

Request for Proposal

Proposals are being accepted for Inmate Communications System for the Monroe County Sheriff's Office as stated herein.

Proposers shall submit their responses to this Request for Proposal in a sealed envelope to:

Monroe County Department of Finance
Attn: Jessi Soileau
103 College Street, Suite 9
Madisonville, TN 37354

Public Opening of the proposals will be held at the above address at the deadline date and time designated in the Request for Proposal (RFP).

DATE ISSUED:	9/23/2019
RFP NO:	CGD1102-09-19
RFP TITLE:	Inmate Communications System for the Monroe County Sheriff's Office
RFP DEADLINE DATE & TIME:	October 15, 2019 at 10:00AM
RFP CONTACT:	Jessi Soileau, Purchasing Agent jessi.soileau@monroetn.com
CONTACT PHONE:	(423) 442-9383 ext. 2105

Monroe County Board of Commissioners
Madisonville, Tennessee 37354
(423) 442-9383

Proposal Requested By:

Request for Proposal Number:

Monroe County Sheriff's Office

CGD1102-09-19

October 15, 2019

Sealed proposals, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, J.P. Kennedy Building, until, but no later than **10:00 A.M. (EST.)** local time prevailing, **October 15, 2019**, and then publicly opened and read for the Inmate Communications System for Monroe County Sheriff's Office as authorized by the Monroe County Board of Commissioners.

No proposal can be withdrawn after the scheduled closing time for receipt of proposals for sixty (60) calendar days.

To be considered, your proposal must be submitted on the copy of this Request for Proposal. Bidders shall sign this form in the space provided and submit proposal document to Monroe County Department of Finance, 103 College Street South Ste. 9, Madisonville, TN 37354. Proposals shall be returned in the enclosed proposal envelope, properly completed and sealed. Proposals will not be accepted via fax machine or e-mail.

Time is of the essence and proposals received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The date and time stamp in the Finance Department shall determine the time of receipt. Respondents are responsible for ensuring that the Finance Department personnel stamp their proposal before the deadline indicated. Late proposals received will be so noted in the proposal file in order that the vendor's name will not be removed from any future bid/vendor list.

If you desire not to quote on the Proposal, please forward your acknowledgment of NO BID. Return of the "Terms and Signature Sheet" with authorized signature and indication of NO BID is appropriate. Failure to comply may cause for removal of your company's name from the bid list for subject commodity or service.

It is the policy of Monroe County, Tennessee to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21. No person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, sex, disability, or national origin.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Terms and Conditions of Request for Bids/Proposals

1. Award

The County reserves the right to reject any or all Bids/Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids/Proposals. The County further reserves the right to reject the Bid/Proposal of any Bidder/Proposer whom it finds, after reasonable inquiry and evaluation, to not be responsible. The County may also reject the Bid/Proposal of any Bidder/Proposer if the County believes that it would not be in the best interest of the Project to make an award to the Bidder/Proposer. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder/Proposer. More than one Bid/Proposal for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder/Proposer has an interest in more than one Bid/Proposal for the Work may be cause for disqualification of the Bidder/Proposer and the rejections of all Bids/Proposals in which that Bidder/Proposer has an interest. If the Contract is to be awarded, the County will award the Contract to the Bidder/Proposer whose Bid/Proposal is the best interest of the Project. Disputes arising from the award of the Bid/Proposal must be submitted in writing to the Monroe County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by the County for the goods and services specified or insufficient funds exist for future orders, the County is under no obligation to make a contract award, contract renewal, or purchase.

2. Preparation of Bids/Proposals

- (A) Bidder/Proposers are expected to examine all Bid/Proposal documents. Failure to do so will be at the Bidder/Proposer's risk.
- (B) Each Bidder/Proposer shall furnish all information required by the Request. The Bidder/Proposer shall sign the Bid/Proposal documents; erasures or other changes shall be initialed by the person signing the offer.
- (C) Unit price shall include freight unless otherwise specified in the request. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Bidder/Proposers must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
- (E) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

3. Availability of Requested Items

Bidder/Proposers must accept responsibility for verifying availability of specified items prior to submission of Bid/Proposal. Bidder/Proposer shall notify the County no less than 96 hours prior to the Bid/Proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-126 if specified

items are discontinued, replaced, or will not be available for an extended period of time.

4. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective Bidder/Proposer to notify Monroe County Purchasing if there is a question as to the specifications or bid/proposal procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less than 96 hours prior to the Bid/Proposal deadline per T.C.A. § 12-4-126. These requirements also apply to specifications or procedures that are in error or ambiguous.

5. Delivery

Delivery will be f.o.b. destination unless otherwise specified in the Bid/Proposal document. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

6. Federal Tax and State Sales Tax

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

7. Addenda

No modifications to the Bid/Proposal shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Bid/Proposal addenda, if issued, are posted on the County's website: www.monroetn.com. Prior to submitting a Bid/Proposal, it is the responsibility of the Bidder/Proposer to ascertain that they have received all addenda issued and bid/propose accordingly. No addenda will be issued later than 48 hours prior to Bid/Proposal deadline per T.C.A. § 12-4-126.

8. Submission of Bids/Proposals

- (A) Bid/Proposal shall be enclosed in a sealed envelope and addressed to the Monroe County Purchasing Department, 103 South College Street, Madisonville, TN 37354. The name and address of the Bidder/Proposer shall be identified on the face of the envelope along with the Bid/Proposal number and title. Bids/Proposals for construction projects exceeding \$25,000.00 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
- (B) The County does not accept Bids/Proposals by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the request for Bid/Proposal regarding Bid/Proposal modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at Bidder/Proposer's request and expense unless otherwise specified in the Invitation.

9. Modification or Withdrawal of Bids/Proposals

Bids/Proposals may be modified or withdrawn by signed written notice to Monroe County Purchasing or in person by an authorized Bidder/Proposer representative provided the modification or withdrawal is received prior to the Bid/Proposal deadline. A Bidder/Proposer representative making a modification in person shall have proper identification and shall initial the change. The Bidder/Proposer representative shall sign a receipt for the withdrawal of a Bid/Proposal. A telegraphic notice with an authorized signature would be acceptable for Bid/Proposal modification or withdrawal. It is the Bidder/Proposer's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the Bid/Proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened.

10. Late Bids/Proposals

It is the responsibility of the Bidder/Proposer to deliver their Bid/Proposal or modification on or before the deadline date and time. The time of record will be the date/time stamp of the Monroe County Finance Department. Late bids/proposals will not be considered or returned.

11. Qualifications of Bidder/Proposers

In evaluating Bid/Proposal, the County will consider whether or not the Bid/Proposal complies with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid/Proposal form or prior to the Notice of Award. The County will consider the qualifications of Bidder/Proposer and may consider the qualifications and experience of Subcontractors, Supplies, and other individuals or entities proposed for those portions of the work which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidder/Proposers, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The County may make such investigations as are deemed necessary to determine the ability of the Bidder/Proposer to perform the work and the Bidder/Proposer shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid/Proposal if the evidence submitted by the investigation of such Bidder/Proposer fails to satisfy the County that such Bidder/Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. Subcontracts

The Bidder/Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

13. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of the Bid/Proposal, require that all decisions made as to matters concerning this Bid/Proposal be made on an individual firm basis. By signing this Bid/Proposal, the Bidder/Proposer certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's Bid/Proposal. Any concerted activity with respect to this Bid/Proposal will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee.

