

This R.F.P. No. 7-219 and the proposal opening date must appear on the proposal envelope.

## REQUEST FOR PROPOSAL

OFFICE OF CITY PURCHASING AGENT  
P O Box 1111  
Montgomery, Alabama  
January 30, 2019

Gentlemen:

Sealed proposals for **Municipal Jail Inmate Phone System** will be received by the undersigned until **2:00 P.M., February 26, 2019** in Room 1, Building 1941, 934 North Ripley Street, Montgomery, Alabama 36104 and be opened as soon thereafter as practical. Proposals will be publicly opened and read in Conference Room, Building 1941, 934 North Ripley Street, Montgomery, Alabama. Proposals may be hand carried or mailed; however, it is the responsibility of proposers to assure that proposals are received not later than 2:00 P.M. on the date indicated above. Proposals received after this time will not be considered.

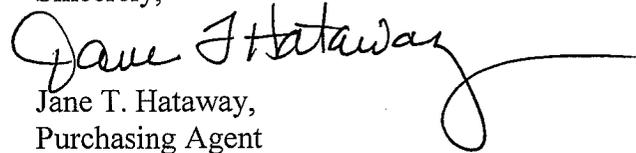
All proposals shall be F.O.B., Montgomery, Alabama and submitted on the attached Proposal Form. Proposers are requested to fill out the Proposal Form by typewriter, indelible pencil or ink and to express delivery in number of days. If you cannot furnish any of the items, please return the attached Proposal Form marked "NO PROPOSAL".

The City of Montgomery reserves the right to award this proposal and also the right to reject any or all proposals and the right to make an award in the best interest of the City of Montgomery.

No oral, telephonic, telegraph, facsimile proposals, modification, or alternate proposals will be considered. Proposals will not be considered from firms, individuals or the same owners of separate companies submitting more than one proposal.

Questions regarding this proposal may be directed to telephone number (334) 625-2610 and should be presented prior to proposal opening.

Sincerely,

  
Jane T. Hataway,  
Purchasing Agent

JTH/kb

Attachment:

1. Proposal Form.
2. Specifications.
3. Special Provision.

## PROPOSAL FORM

Proposal No. 7-219

Mrs. Jane T. Hataway  
Purchasing Agent  
P.O. Box 1111  
Montgomery, Alabama 36101-1111

Dear Mrs. Hataway:

Submitted below is my proposal on **Municipal Jail Inmate Phone System** in accordance with your Request for Proposal referenced above. Prices quoted are F.O.B., Montgomery, Alabama, and the item(s) on which I am proposing are in exact accordance with the Special Provisions with any exceptions listed below.

### **GROSS COMMISSION OFFER \_\_\_\_\_**

#### NOTES:

1. The City of Montgomery reserves the right to accept or reject any or all proposals within a minimum of 30 days after proposals are opened.
2. Payment will be made a minimum of 30 days after receipt of order.
3. Proposers making exceptions to the proposal specifications which require the City of Montgomery to make modifications or add items necessary to meet specifications either in-house or by contract may have the costs involved added to their price proposal.
4. **INCOMPLETE BID BONDS AND UNSIGNED PROPOSAL FORMS WILL BE CAUSE FOR DISQUALIFICATION OF A PROPOSAL.**
5. **IN ORDER TO SUBMIT A COMPLETED PROPOSAL, VENDOR MUST LIST MAKE AND MODEL OF ITEMS BEING PROPOSED ABOVE AND ALSO RETURN THE CHECK LIST ATTACHED TO THE SPECIFICATIONS, COMPLETED, WITH SPECIFICATIONS OF ITEM BEING PROPOSED IF DIFFERENT THAN SPECIFIED.**
6. **PLEASE NOTE SPECIAL PROVISIONS ATTACHED.**
7. **SITE OF WORK VISIT:** Proposers shall visit the site of work and carefully examine the work contemplated, and it will be assumed that Proposers have satisfied themselves as to the conditions to be encountered in regard to the character, quality and quantities of work to be performed and materials to be furnished. The submission by a Proposer of a proposal will be considered prima facie evidence that the proposer has made such examination.

