	Intralata	Intralata
Interlata	Interlata	Interlata
Interstate	Interstate	Interstate
International	International	International

Page 20 to read

31. Award

Award shall be made to the highest percentage of revenue to the County.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,



Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

JP/lk

With Attachments

BID FORM
Specification Number PD 13-14.064
INMATE PHONE SERVICE

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for INMATE PHONE SERVICE as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Payment Type	Call Type	Surcharge	Initial Minute	Additional 1 Minute	15 Min Call	Discount	% of total gross revenue paid to Escambia County
Collect	Local						
Collect	IntraLATA						
Collect	InterLATA						
Collect	InterState						
Collect	InterNational						
Prepaid	Local						
Prepaid	IntraLATA						
Prepaid	InterLATA						
Prepaid	InterState						
Prepaid	InterNational						
Debit	Local						
Debit	IntraLATA						
Debit	InterLATA						
Debit	InterState						
Debit	InterNational						

Total Percent of revenue to county _____%

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
 Document Number _____

Bidder: _____

Occupational License No. _____

By: _____

Florida DBPR Contractor's License, Certification and/or
 Registration No. _____

Signature: _____

Type of Contractor's License, Certification and/or
 Registration _____

Title: _____

Address: _____

Expiration Date: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

Terms of Payment
 (Check one) Net 30 Days _____ 2% 10th Prox _____

E-Mail Address: _____

Home Page Address: _____

Will your company accept Escambia County Purchasing 4

Cards? Yes _____ No _____.

Will your company accept Escambia County Direct Payment Vouchers? Yes _____ No _____.

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
NA	
_____	_____
_____	_____
_____	_____

Person to contact for emergency service:

Phone/Cell/Pager #: _____

Person to contact for disaster service:

Home Address: _____

Home Phone/Cell/Pager #: _____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$1000.00.

The Bidder agrees to fully complete all work included above within three (3) consecutive calendar days from the date of Notice to Proceed. **Liquidated damages of \$1500.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of \$1000.00 of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.

CONTRACT_NBR	BILL_TYPE	CALL_TYPE	RATE	SURCHARGE
Escambia	DEBIT	ALASKA	\$ 0.89	\$ 4.99
Escambia	DEBIT	CANADA	\$ 0.89	\$ 4.99
Escambia	DEBIT	CARIBBEAN	\$ 0.99	\$ 4.25
Escambia	DEBIT	HAWAII	\$ 0.89	\$ 4.99
Escambia	DEBIT	INTERLATA INTERSTATE	\$ 0.89	\$ 4.99
Escambia	DEBIT	INTERLATA INTRASTATE	\$ 0.30	\$ 1.75
Escambia	DEBIT	INTERNATIONAL	\$ 0.99	\$ 4.25
Escambia	DEBIT	INTRACELL	\$ -	\$ 2.25
Escambia	DEBIT	INTRALATA INTERSTATE	\$ 0.30	\$ 1.75
Escambia	DEBIT	INTRALATA INTRASTATE	\$ 0.30	\$ 1.75
Escambia	DEBIT	LOCAL METERED	\$ -	\$ 2.25
Escambia	DEBIT	MEXICO	\$ 0.99	\$ 4.25
Escambia	DEBIT	PUERTO RICO	\$ 0.89	\$ 4.99
Escambia	DEBIT	US CARIBBEAN	\$ 0.89	\$ 4.99
Escambia	COLLECT	ALASKA	\$ 0.89	\$ 4.99
Escambia	COLLECT	CANADA	\$ 0.89	\$ 4.99
Escambia	COLLECT	CARIBBEAN	\$ -	\$ -
Escambia	COLLECT	HAWAII	\$ 0.89	\$ 4.99
Escambia	COLLECT	INTERLATA INTERSTATE	\$ 0.89	\$ 4.99
Escambia	COLLECT	INTERLATA INTRASTATE	\$ 0.30	\$ 1.75
Escambia	COLLECT	INTERNATIONAL	\$ -	\$ -
Escambia	COLLECT	INTRACELL	\$ -	\$ 2.25
Escambia	COLLECT	INTRALATA INTERSTATE	\$ 0.30	\$ 1.75
Escambia	COLLECT	INTRALATA INTRASTATE	\$ 0.30	\$ 1.75
Escambia	COLLECT	LOCAL METERED	\$ -	\$ 2.25
Escambia	COLLECT	US CARIBBEAN	\$ 0.89	\$ 4.99
Escambia	PREPAID	ALASKA	\$ 0.89	\$ 4.99
Escambia	PREPAID	CANADA	\$ 0.89	\$ 4.99
Escambia	PREPAID	CARIBBEAN	\$ 0.99	\$ 4.25
Escambia	PREPAID	HAWAII	\$ 0.89	\$ 4.99
Escambia	PREPAID	INTERLATA INTERSTATE	\$ 0.89	\$ 4.99
Escambia	PREPAID	INTERLATA INTRASTATE	\$ 0.30	\$ 1.75
Escambia	PREPAID	INTERNATIONAL	\$ 0.99	\$ 4.25
Escambia	PREPAID	INTRACELL	\$ -	\$ 2.25
Escambia	PREPAID	INTRALATA INTERSTATE	\$ 0.30	\$ 1.75
Escambia	PREPAID	INTRALATA INTRASTATE	\$ 0.30	\$ 1.75
Escambia	PREPAID	LOCAL METERED	\$ -	\$ 2.25
Escambia	PREPAID	MEXICO	\$ 99.00	\$ 4.25
Escambia	PREPAID	PUERTO RICO	\$ 0.89	\$ 4.99
Escambia	PREPAID	US CARIBBEAN	\$ 0.89	\$ 4.99



