

**INMATE TELEPHONE RECORDING/MONITORING  
SYSTEM  
INVITATION TO BID**



**NOTICE IS HEREBY GIVEN** that the Morgan County Commission (sometimes herein referred to as the “County”) will receive bids at the Morgan County Commission Office, located on the 5th Floor of the Morgan County Courthouse at 302 Lee Street, Decatur, AL 35601, until September 18th, 2017 at 10:00 A.M., Central Time, for the Installation, Service and Operation of the Inmate Telephone and Recording/Monitoring System for the Morgan County Jail. Bids will be opened September 18th, 2017 at 10:00 A.M., Central Time, in the Morgan County Commission Meeting Room on the 5<sup>th</sup> Floor at the Morgan County Commission’s Conference Room located at 302 Lee Street, Decatur, AL 35601, and read aloud. Bids received after the September 18, 2017, at 10:00 A.M., Central Time, deadline will NOT be considered.



## Table of Contents

PRE-BID CONFERENCE.....	4
SEE ATTACHED SPECIFICATIONS .....	4
GENERAL BID INFORMATION .....	4
BIDDER QUALIFICATIONS .....	4
PREPARING THE BID.....	5
SUBMITTING THE BID .....	6
BID AWARD.....	6
SPECIFICATIONS.....	7
Purpose.....	7
Definitions.....	7
A.    GENERAL.....	10
A-1    Vendor Inquiries.....	11
A-2    Award .....	12
A-3    Bid Bond and Performance Bond.....	12
A-4    Power of Attorney .....	12
A-5    Insurance Requirement .....	12
A-6    Contractor and Subcontractor’s Insurance .....	12
A-7    Other Compensation Insurance .....	13
A-8    Hold Harmless Provision.....	13
A-9    Prime Contractor’s Responsibilities.....	13
A-10   Time of Completion.....	14
A-11   Equipment Acceptance.....	14
B.    CONTRACTUAL RELATIONSHIP.....	14
B-1    Contract Term.....	15
B-2    Termination .....	15
B-3    Licensing, Certification, and Other Statutory Requirements .....	15
B-4    Current Inmate Telephone System .....	15
B-5    Miscellaneous Requirements.....	15
C.    BIDDER QUALIFICATIONS .....	16
C-1    Experience .....	16
C-2    References .....	16
C-3    Subcontractors .....	16
D.    TECHNICAL REQUIREMENTS .....	16



D-1	Purpose and Intent .....	17
D-2	System Configuration .....	17
D-3	Instruments .....	18
D-4	Access .....	19
D-5	Calling Instructions.....	19
D-6	Problem Reporting Capabilities.....	20
D-7	Call Blocking .....	20
D-8	Call Branding.....	20
D-9	Answer and Termination Detection.....	20
D-10	Call Detail Reports .....	21
D-11	Call Length Control .....	21
D-12	Call Supervision .....	22
D-13	Call Validation.....	22
D-14	Controlled Access.....	22
D-15	Fraud Control.....	22
D-16	Inspection Audit and Maintenance of Reports .....	23
D-17	Maintenance Diagnostics.....	23
D-18	Network Access .....	23
D-19	Inmate PIN System.....	23
D-20	Officer Check In and Biometrics.....	24
D-21	Hot Number Alerts .....	24
D-22	Miscellaneous Telephone Equipment.....	24
D-23	Operator Services and Voice Prompts.....	24
D-24	Uninterrupted Power Supply (UPS) .....	25
D-25	System Integrity.....	25
D-26	Recording Requirements .....	25
E.	ACCOUNT SUPPORT.....	27
E-1	Billing .....	27
E-2	Compensation .....	27
E-3	Regulatory & Tariffs .....	28
E-4	Commission Checks .....	28
F.	INSTALLATION, TRAINING, TESTING & ACCEPTANCE .....	28
F-1	Implementation.....	28
F-2	Bidder Integration .....	29



F-3	Training .....	29
F-4	Existing Equipment Replacement .....	29
F-5	Acceptance .....	29
G.	MAINTENANCE AND ONGOING SUPPORT .....	29
G-1	Maintenance Support .....	29
G-2	Maintenance Response .....	30
G-3	Maintenance Force Experience .....	30
G-4	Onsite Review.....	30
H.	ITB REQUIRED RESPONSES.....	30
	BID RESPONSE FORM .....	31
	INMATE TELEPHONE RATE & FEE SCHEDULE .....	32
	INMATE TELEPHONE COMMISSION SCHEDULE .....	33
	EQUIPMENT INFORMATION FOR CURRENT & NEW JAILS .....	34
	CURRENT JAIL INMATE HOUSING & PHONE INFORMATION.....	34
	NEW JAIL INMATE HOUSING INFORMATION.....	34
	NEW JAIL ADDITION INMATE HOUSING & PHONE INFORMATION.....	35
	FACILITY CALL DATA (EXISTING JAIL) .....	35
	CURRENT INMATE TELEPHONE CALLING AVERAGES FOR EXISTING JAIL.....	36
	CURRENT INMATE TELEPHONE CALLING RATES .....	36
	CURRENT INMATE TELEPHONE CALLING FEES .....	36
	ATTACHMENT A .....	37



## **PRE-BID CONFERENCE**

A **mandatory Pre-Bid Conference** will be held at the Morgan County Jail, located at 119 Lee Street, Decatur, AL 35601 (sometimes herein referred to as the “Jail”) on September 6th, 2017, at 9:00 A.M., Central Time. **ALL INTERESTED BIDDERS MUST ATTEND.** Bidders will **NOT** be allowed to submit a bid for this Invitation to Bid (sometimes herein referred to as “ITB”) if they or a representative of their company do not attend the mandatory Pre-Bid Conference. Only two (2) attendees will be permitted per company.

## **SEE ATTACHED SPECIFICATIONS**

This invitation package consists of        ( ) pages. Bidders shall verify they have received all pages as indicated. If all pages have not been received, then it is the responsibility of the Bidder to inform the attorney for Morgan County, David Langston via email at [dlangston@harriscaddell.com](mailto:dlangston@harriscaddell.com), with a copy to the attorney for the Morgan County Sheriff’s Office, Barnes F. Lovelace, Jr. via email at [blovelace@harriscadell.com](mailto:blovelace@harriscadell.com). Subject request should be sent as “IMPORTANT – Morgan County ITB” and Bidder must request a “Deliver & Read Request”.

## **GENERAL BID INFORMATION**

Bidders shall carefully read all parts of the Invitation to Bid package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this ITB in writing to the attorney for Morgan County, David Langston via email at [dlangston@harriscaddell.com](mailto:dlangston@harriscaddell.com), with a copy to the attorney for the Morgan County Sheriff’s Office, Barnes F. Lovelace, Jr. via email at [blovelace@harriscadell.com](mailto:blovelace@harriscadell.com). Such email request must be sent as “IMPORTANT – Morgan County ITB” in the Subject Line and Bidder must submit a “Deliver & Read Request” in sufficient time for reply before the submission date of the bids. The County cannot, and does not, guarantee that inquiries sent by mail or e-mail will be received on or before the submission date and time as indicated. It is the responsibility of the Bidder to contact David Langston, the County Attorney, if a reply is not received.

The use of specific names and numbers as stated herein, or on the attached specifications is not intended to restrict the Bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, and/or equipment.

Contact initiated by a potential Bidder with the Morgan County Sheriff’s Office or with the Morgan County Commission will be only as specifically set out in this Invitation to Bid. Any other contact with the Sheriff, a Deputy or employee of the Sheriff, or Morgan County, Alabama (sometimes herein referred to as the “County”) Official or employee, initiated by a potential Bidder or Bidder regarding this Invitation to Bid, **between the date of this Invitation to Bid to the date of bid award**, shall be deemed and treated as an attempt to improperly influence the bid award, and may be sufficient grounds for rejection of the bid submitted by the Bidder initiating such other contact, at the discretion of the County. If the Bidder has any concerns or questions relative to any bid requirements, all Bidders must submit any concerns in writing to the County Attorney, David Langston by email at [dlangston@harriscaddell.com](mailto:dlangston@harriscaddell.com), with a copy to the attorney for the Morgan County Sheriff’s Office, Barnes F. Lovelace, Jr. via email at [blovelace@harriscadell.com](mailto:blovelace@harriscadell.com) before or during the ITB process; otherwise such items will not be permissible as a reason to protest the County’s final decision.

## **BIDDER QUALIFICATIONS**



All Bidders shall be in compliance with all applicable Federal, State, County, and municipal laws, regulations, resolutions and ordinances, including, without limitation, all certifications, licenses, and permits, including, but not limited to Code of Alabama 1975, as amended, (sometimes herein referred to as the "Code") Sections 10-2B-15.01, *et seq.* (concerning out-of-state corporations doing business within Alabama), Sections 40-12-1, *et seq.* (concerning licenses), Sections 40-14A-1, *et seq.* (concerning taxation of corporations conducting business in the State of Alabama), and Sections 40-23-1, *et seq.* (addressing sales and use tax); provided, the Bidder is not exempted from the above mentioned Code sections elsewhere in the Code. If requested, all Bidders shall timely submit evidence or documentation establishing that they are presently licensed and permitted under the applicable above mentioned Code sections, and any other applicable laws or ordinances, suitable to, and upon request by, the County. Such evidence or documentation may be submitted with the bid. Should performance of what is proposed to be furnished by the Bidder require a General Contractor's License, the Bidder shall print or type Bidder's General Contractor License Number on the outside of the envelope or package containing the Bidder's bid, and print or type the Bidder's General Contractor License Number on the Bidder's Bid Response Form.

Out-of-state Bidder shall provide proof of certification of authority, and any required registration, to transact business in the State of Alabama in order to perform work for the County.

### **PREPARING THE BID**

Bids must be typed and submitted in a searchable electronic format such as in Word. The Bid Guarantee and Bid Response Form must be signed and included in the binder marked as original. All required paperwork must be received in the sealed Bid Package.

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the County regarding this ITB; said specifications shall be so considered by the Bidders. Accordingly, the Bidder acknowledges and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the service(s) and item(s) bid in accordance with the full and faithful intent, will be included in the bid response and incorporated in the work and services by the Bidder and at the Bidder's sole expense, the same as if indicated and specified herein.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this Invitation to Bid. The exceptions shall be labeled **EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS**, and shall be attached to the front of the Bid Response Form. Variations shall be treated likewise, i.e. shall be labeled **VARIATION(S) TO BID CONDITIONS AND SPECIFICATIONS**, and shall be attached to the front of the Bid Response Form. Additional features and/or capabilities not included in the specifications may be included as the last tab of the Bidder's response. Each section must be tabbed, labeled and included with a table of contents. The County does not want the Bidder's to provide an elaborate or lengthy bid response. All marketing materials shall be reduced to the minimum amount possible and printed on both sides of the paper. The bid response must be typed in Times New Roman using 11 point font. Bid responses should not exceed a 1" binder, and Bidder's shall use standard printer paper. Any Bidder's response that is prepared differently from these requirements may be considered as non-responsive by the County.

