

Charles County Sheriff's Office
Charles County Detention Center
Charles County, Maryland

REQUEST FOR PROPOSALS



Communication Services for Detainees
Request for Proposal (RFP) #2025-003

Release date: March 25, 2025

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1. BACKGROUND

The Charles County Detention Center (CCDC) is a 425-bed facility located in La Plata, Maryland. It is a linear-style, indirect supervision facility that houses sentenced and pre-trial male and female detainees, from minimum to maximum levels of security. CCDC is managed daily by a Director and comes under the administrative authority of the Sheriff of Charles County.

In addition to a 7-cell booking area for detainees and new admissions, CCDC maintains 10 general population, and 9 special needs, housing units. CCDC ADP currently is 180. The number of bookings in 2024 was 5,298. For historical purposes, 2023 bookings were 3,246, 2022 bookings were 2,978, and 2021 bookings were 2,671.

FACILITY SPECIFICATIONS	
Current Average Daily Population (ADP)	180
Number of Beds	425
Telephone Call Time Limit (in minutes)	20
Hours of Availability for Detainee Telephones	0730-1900
Hours of Availability for Booking Telephones	24/7
# of Detainee Telephones Required	To Be Determined
# of Booking Telephones Required	To Be Determined
Portable/Cordless Phones Required	To Be Determined
#TDD/VRS Devices Required	To Be Determined

JAIL SYSTEMS INTERFACE POINT OF CONTACT DETAILS	
Jail Management System (JMS) Provider	Keystone
Commissary Provider	OASIS
Detainee Accounts	OASIS

2. GENERAL PROPOSAL INFORMATION

The Charles County Sheriff's Office (CCSO), is soliciting proposals from Offerors qualified, responsible and willing to provide Communication Services (Telephone, Mail and Legal Mail) to detainees in the custody of the Charles County Sheriff's Office housed in the Charles County Detention Center, located at 6905 Crain Highway, La Plata, MD 20646, to include cost effective telephone and onsite mail printing with offsite postal mail scanning & processing services that maintain a level of quality in accordance with standards established by the Federal Communications Commission (FCC), the State of Maryland and per the terms, conditions and specifications called for herein.

Additionally, to streamline facility operations and reduce facility staff burden, Proposer MUST provide, at no cost to the CCSO; a secure, single login web-based administrative platform that provides

an unlimited number of authorized users with access to ALL administrative controls, reporting and investigative features/tools of the Proposer’s Telephone and Mail services. The web-based administrative platform MUST meet the following minimum requirements:

- a. Be readily accessible to authorized users via any PC with a modern browser and active Internet without the need to download additional software.
- b. Must provide various manuals and automated tools to aid in the investigation or discovery of criminal activities by allowing investigators to easily check for any links between detainees and public individuals or other detainees using multi-path and multi-relation analysis.
- c. Multi-path/multi-relation analysis must be capable of detecting an indirect relationship between two detainees through a public individual using a combination of phone calls and digitized incoming mail.
- d. CCSO requests each proposer to submit a proposal for these Communication Services at no cost to CCSO. Proposals are to include all internal and external connectivity, hardware, software, on-site training, software upgrades, technical service, cloud-based or hosted server storage, technical support, and maintenance fees.
- e. All equipment installed within the Charles County Detention Center will remain the sole property of the Proposer. All hardware, software, equipment, networking, cabling, etc. must be correctional grade and secure at all times.
- f. All Detainee Technology Services MUST be bilingual (English and Spanish at minimum). Proposer shall list all other languages that are available.

Offerors are required to read the entire solicitation, including all referenced documents, attest that they are willing able to comply, and incorporate all costs in their proposal.

No verbal requests for clarification or interpretations will be accepted. Offerors must submit any questions or deviation requests in writing to Charles County Sheriff’s Office Procurement Specialist, Attention: Stacey Fowler, email: fowlers@ccso.us. All requests/questions must be received no later than April 24, 2025, at 1:00 pm Eastern Time, no exceptions.

3. SPECIFICATIONS/SCOPE OF SERVICES

3-1. Telephone System (TS)

The system shall include hardware, software, phones and allows detainees to make both local and long distance collect calls without the need for conventional live operator services. Installation, continued operation, training, and support of the system are also requirements of the resulting contract. The system shall include equipment designed for the correctional environment and is subject to approval by the Charles County Sheriff’s Office. The equipment must be non-coin operated, durable and tamper-free equipment suitable for a jail environment, and equipment must contain no removable parts.

3-1.1 General Requirements

- a. The proposer must provide, at no cost to CCDC, a telephone system (TS) for the detainee population that processes prepaid and pre-approved free calls only. The TS must allow for a detainee-to-phone ratio of no less than 9:1. The system must include state-of-the-art phones utilizing, at a minimum, voice recognition and PIN-based user identification.
- b. The proposer's telephone system and all related detainee communication services must be administered through a single, web-based administrative platform to streamline operations and reduce staff burden.
- c. The proposer must provide, at no cost to CCDC, detainee telephone stations composed of durable equipment suitable for the jail environment.
- d. The proposer must provide, at no cost to CCDC, cordless telephone stations to be utilized in certain high-risk areas to reduce the risk of detainee self-harm. These areas will be determined by CCDC personnel and are subject to change according to the housing needs and requirements of CCDC.
- e. The proposer must provide, at no cost to CCDC, portable detainee phones for high-risk or locked-down detainees. These phones must adhere to the same restrictions (e.g., time limits, blocked calls) as regular housing phones.
- f. The telephone system must comply with the Americans with Disabilities Act (ADA), including providing telephones accessible to persons in wheelchairs and supporting devices that are compatible with Telephone Devices for the Deaf (TDD) or Video Relay Services.
- g. All detainee telephone devices must be FCC registered. The proposer's current FCC registration number must be provided as part of the proposal response.

3-1.2 Call Restrictions

- a. The system must block calls to the following numbers:
 - i. 911
 - ii. All 800 services
 - iii. All 900 services
 - iv. 411 numbers (Directory assistance)
 - v. Local emergency numbers
- b. The system must prevent incoming calls to detainee phones.
- c. The system must allow CCDC to identify which detainee is placing a call and which device is being used. Additionally, it should provide the capability for CCDC to monitor or record calls from multiple locations, including remote locations.
- d. The system must have an alert mechanism to notify facility staff whenever a specific number is called, or a particular detainee is using the system. Alerts should be sent via text, email, or phone calls to predetermined contacts.
- e. The system must have the ability to block calls from specific detainees and block calls to specific phone numbers. Additionally, it must allow for time limits on calls.
- f. The system must allow for free calls to identified parties (e.g., attorneys, public defenders, social security office, investigations unit) with the ability to remove time limits and designate whether calls should be recorded or unrecorded.

3-1.3 Call Recording and Monitoring

- a. The system shall have call monitoring and recording capabilities for all units installed throughout the facility.
- b. The recording system must be operable twenty-four (24) hours a day, 365 days a year continuously.
- c. The system must have the ability to burn recordings to CD and DVD.
- d. The recording system shall store all telephone calls and inbound voicemail messages on-line for immediate retrieval, without a change in storage media during the life of the contract and for a period of seven (7) years past the expiration date of the contract.
- e. For security and fraud protection, the system must include patented software to detect and prevent three-way calls. Key features should include:
 - i. No additional software required for functionality.
 - ii. Dynamic adaptation to phone calls based on network conditions and dialed numbers.
 - iii. Real-time detection using full digital signal processing on each port.
 - iv. Options for facility staff to disconnect the call, play a warning prompt, or take no action.
 - v. The ability to enable or disable detection for certain allowed calls (e.g., attorney calls)
 - vi. Recording and storing detection details in the call detail records (CDR).
- f. The system must have the ability to certify recordings and make it available for use in court proceedings.
- g. The system must support voice prompts in multiple languages, including English and Spanish, and indicate any additional language capabilities.
- h. The system must inform both the detainee and the receiver that the call is from the detention facility and alert them that the call may be monitored or recorded (except for privileged attorney calls). This message must not be able to be bypassed by either the detainee or receiver.
- i. The system must include positive acceptance by the called party to confirm call receipt.
- j. The system must prevent the detainee from listening to the call status until the call has been accepted by the called party and must not allow communication until the call is accepted.
- k. The system must notify both the detainee and the called party of the termination of the call by voice prompting at 1 minute and 15 seconds before the end of the call's programmed time limit.
- l. The system must provide CCDC the ability to take a single telephone, all phones in a housing area, or the entire system out of service in less than 30 seconds.
- m. The system must be provided at no additional cost.