Revenue by Account Type
Site: Escambia Detention Center
Start_Time = 07/01/2013 00:00:00 End_Time = 06/30/2014 23:59:00

Charge Type	Tariff Type	Calls	Talk Secs	Billed Mins	Revenue	Percent
Collect	Local	18516	12416933	213419	41661.00	
	Intra Cell	0	0	0	0.00	
	Intra LATA	133	69504	1212	596.35	
	Intrastate	867	574792	9880	4481.25	
	Interstate	2174	1169052	20369	17978.90	
	Canadian	0	0	0	0.00	
	Caribbean	0	0	0	0.00	
	International	0	0	0	0.00	
Subtotal		21690	14230281	244880	64717.50	7.4
Prepaid	Local	167021	131979089	2247491	375797.25	
	Intra Cell	71381	56261667	957603	160607.25	
	Intra LATA	3690	2284848	39382	18272.10	
	Intrastate	3831	2321419	39956	18691.05	
	Interstate	8959	5728714	98510	51962.10	
	Canadian	0	0	0	0.00	
	Caribbean	0	0	0	0.00	
	International	0	0	0	0.00	
Subtotal		254882	198575737	3382942	625329.75	71.7
Debit	Local	52728	41943416	713263	118638.00	
	Intra Cell	20332	16157058	274577	45747.00	
	Intra LATA	838	448172	7778	3799.90	
	Intrastate	821	412325	7158	3584.15	
	Interstate	2253	1594550	27251	9665.28	
	Canadian	0	0	0	0.00	
	Caribbean	1	898	15	18.34	
	International	26	15749	269	376.81	
Subtotal		76999	60572168	1030311	181829.48	20.9
Debit card	Local	0	0	0	0.00	
	Intra Cell	0	0	0	0.00	
	Intra LATA	0	0	0	0.00	
	Intrastate	0	0	0	0.00	
	Interstate	0	0	0	0.00	
	Canadian	0	0	0	0.00	
	Caribbean	0	0	0	0.00	
	International	0	0	0	0.00	
Subtotal		0	0	0	0.00	0.0
Grand Total		353571	273378186	4658133	871876.73	100.0