To facilitate bid evaluation and tabulation, it is suggested that bids be submitted with specifications identified in the order in which they appear in this document.



**A BID GUARANTEE OF \$2,500.00 SHALL BE INCLUDED WITH THE BID.** Such bid guarantee shall be a bid bond, or a certified check, or cashier's check made payable to the Morgan County Commission. **No exceptions will be allowed.**

### **SUBMITTING THE BID**

In the event that a Bidder is financing the equipment needed to perform the services hereunder, then the financing company must sign the Bid Response Form along with the Bidder. A copy of the financing agreement and all conditions of the financing agreement must be included with the Bid Response Form. The Bidder and the financing agency will be held to, and they agree to be bound by the requirements stated in this Invitation to Bid. Any assignment of the financing agreement must be approved by the County. Failure to disclose the financing information and all conditions may disqualify the Bidder.

Bidders which return a **NO BID** statement shall write on the outside of the envelope or package, **"Inmate Telephone Monitoring and Recording System, open September 18th, 2017"**, and include in the envelope or package a statement that no bid is being submitted and the name, address, and telephone number of the entity that is not submitting a bid. The envelope will be opened in public, and it will be noted that the Bidder did not submit a bid.

Bids may be hand delivered or mailed, at any time prior to the bid opening date and time, to the County at its offices located on the, **5<sup>th</sup> Floor of the Morgan County Courthouse at 302 Lee Street, Decatur, AL 35601**. The County does not guarantee that bids sent by mail, courier, or other delivery services, will be received on or before the bid opening day and time as indicated. Bids received after the deadline **shall not** be accepted and shall be returned to the Bidder unopened. All bids received must be in a sealed envelope or package plainly marked on the outside of the envelope or package, **"Inmate Telephone Recording and Monitoring System, open September 18th, 2017"**. Bids submitted by express/overnight services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are encouraged and invited to attend the bid opening. However, only the Bidder's Company Name and Receipt of Bid will be shared during the bid opening meeting.

### **BID AWARD**

All factors stated in this invitation package will be considered in determining the successful Bidder. Any omission(s) of the herein stated requirements may be cause for rejection of the bid(s) submitted, at the sole discretion of the County.

The County reserves the right to evaluate bids for correctness and completeness, and to award the bid within thirty (30) days following the bid opening. The tentative conversion date is scheduled for the week of November 13th, 2017.

The County reserves the right to reject any and all bids, to waive any defects and/or technicalities in the formality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

### **PROTEST OF AWARD**

Any protest or objection to the County's final decision should, upon award notification, any Bidder wishes to protest the award, a Protest Bond in the amount of \$50,000.00 payable to Customer shall be submitted at the time of protest submission.

Should Bidder's protest be successful, the submitted Protest Bond will be returned in full to the Bidder within 10 business days of the protest result notification.



Should Proposer's protest be unsuccessful, the submitted Protest Bond will be forfeited by Proposer and retained in full by the County.

## **SPECIFICATIONS**

### **Purpose**

The purpose of this "ITB" is a solicitation by Morgan County Commission (sometimes herein referred to as the "County"), the governing body of Morgan County, Alabama, (sometimes herein referred to as the "County") for bids from qualified bidders for inmate telephone monitoring/recording system and related services at the Morgan County Jail (sometimes herein referred to as the "Jail") which is supervised by the Sheriff.

Equipment, products, and services which are not specifically requested in this ITB that are necessary to provide the functional capabilities proposed, shall be furnished by the Selected Bidder and reflected on the Bidder's Response Form. Any provider who is or has been in default or breached a contract for these same services may be disqualified from being awarded the contract even if that provider submits the best Bid. All providers must list any customers that have questioned or disputed their inmate telephone agreement and/or commissions within the last two (2) years; even if there has been a confidential or bona fide mutual agreement of resolution signed by the customer and Provider; such information can be marked as "Confidential". All providers must list any outstanding litigations surrounding the Provider's inmate telephone platform and/or monitoring and recording services; such information can be marked as "Confidential". All providers must list any inmate telephone outages that occurred over the last two (2) years, which lasted more than five (5) hours. Any Provider's that stopped paying commissions on InterState traffic or had to renegotiate their existing customer agreements due to FCC changes must provide the customer name and facility contact information.

The purpose of this ITB is to ensure a fully operational, flexible, secure, and reliable inmate telephone monitoring/recording system, and to provide the Sheriff's Office the means to ensure the lawful and legitimate use of the systems. The provision of inmate telephone monitoring/recording system are considered a critical service element and the system's quality, performance, and reliability of service are of high priority to the Sheriff's Office and the County.

The County is requesting bids to provide Inmate Telephone Monitoring and Recording Services for the Morgan County Jail. A turn-key fully operational centralized inmate telephone solution, which will provide a minimum of 99.5% uptime throughout the duration of this agreement is required. Services for which commissions will be paid to the County are to be defined in the Bidder's response, and exclusions for which items are considered as non-commissionable must be defined in the response. This method of providing services will include a single primary contractor with end-to-end network and equipment responsibilities. Subcontractor relationships will be permitted and encouraged to obtain and maintain end-to-end service if, and as approved by the County.

### **Definitions**

AL PSC:	Alabama Public Services Commission
BAFO:	Best and Final Offer presented by a Bidder
Bidder:	The vendor submitting a bid of the proposed equipment and services
Called Party:	Person called by an inmate from the Morgan County Jail
Calling LATAs:	Local Access and Transport Area. The Vendor must comply with Telcordia or equivalent LATA tables which are based on called from





CDRs or Raw CDRs:	NPANXX to called number NPANXX. Examples are Local, IntraLATA, InterLATA, InterState, and International. Call or Communication Detail Records that are the property of the County. It is noted that such Bidders are considered by the County as the responsible party for securing the data and having it stored in duplicated data centers and stored on real-time replicated data bases, but the actual call detail records belong to the County. The Vendor agrees to securely store and provide remote access to the County for seven (7) years after the expiration of this agreement at no cost to the County.
Centralized ITS Platform:	An inmate telephone monitoring and recording system that can be accessible via a secure internet connection by the Sheriff's Office 99.5% of the time.
County:	Morgan County Commission and the legal entity known as Morgan County, Alabama
Commissionable Revenue:	Percentage of revenue that is shared by Vendor with Customer for facility cost recovery fees which are applicable with managing an Inmate Telephone System and reconciling monthly revenue. Revenue generated by the Bidder for any communication event that generates revenue from the Inmate Telephone System
Consulate:	Foreign Agency for International Inmates
Contract Duration:	36 Month Term
Contractor:	The Bidder awarded the Contract
County:	Morgan County, Alabama
Debit Transfer Fee:	A fee that is charged to an Inmate in addition to the cost of an Integrated Debit Call. Debit transfer fees are typically non-commissionable and are not allowed by the County.
Direct Billed Calls:	Any calls that are permitted by Vendor and billed directly from the Vendor each month. All Direct Billed Calls must be shown as such in Call Detail Records and on Customer Revenue Reports. Direct Billed Calls are commissionable to the County.
FCC:	Federal Communications Commission
Fees:	County approved fees that are detailed in Bidder's response and considered as non-commissionable to the County unless otherwise noted in this ITB.
Free Calls:	Any call that generates \$00.00 in revenue. Examples would include free five (5) minute local calls from the Booking phones; or calls to Consulates.
Inmate:	Person incarcerated in the Morgan County Jail
Integrated Debit Call:	A call that is paid for by the Inmate from the Inmate's Trust Fund Account.
ITB:	Invitation to Bid
ITS:	Inmate Telephone System
Jail:	Morgan County Jail
LEC:	Local Exchange Carrier
Marketing Calls:	The County prohibits Vendor Marketing Calls which are designed to result in lower commissionable amounts to the County.
Minimum Monthly Guarantee:	Vendor guarantees that the County will receive a fixed amount of minimum monthly revenue which is based on per month, or per month/per inmate. The County will receive commissions based on the proposed Total Gross Revenue percentage or the Minimum Monthly Guarantee; whichever is higher. Note: PIN database accuracy is based on real-time integration with Jail Management or Kiosk Company and Inmate Telephone Company.



NPA:	A three-digit code, commonly called an area code.
NXX:	A three-digit code, commonly called an exchange.
PIN:	Inmate Personal Identification Number
PREA:	Prison Rape Elimination Act
Private PIN:	2nd Private PIN entered by the Inmate
Rates:	Per minute charges associated with inmate telephone talk time. The County understands that all Vendors round up to the next minute. All rates are commissionable regardless of the communication type; the only exception would be free calls.
Recordings:	Digital recordings of all calls that are completed through the Inmate Telephone System with the exception of Attorney, Public Defender, and Federal Public Defender calls. It is noted that the Selected Bidder is considered by the County as the responsible party for securing the recordings and storing them in duplicated data centers and stored on real-time replicated data bases. The Vendor agrees to securely store and provide remote access to the County for seven (7) years after the expiration of this agreement at no cost to the County.
Revenue Generating Call:	Any call or communication event that generates \$00.01 or greater in revenue and made through the Inmate Telephone System.
Revenue Reconciliation:	Reconciliation process for all revenue generated through the Inmate Telephone System including all rates, taxes, and fees which must be shown in separate applicable types.
Revenue Report:	A real-time revenue report that is accessible by the County or their Agent remotely that consists of a break-down of all revenue generating calls or communication types as agreed upon in this ITB response. A Revenue Report shall be sent to the County at the end of each month.
Selected Bidder:	The Bidder awarded the Contract
Sheriff's Office:	Morgan County Sheriff's Office
Sheriff's Office Personnel:	The Sheriff, his/her Deputies, Corrections Officers, and any other employees under the Sheriff's direction or any of the Sheriff's designated Agents.
Single Payment Calls:	A single call that is charged per minute rates, taxes, and USF fees, plus a Vendor fee not to exceed \$3.00 per call. <i>Single Payment Calls or their equivalent</i> will only be allowed by the County if the Vendor agrees to pay the County their agreed upon portion of the Single Payment per call Fee. Single Payment Calls must be the last payment option that is provided to the Called Party.
Subcontractor:	Vendor(s) hired by the Contractor
System or "ITS":	Inmate Telephone and Monitoring and Recording System
Telcordia:	Industry standard telecom rating database. NPA NXX Area Code Database that list & demographics, Directory of Area Codes NPA NXX, Exchanges, CLLI, Lat/Lon, Carrier, Landline/Cell indicator.
Total Gross Revenue or TGR:	Any and all revenue generated from the per minute rates which are charged by the total amount of minutes talked regardless of the call type. No allocations, deductions, network fees, wireless/VoIP, biometric, or any other items shall be deducted from Total Gross Revenue. The Vendor agrees that the County has the right to audit all Total Gross Revenue for up to seven (7) years after the expiration of this agreement.
Universal Service Fund Fee:	Also known as USF. The universal service fund is money collected from telecommunications companies and dedicated to fulfilling the goals of universal service. Telecommunications companies are required to make



universal service contributions based on earned revenue. USF fees are only applicable to InterState or Long Distance calls within the US. The FCC changes the fee percentages each quarter.