14. Compliance with Applicable Laws

The Bidder/Proposer shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

15. Bid/Proposal Acceptance

Bid/Proposal prices quoted shall be subject to acceptance by the County for a period of sixty (60) calendar days from the Bid/Proposal deadline, unless Bidder/Proposer indicates otherwise in their Bid/Proposal. If awarded the Bid/Proposal within the time frame specified, Bidder/Proposer agrees to furnish all services described or specified

16. Acceptance of Bid/Proposal Content

The successful contractor's bid/proposal content shall become a contractual obligation if procurement action ensues. Failure of the successful Bidder/Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

17. Notification to County

If no Bid/Proposal is to be submitted in response to this Bid/Proposal, it is not necessary to return the request; however, notice should be given to the County if the recipient wishes to remain on the County's Bidder/Proposer list for future solicitations.

18. Standard Contract

The County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any Bids/Proposals submitted in response to the Request for Bid/Proposal.

19. News Releases

News releases pertaining to this procurement or any part of the Bid/Proposal shall not be made without the written approval of the County Purchasing Director.

Terms and Conditions of Purchase

1. Definitions

- A. The "County" is Monroe County, Tennessee, and includes its designated representatives.
- B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- C. The "Specifications" include instructions to vendors, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who perform services of the project.
- E. "Calendar Days" are consecutive days, as occurring on a calendar without regard to the day of the week, month, year, or holidays.
- F. The National Institute of Governmental Purchasing (NIGP) Online Directory of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

2. Contract Terms

Upon award, the performance of the contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order, or blanket order as appropriate, signed by the County Purchasing Agent and Finance Director or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

3. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

4. Delivery Requirement

To insure adequate service level to the people, the County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made or services performed at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

5. Transportation Charges

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

6. Packaging

The County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. Quantities

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

8. Indemnification and Insurance

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage if requested.

9. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.

10. Warranty

The seller and/or proposer expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.

11. Invoices

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

Terms and Conditions of Purchase

12. Notice and Service Thereof

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

13. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

14. Patents

The seller and/or proposer guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent. The seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

15. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller and/or proposer, or in the event of breach of any of the terms hereof including the warranties of the seller and/or proposer, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

16. Public Notice – Title VI of the 1964 Civil Rights Act

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Monroe County.

17. Non-Conflict

No employee, officer or agent of The County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved.

18. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract will forthwith be physically amended to make such assertion or correction.

19. Termination of Contract

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgement and discretion of the Purchasing Agent. In the event of such termination, the Contractor shall be liable for any excess cost incurred by County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from bidding on County contracts for a period of 12 months. The Contract may be cancelled without cause by either party with the giving of written notice of no less than 60 calendar days.

Overview

It is the intent of these specifications to obtain proposals from qualified vendors to provide inmate telephone services (further referred to as ITS), including a recording system, monitoring system, equipment for the inmates, and other potential ancillary services at the following Monroe County facility:

Monroe County Justice Center
4500 New Highway 68
Madisonville, TN 37354

Any item not specifically mentioned, but necessary for the delivery and operation of ITS and other ancillary services shall be included in your response. The requirements listed herein should be met by all Vendors. In instances where your system differs from these requirements, you must note the difference and describe in detail how the system will meet the County's needs without including this specific requirement. Failure to meet these requirements may be cause for rejection of the vendor's bid at the County's discretion. No pre-proposal meetings will be provided however questions may be directed to the Sheriff's office. The County and Sheriff's office reserves the right to request clarification for any proposal submitted and enter into negotiations that are in the best interest of the county.

A. Schedule

The estimated schedule for the RFP is as follows:

Event	Date
Walkthrough	10/2/2019 at 1:00 PM
Response Submission Deadline	10/15/2019 at 10:00AM
Contract Award	10/24/2019 at 10:00 AM
Contract Effective Date	10/24/2019 at 10:00 AM

Please contact Chief Chris White if you have questions about the Walkthrough 423-442-3911.

B. Submission

One (1) Original and two (2) copies of the RFP response must be in a sealed envelope or package plainly marked on the outside **Inmate Telephone System RFP Response**, and must be returned no later than October 15, 2019 at 10:00AM to the following address:

Monroe County Finance
Attn: Jessi Soileau
103 College Street South Suite 9
Madisonville, TN 37354

RFP responses not received by the stated time and date will be automatically disqualified from consideration. Original proposal must be clearly marked "**ORIGINAL**" and contain all original signatures of Vendor submitting the proposal.