3-1.4 Customer Service and Accessibility

- a. The proposer must provide a toll-free customer service number for the handling of questions, requests, and complaints from the called party.
- b. Customer service agents must be located within the United States and available twenty-four (24) hours a day, seven (7) days a week.
- c. Contractor shall provide a single point of contact for handling inmate public complaints and inquiries.
- d. The Contractor shall provide a contingency plan in the event of phone outage.

3-1.5 Integration with Jail Management System (JMS)

The proposer must provide, at no cost to CCDC, an interface between the telephone system and CCDC's Jail Management System (JMS), supporting:

- a. Automatic activation and deactivation of detainee PIN numbers during booking and release.
- b. Determination of the detainee's housing location.
- c. The system must restrict calls when the detainee is not placing the call from their current housing location.

3-1.6 Reporting and Data Access for Telephone System

- a. The system must allow authorized facility staff to save, download, or email recorded calls to removable storage devices via USB ports or DVD drives.
- b. The system must allow staff to add electronic notes to each call for future reference.
- c. The system must support setting daily and weekly activation/deactivation schedules for detainee phones.
- d. The system must allow the generation of administrative reports from a facility workstation, including:
 - i. Revenue/commission reports
 - ii. Detainee/account activity reports
 - iii. System operational reports
- e. Authorized users must be able to confirm the accuracy of call rates and commission calculations in real-time via a detailed commission report.
- f. A sample report must be provided to demonstrate the functionality of the reporting system.

3-2. Onsite Mail Printing with Offsite Postal Mail Scanning & Processing Service(OMP)

3-2.1 Detainee Communication Processing and Management

The service provider will offer a secure, cloud-based platform that facilitates communication between Detainees and their families/friends (referred to as "Outside Users"). The system will allow Outside Users to send communications that are digitized and archived for a minimum of the life of the contract plus seven (7) years on secure, compliant cloud-based servers. Service must have a hardcopy option but may be kiosk based.

3-2.2 Inbound Communications Processing

- a. The provider will enable Outside Users to create digital communications via a secure website or mobile application. These communications will be processed, digitized, and archived for long-term storage in a secure, encrypted cloud environment.
- b. The provider will ensure all Inbound Communications are processed and stored securely, meeting industry standards for data protection and privacy.

- c. Detainee housing and bedding location data will be required from the detention center to pre-sort communications based on the Detainee's housing location (either daily or via digital access).
- d. After processing, high-quality copies of Inbound Communications will be delivered to the detention center via a secure portal within 24 hours of receipt for staff review and distribution to Detainees.
- e. The provider will ensure that all communications are free of contraband and other prohibited items, following a specific Physical Mail Processing process.

3-2.3 Incoming Physical Mail Processing

- a. Upon receipt of physical mail, the provider will digitize the mail, including the envelope, and make it available for review by detention center staff within 24 hours.
- b. The provider will ensure that physical mail is inspected for contraband. In the event of suspicious or prohibited items, the provider will notify the appropriate law enforcement agencies and the detention center.
- c. All incoming mail will be logged and archived in a secure cloud environment for easy access and retrieval.

3-2.4 Outgoing Mail Processing

- a. Detainees will have the option to respond to communications either digitally or via traditional postal mail. If the Detainee opts to use the system, the provider will handle the digitization and delivery of their responses.
- b. Detainees' handwritten responses will be sent to the provider, who will digitize the letters as "True Digital Copies" (TDCs).
- c. The provider will securely deliver the TDCs electronically to the Outside Users and securely dispose of the original handwritten letters via shredding.

3-2.5 Detention Center Management of Detainee Communications

- a. The service provider will offer a comprehensive system for detention center staff to monitor, review, and manage all Detainee communications through a secure portal.
- b. The system will include a "watch list" feature, enabling staff to flag Detainees under investigation. Notifications will be triggered whenever communications are sent to or from anyone on the watch list.
- c. The portal will include a smart-search function to identify specific content of interest within communications, allowing for efficient review and investigation.
- d. Detention center staff will be able to download communication data for further investigation and record-keeping purposes.

3-3 Legal Mail System (LMS)

3-3.1 General Requirements

The proposer must provide a system to manage and process legal mail for detainees. This system must ensure that all incoming legal mail is securely handled and verified to be from a validated and authorized source.

- a. The system must be entirely physical, without reliance on digital platforms, tablets, or any form of electronic mail.
- b. The system must include a robust verification process to confirm the legitimacy of legal mail senders before any mail is processed or delivered to detainees.
- c. The service provider must implement a system that vets the sender of the mail at the time it is received by CCDC.

3-3.2 Legal Mail Sender Vetting Process

- a. **Sender Identification and Verification:** Upon receipt of legal mail via postal services (USPS, FedEx, UPS), the service provider must ensure that each piece of legal mail is verified to come from an authorized and validated sender before it is processed.
- b. **Vetting System Requirements:** The service provider must utilize a system that enables CCDC to confirm the legitimacy of the sender upon receiving each piece of legal mail.
- c. **Rejection of Unverified or Fraudulent Senders:** If the system identifies a sender as unauthorized or fraudulent, the service provider must notify CCDC and sender (if possible) about the rejection and the reason for it.

3-3.3 Legal Mail Tracking and Documentation

An electronic log must be maintained for all incoming legal mail, including sender verification status, detainee details, and status of delivery. This log should be kept updated to ensure accurate record-keeping and accountability.

3-4 Other Provider Services

The contractor shall provide additional services upon request during the contract term. These additional services may include, but are not limited to:

- a. Video Visitation
- b. Law Library
- c. Messaging
- d. Any additional services offered and/or developed during the life of the contract.

3-5 Records Retention and Storage

Any and all records pertaining to telephone calls, mail, or any other service utilized through this contract must be retained for a minimum of the life of the contract plus seven (7) years. These records must also be accessible as needed by CCSO personnel. Records are to be provided to CCSO upon request at no charge. This is to remain in effect for the seven year period after discontinuation of contract.

4. COMMISSIONS/FEES

In consideration of the CCSO granting exclusive rights to the provider for the installation, operation, and servicing of equipment related to Detainee Communications, remuneration in the form of commissions (if permitted under FCC regulations) or space leasing fees will be imposed as set forth below.

4-1. Commission Structure

The Provider will remit a 60% commission rate on all revenues derived from detainee telephone services if commissions are permitted under the current regulations by the Federal Communications Commission (FCC).