## A. GENERAL

**The following requirements are mandatory. Bidders are required to submit documentation of their proposed System capabilities to meet these requirements, with their Bid Response Form.**

In addition to meeting or exceeding the requirements defined herein, the Selected Bidder, if any, will provide current specifications for all hardware and software, a full description of optional and standard features, and a list of at least three (3) contact agencies who have been using the proposed telephone system in a similar environment as the Jail.

The County shall not pay any charges, either to the Selected Bidder or sub-contractor for the establishment of this service, removal of existing service and equipment, and adding/deleting future equipment as identified by the Jail, and/or the Sheriff.

The Selected Bidder must provide for a local repair service that is acceptable to the County. Said repair service shall be capable of repairing, modifying, installing, removing and reprogramming of the installed equipment and shall have adequate inventory of repair and/or replacement parts. Repairs must be completed within 24 hours of report to the Contractor by the County, or Jail. In the event of a 50% or greater systems failure, the Selected Bidder must respond within 4 hours of report by the County or Jail and have the System operational within 24 hours, unless the Jail agrees to an extension. The inmate telephone provider will provide the Sheriff with a toll-free, 24 hour per day, 365 days per year, 366 days per year in leap years, telephone number to report repair or maintenance problems. The service provider will provide a toll-free telephone number for the inmates' family members to call regarding their telephone bills that is accessible with live call center representative 24 (x) 365, 366 days per year in leap years with consistently less than five (5) minute hold times. On-site intervention by Jail staff or Sheriff's Office Personnel for re-boot of a router is not a preferred System, and the System should not require on-site intervention for re-boot. The System must provide the Sheriff's Office personnel with a hardened wireless phone that can be programmed by the Jail's Staff to become the same as if it is an inmate phone. Each Bidder shall submit a Call Center Answer Response Report that shows average Live Call Center Results for the previous six (6) months defining hold times, call abandonment times, answered call volumes times, and called volume summaries by each call center type. IVR data should be shown as IVR and Live Call Center Data shall be shown as Live Call Center. The chosen Bidder will be required to provide the County with a Call Center Report on a quarterly basis at a minimum; failure to comply with this requirement could result in an automatic contract default.

1. All pages of the response must be numbered, and tabbed, with a Table of Contents. The ITB must be formatted consistent with the specific sections, and numbered paragraphs, and must respond to each on an individual basis. Failure to address any item may be interpreted as non-responsive. Bidders must respond to all paragraphs and submit the following:

- Letter of Transmittal
- Exception List
- Bidder Qualifications
- ITB Specification Responses
- References
- Financial Statement
- Rates and Commissions (Proposed Rates and Commission Schedule)



Installation Plan  
Account Support Narrative  
Concept of Operations of Inmate Communications Systems

2. An authorized representative of the Bidder must sign each ITB response. Additionally, it should include the name(s) of the person(s) authorized to discuss its bid with the County or its Agent.
3. One (1) electronic in a searchable Word format, one (1) original, and six (6) copies of the ITB response, written clearly and legibly either printed in ink or typed, must be submitted in a sealed envelope or package plainly marked on the outside "**Inmate Telephone System, open September 18th, 2017**".
4. The ITB responses must be received as herein provided on or before the date and time shown on page 1 of the ITB documents. Responses not received at stated location by this date and time will be automatically disqualified from consideration.
5. No bid may be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the County.
6. The selected Bidder will, by accepting this bid award, agree to the following:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration laws or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

7. The selected bidder must complete all necessary paperwork required by the County for verification of enrollment in the e-verify program to verify full compliance with the Immigration Reform and Control Act of 1986, as amended by Immigration Act of 1990 and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended.

#### A-1 Vendor Inquiries

If additions, deletions, modifications, or clarifications to the ITB become necessary, the changes will be noted by written addendum to the Bidders. Nothing presented orally during Bidder inquiries or the pre-bid conference will modify or alter the specifications. All inquiries concerning this ITB should be sent to:

David Langston  
Harris, Caddell & Shanks, P.C.  
[dlangston@harriscaddell.com](mailto:dlangston@harriscaddell.com)

With Copy to:

Barnes F. Lovelace, Jr.  
Harris, Caddell & Shanks, P.C.  
[blovelace@harriscaddell.com](mailto:blovelace@harriscaddell.com)



## **A-2 Award**

The County will review all ITB responses to ensure compliance with the specifications. Bidders may be excluded from further consideration for failure to comply with the specifications of the ITB.

The County reserves the right to accept or reject any or all bids, or to waive any technicalities, informalities and irregularities in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to ask a Bidder for additional information that the County feels as pertinent in qualifying a responsible Bidder. Using creative contractual or bid response language relative to “marketing calls” or an attempt to circumvent the requirements of this bid response could be perceived by the County as questionable. In this case, Bidders might be provided with one (1) additional chance to provide additional clarification to their original response.

**To insure specified performance of the proposed System, the County reserve the right to require a finalist’s demonstration/presentation of the System. Bid award will be to the Bidder which is determined to be the most responsive, responsible bidder with the ability to provide the desired services described in the ITB with consideration to the lowest rates and fees as well as bided commissions and technology.**

The selected bidder, if any, shall remain in compliance with the FCC, PSC and other applicable Court or regulatory rulings throughout the term of the contract.

## **A-3 Bid Bond and Performance Bond**

Each Bidder shall submit a **\$2,500.00 Bid Bond, or certified or cashier’s check made payable to the Morgan County Commission**, with its Bid response. The Selected Bidder, if any, shall provide the County with a **\$50,000.00 Performance Bond** within 30 days after the contract is awarded. A company licensed to do business in the State of Alabama shall issue the bond. The inability of the initially Selected Bidder to provide a performance bond shall disqualify the Selected Bidder from installing the ITS and the Selected Bidder shall forfeit its Bidder’s bid bond. The performance bond shall be required for the length of the contract, and any extensions of the Contract.

## **A-4 Power of Attorney**

Attorneys-in-fact who sign bid bonds and performance bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **A-5 Insurance Requirement**

The Selected Contractor shall take out and maintain, during the life of the contract, Bodily Injury Liability and Property Damage Liability Insurance while performing work covered by the Bid from any and all claims for damages for bodily injury, including death, property damage, as well as any and all operations under the Contract, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by either. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than \$1,000,000.00. The Sheriff, the County, and each of their officers, employees, servants, agents, and departments shall each be named as an additional insured under said insurance policy(s).

## **A-6 Contractor and Subcontractor’s Insurance**



The Contractor shall not commence work under this contract until all the required insurance has been obtained, presented, and approved by the County. The Contractor shall not allow any Subcontractor to commence work on its subcontract until the insurance required of the Subcontractor has been so obtained and approved by the County.

#### **A-7 Other Compensation Insurance**

The Contractor shall procure, and shall maintain during the life of this Contract, Workmen's Compensation Insurance for all of its employees to be engaged in work on the project under its contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the Subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate employer's general liability insurance for the protection of the employees not otherwise protected. The Sheriff, the County, and each of their officers, employees, servants, agents, and departments shall be named as an additional insured under said policy(s) of insurance. The Bidder shall maintain and name the County on an Errors and Omissions insurance policy that is equal to ninety (90) days of ITS call total gross revenue for the duration of the agreement.

#### **A-8 Hold Harmless Provision**

The Contractor shall at all times indemnify and hold harmless the County, Sheriff and each of their officers, employees, servants, agents, and departments, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work, if any, involved in the contract and services involved in the contract, and/or occurring from any cause whatsoever in the operation and/or use of the telephone system, provided pursuant to this ITB, and will at its expense defend on behalf of the Sheriff, the County, and each of their officers, employees, servants, agents, and departments, either or all, against any suit brought against them or any of them, arising from any such cause.

#### **A-9 Prime Contractor's Responsibilities**

The Selected Contractor will assume responsibility for delivery of services and performance, regardless whether or not the Contractor subcontracts any of these items listed in the ITB. The Selected Contractor will be the sole point of contact regarding contractual matters, including performance of installation, services and maintenance of the equipment. Selected Contractor will be totally responsible for all obligations outlined under this ITB. The Selected Contractor cannot assign the contract without written permission of the County.

The Selected Contractor must interface with existing and potential future Jail Vendors at no cost to the Jail, County, Inmates, or Called Parties. The current Jail Management System "JMS" is provided by Sun Guard/OSSI. The Inmate Trust Fund Software, Lobby and Inmate Kiosks provider is VendEngine. VendEngine presently has a working interface with Sun Guard and receives real-time PIN updates from the JMS. Contact Silas Deane, [sdeane@vendengine.com](mailto:sdeane@vendengine.com), (615) 319-6007.

The Jail provides its own wholesale commissary, and is responsible for handling inmate debit complaints and purchases from the inmates. The Jail is also responsible for providing supporting documents for any external auditors. For this reason, all purchased Inmate Debit deposits funded at the Jail will be through the VendEngine Lobby Kiosk only. Inmates purchase increments of \$20.00 inmate debit phone time through the Vend Engine Inmate Kiosks/Commissary module, and the chosen Inmate Telephone Vendor



shall deduct their portion of Billed Inmate Debit Total Gross Billed Revenue from the Customers' Monthly Commission amount. A Monthly Revenue/Commission Report shall be sent to the Morgan County Commission at an email address to be provided with copies sent by email to the Sheriff of Morgan County, the attorney for Morgan County, David Langston via email at [dlangston@harriscaddell.com](mailto:dlangston@harriscaddell.com), and to the attorney for the Morgan County Sheriff's Office, Barnes F. Lovelace, Jr. via email at [blovelace@harriscaddell.com](mailto:blovelace@harriscaddell.com). There shall be a separate line item for Inmate Debit in the Monthly Revenue/Commission report which includes the Total Gross Rated amount that the Jail collected through the Commissary Account, and the Total Gross Billed amount that was charged to the inmates. The Customer understands that the deducted Vendor's portion includes all taxes and fees which were collected through the Commissary. The County is aware that the chosen ITS Vendor could provide real-time debit thru Vend Engines kiosks, but this is the County's preferred method.

#### **A-10 Time of Completion**

Work shall begin within thirty (30) days after award of contract unless otherwise notified by the County. Projected conversion date for installation is the week of November 13<sup>th</sup>, 2017.

#### **A-11 Equipment Acceptance**

Final acceptance for each equipment item furnished under this contract may be subject to testing after completion of the installation. Acceptance criteria shall be comprised of an inspection of product installation so as to assure compliance with this ITB and construction and electrical codes according to the normally accepted standards of workmanship, as well as performance testing of the System and its components to assure compliance with contractual specifications and requirements. Work or materials not in compliance with the specifications shall be repaired, removed, or replaced, at the expense of the Contractor.