C. Definitions

For the purpose of this RFP, the terms “Vendor” and “Offeror” refer to the provider of equipment and services. The word “County” will refer to Monroe County.

The “system” will be referred to as the ITS’s individual method for providing all services requested.

The words “must” and “shall” indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection for the proposal. There may be other requirements that the County finds important but not mandatory. It is important to respond in a concise manner to each requirement in this document.

D. Termination

The obligation to provide further service under the terms of the resulting agreement may be terminated by the County upon sixty (60) days written notice in the event of material breach by the successful proposer to perform in accordance the terms hereof. In the event that the County chooses to discontinue this contract, the Vendor warrants that it will remove all its equipment from the facilities without charge. Service and equipment will not be removed until another Vendor has been identified. The removal of equipment and disconnecting of the present system will occur during the implementation of the new system with minimal interruption of service to the County. It will be necessary that the current vendor cooperate with the new vendor during the implementation of the new system.

E. Damage and Repair Liability

The County will have no liability to the Vendor for fraud, theft, vandalism, damage, or loss of the Vendor's phone equipment inflicted by the inmates or the public. All costs associated with the repair of phone will be the responsibility of the Vendor. Other ancillary services may require hardware that falls outside of this stipulation.

Vendor warrants that all repairs will be made at its expense. Vendors shall make all reasonable efforts to ensure that the calling service is operational and repaired as quickly as possible.

F. Insurance

Proposer agrees to carry liability and Worker’s Compensation insurance satisfactory to the County in a minimum amount of two million dollars and to indemnify the County against all liability, loss, and damages. Successful Vendor must submit copies of insurance certificates to the County before any work can be started.

G. Negotiations

Negotiations may be conducted with prospective vendors who submit proposals. The County reserves the right to reject any and all proposals or waive portions thereof and to choose the proposal which best meets the needs and requirements of the County. The County reserves the right to require the Vendor to provide demonstrations or samples as part of negotiations.

Vendor Qualifications

A. Experience

- a. The County is contacting prospective vendors who have an interest in or are known to do business relevant to this RFP for ITS and ancillary services. The vendor must be an experienced, reputable firm providing the requested system. Vendors not currently involved with these systems will not be considered for this contract.

B. References

- a. Vendor must provide three (3) references including name, location and size of facility, date of installation, and a contact person and phone number.

C. Regulatory Information

- a. The County is accepting proposals from reputable companies who are currently in the business of providing inmate telephone service. Proposers must provide detailed responses and when applicable, required documentation for each of the following requirements:
 - i. The proposal must include a copy of the Vendor's Secretary of State Registration.
 - ii. The proposal must include evidence that the Vendor's necessary and required public utilities or telecom related certifications, approvals, or tariffs are in good standing.
 - iii. The proposal must include evidence that Vendor is registered for sales tax in appropriate jurisdictions.
 - iv. The proposal must include evidence that the Vendor is a valid and contributing party to all Federal and State level USF. If the Vendor is not contributing to the required USF, they must provide a detailed explanation of why they are exempt from contribution.
 - v. The proposal must include the Vendor's registration information and corresponding Form 499 Filer ID with the Federal Communications Commission.
 - vi. The Proposal must include evidence that the Vendor is in compliance with all FCC mandates for inmate telephone services, include calling rates, deposit and transaction fees, and all FCC reporting and filing requirements, including the FCC Inmate Communication Services Annual Form 2301 filing requirement and the FCC 499 filing requirements.