4-2. Lease Fees/Rates & Space Usage

The Provider will be responsible for any lease fees related to the use of space, equipment, and infrastructure in CCDC. The charges will be based on the square footage of space used for the provision of services, as well as any equipment or infrastructure provided by CCDC or installed by the Provider:

- a. **Lease Rate:** The initial lease rate for the equipment space is \$17.46 per square foot ("Lease Rate").
- b. **Space Usage for Phone Terminals and Kiosks:** Each phone terminal or kiosk is considered to occupy 9 square feet of space on average. The tenant agrees to pay the Lease Rate for each phone terminal and kiosk based on the 9 square feet of space used per terminal or kiosk.
- c. **Calculation of Lease Payments:** For each phone terminal or kiosk installed in the leased space, the tenant shall pay a monthly lease payment.
- d. **Lease Rate Lock for First 2 Years:** The Lease Rate of \$17.46 per square foot is fixed and shall remain unchanged for the first two (2) years of the lease term, beginning on the effective date of this Agreement.
- e. **Modification of Lease Rate for Years 3-5:** After the first two (2) years, CCSO reserves the right to modify the Lease Rate for each of the remaining years of the contract. by providing notification in writing at least 60 days prior to the beginning of the new contract year. Any adjustment to the Lease Rates be made based on the prevailing market conditions.
- f. **Additional Charges:** Any additional space used for purposes beyond the phone terminals and kiosks will be subject to the same Lease Rate of \$17.46 per square foot, unless otherwise agreed upon in writing.

4-3. Lease Offset

If applicable and in compliance with FCC regulations, the Provider may offset the lease charges through commissions derived from the detainee telephone services. The offset amount, if any, will be mutually agreed upon based on the commission structure outlined in this RFP.

5. NETWORK INFRASTRUCTURE SECURITY

The Proposer will provide information to explain their process of protecting the underlying networking infrastructure by installing preventative measures to deny unauthorized access, modification, deletion, and theft of resources and data. To minimize CCSO liability risk, Proposer must provide a detailed list of any/all security breaches that any of their proposed systems has been subject to. Details must include incident data, description of type and amount of data compromised and settlements and/or litigation that resulted from the breach. Proposer must furnish a recent independent report from a certified vendor of network and program security that notes no vulnerabilities were found.

6. MAINTENANCE, SERVICE & SUPPORT

The successful Proposer shall be responsible for maintenance support twenty-four (24) hours per day, seven (7) days per week. Proposer must provide a detailed description of the company's service and maintenance programs. All costs for maintenance, support, repair of all software and equipment, and internal background investigations for Proposer's employees, will be borne by the successful Proposer and will not be deducted from any commissions.

During the term of any contract awarded from this RFP, the successful proposer agrees to provide maintenance, diagnose problems, determine proper solutions, and provide the following:

- a. Implement any required solutions, changes, modifications, updates, or other services that are necessary to allow the software, hardware, and any other telephone equipment to perform in accordance with the specifications as set forth in the RFP.
- b. Upgrade the software and/or hardware to its required performance standards as required in the RFP.
- c. Respond to telephone requests for maintenance within two (2) hours after the initial notification.
- d. Provide a system administrative technician on an as needed basis at no cost to the CCSO.

7. TRAINING REQUIREMENTS

The Proposer must provide end-user training for the Comprehensive Detainee Technology Services Package proposed. End-user training is to be provided on-site and at no cost to the CCSO. Proposer must provide a high-level overview describing the end-user training program to be provided.

8. IMPLEMENTATION PLAN/TIMELINE

The Proposer must provide a high-level project implementation plan/timeline overview. This overview must include a time frame required for installation, utility coordination, training, cut over and testing. The proposed Comprehensive Detainee Technology Services Package must be installed in a manner and under a time frame designed to minimize disruption of the normal functioning of the facilities.

9. EXECUTIVE SUMMARY

Proposer shall provide an Executive Summary highlighting the firm's background and experience. The Executive Summary shall include:

- a. The number of years in business, which includes the date the company was organized specifically for the purpose of providing the Detainee Technology Services requested.
- b. Demonstrate firm's commitment to enhancing facility safety, security and efficiency through the development and launch of innovative technologies and services.
- c. Professional qualification resumes for the individual(s) that will be involved in project installation, maintenance, and support.
- d. List references with contact information for Maryland jails with facility's equipment/system in use.

10. FINANCIAL OFFER

Proposer must provide a detailed breakdown and descriptions of all rates, fees, surcharges and commissions for the Comprehensive Detainee Technology Services Package composed of a Detainee Telephone System (TS), Onsite Mail Printing (OMP) and Legal Mail System (LMS) or if applicable, any other fees charged to the public aside from the normal taxes, including any potential additional fees or charges to the remote visitor for optional features that CCDC might choose from the Proposer. Any fees charged not disclosed in this response will be grounds for contract termination. IT call rates shall not exceed FCC or state mandated per-minute rate caps.

10-1 Additions/Modifications to Solicitation

Modifications of or additions to any form may be cause for rejection of the proposal, however, the CCSO reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to

reject such a proposal as nonresponsive. As a precondition to proposal acceptance, the CCSO may, in its sole discretion, request that the Offeror withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

10-2 Pricing and Proposal Documents

By submitting a proposal in response to this RFP, the Offeror certifies their acceptance of all terms and conditions set forth within this document, which will be made a part of the final contract documentation. All work, if any, shown on the contract drawings, specifications, and reports referenced in the **Appendices** is made part of this solicitation package.

See the **Solicitation Schedule**, below, for the due date and time for proposals. Proposals shall be valid and irrevocable for a minimum of one hundred twenty (120) days from the due date. Submission, modification, or withdrawal of proposals after the date/time will NOT be considered. An Offeror may only submit one (1) proposal in response to this solicitation.

11. SOLICITATION SCHEDULE

This schedule may be subject to change. Offerors shall monitor the “EMaryland Marketplace” accordingly for addendums.

NOTE: Times and dates are subject to change due to extenuating circumstances, including inclement weather. Offerors may obtain CCSO operating status by calling 301-609-6249 (meeting times cannot be verified at this number).

*If the CCSO is closed for business at the due date and time scheduled, for whatever reasons, sealed proposals will be accepted on the next business day of the CCSO, at the originally scheduled time. Offerors shall monitor the Bid Board for schedule changes issued via addendum.

Milestone	Date
RFP Published	March 25, 2025
Optional Pre-Proposal Meeting	April 11, 2025, at 9:00 a.m. (Eastern Time)
Last Day for Questions	April 25, 2025, before 1:00 p.m. (Eastern Time)
Proposals Due to CCSO*	May 16, 2025, before 11:00 a.m. (Eastern Time)

12. OPTIONAL PRE-PROPOSAL MEETING

CCSO will hold an optional Pre-Proposal Site Visit Meeting for those interested in submitting a proposal. It is the responsibility of Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues in writing before the conference. Attendance is optional but encouraged. All questions concerning this RFP resulting from the pre-proposal visit shall be submitted in writing, as no questions will be answered during the visit. All responses to the questions will be affirmed in the form of the addendum.

Attendees must comply with current CCSO security measure mandates with no exceptions. Interested Offerors may reach out to fowlers@ccso.us to RSVP to the pre-proposal meeting. The site visit will be scheduled during business hours on **Friday April 11, 2025**, and visitors must be registered by 9:00 am. Each organization may have no more than three (3) representatives attend a site tour. This will be the only opportunity to inspect the facilities prior to award. All requests for a site visit must be received in advance no later than **Monday, April 7, 2025, at 1:00 pm, no exceptions.**

Address for Pre-Proposal Site Visit: 6905 Crain Highway, La Plata, MD 20646.

NOTE: All attendees at the optional pre-proposal meeting are required to sign-in on the attendance log.

13. SOLE POINT OF CONTACT

The Purchasing Representative identified herein is the SOLE POINT OF CONTACT at Charles County Sheriff's Office for this procurement. All communication between OFFERORS and Charles County Sheriff's Office shall be with the Purchasing Representative until a fully executed contract is delivered to the Contractor. OFFERORS OR ANY OF THEIR AUTHORIZED REPRESENTATIVES MAY NOT INITIATE CONTACT WITH ANY CCSO EMPLOYEES OTHER THAN THE CONTACT IDENTIFIED BELOW, FOR ANY REASON DURING THE BIDDING PROCESS OR PRIOR TO FULL CONTRACT EXECUTION. Any communication outside this process may result in disqualification.