Results for all Hosts
 Order by Host
 Between 07/21/2014 and 07/22/2014

Host	Trunk	Out-Dialed Calls	Accepted Calls	Percent Accepted
escf103	3101	60	18	30.00%
escf103	3102	51	11	21.57%
escf103	3104	39	9	23.08%
escf103	3105	49	12	24.49%
escf103	3106	24	4	16.67%
escf103	3109	52	18	34.62%
escf103	3113	87	24	27.59%
escf103	3117	55	11	20.00%
escf103	3118	58	20	34.48%
escf103	3122	35	12	34.29%
escf103	3124	1	0	0.00%
escf103	3201	27	8	29.63%
escf103	3202	2	0	0.00%
escf103	3203	25	13	52.00%
escf103	3204	22	3	13.64%
escf103	3205	44	43	97.73%
escf103	3206	37	33	89.19%
escf103	3207	35	35	100.00%
escf103	3208	44	43	97.73%
escf103 Totals	19	750	328	43.73%
escf104	4101	63	29	46.03%
escf104	4102	71	27	38.03%
escf104	4103	72	20	27.78%
escf104	4104	34	9	26.47%
escf104	4105	43	15	34.88%
escf104	4106	23	12	52.17%
escf104	4107	33	11	33.33%
escf104	4108	27	0	0.00%
escf104	4109	36	12	33.33%
escf104	4112	40	13	32.50%
escf104	4113	47	19	40.43%
escf104	4119	27	12	44.44%
escf104	4120	49	16	32.65%
escf104	4122	58	22	37.93%
escf104	4124	59	16	27.12%
escf104	4201	20	5	25.00%
escf104	4202	11	3	27.27%
escf104	4203	25	11	44.00%

Host	Trunk	Out-Dialed Calls	Accepted Calls	Percent Accepted
escf04	4204	1	1	100.00%
escf04	4205	44	42	95.45%
escf04	4206	49	47	95.92%
escf04	4207	51	50	98.04%
escf04	4208	51	48	94.12%
escf04 Totals	23	922	459	49.78%



Call Counts by Trunk Number
 Site: Escambia Detention Center
 Start_Time = 07/21/2014 00:00 End_Time = 07/21/2014 23:59

Site Name	Trunk	Out-dialed Calls	Accepted Calls	Percent Accepted
Escambia C	1201	0	0	0.00
Escambia C	1202	0	0	0.00
Escambia C	1203	0	0	0.00
Escambia C	1204	0	0	0.00
Escambia C	1205	0	0	0.00
Escambia C	1206	0	0	0.00
Escambia C	1207	0	0	0.00
Escambia C	1208	0	0	0.00
Escambia C	1301	0	0	0.00
Escambia C	1302	0	0	0.00
Escambia C	1303	0	0	0.00
Escambia C	1304	0	0	0.00
Escambia C	1305	0	0	0.00
Escambia C	1306	0	0	0.00
Escambia C	1307	0	0	0.00
Escambia C	1308	0	0	0.00
Escambia C	1309	0	0	0.00
Escambia C	1310	0	0	0.00
Escambia C	1311	0	0	0.00
Escambia C	1312	0	0	0.00
Escambia C	1313	0	0	0.00
Escambia C	1314	0	0	0.00
Escambia C	1315	0	0	0.00
Escambia C	1316	0	0	0.00
Escambia C	1317	0	0	0.00
Escambia C	1318	0	0	0.00
Escambia C	1319	0	0	0.00
Escambia C	1320	0	0	0.00
Escambia C	1321	0	0	0.00
Escambia C	1322	0	0	0.00
Escambia C	1323	0	0	0.00
Escambia C	1324	0	0	0.00
Escambia C	2101	0	0	0.00
Escambia C	2102	0	0	0.00
Escambia C	2103	0	0	0.00
Escambia C	2104	0	0	0.00
Escambia C	2105	0	0	0.00
Escambia C	2106	0	0	0.00
Escambia C	2107	0	0	0.00
Escambia C	2108	0	0	0.00
Escambia C	2109	0	0	0.00
Escambia C	2110	0	0	0.00
Escambia C	2111	0	0	0.00
Escambia C	2112	0	0	0.00
Escambia C	2113	0	0	0.00
Escambia C	2114	0	0	0.00