Inmate Telephone System

A. System Security

- a. The proposed system must be web based with tiered security access levels so employees can access the platform from outside the jail location. If there are functions that cannot be performed remotely, Vendor must clearly describe any limitations.
- b. The system shall be a Web-based, easy to use application that is available securely from anywhere at any time remotely.
- c. The proposed system must be programmed for auto shut off at times designated by the County.
- d. The County personnel must be able to manually shut down the service in case of emergency.
- e. The proposed system shall be password protected to permit only appropriate County personnel access to the service.
- f. The system must have the capability to enable and disable any phone at the County from any secured computer.
- g. For security purposes, the system must be a centralized non-premise system that will keep all records secure and not require the need to be maintained at the facility. Describe your system and how your system will meet this requirement.
- h. System can set a maximum call length for calls made by inmates. In response, describe the range of time and increments that calls can be limited to.
- i. System can shut down all or subsets of inmate telephones (by floor, block or other grouping).

B. Fraud Management

- a. The proposed system must be able to detect potentially fraudulent telephone activity and at the County's discretion disconnect calls automatically. Describe the types of fraudulent telephone activity Vendor's system will detect and the method by which it is detected.
- b. The proposed system shall prevent the inmate from receiving a second dial tone, or "chain-dialing".
- c. The proposed system shall prevent extra digits dialed by the inmate after the party has accepted the call. Please describe process.
- d. The proposed system shall continue to play the brand recording at random intervals throughout the call.
- e. The proposed system shall guard against "hook-switch-dialing" and other fraudulent activities. Please describe.
- f. The inmate shall not communicate with the called party until the call has been accepted.
- g. The system shall detect the difference between an accepted call, an answering machine, busy signal, and other telephone activity. Please describe.
- h. The proposed system shall also have the ability to assign approved calling numbers according to a specific inmate.
- i. The proposed system shall permit the called party to block all future calls from a correctional facility.

C. Call Recordings

- a. The proposed system shall maintain all call recordings centrally, on disk storage, using RAID technology and not use tape drives for storage or call recordings.
- b. All call recordings for three (3) years shall be stored online and available through the online user interface.
- c. Facility personnel must be able to search call recordings by dialed number, date, time inmate account, or site ID.
- d. Facility personnel must be able to simultaneously live monitor conversations while the system is recording the conversations.
- e. Call recordings must be accessible by the County for a minimum of five years or the length of the contract, whichever is longer. Upon request, call recordings must be made available to the County at no charge for three years after contract expiration even if the Jail decides to use another inmate phone system provider.
- f. Recorded calls must be backed up and geographically disparate to minimize the risk of lost calls due to a catastrophic system failure. Please describe Vendor's system backup plan and system redundancy.

D. Investigative Features

- a. The proposed system shall have capability to remotely survey inmate calls and be able to transfer specific calls in progress to investigators.
- b. The system will need to be equipped with a remote conferencing feature and e-mail feature for those numbers that are under surveillance by the investigative unit. The feature will need to allow authorized personnel to monitor a call and receive e-mail notification from a designated remote location, while the call is in progress. The call will need to be automatically conferenced to a predetermined investigator's telephone number in listen mode only once the call is accepted by the called party in progress.
- c. The proposed system must allow for all calls remotely conferenced to investigators to be accepted by the investigator with a unique PIN.

E. Call Acceptance

- a. The proposed system shall provide an option for the called party to request rate of the call prior to acceptance.
- b. The proposed system shall include user prompts in English and Spanish.
- c. The called party must actively accept the call.
- d. The inmate cannot communicate nor hear the called party until the call has been accepted.
- e. Billing does not begin until the call is accepted.
- f. System allows the County to enable some telephone numbers to be called without any charge, i.e. to Public Defenders, at the County's discretion.

F. Reports

- a. The vendor shall supply a method to retrieve call detail reports to the County. The reports shall contain a variety of call information and be customizable to suit the County's needs.
- b. Vendor shall attach samples of their call detail and other standard reports.
- c. Vendor shall provide a secure access to all calling activity within the facility via the internet/web.

G. Lobby Deposit Kiosk for Inmate Telephone System Deposits

- a. Vendor must provide a lobby kiosk that allows friends and family to deposit funds *directly* into the inmate calling/PIN account or a phone number. Deposits will not go into inmate's trust account.
- b. Vendor must provide an intake/release kiosk that allows deposits to be put the inmate's books upon intake.
- c. Lobby kiosk must have a touch screen, a receipt printer, two (2) bill acceptors, and it must be built in a steel case to prevent vandalism.
- d. Lobby kiosk must be ADA compliant.