Purchasing Representative Stacey Fowler, Quartermaster Charles County Sheriff's Office fowlers@ccso.us

FAX: 301-932-2377

Phone 301-609-6249

14. QUESTIONS

All inquiries concerning technical, or bidding information should be directed in writing (via email or fax) with the solicitation number and name in the subject line to the Purchasing Representative

identified in **Section 13 – Sole Point of Contact**. Questions over the phone will not be accepted. See the **Solicitation Schedule**, above, for the due date for questions.

If any person contemplating submitting a proposal in response to this solicitation is in doubt as to the true meaning of any part of the Specifications, they may submit to the CCSO, a minimum of fourteen (14) calendar days prior to the scheduled due date, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for TS prompt delivery.

15. ADDENDA AND SUPPLEMENTS

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the Offeror to make an adequate interpretation of the provisions of this solicitation, a supplement to the solicitation will be issued. The Offeror shall acknowledge in their proposal, the receipt of all addenda, supplements, amendments, or changes to the solicitation that were issued by the CCSO. Oral statements made by CCSO personnel shall not bind the CCSO in any manner whatsoever and cannot be used to protest or otherwise challenge any aspect of this solicitation or subsequent agreement.

Any interpretation, correction, or changes to the solicitation will be made only by addendum duly issued and will be posted on EMaryland Marketplace and the CCSO Bid Board found at www.CharlesCountyMD.gov. Click on “Procurement” and then “Bid Board”. Any and all addenda issued prior to the proposal due date/time shall become a part of the contract documents and shall be covered in the proposal prices, unless an alternate schedule is presented by addendum. It is the responsibility of the Offeror to check the CCSO Bid Board as frequently as necessary to obtain all updates and addenda to the solicitation.

16. PERFORMANCE DATA

Offerors shall have the capability to provide the products and services required herein, and the ability to perform classes of work contemplated, having sufficient capital to execute the work properly within the specified time.

The CCSO reserves the right to request any additional information, utilize references not provided by an offeror, and validate any information provided by an Offeror by any means deemed necessary by the CCSO for the purpose of determining the Offeror’s ability to perform the services described herein.

17. ORAL PRESENTATIONS/INTERVIEWS

The CCSO may require selected Offerors to make oral presentations and/or conduct interviews of key staff proposed in order to clarify their proposals and/or conduct interviews of key staff proposed and to validate qualifications prior to acceptance by the CCSO.

18. REJECTION OF BIDS/PROPOSALS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be sufficient for the disqualification of an offeror and the rejection of TS proposal:

- a. Evidence of collusion among offerors.
- b. Lack of competency revealed by financial statements, experience, equipment statements, or other factors.
- c. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or from previous experience with the offeror.
- d. Default on a previous similar contract for failure to perform.
- e. Being delinquent in payments due to Charles County Government.
- f. Exceptions or exclusions to the requirements of the solicitation.
- g. Failure to be in “Good Standing” with the State of Maryland.
- h. Previous substandard performance on a CCSO contract.
- i. Failure to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable or unlikely to perform the requirements.
- j. Failure to furnish information requested by the CCSO.

The CCSO reserves the right to reject any/all proposals, to waive irregularities and/or informalities in any proposal, and to make award in any manner, consistent with law, deemed in the best interest of the CCSO.

19. ARITHMETICAL ERRORS

Any errors in computations may be corrected during the CCSO’s review of the proposals. The CCSO shall not be responsible for Offeror computation errors contained on the **Financial Proposal**. All values contained on the **Financial Proposal** remain the responsibility of the Offeror. Where the unit price and the extension price are at variance, the unit price will prevail. In the event that the unit price is not provided, the unit price shall be the extended price divided by the quantity.

20. ELIGIBILITY FOR AWARD

In order to be eligible for award, Offerors shall meet the following conditions:

- a. By submitting a proposal in response to this solicitation, the Offeror certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
- b. The Offeror certifies that it is not delinquent in any payments due to Charles County Government. The CCSO reserves the right to refuse proposals and/or not contract with Offerors in a delinquent payment status with Charles County Government.
- c. Offerors' status shall be verified with the State of Maryland Department of Assessments and Taxation (SDAT). The CCSO may require the successful Offeror to submit a "Certificate of Status," issued by the Maryland Department of Assessments and Taxation's Charter Division, and State of Organization identifying the Offeror is in "good standing" with the State of Maryland.

21. OFFEROR'S INVESTIGATIONS

Prior to submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the CCSO that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from TS obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

22. NOTIFICATIONS

Legal notice given by the CCSO to the Offeror shall be sent to the address provided in the Offeror's **Financial Proposal**. Notice given by the CCSO by any of the following: letter delivered by (1) UPS or FedEx; (2) USPS first class postage mail; or (3) USPS certified or registered mail, shall be deemed as having been received by the addressee three (3) business days after the date of mailing.

23. NEGOTIATIONS

The CCSO may negotiate contract terms, price, statement of work, or other conditions that results in the most advantageous outcome for the CCSO. In the event an agreement satisfactory to the CCSO cannot be negotiated, the CCSO may terminate negotiation and move to another Offeror.

24. GOVERNING LAW

This Contract shall be governed by and construed only in accordance with the laws of the State of Maryland.

25. CONTRACT INFORMATION

25-1. Award of Contract

The CCSO reserves the right to reject any/all proposals, to waive irregularities and/or informalities in any proposal, and to make award in any manner, consistent with law, deemed in the best interest of the CCSO.

The CCSO intends to award this solicitation on the basis of a combination of the evaluation of the Offerors' experience and qualifications, as well as the fees proposed (**Total Proposed Price**). Award will not be based upon cost alone, and this solicitation does not commit the CCSO to award a contract or to award to that Offeror which has submitted the lowest fee. The evaluation criteria may include: the Offeror's demonstration of their understanding of the work to be performed, past experience, technical ability, other resources, qualifications of personnel, results of reference checks, and record of similar work performed satisfactorily. In addition, the CCSO reserves the right to accept any proposal either in part or in TS entirety.

The CCSO intends to contract with a single Offeror and not with multiple Offerors doing business as a joint venture. Subcontractors may not be used in the conduct of this contract without express written approval of the CCSO. The CCSO reserves the right to reject any subcontracted relationship if changes or additions of subcontractors are necessary during the life of the contract.

25-2. Contract Execution

The Offeror awarded the contract shall be required to execute the contract on the form in **ATTACHMENT A** (or as authorized by the CCSO) and shall furnish all requirements due at contract execution, which may include, but is not limited to performance bonds and/or payment bonds, insurance certificates, equipment inspections, licenses, etc., as specified herein.

25-3. Default and Suspension

If an Offeror who has been selected for award and offered a contract refuses or fails to execute the contract and/or fully comply with all requirements of this solicitation within fourteen (14) consecutive calendar days after receipt of formal notice of award or an alternate date specified by the Procurement Specialist, the Offeror may be considered to have defaulted with respect to execution of the contract, and to have abandoned all rights and interests in the contract. In such instance the bid security, if any, may be declared forfeited to the CCSO without further notice to the Offeror. In the event of such default, award may then be made to another Offeror determined to be in the best interest of the CCSO, or the solicitation may be cancelled and/or re-advertised for proposals as deemed in the best interests of the CCSO.

A Contractor, who has executed a contract with the CCSO, may be considered to have defaulted in the performance of the Contract, by: failure to comply with the requirements of the contract, sub-standard performance, failing to complete the contract, and/or by other significant errors and omissions as determined by the Charles County Sheriff's Office, Procurement Specialist, or CCSO Director. In such instance, the Contractor's performance and/or payments bonds, if any, may be exercised, and the Contract terminated and awarded to another Offeror if determined to be in the best interest of the CCSO.