Call Counts by Trunk Number
Site: Escambia Detention Center
Start Time = 07/21/2014 00:00 End Time = 07/21/2014 23:59

Site Name	Trunk	Out-dialed Calls	Accepted Calls	Percent Accepted
Escambia C	2115	0	0	0.00
Escambia C	2116	0	0	0.00
Escambia C	2117	0	0	0.00
Escambia C	2118	0	0	0.00
Escambia C	2119	0	0	0.00
Escambia C	2120	0	0	0.00
Escambia C	2121	0	0	0.00
Escambia C	2122	0	0	0.00
Escambia C	2123	0	0	0.00
Escambia C	2124	0	0	0.00
Escambia C	2201	0	0	0.00
Escambia C	2202	0	0	0.00
Escambia C	2203	0	0	0.00
Escambia C	2204	0	0	0.00
Escambia C	2205	0	0	0.00
Escambia C	2206	0	0	0.00
Escambia C	2207	0	0	0.00
Escambia C	2208	0	0	0.00
Escambia C	3101	56	17	30.36
Escambia C	3102	51	11	21.57
Escambia C	3103	0	0	0.00
Escambia C	3104	38	8	21.05
Escambia C	3105	49	12	24.49
Escambia C	3106	22	4	18.18
Escambia C	3107	0	0	0.00
Escambia C	3108	0	0	0.00
Escambia C	3109	51	17	33.33
Escambia C	3110	0	0	0.00
Escambia C	3111	0	0	0.00
Escambia C	3112	0	0	0.00
Escambia C	3113	83	23	27.71
Escambia C	3114	0	0	0.00
Escambia C	3115	0	0	0.00
Escambia C	3116	0	0	0.00
Escambia C	3117	54	10	18.52
Escambia C	3118	57	20	35.09
Escambia C	3119	0	0	0.00
Escambia C	3120	0	0	0.00
Escambia C	3121	0	0	0.00
Escambia C	3122	34	11	32.35
Escambia C	3123	0	0	0.00
Escambia C	3124	1	0	0.00
Escambia C	3201	26	8	30.77
Escambia C	3202	2	0	0.00
Escambia C	3203	24	12	50.00
Escambia C	3204	21	3	14.29



Call Counts by Trunk Number
Site: Escambia Detention Center
Start_Time = 07/21/2014 00:00 End_Time = 07/21/2014 23:59

Site Name	Trunk	Out-dialed Calls	Accepted Calls	Percent Accepted
Escambia C	3205	40	39	97.50
Escambia C	3206	36	32	88.89
Escambia C	3207	35	35	100.00
Escambia C	3208	43	43	100.00
Escambia C	4101	59	26	44.07
Escambia C	4102	66	25	37.88
Escambia C	4103	72	20	27.78
Escambia C	4104	34	9	26.47
Escambia C	4105	42	14	33.33
Escambia C	4106	22	11	50.00
Escambia C	4107	25	9	36.00
Escambia C	4108	27	0	0.00
Escambia C	4109	34	11	32.35
Escambia C	4110	0	0	0.00
Escambia C	4111	0	0	0.00
Escambia C	4112	40	13	32.50
Escambia C	4113	47	19	40.43
Escambia C	4114	0	0	0.00
Escambia C	4115	0	0	0.00
Escambia C	4116	0	0	0.00
Escambia C	4117	0	0	0.00
Escambia C	4118	0	0	0.00
Escambia C	4119	27	12	44.44
Escambia C	4120	49	16	32.65
Escambia C	4121	0	0	0.00
Escambia C	4122	55	21	38.18
Escambia C	4123	0	0	0.00
Escambia C	4124	59	16	27.12
Escambia C	4201	19	5	26.32
Escambia C	4202	11	3	27.27
Escambia C	4203	25	11	44.00
Escambia C	4204	1	1	100.00
Escambia C	4205	42	40	95.24
Escambia C	4206	47	45	95.74
Escambia C	4207	45	44	97.78
Escambia C	4208	47	44	93.62
Escambia C	9900	0	0	0.00

AGREEMENT RELATING TO INMATE TELEPHONE SERVICES

This Agreement is made and entered into this 5th day of September, 2013, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Embarq Payphone Services, Inc., d/b/a CenturyLink, a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose principal address is 100 CenturyLink Drive, Monroe, LA 71203.