H. Calling Options

- a. Vendor must fully describe all available calling options.
- b. Describe all points-of-sale that will accept payments for all proposed services.
- c. All deposit methods, whether provided by the Vendor or a third party, must be thoroughly described.
- d. All associated fees (whether to the depositor or to the inmate) must be fully disclosed for all proposed deposit methods in Vendor's RFP response. No fees will be allowed to be charged once the contract is negotiated that are not already disclosed in Vendor's RFP response.
- e. Vendor should be responsible for all refunds related to the Inmate Telephone System.

I. Commission

- a. The system shall have the capability to inform the called party of the call cost prior to acceptance.
- b. The rates charged to users shall be the maximum tariffs as mandated by the State and Federal Regulations.
- c. Vendor billing to called parties must include the vendor information and a toll-free telephone number to resolve billing disputes.
- d. Billing charges shall begin at the time of the call acceptance when the calling party is connected to the called party and shall be terminated when either party hangs up. Incomplete calls such as network intercept recordings, busy signals, no answers, refusal of calls, answering machine pick-ups, etc. shall not be billed.
- e. Vendor shall include a detailed analysis as to how they determine commissionable revenue including examples of consumer deposits from all points-of-sale, the fees they pay, the dollar amount available for a call given the deposit, and the amount that the County is commissioned after the dollar amount has been used from an accepted call.

- f. Commission rates alone will not be the sole deciding factor for the basis of this award. The County will evaluate all competitive bids. Award will be made to the company that meets the overall need of the County.

J. Consumer Fees

The County believes in providing fair and affordable services to friends and family. The Vendor must disclose all possible consumer fees if the Vendor's proposal is selected. This includes Vendor fees and third-party fees. The County may reject proposals if all potential fees are not fully disclosed. This would include, but is not limited to, any and all deposit fees, transfer fees, refund fees, account maintenance fees, billing fees, paper bill fees, monthly access fees, etc.

Service and Support

A. Service and Maintenance

- a. Vendor shall provide a 24-hour, toll-free service number.
- b. Vendor shall address all major service outages within four (4) hours.
- c. Vendor shall provide service policies and procedures as an attachment to this proposal.
- d. Describe the maintenance and quality assurance programs for telephones to be installed.
- e. Describe the maintenance and quality assurance for the tablets and accessories i.e. tablet casing, docking charger etc.
- f. Detail the method of determining service interruptions and service call priorities. List response time for each priority and the level of expertise devoted to each priority.
- g. Provide a contact person who will be responsible for ongoing account management and support.

B. Training

- a. Vendor shall provide initial onsite training to the County staff in system administration, operation and reporting. Training thereafter can be remote or, if requested by the County, onsite.
- b. Describe the training program, include a description of topics covered and any applicable documents.

C. Installation

- a. The Vendor will provide inmate phone sets, an automated inmate call control system, visitation recording sets, remote system access and all other ancillary services requested in the system and insure they are working properly. This installation is to be completed within sixty (60) days after contract award.
- b. Vendor shall submit a complete and detailed schedule of the time frame required for installation including utility coordination, internet service provider installation, training, cut-over and testing. The service must be installed in a manner and under a timeframe designed to minimize disruption of normal function of the County.
- c. Any delay in the implementation of the Vendor's schedule that is caused by the

- County will increase the Vendor's time allowance to complete installation, but the Vendor must submit a complete and detailed schedule of additional time required.
- d. The risk of loss and/or damage will be assumed by the Vendor during shipment/travel, unloading and installation.
 - e. The Vendor must provide and install any and all network equipment (wireless access points, switches, etc.) and other network infrastructure to make end devices work.
 - f. The Vendor must provide an acceptable number of tablets and docking stations per inmate. As mutually agreed upon between the awarded Vendor and facility Administration.
 - g. The Vendor must provide their own dedicated Internet connection into the building for their systems.
 - h. The Vendor must provide and install all tablets, and accessories, tablet casings, phone service, cameras, monitors, video visitation, mail scanner and recording devices
 - i. The Vendor must be able to interface with our current system Southern Software Inc. Marc Sessoms 800-842-8190 ext. 142