An Offeror/Contractor, who has defaulted as discussed above, may be declared by the Procurement Specialist to be ineligible to bid on future CCSO solicitations for a period of up to two (2) years from the date the CCSO determined the Offeror to have defaulted. This determination by the Procurement Specialist shall be final, and not subject to appeal.

25-4. Term of Contract and Pricing

The base term of the Contract shall begin on July 1, 2025, and end on June 30, 2027, with an option for three (3) 1- year renewals at the sole option of the Charles County Sheriff's Office/CCSO. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year. **Final end date if all options are awarded will be June 30, 2030.**

25-5. Bid/Award Protests

All protests made pursuant to this solicitation must be in writing and delivered to the Procurement Specialist/Quarter Master: (a) within ten (10) calendar days after the Purchasing Division has publicly posted the proposed contract award, if an Offeror seeks as a remedy the award of the contract, or (b) before the submission date for proposals, if an Offeror seeks as a remedy the cancellation or amendment of the solicitation. **Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to**

"Charles County Sheriff's Office". The Procurement Specialist/Quarter Master, may, at his sole election, return the filing fee to the protesting Offeror, if the protest is sustained. Filing fees for

unsustained protests shall not be returned. The Procurement Specialist must dismiss any protest not timely received.

Only an Offeror that is “aggrieved” is eligible to file a protest. Aggrieved means that the Offeror who is filing the protest is susceptible for an award of the contract if the protest is sustained (e.g., a fourth ranked Offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked Offerors or would require that the solicitation be reissued). Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting Offeror; a statement supporting that the Offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the Offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasive argument to support the protest is on the Offeror making the protest.

The Procurement Specialist shall forward to the Charles County Sheriff’s Office General Counsel Attorney, all protests timely received and appropriate information addressing the circumstances of the protest. The Procurement Specialist shall also forward for the Charles County Sheriff’s Office General Counsel Attorney’s information, all protests not timely received and/or otherwise ineligible, that was dismissed by the Procurement Specialist.

The Procurement Specialist, after consultation with the Charles County Sheriff’s Office General Counsel Attorney, shall determine whether to sustain or reject the protest, and shall provide written notice of his determination to the Offeror making the protest, and to the Charles County Sheriff’s Office General Counsel Attorney. In the case of a sustained protest, the Procurement Specialist, after consultation with the Charles County Sheriff’s Office General Counsel Attorney, shall determine what remedy shall be taken to redress the protest. All decisions of the Procurement Specialist shall be final, and not subject to appeal.

26. TECHNICAL PROPOSAL PACKAGE

Cost information shall not be included in the Technical Proposal.

At a minimum, each technical proposal shall include the following items in the stated order; all pages shall be numbered, and all the listed components must be included. Do not provide references to other section/tabs, documents or websites for the information required; information should be specifically included in the RFP response. Technical proposals which do not include all components or use the proper format may be considered non-responsive and therefore not reviewed or considered for award.

26.1 Format of Technical Proposal

Inside a sealed package, described in The RFP sections are numbered for ease of reference. Section 4.4.2 sets forth the order of information to be provided in the Technical Proposal. In addition to the instructions below, responses in the Offeror’s Technical Proposal should reference the organization

and numbering of Sections in the RFP (ex. “Section 9.3. Response...”, “Section 9.4 Response...” etc.). This Proposal organization will allow CCSO officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process. The Technical Proposal shall begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection and page number. Include the following documents and information in the order as specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below.

Tab 1 – Cover Letter - Transmittal Letter:

The Transmittal Letter stating the Offeror is or will be licensed to do business in the State of Maryland prior to contract award, and that the Offeror has complied with and takes no exceptions to all requirements of the RFP. The Transmittal Letter must be signed by the company official authorized to enter into binding contracts. Any information identified as “Confidential” shall be noted by reference and appended to the Transmittal Letter. Each item identified as “Confidential” shall be accompanied by an explanation. Refer to Part I – Instructions to Offerors, Section 7.8 – Public Information Act/Confidentiality Notice.

WARNING: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to all terms and conditions, the Executive Summary should so state.

Tab 2 – Executive Summary:

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.” The Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment A**), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this RFP, the **Contract (Attachment A)**, or any other attachments, the Executive Summary shall so state. Letter or memo which states that you have the approval and support of your governing body to submit such proposal.

Tab 3 – Offeror Technical Response to RFP Requirements:

a. The Offeror shall address each Scope of Work requirement (i.e., each subsection of **Section 8**) in its Technical Proposal and describe in detail how it will deliver the required services and how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). The Technical Proposal shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including timelines. **The Technical Proposal shall include a response to each subsection of section 3 (e.g. 1.1.k, 3.12.b, etc.) AND section 4 inclusive with an explanation of how the work will be performed for each subsection of Sections 3 and 4 Scope of Work. Merely responding that the Offeror will comply is not sufficient.** Any paragraph that requires plans, databases, reports, manuals, systems, etc. shall include draft plans, reports and detailed

descriptions of the databases and systems. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

b. The Offeror shall provide a draft Problem Escalation Procedure that includes, at a minimum, titles of individuals to be contacted by the Department’s Contract Manager should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner.

c. Non-Compete Clause Prohibition:

The CCSO seeks to maximize the retention of personnel working under this Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and to maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror’s Staff working on the CCSO contract shall be free to work for the contractor awarded the CCSO contract notwithstanding any non-compete clauses to which the Staff may be subject. The Offeror agrees not to enforce any non-compete restrictions against the CCSO with regard to these Staff and agents if a different Offeror succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition each Offeror must include an affirmative statement in its technical proposal that the Offeror, if awarded a Contract, agrees that its Staff shall not be restricted from working with or for any successor contractor that is awarded the CCSO contract. In the event the CCSO determines that the Contractor or its agent has invoked a noncompete clause to discourage Staff from agreeing to work for a successor contractor in violation of RFP requirements, it could be cause for cancelation of contract.

Tab 4 –Offeror Qualifications and Capabilities:

The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- a. The number of years the Offeror has provided the similar services;
- b. The number of clients/customers and geographic locations that the Offeror currently serves;
- c. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
- d. The Offeror’s process for resolving billing errors; and
- e. An organizational chart that identifies the complete structure of the Offeror, including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

Tab 5 – References:

At least three (3) references **ATTACHMENT H** are requested from customers who are capable of documenting the Offeror’s ability to provide the services specified in this RFP. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years and shall include the following information:

- a. Name of client organization;
- b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c. Value, type, duration, and description of services provided.

CCSO reserves the right to request additional references or utilize references not provided by an Offeror.

Tab 6 – List of Current or Prior Government Body Contracts:

a. Provide a list of all contracts with any entity in the State of Maryland for which the Offeror is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- i. The contracting entity;
- ii. A brief description of the services/goods provided;
- iii. The dollar value of the contract;
- iv. The term of the contract;
- v. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- vi. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

b. Information obtained regarding the Offeror's level of performance on contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered a part of the experience and past performance evaluation criteria of the RFP.

c. Provide a list of any contracts with any entity, public or private that have been terminated, for convenience or cause, in whole or in part within the past five years. Terminated contracts for convenience include contracts with renewal options when an available option was not exercised by the contracting entity (customer). For any such instance, identify:

- i. The contracting entity;
- ii. The nature of the contract;
- iii. The value of the contract;
- iv. The original term of the contract;
- v. At what stage the contract was terminated;
- vi. The reason for the termination; and
- vii. A contact person (including name, title of contract, phone and email address) at the contracting entity that can be contacted for verification of the provided information, or for additional information.

Tab 7 – Financial Capability:

An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- a. Dun and Bradstreet Rating;
- b. Standard and Poor's Rating;
- c. Lines of credit;
- d. Evidence of a successful financial track record; and
- e. Evidence of adequate working capital.