WITNESSETH:

WHEREAS, the County is responsible for the operation of the Escambia County Correctional System, to include the Escambia County Central Booking and Detention Facility, and the Main Jail Facility; and

WHEREAS, the County desires to provide inmate telephone service to the inmates in the Escambia County Central Booking and Detention Facility, and the Main Jail Facility (hereinafter referred to as "Facilities"); and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence as of the effective date and continue for a term of three (3) years with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. **Contractor's Scope of Services**.

For the purpose of this agreement *inmate telephone system* shall (hereinafter referred to as "ITS") mean a system of coinless telephones for use by inmates for making collect calls or calls charged to a debit or pre-paid account established for such inmate telephone services, and coin operated telephones located in the non-confinement areas of the Facilities.

Without cost to the County, Contractor shall provide an ITS for all existing and future Facilities operated by Escambia County. Contractor shall supply, at its sole expense, all labor, materials, equipment, permits and licenses (where applicable) required to supply, install, repair and maintain the ITS.

Without cost to the County, Contractor shall provide the following Value Added Services:

- Regular software updates to the ITS;
- Annual cell phone assessments to detect inmate cell phone use;

- Voice messaging capability to allow friends/family of inmates to leave voice messages for inmates; and
- ITS interface with the commissary vendor in order to allow inmates to place orders with the commissary and pay for calls on a per-call real time basis with an Inmate commissary account.

4. License. County hereby grants unto Contractor, subject to the conditions stated herein, an exclusive license to provide ITS services for the Facilities.

5. License Fee. In consideration for the right to provide ITS services, Contractor shall pay County a license fee equal to sixty-six percent (66%) of *Gross Billings*, as defined herein, for all Local, Intra-lata, Inter-lata, Interstate and International calls placed by way of collect calling or charged to a debit or pre-paid account established for such inmate telephone services. Notwithstanding the above, County and Contractor agree to re-negotiate the license fee in good faith should regulatory rules (e.g. the establishment of rate caps by a federal or state regulatory body) materially change throughout the course of the Agreement.

For the purpose of this agreement, *Gross Billings* shall mean amounts billed to those who accept collect calls made by inmates or amounts billed for calls placed by way of a prepaid account or a debit account established for inmate telephone services. *Gross Billings* shall not include taxes or fees assessed by government entities.

In accordance with Contractor's General Exchange Tariff, *Gross Billings* shall not include calls by inmates to his or her appointed counsel with the Office of the Public Defender.

6. Method of Payment. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the call activity, billing reports, and amount due and owing to County with appropriate supporting documentation. The license fee shall be paid to County within sixty days of the close of each month.

7. Charges and Programming of Phones. The applicable rates and fees to be charged for calls made by inmates using the ITS shall be in accordance with Option C of the Contractor's proposal, attached hereto and incorporated herein as Exhibit "A".

All inmate phones will be programmed to process collect, debit and prepaid calls only, and calls charged to a third party and credit cards will not be permitted. Call charges will only include the time from the point at which the called party accepts the call and will end when either party returns the phone handset to the on-hook position or until either party attempts a hook flash. There will be no charge to the called party for any setup time.

Fraudulent usage or expenses related to fraudulent use of the ITS by inmates will be the sole responsibility of Contractor.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. **Maintenance.** Without cost to the County, Contractor shall be responsible for the maintenance and repair of the ITS. County shall allow Contractor reasonable access to the facilities during normal business hours to perform such maintenance and repair. Should the County observe or receive reports of any malfunction or loss of service, County shall immediately notify Contractor.