- 8. **VENDORS SHOULD PROVIDE ONE ORIGINAL PRINTED HARDCOPY, CLEARLY IDENTIFIED AS SUCH, AND ONE (1) ADDITIONAL COPY OF THEIR BID.**
- 9. **BUSINESS OWNERSHIP:  
SMALL – LESS THAN 50 EMPLOYEES OR GROSS RECEIPTS LESS THAN \$1,000,000.00 PER YEAR, INDEPENDENTLY OWNED AND OPERATED.  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
MINORITY AND WOMEN OWNED – AT LEAST 51% OWNED BY ONE OR MORE SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS AND WHOSE MANAGEMENT AND DAILY BUSINESS OPERATIONS ARE CONTROLLED BY ONE OR MORE OF THOSE INDIVIDUALS.  
\_\_\_\_\_ YES \_\_\_\_\_ NO**

EXCEPTIONS TO SPECIFICATIONS:

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Bid Date

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Terms of Payment & Discount

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Delivery Date Phone No

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Company

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Mailing Address Fax No.

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Email Address

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BY: \_\_\_\_\_  
(Signature)

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BY: \_\_\_\_\_  
(Printed Name)

**City of Montgomery Police Department  
P. O. Box 159  
Montgomery, Alabama 36101**

**Request for Proposal: MONTGOMERY MUNICIPAL JAIL  
INMATE TELEPHONE SYSTEM CONTRACT**

Prospective vendors are to review the attached specifications and individually respond to each with one of the following:

*Yes* – Proposed system/vendor supports this feature or ability.

*No* – Proposed system/vendor does not support this feature or ability.

\* - Proposed system/vendor supports this feature or ability with modification. Vendor must separately explain each deviation.

All bids received by the City of Montgomery are made available for public review at the time of the bid opening and thereafter become a matter of public record.

Questions concerning this proposal and appointments for walk-through may be made to:

Montgomery Municipal Jail  
Major J. Reaves  
320 North Ripley Street  
Montgomery, Alabama 36104  
Phone: (334) 850-4440

**Montgomery Municipal Jail – Inmate Telephone System**

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**1. CHANGE OVER**

- 1.1 Vendor shall perform whatever updates and/or installations are necessary (whether hardware or software) during the change over from the current service provider (if applicable), without customer experiencing any interruptions of service.
- 1.2 System must be new and the latest technology.
- 1.3 All required licenses shall be obtained and maintained by the vendor at their own expense.

**2. TECHNICAL SUPPORT**

- 2.1 Provide for all initial and refresher training for corrections staff at no cost and accommodating to fluctuating schedules (whether on-site or remote)
- 2.2 Technicians shall be available to respond in person when needed.
- 2.3 Initial technical support should be provided on demand, day or night

**3. MAINTENANCE AND REPAIR**

- 3.1 Vendor shall repair and maintain all equipment in good operating condition at their own expense.
- 3.2 Vendor shall provide all parts and labor at their own expense.
- 3.3 All required repairs shall be performed within 24 hours given the availability of parts.
- 3.4 Vendor shall have repair technicians available who can respond in person within 24 hours for repair assessment.
- 3.5 Vendor shall have a dedicated account representative who can be reached for issues concerning account.
- 3.6 Vendor shall provide updates to the system as they become available and at their own expense.
- 3.7 The City of Montgomery shall not be held responsible for any damage to the system, accidental or intentional.

**4. MONITORING**

- 4.1 The system shall be available from any device with internet access.
- 4.2 The system shall have immediate reverse caller identification.
- 4.3 The system shall provide all call monitoring in real time.

**5. CALL RECORDING**

**Montgomery Municipal Jail – Inmate Telephone System**

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5.1 The system shall allow all calls to be recorded and maintained off-site.

5.2 The system shall not allow any third party add on devices.

5.3 All calls shall be included in reports.

**6. CALL ARCHIVING**

6.1 All calls shall be exportable as a common audio file such as .wav, wma or mp3 and shall be archived for a minimum of 90 days.

**7. COMMISSION**

7.1 Vendor shall pay no less than 56.5% commission to the Montgomery Police Department of gross revenue generated from all billable calls.

7.2 Payment shall be made to the Montgomery Police Department on a monthly basis as well as allowing billing reports to be viewed from any internet-capable device on demand.