Tab 8 – Certificate of Insurance:

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. **(See Attachment C, Insurance Requirements)**

Tab 9 – Legal Action Summary:

This summary shall include:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- b. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- c. A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and
- d. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

Tab 10 – Transition Planning:

CONTRACTOR will detail their preferred transition planning process, costs involved with the transition and the estimated time it would take to transition from the current CONTRACTOR, if the current CONTRACTOR is not chosen. The CCSO intends to have a contract signed and executed a minimum of four weeks prior to the expiration of the contract. Provide a detailed implementation plan which includes a timeline and completion dates. Part of the implementation shall include providing completed background check information on employees and CONTRACTORS who deliver to the CCDC within one week of receiving the Notice of Intent to Award. This will allow the CCSO to complete background checks prior to employees coming on-site.

Tab 11 – Additional Required:

The following documents shall be completed, signed and included in the Technical Proposal:

- a. Completed and Notarized Non-Collusion Affidavit (**ATTACHMENT F, CCSO Non-Collusion Affidavit**)
- b. Completed No Bid Form – If applicable. (**ATTACHMENT G, No Bid Form**)
- c. Completed W-9 for any Offeror who is not a current or previous vendor to CCSO or Charles County Government

27. FINANCIAL PROPOSAL PACKAGE

SUBMIT SEPARATE FROM TECHNICAL PROPOSAL PACKAGE

Original proposals which do not include all components or use the proper format may be considered non-responsive and therefore not reviewed or considered for award.

TAB 1 - FINANCIAL PROPOSAL

All proposals shall include all profit, overhead, equipment, transportation cost, etc. There shall be no hidden costs. Proposals shall cover all services and materials to be provided as part of this Contract as specified in this solicitation. An Offeror may only submit one (1) proposal in response to this solicitation.

28. PROPOSAL EVALUATION PANEL AND CRITERIA FOR EVALUATION

All materials, conferences, proposals and other matters related to this project shall remain confidential until the contract is executed with the selected Offeror. The CCSO may use any appropriate technical resources to assist during any part of the evaluation process.

29. PROPOSAL SUBMISSION

All submittals shall reference the Solicitation number and title. Submittals are due **NO LATER THAN May 16, 2025, at 11:00 AM Eastern Time**. (See **Solicitation Schedule**, below for the full list of all due date and times for all milestones)

Offerors must submit proposals as defined in the Instructions to Offerors and all solicitation documents either referenced or included herein. Failure to do so may be cause for CCSO to reject a proposal as *non-responsive*. Offerors must complete and return those documents identified in herein, of the Instruction to Offerors document.

As used herein, the term “**CCSO**” shall refer to the Charles County Sheriff’s Office, Charles County Detention Center, La Plata, MD. The term “**Offeror**” shall mean the individual or firm submitting a response to this solicitation, and shall be synonymous with the terms, “bidder”, “proposer”, “quoter”, etc. In like manner, the term “**Proposal**”, shall refer to a response submitted to this solicitation, and shall be synonymous with the terms “offer”, “bid”, “quote”, etc. The term “**Contract**” shall mean the agreement between the CCSO and the Offeror selected, whether issued by formal contract, award letter, purchase order, or any other means acceptable to the Charles County Sheriff’s Office. The term “**Contractor**” shall mean the Offeror selected for award, based upon the proposal submitted in response to this solicitation.

Technical and Financial proposal envelopes shall be sealed in a package marked “**RFP No. 25-003, CCSO COMMUNICATION SERVICES For CCDC DETAINEES – DO NOT OPEN**” and submitted to:

Quartermaster

Charles County Sheriff’s Office, HQ Building
6915 Crain Highway

La Plata, MD 20646

* NOTE: USPS does not deliver to this address, and offerors must deliver via UPS, FED EX, or hand deliver. It is the Offeror's sole responsibility to ensure that proposals are delivered to the Charles County Sheriff's Office before the due date and time. Any proposals not received timely will not be considered.

30. RESPONSIVENESS REVIEW

The CCSO will review the proposal for minimum responsiveness criteria. Proposals that do not meet the minimum responsiveness criteria may be rejected as non-responsive, at the sole option of the CCSO. Any deficiencies will be reviewed and determined by the Procurement Specialist.

31. EVALUATION

The Charles County Sheriff's Office evaluation committee will evaluate responses to this RFP and select those contractors judged to be most qualified. It is the Charles County Sheriff's Office intent to open and review each contractor's response to determine qualification and experience.

Offerors' proposals will be evaluated by an evaluation committee who will evaluate and score the proposals in accordance with the criteria specified in the RFP. The CCSO reserves the right to conduct the evaluation in any manner considered in the best interest of the CCSO. The CCSO may utilize any information obtained as a result of reference checks, proposal clarification or additional information requests, offeror negotiations or any other means deemed necessary at the sole discretion of the CCSO to identify the proposal that best meets the CCSO's needs.

If the evaluation committee determine's the offeror's Technical Response to be acceptable, the envelope containing the offeror's Financial Proposal will then be opened. While the lowest responsive Price Proposal will not necessarily be the basis of selection, cost will be a major consideration in the selection process.

Since it is the CCSO's desire to select the most qualified Offeror, the evaluation committee reserves the right to schedule oral presentations of those Offerors it deems most qualified, to take place within ten (10) days following notification.

Selection Criteria that may be used by the evaluation committee to include:

- a. Responsiveness to the scope of work and instructions to the offerors.
- b. Past performance of the offeror including timely completion of projects, compliance with the scope of work performed within the budgetary limitations, and user satisfaction.
- c. Oral presentations, if required.
- d. Contractor's familiarity with problems applicable to this type of service.

- e. References from previous clients, including size and scope of services provided.
- f. Price Proposal.

Additionally, this RFP is subject to the Small Local Business Enterprise (SLBE) Program as described in *Section 31.2*

Registered SLBE Program Offerors will be provided preferential points assuming the Offeror's proposal is found to be responsive, responsible, and the Offeror is eligible for award meeting all other award provisions. An additional ten (10) points will be granted to a registered SLBE prime on top of the Proposal evaluation score. Non-SLBE Offerors utilizing a registered SLBE Program business as a sub-Contractor will receive additional points, prorated based upon the percentage of the value of the services to be provided by the SLBE (i.e. SLBE sub-Contractor participation of 50 percent would be awarded an additional five (5) points on top of the Proposal's evaluation score).

32. SOCIO-ECONOMIC PROGRAMS

32-1. Minority Business Enterprise (MBE) Program

Offerors are advised that Charles County Government has established an MBE Program which applies to all formal solicitations. There is an aspirational minimum goal of 25% MBE participation for each project. The use of MBEs is strongly encouraged.

The CCSO recognizes, as Minorities, the following groups: African Americans; American Indians/Native Americans; Asians; Hispanics; Women; Physically or Mentally Disabled persons and Disabled American Veterans. The CCSO will automatically recognize MBE status for any Offeror certified by the Maryland Department of Transportation (MDOT), Federal 8-A registration or Charles County Government. Information concerning the Charles County MBE Registration Process may be obtained by contacting the Charles County Economic Development Division, at (301) 885-1340 x2202.

The solicitation documents included herein contain a form entitled "Minority Business Enterprise Utilization Affidavit". This document indicates the MBE certification status of the Offeror, as well as the level of participation of any MBE sub-contractor(s) or supplier(s). Offerors are required to complete this form and submit it with their proposal. The awarded Offeror(s) shall be required to report MBE Utilization to the CCSO post award on the CCSO's "MBE Utilization – Post Award" form, if they have proposed any MBE usage.

The Charles County Government maintains a list of registered MBE Offerors on the Economic Development website located [at http://www.meetcharlescounty.com/local-minority-business-programs/](http://www.meetcharlescounty.com/local-minority-business-programs/).