Contractor's failure to properly maintain the ITS to the reasonable satisfaction of County shall constitute a breach of this agreement and grounds for termination. If the County believes Contractor has failed to properly maintain the ITS and it gives Contractor notice of such failure, Contractor shall be given thirty (30) days after receipt of such notice to cure the breach. If Contractor fails to cure the breach to the reasonable satisfaction of the County within thirty (30) days, then the County may immediately terminate this Agreement.

10. **Loss, Damage, or Destruction.** County shall not be liable for any loss, damage, or destruction of or to the ITS equipment.

The ITS equipment is subject to removal by Contractor in the event of theft, excessive vandalism, fraudulent usage or governmental regulatory restrictions which prohibit or prevent Contractor from complying with the terms of this Agreement.

The Parties shall cooperate and use their best efforts to prevent fraudulent usage, vandalism, or other damage to the ITS.

11. **Ownership of Property.** All equipment, fixtures and supplies furnished by Contractor shall remain the sole property of Contractor. Upon termination or expiration of the agreement, County shall allow Contractor reasonable access to the facilities during normal business hours to remove such property.

12. **Indemnification.** The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

13. **Insurance.** The Contractor is required to carry the following insurance:

(a) **Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.**

(b) **Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.**

(c) **Excess or Umbrella Liability coverage.**

(d) **Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.**

(e) **It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.**

(f) **Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.**

14. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

15. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Embarq Payphone Services, Inc.
Attention: Paul Cooper
Mailstop KSOPKJ0302-302
5454 West 110th Avenue
Overland Park, KS 66211

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

17. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

18. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

19. **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to the rules and regulations of the Federal Communications Commission and the Florida Public Service Commission.

20. **Confidentiality.** To the extent permitted by law, the Contractor shall not use, disclose or disseminate to any person, firm, corporation or entity any confidential information related to the Escambia County Correctional System including, but not limited to, security system plans, building plans, computer systems, processes or data of any other kind. Contractor acknowledges that a breach of this provision will cause irreparable injury to the County for which the County shall be entitled to temporary and permanent injunctive relief. This provision shall remain in full force and effect and enforceable even after the expiration or termination of this agreement.

21. **Assignment of Agreement.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

22. **Miscellaneous.** If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

23. **Annual Appropriation.** Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 5th day of September, 2013, and Embarq Payphone Services, Inc., d/b/a Century Link, signing by and through its Director, duly authorized to execute same.

Approved as to form and legal sufficiency.

By/Tittle: K. N. D. A. C. A.
Date: 9/29/13

ATTEST: PAM CHILDERS
Clerk of the Circuit Court



By: [Signature]
Deputy Clerk

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: [Signature]
Gene M. Valentino, Chairman

Date: 9/5/2013

BCC Approved: 9/5/2013

CONTRACTOR:
EMBARQ PAYPHONE SERVICES, INC.
d/b/a CENTURYLINK

By: [Signature]
Paul Cooper, General Manager

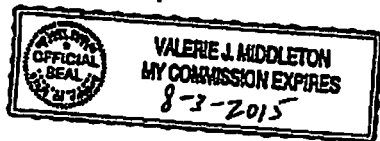
Date: 08/23/2013

ATTEST:

By: Valerie J. Middleton/OSO
Corporate Secretary

(SEAL)

[Signature]



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805

<http://www.myescambia.com/departments/purchasing>



CLAUDIA SIMMONS
Purchasing Manager

July 31, 2014

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: Inmate Phone Service, Specification Number PD 13-14.064

Gentlemen:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #3 provides for corrections to Q & A's in Addendum 2:

Item 3: Q: How many phones do they currently have?

A: Correct number is 75 at this time

Item 4: Q: Will they be adding any phones (need to know how many?)

A: Want to add 16 to Phase II – 1 in each pod

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received it. You may photo copy for your record.

Sincerely,

A handwritten signature in blue ink that reads "Joe F. Pillitary, Jr." with a stylized flourish at the end.

Joe F. Pillitary, Jr., CPPO, CPPB
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

JFP/abh