

Roane County is requesting proposals for the good(s) and/or service(s) listed below, subject to the terms and conditions of the Request for Proposal (RFP), the accompanying specifications, and the Roane County Purchasing Manual.

If this is a request for services, disregard any reference to product information.

At the appointed time proposals will be publicly opened in the office of the Roane County Purchasing Agent at the above address. Proposals arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

**Deliver Proposals To:**

ROANE COUNTY PURCHASING DEPARTMENT  
200 EAST RACE STREET, SUITE #3  
KINGSTON, TENNESSEE 37763

**Proposal Number: P2014-28/101**  
**INMATE TELEPHONE & VIDEO VISITATION SYSTEM**

**Open Date & Time: April 24, 2014 at 2:00 p.m. (Eastern Time Zone)**

The Proposal Envelope must show the Proposal Number, Name & Opening Date.

**PURCHASING CONTACT INFORMATION**

**Lynn Farnham, Purchasing Agent**  
**Phone: 865-376-4317**  
**Fax: 865-376-4318**  
**Email: lfarnham@roanegov.org**

**GENERAL TERMS & CONDITIONS**

1. Attached are instructions and conditions for submitting a proposal for Roane County Government. The objective of this proposal is to select suppliers in such a manner as to provide for open and free competition and comparability.

## **PROPOSAL PREPARATION & SUBMISSION**

1. All proposals shall be in accordance with the instructions to proposers and specifications included in this RFP. Specifications are intended to be open and non-restrictive.
2. The use of the name of a manufacturer, brand, model or make used in describing an item does not restrict the proposer to that manufacturer. Others will be considered if they meet or exceed the items specified. When an alternate manufacturer, brand, model or make will be proposal, five (5) days prior to the proposal the proposer must submit documents to the Purchasing Agent, for evaluation of the product. Roane County will determine if the item does meet or exceed the item as specified.
3. It shall be the sole responsibility of the proposer to make certain that all proposals in proper form are submitted to the Purchasing Department as described below.
4. All original forms must be signed by a person with authority to bind the proposal. The proposal must be sealed in an envelope that is labeled according to the directions stated below.
5. On the outside of the envelope/package mark the proposal as follows:
  - Vendor Name & Address
  - Proposal Number
  - Proposal Date & Time
6. The proposal must then be in a sealed envelope/package mailed or delivered to the following address:

Roane County Purchasing Department  
200 East Race Street, Suite #3  
Kingston, Tennessee 37763

**Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages; please mail accordingly.**

7. Sealed written proposals will be received at the time and place specified on the RFP. Postmark on the proposal by this date will not suffice. Proposal must be received on or before the date and time stated. Faxed proposal documents will not be accepted.

## **LATE RECEIPT OF THE PROPOSAL**

1. The proposal and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the proposer has no responsibility.
2. Proposals must be in the Purchasing Department prior to 2:00 p.m. on the appointed date. Time will be determined by the clock in the Roane County Purchasing Department and once Purchasing Agent/or their designee determines the time is 2:00 p.m., no other proposals will be accepted.

## **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

1. It is the responsibility of the proposer to review the entire RFP document and to notify the Purchasing Agent if the RFP is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.
2. Pursuant to TCA §12-4-126, questions regarding the specifications or proposal procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding

weekends and legal holidays designated in §15-1-101 unless the proposal opening is extended for a reasonable time as determined by the Purchasing Agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the RFP documents and to allow responders to resubmit their responses accordingly.