32-2. Small Local Business Enterprise (SLBE) Program

Offerors are advised that Charles County Government has established a Small Local Business Enterprise (SLBE) Program, which registered Charles County SLBE Offerors responding to this solicitation may receive a preference in accordance with the provisions of the Program that may apply to a formal solicitation resulting in an award of less than \$500,000 if they:

- a. Are registered in the Charles County SLBE Program and eligible in all other respects, at the time the Offeror's proposal is submitted.
- b. Complete the attached SLBE forms and indicate their SLBE status.
- c. Are susceptible for award for a contract valued less than \$500,000.

Registered Charles County SLBEs must meet all the same requirements of non-SLBE Offerors. Offerors must have completed the registration process and have achieved full SLBE status by the due date for proposals, in order to receive consideration as a SLBE during the evaluation of proposals. Information concerning the Charles County SLBE Registration Process may be obtained by contacting the Charles County Economic Development Division, at (301) 885-1340 x2202.

The CCSO maintains a list of registered SLBE Offerors on the Economic Development website located [at http://www.meetcharlescounty.com/local-minority-business-programs/](http://www.meetcharlescounty.com/local-minority-business-programs/).

33. MISCELLANEOUS TERMS

33-1. Incurring Costs

The CCSO is not liable for any costs incurred by the Offeror prior to issuance of contract.

33-2. Indemnification Clause

The Contractor shall protect, hold free and harmless, defend and indemnify the Charles County Sheriff's Office, including TS officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Charles County, its officers, agents, and employees.

33-3. Payment Of Taxes

The Offeror awarded the contract resulting from this solicitation shall be responsible for paying all Maryland sales tax, and any other applicable taxes, on items purchased by the Contractor in the pursuit of this contract. The CCSO tax exempt status cannot be transferred to the Contractor.

33-4. Insurance

See Attachment C, **INSURANCE REQUIRED.**

33-5. Performance Evaluations

The CCSO shall perform periodic performance evaluations, at the CCSO's discretion, on all Work performed by the Contractor under this Contract. The Contractor shall have the opportunity to review performance evaluations upon request. Performance evaluations shall be maintained in the CCSO's contract files.

33-6. Subcontractors

The Contractor shall not sublet any portion of this contract or assign or transfer any interest in this contract without receiving prior written approval from the CCSO. Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. Subcontracts for any portion of this contract must be clearly identified in the Offeror's proposal. Subcontracts are subject to Minority Business Enterprise (MBE) and Small Local Business Enterprise (SLBE) requirements detailed herein. Contractor(s) shall be solely responsible for all work performed by subcontractors related to any contract awarded as a result of this solicitation.

33-7. News Release

No news releases pertaining to this proposal request or the service, study, or project to which it relates will be made without CCSO approval.

33-8. Public Information Act/Confidentiality Notice

Offerors should give specific attention and identification of those specific portions of their proposals which they deem to contain confidential and/or proprietary information. Such information must be individually noted as being confidential or proprietary, either at that location, or in a separate consolidated listing contained within the bid/proposal and provide justification of why the material should not be subject to disclosure by the CCSO upon request under the Maryland Public Information Act. Offerors may not declare their entire proposal package to be confidential or proprietary. Failure to provide specific identification and justification may result in the CCSO releasing the information if requested to do so.

33-9. Campaign Finance Reform Act Of 2013

The Maryland Campaign Finance Reform Act of 2013 dictates that Offerors with single contracts of \$200,000 or more shall file certain campaign finance-related disclosures with the Maryland State Board of Elections. Offerors shall certify that they have filed the requisite disclosure, and if the Offeror fails to provide this certification, the CCSO must notify the State. In the event of Contract award, the Contractor shall certify that campaign finance-related disclosures are filed with the Maryland State Board of Elections as applicable.

33-10. Cooperative Purchase

CCSO reserves the right to extend all terms, conditions, specifications and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The contractor agrees to notify CCSO of those entities that wish to use any contract resulting from this bid and will also provide usage information, which maybe requested.

CCSO assumes no authority, liability or obligation, on behalf of another public or non-public entity that may use this contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

INTERGOVERNMENTAL COOPERATIVE ADMINISTRATIVE FEE (CAF): A 1.0% annual cooperative administrative fee (“CAF”) or Eligible Revenues will be paid to CCSO for any Intergovernmental Cooperative Procurement contracts that Contractor agrees to enter into under identical prices and terms and conditions to this Agreement and which did not result from a competitive bid process (“Eligible Contracts”). Eligible Revenues shall mean the revenues on Eligible Contracts. In the event that CCSO exercises its unilateral right to Early Termination then Contractor will no longer be liable to CCSO for any CAF otherwise due and payable to CCSO.

*******THIS SPACE INTENTIONALLY LEFT BLANK *******

EXHIBIT A- ADDRESSES

Principle Business Address (used for all notices hereunder)

Charles County Sheriff's Office
6915 Crain Highway
La Plata, MD 20646

Service Location

Charles County Detention Center
6905 Crain Highway
La Plata, MD 20646

Equipment Shipment Location

Charles County Detention Center
6905 Crain Highway
La Plata, MD 20646

All payments made to

Charles County Sheriff's Office
6915 Crain Highway
La Plata, MD 20646

ATTACHMENT A- SAMPLE CONTRACT

THIS CONTRACT, made this _____, by and between **(TBD)**
(for CCSO use only)

Hereinafter called the CONTRACTOR, and the CHARLES COUNTY SHERIFF'S OFFICE, hereinafter called the CCSO. The parties to this CONTRACT intend to form a CONTRACT under seal.

WHEREAS, the CONTRACTOR will provide the necessary services for **RFQ/ITB/RFP No. ##-###, SOLICITATION TITLE**, in CHARLES COUNTY, MARYLAND subject to all conditions, covenants, stipulations, terms and provisions contained in the General Provisions and Special Provisions being in all respect made a part hereof, at and for a sum equal to the aggregate cost of the services, materials, and supplies done or furnished, at the prices and rates respectively named therefore in the quote/bid/proposal, attached hereto;

NOW, THEREFORE, THIS CONTRACT WITNESSETH, that the CONTRACTOR both hereby covenant and agree with the CCSO that he will well and faithfully provide said necessary services for the sum of **(TBD) (\$#####)** stated in the CONTRACTOR'S quote/bid/proposal dated **(TBD)**, in accordance with each and every one of the above-mentioned General Provisions and Special Provisions, at and for a sum equal to the aggregate cost of the services, materials, and supplies done and furnished at the prices and rates respectively named therefor in the quote/bid/proposal (attached hereto) and will well and faithfully comply with and perform each and every obligation imposed upon him by said General Provisions and Special Provisions.

The CONTRACTOR hereby agrees to commence work under this CONTRACT on or before a date to be specified in a written a Notice to Proceed from the CCSO and to fully complete the project within **(TBD) (###) consecutive calendar days** thereafter.

And the CHARLES COUNTY SHERIFF'S OFFICE doth hereby covenant and agree with the CONTRACTOR that it will pay to the CONTRACTOR when due and payable under the terms of said General Provisions and Special Provisions, the above-mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said General Provisions and Special Provisions or the terms of said award.

IN WITNESS WHEREOF, the parties hereto have set their hands and respective seals as of this day and year first above written:

TBD

By (Signature): (SEAL)

**SHERIFF, CHARLES COUNTY,
MARYLAND**

By: _____
Printed Name/Title:

Sheriff

(Date)

(Date)

(Address)

Approved as to Form and Legal Sufficiency:

(City, State, Zip Code) (SEAL)

General Counsel, *Charles County Attorney*

(Secretary) (Date) (Witness)

(Date)

NOTES:

IF CONTRACTOR IS A CORPORATION, THE CORPORATE SECRETARY MUST ALSO SIGN, AND THE CORPORATE SEAL MUST BE IMPRESSED. IF THE CORPORATION DOES NOT POSSESS A SEAL, SIGNATORIES MUST "CIRCLE" THE WORD (SEAL) AND INITIAL.