### **B. CONTRACTUAL RELATIONSHIP**

Nothing contained herein creates an employee/employer relationship between the parties. It is the parties intention that the Contractor will be an Independent Contractor and not an employee or agent of the Sheriff, or the County, and that the Contractor's officers, employees, servants, and agents are neither the Sheriff's, nor the County's employees for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, state and local revenue and taxation laws, state and local workers compensation laws, and state unemployment insurance laws. Except insofar as necessary to monitor compliance with the terms of the awarded Contract, the Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the Sheriff and the County.

Nothing herein shall not be construed as creating any joint employment relationship between the Contractor and Sheriff, or between Contractor and the County and nothing herein shall be construed as creating any joint employment relationship of any person by the Contractor, and the Sheriff or the County. Neither the Sheriff nor the County will be liable for any obligation incurred by the Contractor, or any obligation incurred by the Contractor's officers, employees, servants, and/or agents, including, but not limited to unpaid minimum wages and/or overtime premiums. The Contractor is an Independent Contractor and, notwithstanding any other provisions of this contract, if awarded, it is agreed that neither the Sheriff nor the County, is a partner or in a joint venture with the Contractor, and that neither the Sheriff nor the County, shall be deemed or construed to be a partner of or in a joint venture with the Contractor. Further, nothing contained herein create an employee/employer relationship between the Sheriff, the County, and



subcontractors or suppliers of the Contractor. However, bidding statements contained in the response of the Selected Bidder and the technical service requirements contained herein will become part of the Contract for the equipment, installation and services as herein provided.

### **B-1 Contract Term**

The contract resulting from this ITB shall be for a period of three (3) years from the effective date of the contract. At the end of the contract, the Selected Bidder agrees to, if, and as allowed by law, provides service on a month-to-month basis until the County can procure a new Contract through the ITB process or other legally allowed procurement process.

### **B-2 Termination**

The County may terminate the awarded contract in the event of a material breach by the Contractor. The County will give a thirty (30) day written notice of the breach. If the specified breach is not corrected by the Contractor within the thirty (30) days, the County will have the right to terminate the contract without further notice.

### **B-3 Licensing, Certification, and Other Statutory Requirements**

It is the responsibility of the Contractor to meet and obey all applicable Federal, state, and local licensing and certification requirements. This will be done at the Contractor's expense, with no expense to the Sheriff or the County. All applicable Federal, state, and local laws, rules and regulations governing telecommunications service contracts will apply to this contract throughout the term thereof and terms thereof if and as extended, and is be deemed incorporated into the contract, if awarded.

### **B-4 Current Inmate Telephone System**

Telmate is currently providing Inmate Telephone Service for the existing Jail, which has maintained an average daily population of 480 for the last six (6) months. Telmate is not currently providing Inmate Telephone Service for the new addition to the Jail, but the selected Vendor will be responsible to provide services the for Morgan County Jail which consists of both the existing and new jail addition buildings. Over the next twenty-four (24) months the average daily population is anticipated to be at 750. Notwithstanding anything else herein provided, the figure for the average daily population and/or call volume is not guaranteed.

### **B-5 Miscellaneous Requirements**

1. Each bidder must comply with the terms of the attached Agreement provided by the County.
2. Bidders should make every attempt to use technological terminology in its bid that is common to the industry and technology used by the Jail which is shown under the Definitions section of this ITB. Comparable terminology may be substituted where appropriate if the Bidder provides clear and concise definitions.
3. The Sheriff, the County and their Agent shall not be liable for any of the costs incurred in preparation and presentation of any bid.
4. Any material submitted by the Bidder that is considered confidential in nature must be clearly marked as such. Due to the provisions of the Alabama bid laws, and open records law, no guarantee, assurance or representation is made or given by the County that anything marked confidential shall not be open to the public, or will not be made known in a public meeting, or upon request, given to the public, if and as required by law. Please include and name accordingly a





confidential electronic copy of the Vendor's response, and a non-confidential copy of the Vendor's response.

5. Each Bidder is required to state compliance with each requirement as contained herein. If a Vendor cannot meet compliance requirements, then such item should be shown as an Exception.

## **C. BIDDER QUALIFICATIONS**

### **C-1 Experience**

Bidder must be experienced in providing inmate telephone services to large customers with at least 90 stations, or 900 inmates, in one location and must have an existing installed customer base of at least three (3) other inmate telephone and communications systems similar in nature to Customer's. Response to this paragraph must be a full capability statement, including, but not limited to the following:

1. Years and nature of experience in telephone business.
2. Certified financial statements for the last two (2) years. Bidder must show proof of profitability and financial stability.
3. Notification if the Bidder has stopped paying commissions to any of its existing customer base, even if the omission was only relative to Interstate or long distance traffic only.
4. Notification if the Bidder has been questioned about the accuracy of commission payments, even if the question was relative to Interstate or long distance calling traffic only.
5. Notification if the Bidder's parent company, or any of their affiliates, have been required to credit or reimburse inmates or consumers based on any findings by the FCC, Alabama PSC, or through any Court proceedings.
6. Notification if the Bidder has taken any allocations or deductions from customer's Total Gross Revenue.
7. List all law suits of Bidder's parent company and affiliates for the past three (3) years.

### **C-2 References**

Bidder must provide a list of current and past customer references that the County may contact. IT IS NOT ACCEPTABLE TO RESPOND THAT BIDDER'S CUSTOMER REFERENCES ARE PROPRIETARY INFORMATION. Bidders are advised that references will be contacted without further consent or approval of the Bidder.

### **C-3 Subcontractors**

If any part of the work is or will be subcontracted, the Contractor must provide the name and address of the subcontractor(s) within its bid response. All subcontracted work and each subcontractor performing subcontracted work will be bound by the same terms as contained in the contract. The Contractor will be held responsible for all work performed by the subcontractor. All persons employed by the Contractor or subcontractor, who the Contractor or a subcontractor want to perform work in the Jail, must submit to a background investigation before being allowed to enter the Jail. Further, the County may require that other persons employed by the Contractor or subcontractor submit to a background investigation before being allowed to work on the installation or maintaining of the inmate telephone system if such employees through work on the installation or maintaining of the inmate telephone system will have access to information that may be used to compromise security at the Jail or allow improper use of the inmate telephone system if made known to an inmate of the Jail.

## **D. TECHNICAL REQUIREMENTS**



## **D-1 Purpose and Intent**

The purpose and intent of this bid is for the provision of inmate telephones, monitoring and recording, units. Bidder must propose equipment, and communication uptime of 99.9%. Bidder should propose a package including installation, maintenance and payment to the County earmarked for the Inmate Telephone System. Bidder must inspect each installation site and provide replacement telephones, enclosures and panels as needed or requested by the County.

## **D-2 System Configuration**

1. The Vendor's proposed inmate telephone system must be a turnkey, non-coin telecommunications and service, capable of completing collect, prepaid, integrated debit, and free calls from inmates to their destination numbers. No person-to-person calls will be allowed. No Single Payment Call types will be allowed unless specified otherwise in the ITB response or final agreement/contract with the County.
2. The proposed System shall be a centralized solution with a minimum of three (3) replicated Data Center locations and defined in Vendor's included Disaster Recovery Plan. The System software shall be based on security level and password protected via remote internet access, and the System must reside on Bidder's provided circuit/network.
3. The System should have the capability of simultaneously and digitally recording all inmate calls 24 hours a day, 7 days a week, and storing/maintaining the call recordings for seven (7) years after the expiration of the agreement. The System shall allow remote and live silent monitoring of inmate calls. There shall be no cost to the County or reduction in commission.
4. The System must provide an Audit trail for all Users that can be viewed based on user level.
5. The System must be able to integrate with the Jail's Commissary/Inmate Trust Fund Banking Software, Revenue Reconciliation Software, the Jail Management Software, Vend Engine's Deposit Software and Kiosks, or any other Vendor systems that the County deems as necessary at no cost to the County.
6. The Vendor must provide sufficient band-width to equate to the equivalency of a good quality land-line conversation, and use industry standard or better data compression codecs. The County must be notified in advance of the Vendor switching Network Providers or implementing any new Least Cost Routing network pricing options. Vendor must show centralized Data Center redundancy plan in Vendor's Disaster Recovery Plan. The Vendor must have real-time network analysis reporting, and will be responsible to ensure that there is no PSTN network congestion issues. The above requirements will be at no cost to the County.
7. The System will allow for Crime Tip Voicemail box and/or similar Voicemail boxes at no cost to the County.
8. The Vendor will keep a minimum of one (1) spare pre-loaded customer specific network card available to Vendor's Technician at all times throughout the agreement terms.
9. The System will allow for multiple on and off time schedules, and must have a remote automatic shutdown by phone, by group, or by all phones.
10. The System shall allow for an automated IVR System that can be used by the Jail at no cost to the County. The IVR shall be setup with Speed Dial numbers which is integrated within the ITS that can allow Inmates to send PREA, Crime Tips, etc. voice messages that can be automatically emailed to Customers desired email addresses.
11. The System must include Voice Biometrics (VB) and logistical reporting from Argus defined as Echo© and Crimes©.
  - a. This feature shall be an integrated part of the ITS and must include analytical tools and reporting.
    - i. The VB system shall be a web-based platform, accessible by authorized users from locations away from Customer facilities (as well as on-site access).



- ii. The VB system shall be a “continuous” biometrics offering, whereby the voice prints are analyzed throughout the duration of each call, rather than just performing “pre-call” verification.
          - iii. The VB system must be able to identify when an inmate PIN is being used fraudulently, and be able to identify who the fraudulent user of the PIN is, based on their biometric voice print.
        - b. The VB system must be able to identify instances where multiple inmate voices appear on the same call, and identify all inmates involved in the call.
        - c. The VB system must covertly enroll inmates at facilities with no human intervention required.
        - d. The VB system must have been in operation and covertly enrolling inmates for at least 3 years prior to the date of this agreement.
          - i. The VB system must operate in a fashion that gives neither the Called Party, nor the inmate, any indication that the system is operating.
        - e. The VB system must be able to allow voice prints to self-adjust/improve.
        - f. The VB system must be able to analyze the Called Party voice prints as well as inmate voice prints.
        - g. The VB system must have Called Party side analysis for at least 3 years prior to the date of this agreement.
          - i. The VB system must include periodic updates and enhancements at no cost to Customer.
          - ii. Vendor shall provide all required training relative to the proposed VB system, both initial and ongoing at no cost to Customer.
        - h. VB technology shall be provided at no cost to Customer, the inmate, or their Called Parties.
        - i. Customer may discontinue this feature at any time during the term of this Agreement without penalty.
        - j. VB enrollment must be accomplished passively or thru pre-recorded calls and not require Booking or Cell Block enrollment.
        - k. Vendor agrees to import all existing blocked, free, attorney confidential, consulate, PREA, and privileged numbers into its ITS platform prior to the Vendor’s installation.
        - l. Vendor agrees to provide Customer with a CRIMES Hotline number and mailbox.
        - m. Vendor agrees to provide Customer with a PREA Hotline number and mailbox.
12. The System must include an Investigative Software Suite with searchable notes, and auditing reports that is capable of using Argus’ Echo Voice Biometrics.