**8. CALL OPTIONS**

8.1 The system shall allow inmates to make calls with debit cards.

8.2 The system shall allow inmates to make calls by prepaid collect.

**9. SECURITY**

9.1 System security shall be multi-level.

9.2 System security shall allow for approved access only and roles can be assigned by the jail administrator/commander.

**10. TERMS OF AGREEMENT**

10.1 The contract will be in force no more than 3 years from the day inmates begin placing calls.

10.2 There shall be no rollover clause or automatic renewal at the end of the contract term.

10.3 Either party can void the contract with 60 days written notice at any time during the contract term due to substandard equipment or service.

11. The system shall allow for management and commissary integration capabilities.

12. The system shall allow for video visitation technology.

**Montgomery Municipal Jail – Inmate Telephone System**

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CHECKLIST MUST BE COMPLETED BY THE BIDDER

SECTION	CAN COMPLY	CANNOT COMPLY	SEE ATTACHED SHEETS
1.1	_____	_____	_____
1.2	_____	_____	_____
1.3	_____	_____	_____
2.1	_____	_____	_____
2.2	_____	_____	_____
2.3	_____	_____	_____
3.1	_____	_____	_____
3.2	_____	_____	_____
3.3	_____	_____	_____
3.4	_____	_____	_____
3.5	_____	_____	_____
3.6	_____	_____	_____
3.7	_____	_____	_____
4.1	_____	_____	_____
4.2	_____	_____	_____
4.3	_____	_____	_____

**Montgomery Municipal Jail – Inmate Telephone System**

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SECTION	CAN COMPLY	CANNOT COMPLY	SEE ATTACHED SHEETS
5.1	_____	_____	_____
5.2	_____	_____	_____
5.3	_____	_____	_____
6.1	_____	_____	_____
7.1	_____	_____	_____
7.2	_____	_____	_____
8.1	_____	_____	_____
8.2	_____	_____	_____
9.1	_____	_____	_____
9.2	_____	_____	_____
10.1	_____	_____	_____
10.2	_____	_____	_____
10.3	_____	_____	_____
11.0	_____	_____	_____
12.0	_____	_____	_____

## SPECIAL PROVISIONS

### NO. 1

THE CITY OF MONTGOMERY REQUIRES THAT A BOND BY A RELIABLE SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF ALABAMA BE FILED WITH EACH BIDDER'S BID THAT EXCEEDS \$50,000.00. SUCH BOND SHALL BE FOR THE SUM OF FIVE PERCENT (5%) OF THE TOTAL BID. A CASHIERS CHECK PAYABLE TO THE CITY OF MONTGOMERY OR AN IRREVOCABLE LETTER OF CREDIT SHALL ALSO BE ACCEPTABLE.

### NO. 2

CITY ORDINANCES MANDATE THAT ANYONE WHO TRANSACTS BUSINESS WITHIN THE CITY LIMITS OF MONTGOMERY BY ONE OR ALL OF THE FOLLOWING SITUATIONS IS SUBJECT TO OBTAIN A CITY BUSINESS LICENSE:

- 1) A physical location within the City.
- 2) A representative of your company calls on customer or solicits business within the City.
- 3) Merchandise is delivered into the City on a vehicle other than by common carrier.

BIDDERS FALLING WITHIN THE ABOVE CATEGORIES WILL BE REQUIRED TO OBTAIN A CITY OF MONTGOMERY BUSINESS LICENSE PRIOR TO ISSUANCE OF A CONTRACT OR PURCHASE ORDER.

BUSINESS LICENSE NO. \_\_\_\_\_

### NO. 3

Verification of E-Verify Enrollment in accordance with the Beason-Hammon Act.

## SECTION 9

-The attached form should be completed and signed. Attach to it verification of your enrollment in E-Verify.

**RFP/PROCUREMENT STATEMENT OF COMPLIANCE WITH THE BEASON-  
HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT AS  
AMENDED**

*This form with attachment is to be returned with the response to any RFP or other form of procurement and is to be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama.*

State of \_\_\_\_\_  
County of \_\_\_\_\_

“As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, I hereby state that in my capacity as

\_\_\_\_\_ (state position) for \_\_\_\_\_  
\_\_\_\_\_ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.”

I further assert that said business entity/employer/contractor is enrolled in the E-Verify program if enrollment is not eligible to enroll because of the rules of that program or other factors beyond its control.

*(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)*

Signature

**ATTACHMENT: VERIFICATION OF E-VERIFY ENROLLMENT.**

THIS FORM PROVIDED FOR COMPLIANCE WITH SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) (b).and (c) as amended.

1/3/2013