BUSINESS ENTITIES OTHER THAN CORPORATIONS MUST SIGN, "CIRCLE" THE WORD (SEAL), AND INITIAL. SIGNATURES MUST BE WITNESSED AND DATED.

ATTACHMENT B- INTENDED SUB-CONTRACTORS FORM

*****Note N/A if Not Applicable. This form may be duplicated if additional space is required*****

Bidder/Offeror/Quoter: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____
Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____
Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____
Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____
Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

The undersigned certifies the accuracy of the content provided on the Intended Sub-Contractors Form:

Signature: _____ Date: _____

Name & Title: _____

ATTACHMENT C- INSURANCE REQUIREMENTS

Requirements

1. The Contractor shall provide, at their expense with companies acceptable to the CCSO, and pay premiums for the following insurance: **(CHECKED APPLY TO SPECIFIC RFP)**

R E Q U I R E D	PROVISION	DESCRIPTION
<input checked="" type="checkbox"/>	Commercial Automobile	Commercial automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units: i. Bodily Injury: \$1,000,000 per person \$2,000,000 per occurrence ii. Property Damage: \$500,000 per occurrence
<input checked="" type="checkbox"/>	Worker's Compensation	In compliance with Maryland Statutory Liability
<input checked="" type="checkbox"/>	Commercial General Liability	Minimum limits of: \$1,000,000 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000 aggregate.
<input checked="" type="checkbox"/>	General Liability	General Liability to include premise/operations; products/completed operations; contractors liability and personal/advertising injury \$5,000,000 each occurrence/ \$5,000,000 aggregate
<input checked="" type="checkbox"/>	Professional Liability	Professional liability insurance to include Errors & Omissions coverage with a limit of not less than \$1,000,000 per occurrence subject to \$3,000,000 aggregate.
<input checked="" type="checkbox"/>	Cyber Insurance	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

2. Each such policy shall be from an insurance company licensed to do business in the State of Maryland and which has a policyholder's rating of A or better and a financial size of X or larger from Best's Key Rating Guide.
3. The Contractor shall provide the CCSO with Certificates of Insurance and supported by endorsement evidencing the coverage required by this solicitation prior to award of a contract. All Certificates shall reference the solicitation name and number and have an ending date that covers the entire contract term or extension period. The following certificates shall name "The County Commissioners of Charles County" (or other name as directed by the CCSO) as an additional named insured:
 - a. Commercial automobile bodily injury and property damage insurance
 - b. Commercial General Liability
 - c. Excess Umbrella Liability
4. If the insurance obtained requires deductibles, the Contractor shall pay all costs not covered because of such deductibles. Providing insurance as required herein does not relieve the Contractor of any

responsibility or obligations ensuing as a result of the contract award, or for which the Contractor may be liable by law or otherwise. Proof of Insurance will be required and must be submitted prior to final execution of the Contract by Charles County Government. The Contractor shall be solely responsible for all work performed by subcontractors related to any contract awarded as a result of this solicitation, including but not limited to errors, omissions, and neglect.

5. The providing of any insurance required herein does not relieve the successful Bidder of any of the responsibilities or obligations assumed by the Bidder in the Contract awarded or for which the Bidder may be liable by law or otherwise.
6. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

ATTACHMENT D- CHARLES COUNTY Minority Business Enterprise (MBE) AFFIDAVIT

For Charles County Sheriff's Office

BID# _____

Name of Bidder: _____

Please respond to the following questions:	YES	NO
Certified Minority Business Enterprise?		
Certified by the State of Maryland		
Federal 8-A Registered		
Charles County Local Government Registered		
Other (Please list)		

Principle Owner's Minority Class (please check):

African American _____ Asian American _____ Hispanic America _____

Native American _____ Women _____ Other (please list) _____

Or N/A if not applicable _____

Signature _____

Printed name _____

Title _____

Date _____

"If applicable", all bidders are required to complete this form and submit it with their proposal.

Please NOTE NA if Not Applicable.

ATTACHMENT E- CHARLES COUNTY Small Local Business Enterprise (SLBE) AFFIDAVIT

For Charles County Sheriff's Office

BID# _____

Name: _____

Please respond to the following question:

Check One

Yes

No

1. Is your business a Registered SLBE with the County Government?

If, Yes, record the Bidder SLBE Registration number:

Or N/A if not applicable _____

By signing below, the Bidder certifies that it has complied with SLBE program requirements and during the course of the project will maintain all terms and conditions set forth in the SLBE forms. The County Government shall be granted access to inspect any relevant matter related to SLBE program compliance, including records and the business location.

Signature

Printed name _____

Title _____

Date _____

“If applicable”, all bidders are required to complete this form and submit it with their proposal.

Please note N/A if Not Applicable.

ATTACHMENT F- CCSO NON-COLLUSION AFFIDAVIT

I do solemnly declare and affirm under the penalties of perjury the following:

1. That neither I, nor to the best of my knowledge, information, and belief, the Bidder/Offeror/Quoter, nor any officer, director, partner, member, associate or employee of the Bidder/Offeror/Quoter, nor any person in his behalf, has in any way agreed, connived or colluded with any one for and on behalf of the Bidder/Offeror/Quoter, to obtain information that would give the Bidder/Offeror/Quoter an unfair advantage over others, nor gain any favoritism in the award of this contract, nor in any way to produce a deceptive show of competition in the matter of bidding or award of this contract.

2. That neither I, nor to the best of my knowledge, information, and belief, the Bidder/Offeror/Quoter, nor any officer, director, partner, member, associate of the Bidder/Offeror/Quoter, nor any of TS employees directly involved in obtaining contracts with the State of Maryland or any County or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any local, State or Federal Government of acts of omissions committed, except as noted below.

Company: _____

Mailing Address:

Name/Title/Phone # of individual submitting price list:

(Please Type or Print)

(Signature) (Date)

Subscribed and sworn to before me, a Notary Public of:

_____ (state/district & county/city: e.g., Maryland, Charles County)

_____ (Date: e.g., January 1, 2024) first written above.

Notary Public

My Commission Expire

ATTACHMENT G- NO BID FORM – RFP # 25-003

As part of our efforts to improve our procurement practices, we would appreciate feedback from vendors who are not bidding on our RFP, Request for Proposal. If you are not offering a bid, please take a moment to indicate on this form, which of the following best describes the reason(s) you have not bid. Your company will be retained on our bid list, unless you check Reason #1, requesting removal. **Please complete and return this form to: CCSO, P.O. Box 189, La Plata, MD 20646 attention: Stacey Fowler or fowlers@ccso.us.**

(Check one)

_____ 1. Remove our company _____ from your bid list.

_____ 2. The specifications were unclear. (Please explain)

_____ 3. The solicitation submission date did not allow us adequate time to prepare and submit a bid.

_____ 4. My company is not in a position, for business reasons, to handle the order at this time.

_____ 5. The general terms and conditions for this proposal are not acceptable to my company. (Please explain)

_____ 6. Our experience on previous proposals was not satisfactory.
(Please explain)

_____ 7. Other (Please explain)

Company Name & Address:

Contact Name & Phone #:

ATTACHMENT H- REFERENCE LIST – RFP # 25-003

REFERENCE LIST

(If bidder is a new vendor to Charles County Sheriff’s Office, complete & return with your proposal)

List Three (3) references with the same or similar scope of work.

Company name: _____

Address: _____

Contact person: _____ Title: _____

Email: _____ Phone: _____

Contract start date: _____

Company name: _____

Address: _____

Contact person: _____ Title: _____

Email: _____ Phone: _____

Contract start date: _____

Company name: _____

Address: _____

Contact person: _____ Title: _____

Email: _____ Phone: _____

Contract start date: _____