### D-3 Instruments

1. The Selected Bidder must install new inmate stations made of heavy gauge steel construction with armored keypad, volume control buttons, and digital handsets. All units must be provided with a handset cord, which will withstand at least 800 pounds of longitudinal tension, and with industry standard safety length cords. Each station must be secured with special security type screws. **Keyed locks are not acceptable.** Telephones, and their locations, must be in full compliance with the Americans with Disabilities Act (ADA), and, if applicable, the Rehabilitation Act of 1973, and all other applicable laws and regulations. Each Bidder must provide screen shot of proposed telephone instruments that have been approved by the FCC.
2. Inmate telephone sets must be wall mounted, of stainless steel or equivalent tamper-resistant durable construction.
3. For investigative purposes, the set must start recording when an Inmate goes off-hook, and the Jail will have access to these call recordings if a call is completed.
4. The County, Jail, Sheriff’s or any of their employees, agents, contractors, sub-contractors, or attorneys cannot be held liable for anything to do with the hardware of an Inmate Telephone Set or



Vendor's applicable equipment.

5. The Vendor must provide two (2) integrated TTY units that will provide the Jail with call printouts for all communication types.
6. The Vendor must provide six (6) industry standard cordless integrated phones for use in the Infirmary or under other needed circumstances.
7. The Vendor must confirm each individual cell block telephone to the applicable 66 connection block and the applicable network card location through the set id within the system and maintain a list with their ITS system in the equipment room of the facility, and to Jail personnel if requested or changed.

#### **D-4 Access**

1. The inmate telephone system must provide outgoing collect service with no access to direct dialed or operator handled service other than pre-defined automated operator services that are described in the ITB response.
2. The inmate telephone system must be restricted to outgoing calls only, no incoming calls are allowed.
3. Sheriff's Office Personnel must retain the capability of turning off, or blocking, service to any telephone or group of telephones from a central location inside the Jail or remotely.
4. All inmate telephones must be FCC registered and Bidder's current FCC number must be provided as part of the bid response. Each Bidder must submit a detailed description of all specific features offered.
5. The System proposed must be designed to use only an automated operator to place inmate calls. The System should provide clear voice prompts to complete calls without the use of or need for a live operator. Each Bidder must provide a clear description of all automated operator services that will be used for inmate calls on its Bid Response Form. Call types that are available at the lowest total price must be presented first to all Inmates and/or Called Parties.
6. The System must provide an accommodation mechanism for inmates with disabilities, specifically, the inclusion of TTY style capabilities is required.
7. All Vendors must subscribe to a LIDB validation database, and the Vendor cannot CACHE destination numbers for more than thirty (30) days.
8. All Vendors must allow Collect calling with monthly limits for each destination number up to \$50.00 per month.
9. All Vendors must prohibit PrePaid account funding minimums and prohibit PrePaid account funding maximums under \$50.
10. All Vendors must provide 3<sup>rd</sup> Party Pre-Paid Billing options for Inmate Families with no mark-up on the deposit or through other possible 3<sup>rd</sup> party agreements with the ITS Vendor. All fees must be clearly explained in Fee section of the Vendor's ITB response.
11. The Vendor must never direct a first call attempt to a Single Payment Call type.
12. All Voice Prompts must provide verbal rate quote that are equal to, or lower than the total charged amount. However, at no time shall the Vendor quote lower voice rates than are charged for the total billed price.
13. The system must provide automated PREA access with remote notification to the Jail.

#### **D-5 Calling Instructions**

Each telephone shall have easy to follow voice instructions for the type of calls allowed. In addition, voice prompt instructions will be provided to the inmate in English and Spanish. If the Jail needs voice prompts in additional languages, the Bidder will do so at no additional cost or deductions to the Jail or County within thirty (30) days of a written request.



Each set shall include brief dialing instructions. Include screen shot of instructions.

#### **D-6 Problem Reporting Capabilities**

The proposed System should have automated problem reporting system that provides visual notification to the Selected Bidder when issues arise. Each Bidder is required to fully describe those capabilities in response to this paragraph. Selected Bidder must notify the Jail of any failures immediately with an estimated restoration time. Selected Bidder will provide updates every four hours until service is restored. Bidder must have online trouble reporting system. The Jail must have access to enter and read all open and closed trouble tickets throughout the duration of the agreement.

Each Vendor must provide the County with twenty-four hour telephone access to maintenance personnel as indicated in the Vendor's escalation chart. Each Vendor must provide the County with 24 (x) 7 (x) 365/366 day Live/Bi-Lingual Call Center that has call times consistent to three (3) minutes or less weekly, per call. Vendor must include an example of the last three (3) months Call Center activity as an example in the Vendor's bid response. Call Center report shall include all dropped, abandoned, disconnected, and connected or voice mail box call requests.

#### **D-7 Call Blocking**

The System must be capable of blocking an unlimited number of individual numbers. Each Bidder must state the method and quantity of telephone numbers the System can block. Blocked numbers must be able to be entered remotely and have immediate effect either at the facility level or system-wide. The Called Party must have the option to automatically block their number at the time of the call attempt if they do not choose to accept the call. The Inmate Telephone System must have a CDR field that indicates all DTMF digits pressed by the Inmate or Called Party, after the call has initiated.

The Facility must have the ability to import txt, xls, or equivalent called number lists into the ITS eliminating the need for individual manual number entry of blocked, free, or privileged numbers, names, date and time.

#### **D-8 Call Branding**

All calls placed from the Jail, on the inmate telephones must be capable of being identified to the called party as follows: **This is a call type specific call from, \_\_\_\_\_ (pre-recorded inmate name) an inmate at the Morgan County Jail.** The pre-recorded name cannot be longer than two (2) seconds, and must allow the jail to listen and delete if necessary.

The System should provide the called party with the ability to hear calling rates, as they apply to the phone call they are receiving, and that the call is being monitored and/or recorded. No call rates charged can be more than verbal rate quotes. For investigative purposes the ITS must record both sides of the conversation from the time an inmate picks up the handset until the completed call has ended. The Jail shall have access to these CDRs and Recordings which include the call type chosen.

#### **D-9 Answer and Termination Detection**

The telephone system must record the method in which the call was accepted or denied. Further, the System must record the method in which the call was terminated. This information must be contained within the call detail records (CDR) and be included in call detail reports. The telephone system must have security features that only allows an Inmate to dial a pre-defined number of digits.



## **D-10 Call Detail Reports**

1. The inmate telephone system must provide full call detail records for use in administrative, investigative and revenue reconciliation purposes.
2. The Vendor will maintain and provide the Jail and County remote access to all Call Detail Reports for up to seven (7) years after the expiration of this agreement.
3. The Vendor will be responsible for paying any additional revenue if identified in a County provided audit for up to two (2) years after contract expiration.
4. Call detail reports, and raw call/communication detail records should be available to the County, Sheriff, Sheriff's Office Personnel or their agents on a real time basis via the centralized solution. The County or their Agent shall have the ability to export the data in txt, xls, or any equivalent file type. The records must provide the following minimum information on all outgoing calls:
  - a. Time of day originated and terminated;
  - b. Station or port number originating call;
  - c. Number dialed and or IP Address (if applicable);
  - d. Line or trunk group and trunk number call route;
  - e. Duration of call in minutes and seconds;
  - f. Method of call termination;
  - g. Location of the station originating the call;
  - h. Cost of the call broken down by per minute, per rate, per tax, per fee, per type, per LATA, and by total cost of call.
5. All Call detail records must be collected and stored in real time at a centralized, secure location with redundancy in three (3) different approved Data Centers.
6. The proposed System must provide to the County, Sheriff, and Sheriff's Office Personnel the following reports, displaying, and printing both real time and historical detail records.
  - a. Calls from a specified inmate phone;
  - b. Calls to a specified destination number;
  - c. Calls from a group of inmate phones;
  - d. Calls of a certain type (e.g. free calls);
  - e. Calls through a particular trunk line or port;
  - f. Calls with recorded conversations;
  - g. Calls with attached Notes;
  - h. Calls with keywords found in Notes;
  - i. Calls of a specified duration;
  - j. Calls for a specified inmate PIN;
  - k. Calls with a specified Start or End code;
  - l. Completed calls;
  - m. Incomplete calls;
  - n. Incomplete calls that validated;
  - o. Locked calls.
  - p. The cost of the call broken down by per minute, per rate, per tax, per fee, per type, per LATA, and by total cost of call.
7. Samples of Call Detail Reports must be provided with each Bidder's bid.
8. The inmate telephone system must be able to generate frequency reports including origination number, destination number, inmate PIN, and trunk identification or port numbers by Cell Block.

## **D-11 Call Length Control**

The Sheriff, and Sheriff's Office Personnel must be given total flexibility to limit the length of calls placed by inmates, e.g. 20 minutes. The inmate must be warned prior to disconnecting that the call time limit is about to expire one (1) minute and fifteen (15) seconds prior to call termination. The System must provide



the ability to set such time limits at the pin and station level, as well as globally across the System, and allow for automated inmate telephone suspension by inmate or by cell block.

#### **D-12 Call Supervision**

1. The inmate telephone system must provide live-monitoring capability which the Sheriff, and Sheriff's Office Personnel can have the ability to select inmate telephone or device at a simple keystroke command. This capability must be provided via a secure password level and internet connection. Neither the called party, nor the inmate, should detect an audible indicator that would warn that the line is being monitored.
2. All call monitoring should be available via a secure password level and internet connection. No additional hardware or software should be required.
3. The inmate telephone system should allow the Sheriff, and Sheriff's Office Personnel with the appropriate password level to terminate an inmate call in progress instantly via an internet connection. No additional hardware or software should be required.
4. The Sheriff, and Sheriff's Office Personnel with the appropriate password level should have the ability to break-in on a specific inmate call while in progress and talk to both parties (the inmate and the called party).

#### **D-13 Call Validation**

1. The system must be designed to eliminate any and all access to a live operator.
2. At no time can Vendor automatically route calls to a more expensive call type regardless of any type of validation, unless specifically defined in Vendor's bid response.
3. Vendor must subscribe to LIDB validation and not CACHE destination numbers > 30 days.
4. IntraLATA/InterState calls cannot be charged InterState fees.
5. All Vendors must allow Collect calling with monthly limits for each destination number up to \$50.00 per month.
6. All Vendors must prohibit PrePaid account funding minimums and prohibit PrePaid account funding maximums under \$50.

#### **D-14 Controlled Access**

1. The proposed Inmate Telephone System must provide the Sheriff, and Sheriff's Office Personnel with a means of controlling general access to inmate telephone services. The System should provide a means to set telephones and groups of telephones in or out of service at predetermined times. Each Bidder must describe in detail on its Bid Response Form how this will be accomplished.
2. The Sheriff, and Sheriff's Office Personnel must have the capability of shutting down all telephones in a cellblock, all telephones in the entire Jail, or all phones system-wide from a single central interface.