Video Visitation Kiosk System

- a. The system must allow for onsite video visitation
- b. The system must allow for remote video visitation
- c. The system should have the ability to display inmate handbook
- d. The system should allow inmates to file Grievances and Forms
- e. The system must allow for PREA notifications and reporting
- f. The system should allow for online scheduling
- g. The system should be secure and built for the correctional environment
- h. The system should allow for recording and live monitoring of video visitation sessions.
- i. Vendor should detail any costs associated with the system
- j. The system must have facial recognition and automatically shut off if either party's eyes, nose or mouth is not directly facing the camera
- k. The Vendor must provide the Law Library

Inmate Messaging Solution

- a. The County is interested in implementing an inmate messaging solution that will allow inmates to easily send and receive messages from friends and family from a phone number that is assigned to the inmate. The Vendor should describe their ability to provide an inmate messaging solution to the County.
- b. Vendor should detail any associated costs with the system

Commission Offer

Commission rates alone will not be the sole deciding factor for the basis of this award. The County will evaluate all competitive bids. Award will be made to the company that meets the overall needs of the County. Please identify all call types that the county will receive a commission on, along with the proposed calling rates, in the following format:

Proposed Call Type: *Prepaid- Pin Debit*

Commission percentage to County: _____%

	First Minute (connect + per minute charge)	Subsequent Minutes
Local		
IntraLATA		
InterLATA		
InterState		

Proposed Call Type: *Prepaid- Collect Calling*

Commission percentage to County: _____%

	First Minute (connect + per minute charge)	Subsequent Minutes
Local		
IntraLATA		
InterLATA		
InterState		

If you receive a copy of this RFP please send a notice to jessi.soileau@monroetn.com. In the event that an addendum is sent out, this will assure you receive a copy.

LITIGATIONS (This section must be completed)

The prospective Inmate Communications System Vendor shall identify by name, docket number, and Court, all litigations to which the prospective Vendor has been a party from January 2005 to present.

NO _____

YES _____

Name of Case (include case or docket number): _____

Court in which case is filed: _____

Description of claims that are subject to any litigations: _____

Decision/Verdict of case if concluded: _____

VENDOR INFORMATION

Please print or type clearly. Complete each section entirely and verify for accuracy.

Company Name:		
Mailing Address:		
City:	State:	Zip Code:
Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Remit To Address (if different from above):		
City:	State:	Zip Code:
Accounts Receivable Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Number of years in business:		
Business License Number:	State:	

PROPOSER INFORMATION:

Name of Proposer: _____

(Typed or Printed: Firm, Corporation, Business or Individual)

Business Address: _____

Business has been in business under its present name since: _____

At this present time we understand all requirements and state that as a serious proposer we will comply with all the stipulations included in this package.

The above named proposer affirms and declares:

1. That the proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into.
2. That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
3. That the proposer is not in arrears to Monroe County upon debt or contract and not a defaulter, as surety or otherwise, upon any obligation to Monroe County.
4. That no officer or employee whose salary is payable in whole or in part from the County Treasury shall be or become interested, directly or indirectly, surety or otherwise in this proposal, in the performance of the Contract, in the supplies, materials, equipment and work or labor to which they relate, or in any portion of the profits thereof.

PROPOSER: _____

BY: _____

(Authorized Signature in Ink)

PRINTED NAME OF SIGNER: _____

TITLE OF SIGNER: _____

DATE SIGNED: _____

PHONE NUMBER OF SIGNER: _____

ALL VENDORS MUST SUBMIT A W-9 FORM WITH THEIR RFP RESPONSE