#### **D-15 Fraud Control**

1. Bidder shall aid in controlling fraudulent use of the telephone network by interference with secondary call patterns, termination of calls, if a second dial tone is detected, and prohibition of hook switch dialing. Vendor's ITS must not provide access to an outside network after a call has been completed.
2. The Sheriff and the County will bare **no** responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Fraudulent calls must be the sole responsibility of the Bidder. For this reason the County has included a Minimum Monthly Guarantee requirement.



3. The System must have the capability to detect the dialing of additional DTMF's following call connection. Upon detection, the system should play a warning message to the inmate and the called party.
4. The System can provide the ability to detect and flag three-way calls. The Sheriff, and Sheriff's Office Personnel can be provided with the ability to mark the call as a three-way call, disconnect the call, or both. A Vendor cannot charge the Inmate or the Called Party for any three (3) way call attempts or calls. The system must have the ability to block the inmate from dialing (x) number of digits after a call has been completed. The system must log all DTMF dialed attempts by Inmate or Called Party for investigative purposes. The Vendor shall provide an example CDR report. The County is aware that three-way call attempts cannot be detected from all digital phone systems.
5. The System must provide the ability to detect PIN sharing and calls from multiple inmates to the same Destination numbers.

#### **D-16 Inspection Audit and Maintenance of Reports**

1. The Selected Bidder must maintain books, records and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.
2. The Sheriff, and the County, or any of either of their representatives must have reasonable access, for the purpose of examination, to any books, documents, papers and records of the Selected Bidder as they may relate to the awarded Contract.
3. The County may cancel any resultant Contract for refusal by the Selected Bidder to allow reasonable access to all documents, papers, or other materials originated or received by the Selected Bidder in conjunction with the awarded Contract.
4. Should the County identify a ten percent (10%) or greater error rate in the CDR's or revenue reconciliation then the Vendor will be responsible to pay for a Consulting Agent retained by the County to provide revenue reconciliation reports to the County at no cost.
5. Each Vendor will provide raw CDR records to the County or assigned Agent on a weekly or monthly basis in csv, xls, or other similar file type.

#### **D-17 Maintenance Diagnostics**

1. The System software should be designed so the System will perform continuous self-test diagnostics of the Network without intervention by the Sheriff or Sheriff's Office Personnel.
2. When the System detects a problem, notification should immediately be displayed to the support staff in the Selected Bidder's maintenance Contractor.
3. Each Bidder must include with its submitted bid, clear and concise information describing the operation of the diagnostic system.

#### **D-18 Network Access**

1. Each Bidder must provide an interface that allows control, monitoring, ability to listen to recorded conversations and PIN administration from a centralized inmate telephone platform. Changes made through this interface must take effect immediately. Each Bidder shall include with its bid a detailed description as to how this will be accomplished.
2. Each Bidder shall describe in detail the process a call would follow including voice prompts, validation process, and acceptance/denial process in its bid.

#### **D-19 Inmate PIN System**

1. The inmate telephone system must be capable of importing PINs from the Jail Management or Inmate Trust Fund software provider in real-time or near-real time. The PIN update must take





place within five (5) minutes. Each PIN can be up to six (6) digits. Any PIN that is less than six (6) digits should be predicated with zero's (0's).

2. Presently, the current system generates its own PINs. The proposed system must use the Inmate ID numbers which is what is presently being used by VendEngine.
3. The System must provide an automated private four (4) digit PIN setup feature that allows an inmate to set up his/her own private PIN account. The County or Inmate must have the ability to reset the four (4) digit private PIN. Each Bidder shall include with its bid a detailed description as to how this will be accomplished.
4. Call duration, call velocity (# of calls allowed within a specified time frame), programmable free calls and phone usage periods must be programmable by individual inmate PIN.
5. Each inmate PIN must have the ability to have an associated call allowed number list that includes telephone numbers the inmate is permitted to call.
6. The inmate telephone system should provide a method for inmates to automatically build their own allowed number list. Each Bidder shall include with its bid a detailed description as to how this will be accomplished.

#### **D-20 Officer Check In and Biometrics**

The System should have the capability of allowing the Jail Personnel to check in from any phone in the System, entering his/her PIN number and stating a default phrase provided by the biometrics system. The system must create a report which includes the Officer's name, log of the time, date, and location of the phone used to check in. Provide example of report in Bidder's bid response and describe system capabilities.

#### **D-21 Hot Number Alerts**

The System must allow an administrator to designate Hot PINs and Hot destination numbers. When the system detects that a call is being made using any of these pre-programmed Hot Pins or destination numbers, the System must automatically call destination numbers designated by the Sheriff, or Sheriff's Office Personnel. These designated numbers should include direct-dial desk phones, officer cell phones, home telephones, and pagers. Alerts to any type of phone should prompt the recipient for a security code, and, after receiving a proper code, conference them into the call. The recipient should be undetected by the inmate and called party; however, the recipient should have the ability to disconnect the call or cut into the call and talk to each party. Alerts to pagers should send information to the specified pager including the number being dialed, the PIN used in dialing, etc.

#### **D-22 Miscellaneous Telephone Equipment**

The Selected Bidder must provide as part of this Contract all non-expendable miscellaneous equipment such as computers, printers, modems, routers, gateways, and system software necessary to allow the Sheriff, and Sheriff's Office, and Jail Personnel to query, display and print individual inmate telephone activity. Equipment must be supplied with system software needed to interface with the Inmate Telephone System to perform such functions as traffic management, system administration, call blocking and maintenance diagnostics. System software must be security level based and password protected. Vendor will meet all requirements at no cost to the County.

#### **D-23 Operator Services and Voice Prompts**

1. Automated operator services provided by the inmate telephone system must provide for a minimum of ten (10) languages. At a minimum, these language options must include English and Spanish chosen by Jail



2. If additional languages should be required, the System must be capable of providing automated operator voice prompts in up to ten (10) languages at no extra cost to the Sheriff or the County. Modification or addition of languages must be made at no extra cost to the Sheriff or the County.
3. Any voice prompt required during the operation of the inmate telephone must be clear and concise.

#### **D-24 Uninterrupted Power Supply (UPS)**

The inmate telephone system (routers) at the Jail must be provided with an uninterruptible power supply (UPS). The UPS must prevent potential problems in the telecommunications system caused by power outages, surges, and spikes.

#### **D-25 System Integrity**

1. It is the responsibility of the Bidder to assure an operational system including any and all interfaces with the regulated common carrier and the availability of required network facilities. By submitting a bid, the Bidder agrees that:
  - a. The Bidder is familiar with the local conditions under which this inmate telephone and monitoring and integrated digital recording service system must perform.
  - b. The Bidder possesses the capabilities, hardware, and personnel necessary to provide an efficient and successful inmate telephone, monitoring and recording system.
  - c. The Bidder agrees that Bidder must and will be solely responsible for all services proposed. Notwithstanding the details presented in this ITB, it is the responsibility of the Bidder to verify the completeness of the requirements and their suitability to meet the intent of this ITB. Any additional necessity for services required by the Bidder to meet these specifications must be provided by the Bidder at no extra cost to the Sheriff or the County.

#### **D-26 Recording Requirements**

The Jail requires the following recording features:

1. The inmate telephone system must provide a fully integrated digital recording component for use in recording inmate telephone calls.
2. The System should utilize current technology in centralized and replicated data centers using industry standard or better compression codecs.
3. The Recording and Monitoring System must be integrated into the Vendor's Inmate Telephone Platform and shall not be dependent on any other systems.
4. The recording feature of the System must store call recordings for at least seven (7) years and the Vendor must maintain such records as accessible online to the County, Jail, etc. at no cost to the County, or the Vendor can provide a server with the data at no cost to the County.
5. For playback purposes, the recording system must provide the facility personnel the ability to search by individual PINs, specific date and time criteria, individual destination numbers, individual inmate telephones, or a group of inmate telephones.
6. The System must provide a playback history list of a recorded call(s) to determine every user that has listened to the recorded call.
7. The System must provide the hardware and software to allow recorded calls to be transferred to a CD, MP3, WAV file or other electronic medium for transport and replay on any computer with audio capabilities. The transferred record must include the call record detail (time and date of the call, PIN number, destination number, etc.).
8. All recordings must be available via secure remote access through an internet connection. This process shall not require more than one login by an authorized user.
9. The inmate telephone system proposed by a Bidder, must also be capable of providing an inmate



- communication lock-down feature easily accessible by the Sheriff's Office, and Jail Personnel.
10. The proposed System shall have the capability of making a permanent record of a portion of, or of the entire recorded call. Vendor will maintain and provide the County with on-line access to such CDR's and Recordings as described above at no cost to the County. Vendor has the option to copy jail data and recordings onto a server that can be housed at the Jail and provided to the County at no cost in lieu of housing the data on-line after contract expiration.
  11. The proposed System must be programmed to not record any privileged or attorney calls. Vendors must indicate if their proposed system, data center, or any affiliated companies have ever had a known breach or hack of such recordings.

**Additionally, the Bidder should provide details for each of the following items as they pertain to the proposed recording feature of the System:**

**Security Envelope:** Recorded conversations stored in the System must provide security measures to ensure that CDRs and/or recordings have not been tampered with. This security must extend even to recordings that have been transferred to external CD medium and/or transmissions by e-mail. The Selected Bidder must provide expert testimony regarding security of the call recordings if required at no cost to the County.

**Call Lock Feature:** Via a workstation, the System must allow administrators to lock call recordings to ensure their retrieval beyond the on-line storage period. Once a call recording is locked, it must be available on-line until unlocked.

**Search and Play Parameters:** Via secure internet access, the System must allow administrators to search for calls completed and recorded during a specific time period, calls placed at a specific inmate telephone, calls placed to a specific destination number, or calls made by phones assigned to a specific group. Playback of recorded calls shall not require any media change.

**Live Monitoring/Remote Monitoring:** The inmate recording feature of the System must allow for live monitoring in real time, without any interference to existing recording operation. This feature should be available locally over the workstation PC's speakers, as well as remotely to a telephone number specifically designated by the system administrator. Additionally, the applicable and approved Jail Personnel shall have the capability while monitoring, to terminate the call from the phone keypad. Monitoring must not be detectable by the callers.

**Hot Number Alerts:** The System must allow an administrator to designate Hot PINs, or Hot destination numbers. When the System detects that a call is being made using any of these pre-programmed Hot PINs or destination numbers the System must automatically call destination numbers designated by the Sheriff. The System must be capable of calling the Sheriff, and Sheriff's Office Personnel when a specific number is being called from the Jail. The system must allow system administrators to add or remove destination numbers from the hot list using an onsite workstation provided by the system Bidder. When personnel receive an alert call from the system, they should be prompted for a security code and then immediately be able to monitor the call in progress. The system should allow the chain of three numbers to be called in sequential form to alert the Sheriff, and Sheriff's Office Personnel. The system must allow the person monitoring the conversation to terminate the call in progress should the need arise.

**Reports:** The inmate telephone system must provide system administrators with the capability to print reports or export them in csv, xls, or other equivalent file formats, and shall not be exclusive to pdf. After selecting parameters such as origination number, destination number, date, time, keywords, or group, the system must be able to provide a return a list of calls matching the criteria. The system must allow this list to be printed in report format. Additionally, the system must provide the ability to produce call count reports as well as frequency reports based on the above listed criteria.



**User Password System:** Security must be maintained by a multi-level password system based on user access requirements. The System should allow users to be assigned pre-set security levels, or allow the flexibility to assign individual access permission based upon specific job requirements. These permissions should include, but not be limited to, access to inmate accounts, monitoring, call searching, etc. The system must have an Administrator password level that can be used for Internal Affairs. All user access must be accessible by the Sheriff, Warden of the Jail, the Jail Administrator or Jail Internal Affairs, and not seen through audit reports by other users. Those users with the administrator level password must have the ability to set user access parameters for other users according to security requirements. Each Bidder must describe in detail how its password security system is managed, including samples of user setup screens.

**User Log:** As a security precaution, the System must provide a user log. Only those users with administrator level access should be able to review the user log. The log must include user access to the System, the time and date of each access, the action taken during the user access, and the IP address that logged into the System.

## **E. ACCOUNT SUPPORT**

### **E-1 Billing**

Bidder must describe this process in detail in response to this paragraph, specifically how tampering with call records is addressed and eliminated, in its bid response. The County prefers a Vendor that has real-time prepaid account funding.

All billing reports must include a breakout of talked minutes, rate per minute charged, calling LATA, call type (including direct billed calls), individual taxes, individual fees, and define the arrangement with any 3<sup>rd</sup> party billing companies; other than Local Exchange Carriers. No calling can be billed based on prepaid address. Billing must be based on the applicable NPA/NXX rate center information.

### **E-2 Compensation**

The County fully understands and supports Alabama PSC Docket #:15957 and has a clear understanding of the recent changes to FCC Docket #: 12-375. We believe that all ITS Bidder's should provide fair and reasonable rates to the inmates and their family members. We also believe in a fair and reasonable commissions offering that is inclusive of strong and transparent security technology.

The County will not tolerate "fee gouging" or knowingly "revenue reconciliation errors and/or omissions". If the County notifies the Bidder of identified revenue anomalies to the County, Inmates, or Called Parties the Bidder will have a thirty (30) day cure period to resolve the issue and notify the Sheriff and County in writing of its resolution of the issue. Throughout the terms of this agreement, the Bidder will be responsible for all taxes, regulatory fees, bad debt, unbillables, credit card charge backs, rate file and billing errors, credit disputes, etc., and no deductions, reductions or allocations are allowed to be taken from the County's guaranteed revenue or commissions.

The County requires the bidder to pay commissions on all revenue generating call types including Collect, PrePaid, Local, IntraLata, InterLata, InterState, International, Single Payment, Direct Billed, Pay to Connect, Text to Connect, Voice Mail Messages, VoIP/Wireless, CRA, RAF, etc. If the Bidder is aware of any communication types that it does not agree with sharing revenue with the County, then the Bidder must list those items under this section.



The County recognizes that call stimulation is associated with lower rates and fees, and the County will look favorably towards such Bidder's response.

### **E-3 Regulatory & Tariffs**

1. Response to this paragraph must include a copy of Bidder's current approved tariff schedules and predominant carrier schedule. Each Bidder must include in its response a statement whether the tariff used to calculate projected revenue is State approved or pending approval.
2. Each Bidder must disclose and include a complete list of all fees that will be charged by the ITS Provider or any 3<sup>rd</sup> Party Billing Agent. There shall be no fees charged that are not listed in Bidder's response for the duration of the agreement. Any requested changes to fees must be done through certified mail, and notification must be provided to the County and Sheriff 30 days in advance of any requested changes. The Bidder cannot make changes without receiving written approval from the County. Any breach of this requirement will automatically put the Bidder in default of the contract.
3. Each Bidder must certify their compliance with applicable PSC and FCC fee schedules and other applicable rulings.
4. If a Bidder has had to renegotiate the commission terms of any of its existing Alabama customer base over the last 24 months, each facility must be listed in Bidder's response. Failure to list any ITS existing customers could automatically disqualify the Bidder from participating in this bidding opportunity.

### **E-4 Commission Checks**

Commission checks must be submitted to the County on a monthly basis, and must be accompanied by a revenue report that is consistent with ITS individual raw call detail records, and/or with information designated by the County. Each monthly report must provide a detailed summary for all separate revenue generating calling or communication types, total minutes, total gross revenue, and total paid commissions. Commission payments must be received by the County within forty-five (45) days after the 1<sup>st</sup> day of installation, and every thirty (30) days thereafter. Any commission payments in excess of sixty (60) days will automatically put the Bidder in default of the ITS contract. The County will conduct revenue reconciliation audits bi-annually. If the Bidder's platform is found to have errors or omissions that cannot be corrected within thirty (30) days of written notification from the Jail or County, then Bidder will automatically be in default of the ITS contract/agreement. All data and raw call detail records are and will remain property of the County. The County will have the right to audit call data and revenue reports up to two (2) years after contract expiration. If the Bidder is found to owe the County any outstanding revenue, all unresolved payments will incur a 5% late payment until such payments to the County are paid; there will be no exceptions to this requirement. The County reserves the right to not accept any Bidder's response where non-compliance has been taken to this item.

## **F. INSTALLATION, TRAINING, TESTING & ACCEPTANCE**

### **F-1 Implementation**

Each Bidder shall provide a detailed plan respecting all aspects of the System implementation process, including System production, installation, acceptance, training, and completion from date of award. See Attachment A as an example.

The County will provide a single point of contact for the Selected Bidder during the installation phase of the contract, which could be an assigned agent. The Selected Bidder shall also assign a single point of contact. The Selected Bidder will cooperate fully with any reasonable scheduling requirements issued by



the County. The Selected Bidder will be responsible for keeping the County and its assigned agent informed of the Selected Bidder`s progress at all times. All software and hardware as proposed must be installed and fully operational per manufacturer`s specifications for such equipment within thirty (30) days after bid award.

## **F-2 Bidder Integration**

The Selected Bidder must, and shall, be responsible for all coordination with the local telephone company regarding installation and maintenance of primary and backup circuits. However, the Selected Bidder is not to order, or place in service any equipment that would result in charges to the Sheriff or the County, without a Notice to Proceed and a fully executed contract.

The Selected Bidder must, and shall, be responsible for all coordination and integration with the current Inmate Trust Fund or Jail Management provider for the PIN and inmate telephone deposit integration requirements.

## **F-3 Training**

The Selected Bidder must provide training to make the Sheriff, and Sheriff`s Office Personnel familiar with the operation of the inmate telephone system and auxiliary services at no extra cost to the Sheriff or the County. This training should be coordinated as part of the overall implementation plan. Each Bidder must describe its training philosophy and provide its detailed training plan in response to this section.

## **F-4 Existing Equipment Replacement**

It is anticipated the one-for-one replacement of inmate telephones in their current locations at the Jail can be accomplished without substantial disruption of service or damage to the County`s property. Each Bidder should describe in its bid response how this would be accomplished. Damages caused by the installation of equipment must be repaired at the expense of the Selected Bidder.

## **F-5 Acceptance**

The County reserves the right to test **equipment and service for satisfactory performance for a period** of thirty (30) days. After the test, in the event the equipment and/or service is not acceptable, the County will notify the Selected Bidder in writing and give the Selected Bidder thirty (30) days to bring the equipment and service to a satisfactory level. If the equipment and/or service remain unsatisfactory, the County reserves the right to terminate the contract and award to the next most responsive, responsible bidder. The Bidder must commit to providing service in the interim until the new Bidder can replace equipment, at which time the contract becomes terminated. Each Bidder must state in its bid, its agreement to comply with this paragraph.

## **G. MAINTENANCE AND ONGOING SUPPORT**

### **G-1 Maintenance Support**

Bidder must provide Jail with twenty-four (24) hour per day telephone access with local or toll free number for full maintenance support. Bidder must comply initially as well as in future years with all applicable state and Federal regulatory changes without cost to the Sheriff or the County. Selected Bidder must provide Jail with thirty (30) day notification before any new system features can be uploaded unless waived by the County. Any and all repairs must be performed at the Bidder`s expense during the term of the contract, and



extensions, thereof, if any. A record of all maintenance of any system updates must be kept online and accessible to the County throughout the terms of the agreement.

## **G-2 Maintenance Response**

Each Bidder must submit a detailed response plan and escalation procedure for out of service situations. However, at a minimum, if installed phones are out of service in the Jail, the Selected Bidder must respond within four (4) hours and provide continuing status updates until resolution of the issue is attained. Non-emergency issues, or issues that do not impact multiple inmate phones or System access, should receive response within less than twenty four (24) hours.

## **G-3 Maintenance Force Experience**

Each Bidder must designate in the Bidder`s response whether maintenance is to be provided by Bidder`s personnel or by subcontractor. The experience level of the entire maintenance force must be detailed. As a minimum, the maintenance force personnel must have three years of experience in the maintenance and repair of inmate telephones, the network it presides on, and be certified on the Bidder`s centralized ITS.

## **G-4 Onsite Review**

The Selected Bidder must coordinate and conduct bi-annual onsite performance reviews as specified by the County.

## **H. ITB REQUIRED RESPONSES**

All individual sections of this ITB require a response of read, understood, and will comply unless Bidder is incapable of compliance. If Bidder cannot comply with a section, please provide an explanation, and an alternative if applicable. Any non-compliance items must be indicated in **Red**.



**BID RESPONSE FORM  
Inmate Telephone System**

Date: \_\_\_\_\_

Out of State: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide Registration Number: \_\_\_\_\_

Company Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Company Representative:

\_\_\_\_\_

\_\_\_\_\_

(Name Typed or Printed)

Position:

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Will you be financing through another entity besides yourself?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, attach a copy of the financing agreement and all conditions to this response form.

\_\_\_\_\_

Financing Entity or Agency Authorized Signature

**All required documentation must be attached to the Bid Response Form and all exceptions should be listed below. If no exceptions have been taken, then Vendor should state “no exceptions taken”.**





**INMATE TELEPHONE RATE & FEE SCHEDULE**

**VENDOR’S PER MINUTE INMATE TELEPHONE RATES SHALL NOT EXCEED THE BELOW FOR THE DURATION OF THE AGREEMENT.**

	<b>Local</b>	<b>Intra LATA</b>	<b>Inter LATA</b>	<b>Interstate</b>	<b>International</b>
<b>Rate / Per Minute for all Call Types: No surcharges allowed.</b>	<b>\$00.21</b>	<b>\$00.21</b>	<b>\$00.21</b>	<b>\$00.21</b>	<b>\$00.50</b>

**VENDOR INMATE TELEPHONE FEES SHALL BE BASED ON THE BELOW FOR THE DURATION OF THE AGREEMENT. EVEN IF THE D.C. CIRCUIT COURT ORDER PERMITS HIGHER FEES. VENDOR WILL NOT BE ALLOWED TO CHARGE ANY FEES THAT ARE NOT DISCLOSED IN BID RESPONSE.**

<b>Fee Description</b>	<b>Maximum Amount Allowed</b>
Website & IVR PrePaid Deposit Funding Fees	\$3.00
Live Call Center Deposit Fee	\$5.95
3 <sup>rd</sup> Party Billing Companies: Western Union, Money Gram, etc.	\$5.95 (no vendor pass-thru)
Checks, Cash, or Money Orders	\$0.00
Prepaid Debit Transfer Fee	\$0.00
Single Payment Fee (must be presented as last payment option)	\$3.00 (County will receive same commission percentage on all call types; including single payment call fees, although the County prefers NO per call surcharges.)
Refund Fee (*Calling Card refunds not allowed) 30 day turn-around from request to mailing of refund check.	*\$4.99 or less can be provided with a Calling Card. \$5.00 or more should have the option of receiving a check.
Monthly Account Inactivity or any other monthly fees	\$0.00
County Tax	Doesn't apply
City Tax	Doesn't apply
State Gross Utility Tax	6%
FUSF	Applicable percentage with 100% pass thru on Interstate traffic only
Returned Check Charges	Not to exceed \$25.00
Credit Card Charge Backs	Not to exceed \$35.00
VoIP or Wireless Fees	\$00.00
Commissary Transfer Fees	\$00.00
Voice Message Fees (broadcast messages are free)	\$00.25 per message – same commission percentage to County
Billed Cost Recovery Fees (collect calls only)	\$2.49
Direct Billing Fees	\$2.00 for paper copy if requested by customer and \$0.00 for electronic copy.



**INMATE TELEPHONE COMMISSION SCHEDULE**

Facility cost recovery fees, “commissions”, must be based on Total Gross Revenue “TGR”, which is inclusive of any and all revenue generated from the inmate telephone system. The only approved TGR exceptions are listed in the rate and fee schedule shown on the previous page. However, Single Call Payment and Voice Message fees are not exclusions and shall be considered as a part of TGR.

The Vendor will be responsible for all billing and collection expenses, which includes, but are not limited to: bad debt, unbillables, uncollectibles, credit card charge backs, LEC rejections, platform rating errors, network expense, etc. None of the aforementioned vendor responsibilities can be deducted from the County’s TGR before commission is calculated and paid to the County.

Vendors are not allowed to submit multiple commission offerings, or variations from the below. All commission offerings will be final for the duration of this agreement; regardless of any regulatory changes.

- Vendor’s proposed TGR commission rate is: \_\_\_\_\_%
- Minimum Monthly Guarantee “MMG”: \$20,000.00 MMG is a minimum amount of monthly commission that the Vendor guarantees to pay the County. This amount is based on an average daily population of 480 inmates. The Vendor shall pay to the County each month the higher amount of the MMG or the commissions due the County. In no event shall the County receive less than the MMG each month.
- In addition to the proposed TGR and MMG, the Vendor agrees to pay \$100,000.00 as an upfront technology grant for sole-source security equipment needed by the Jail. This technology grant will be paid to the County by the 10<sup>th</sup> calendar day following agreement signatures by both parties.

Listed below are inmate telephone Vendor projections:

- Average TGR per inmate, per month: \$\_\_\_\_\_
- Average number of completed revenue generating calls, per inmate, per month: \_\_\_\_\_
- Average call duration:\_\_\_\_\_

Installation Time: **30 to 45 days from date of signed agreement.**

\_\_\_\_\_  
**Signature of Bidder (Vice President or Above)**

\*\*\*\*\*

**OUR COMPANY CHOOSES TO SUBMIT A NO BID**

\_\_\_\_\_  
**Signature of Company Representative**



## EQUIPMENT INFORMATION FOR CURRENT & NEW JAILS

Morgan County's *current jail* houses city, county, federal, and state inmates. The Jail is located at 119 Lee Street, Decatur, AL 35601. The current jail's average daily population for the past six (6) months has been four hundred and eighty (480) inmates. The current jail's cell block/pod layout are shaped like an octagon, with a secure central control room in the middle, surrounded by seven (7) housing units in C pod, and six (6) housing units in all other pods.

### CURRENT JAIL INMATE HOUSING & PHONE INFORMATION

Facility Location	Inmates	Phone Location	Phones	Note
A Pod	92	<ul style="list-style-type: none"> <li>• 2 each in 1, 2, 3, 4, 5, and 6</li> </ul>	12	
B Pod	96	<ul style="list-style-type: none"> <li>• 2 each in 1, 2, 3, 4, 5, and 6</li> </ul>	12	
C Pod	100	<ul style="list-style-type: none"> <li>• 2 each in 1, 2, 3, 4, 5, and 6</li> <li>• 1 in 7</li> </ul>	13	
D Pod	162	<ul style="list-style-type: none"> <li>• 2 each in 1, 2, 3, 4, and 6</li> <li>• 3 in 5</li> </ul>	13	
Booking	17	<ul style="list-style-type: none"> <li>• 2 in Female Booking</li> <li>• 5 in Male Booking</li> </ul>	7	1 Female Booking phone in lobby and 1 in FB2
Kitchen			1	
Jail Lobby			1	Currently 2 payphones, but only need 1 courtesy phone (5 min local free calls)
Infirmary			2	Cordless phones
TTY Units			2	

**TOTAL PHONES: 63**

All inmate phones must have volume control buttons. Suicide/Drunk phones are needed in MB1, 5, 6, 7, FB 1 and 4. The main equipment room where the D-Mark is located is at the end of MC1 hall. The equipment room is large, clean, and has plenty of room for adding floor racks or wall mounted racks.

### NEW JAIL INMATE HOUSING INFORMATION

The new addition to the jail will house approximately 150 inmates on each floor, or a total of 450 inmates; the address for the new jail addition is the same as the current jail. The new jail addition has already been pre-wired with fiber. Telephone jacks have already been toned out, and are ready to be plugged in. Each phone jack has already been labeled in the housing units, as well as in the fiber rack located in the new Jail equipment room. The equipment room in the new Jail addition is already connected to the equipment room in the existing Jail. The Vendor's network circuit will be installed in the existing Jail's equipment room only. The inmate telephone install will be very easy, but back plates will need to be hung for the first time in all of the new Jail addition's locations. There is a need for fifty-four (54) inmate telephones in the New Jail addition and none of these need to be suicide phones. The only Vendor wiring needs for the new Jail addition will be to add 1 inmate phone in the Work Release lobby, which is in close vicinity to the new Jail addition's equipment room.



**NEW JAIL ADDITION INMATE HOUSING & PHONE INFORMATION**

Facility Location	Inmates	Phone Location	Phones	Note
First Floor	75	1 North	4	
First Floor	75	1 South	4	
Second Floor	75	2 North	4	
Second Floor	75	2 South	4	
Third Floor	75	3 North	4	
Third Floor	75	3 South	4	
Work Release Lobby			1	

**TOTAL PHONES: 25**

Booking phones should stay on 24 hours per day, and allow free local 5 minute calls. The free calls can be limited to a predefined and approved amount of calls per destination number. All other inmate telephones should come on at 6:00 AM and go off at 10:00 PM. There should be 20 minute call duration limits.

**FACILITY CALL DATA (EXISTING JAIL)  
Average daily population of 480**

**Morgan County, AL**

Starting: 01/01/2016 Ending: 12/31/2016

Collect Calls ----- 01/01/2016 - 12/31/2016				
Call Type	Termination	Lata	Call Count	Total Minutes
Collect Calls	Completed Call	Local	1,148	9,015
Collect Calls	Completed Call	Intralata	-	-
Collect Calls	Completed Call	Interlata	382	2,841
Collect Calls	Completed Call	Interstate	186	1,930
Collect Calls	Completed Call	International	-	-
			1,716	13,787
Prepaid ----- 01/01/2016 - 12/31/2016				
Call Type	Termination	Lata	Call Count	Total Minutes
Prepaid	Completed Call	Local	138,098	963,785
Prepaid	Completed Call	Intralata	-	-
Prepaid	Completed Call	Interlata	35,591	248,218
Prepaid	Completed Call	Interstate	11,878	122,496
Prepaid	Completed Call	International	48	543
			185,615	1,335,043



## **CURRENT INMATE TELEPHONE CALLING AVERAGES FOR EXISTING JAIL**

Average revenue generating completed calls, per inmate, per month: **33**  
Average call duration: **7.2 minutes**

## **CURRENT INMATE TELEPHONE CALLING RATES**

**Prepaid and Collect Calling Rates are:** \$00.25 per minute for Local, IntraLata, and InterLata. \$00.21 for Interstate Prepaid and \$00.25 for Interstate Collect. International calls are \$3.00 surcharge, plus \$00.75 per minute. Voicemail is charged at \$1.25 per message.

## **CURRENT INMATE TELEPHONE CALLING FEES**

Prepaid Cash Deposit Fee is \$3.00. Prepaid Credit Card Deposit Fee is \$3.00. Prepaid Transfer Fee is 5%. Prepaid Moneygram Fee is \$5.95. Call Center Deposit Fee is \$5.95. Quick Connect Fee is \$3.00 per call. Bill Statement Fee is \$2.59. International RA Fee is \$0.99. International CCR Fee is \$2.50. International Prepaid RA Fee is \$0.75.



## ATTACHMENT A IMPLEMENTATION PLAN

The major milestones of the implementation of the ITS system are as follows. Vendor should indicate number of days under Duration for all Item Numbers:

Item	Task	ITS Duration	
<b>Pre-Implementation</b>			
1	Review Contract/RFP Requirements	___ day(s)	
2	Conduct Pre-Installation Site Survey	___ day(s)	
3	Installation Plan Review with County	___ day(s)	
4	Coordinate Equipment Removal	___ day(s)	
<b> </b>			
5	Order System Hardware	___ day(s)	
6	Order Network Services	___ day(s)	
<b> </b>			
7	Review Current Specification & Format	___ day(s)	
8	Develop Interface, QA, and Test	___ day(s)	
<b> </b>			
9	Configure Centralized System in Data Center	___ day(s)	
10	Configure Network IAD, QA Test, and Burn In	___ day(s)	
11	Prep Equipment for Shipping, Deploy	___ day(s)	
<b> </b>			
12	Request Data from Current Vendor & Import	___ day(s)	
13	Review Current Vendor Data	___ day(s)	
<b> </b>			
14	Verify/Test Network Circuits	___ day(s)	
15	Facility Install	___ day(s)	
15.1	Equipment Set Up and Powered	___ day(s)	
15.2	Phone Swap	___ day(s)	
15.3	Execute Test Plan	___ day(s)	
16	Workstation Setup and Administrative Software Installed	___ day(s)	
17	Verify Inmate ID Data Flow is Accurate	___ day(s)	
18	Cutover	___ day(s)	
18.1	ID Phone Ports	___ day(s)	
18.2	Monitor for Problems	___ day(s)	
<b> </b>			
19	Coordinate Training Schedule with Facility	___ day(s)	
20	Provide Training with Training Guides and Materials	___ day(s)	
<b> </b>			
21	Meet with County to Review Implementation	___ day(s)	
<b>Total</b>		___ day(s)	