3. Any questions concerning this RFP are to be in writing either by fax or email to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

### **PROPOSAL OPENING & ACCEPTANCE OF PROPOSAL**

1. Proposal pricing will be read aloud at the discretion of the Purchasing Agent. Proposals will also be examined for compliance with specification and conditions outlined in the proposal document.
2. Consideration will be given to all proposals properly submitted. Proposals will receive appropriate confidentiality before awarding. Upon award, proposal documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the proposer will be bound to honor proposal as submitted.
3. The contract will be awarded in writing to the most responsive proposer whose proposal conforms best to the RFP will be most advantageous to Roane County. The evaluation of criteria, cost, and other factors will be taken into consideration. It is the intent of Roane County to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.
4. Roane County reserves the right to accept or reject any or all proposals and to waive informalities and minor irregularities in the proposals received. All proposers will be notified in writing of the proposal award generally within ten (10) days of proposal opening unless unforeseen circumstances arise or special conditions exist.

### **EVALUATION REVIEW**

1. Roane County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best-evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Roane County shall have sole responsibility for determining a reliable source. Roane County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Roane County.
2. Evaluation criteria will be determined on each RFP.

### **PROTEST PROCEDURE**

1. If a prospective vendor does not agree with the proposal award, they have the right to protest. Disputes arising from the award of this proposal must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of proposal award. The steps for dispute resolution may include:
  - A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
  - Information from the aforementioned meeting will be forwarded to the County Attorney for review.

- A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
- Purchases will not be allowed under this procurement until a final decision is rendered.
- In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

### **APPROPRIATION**

1. In the event no funds are appropriated by Roane County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

### **INSURANCE**

1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.

### **COMPLIANCE WITH ALL LAWS**

1. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

### **GOVERNING LAW**

1. This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

### **BUSINESS LICENSES**

1. Proposers are required to have a current business license at the time the proposals are submitted. Proposals from vendors without a current business license will be disqualified. If the proposer is an out of county vendor it is the proposer's responsibility to determine if a Roane County Business License is required.

### **INDEMNIFICATION/HOLD HARMLESS**

1. Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Board of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or

any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

## **VENDOR PERFORMANCE**

1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
2. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive proposal.

## **BREACH OF CONTRACT**

1. A party shall be deemed to have breached the contract if any of the following occurs:
  - Failure to provide products or services that conform to contract requirements.
  - Failure to maintain/submit any report required hereunder.
  - Failure to perform in full or in part any of the other conditions of the contract.
  - Violation of any warranty.

## **CONTRACT TERMINATION FOR CAUSE**

1. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contract to the next lowest proposer or proposing again.

## **CONTRACT TERMINATION FOR CONVENIENCE**

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

## **BOOKS AND RECORDS**

1. The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent delivering the services governed by this agreement.

## **INVOICES AND PAYMENTS**

1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Request for Proposal, whichever is later.
2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

## **NONDISCRIMINATION AND NON-CONFLICT STATEMENT**

1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
2. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

**RFP #R2014-22/118**

**VENDOR INFORMATION**  
**(Please fill out completely)**

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name \_\_\_\_\_
2. Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
3. Contact Person (Please Print) \_\_\_\_\_
4. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
5. Vendor's e-mail address \_\_\_\_\_
6. Authorizing Signature \_\_\_\_\_
7. Title of Person Signing Bid \_\_\_\_\_
8. I acknowledge the receipt of: (please write "yes" if you received one)  
Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_
9. Guaranteed delivery of \_\_\_\_\_ days after receipt of a signed Purchase Order
10. Please attach a copy of the manufacturer's warranty with your bid.
11. Please indicate below if discounts will be allowed for prompt payment or if there is not discount offered:  
\_\_\_\_\_ % Net 10 Days; \_\_\_\_\_ % Net 20 Days; \_\_\_\_\_ % Net 30 Days; \_\_\_\_\_ No Discount

**Cooperative Purchasing** - Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges, if applicable may be adjusted to reflect differences in delivery costs to other locations. Please indicate the approval of Cooperative Purchasing.

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

**SCHOOL CONTRACTS ONLY**

**Criminal History Records Check** – Do you agree to comply with Public Chapter 587 of 2007 which requires all contractors to facilitate a criminal history check, including fingerprinting, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or subcontractor personnel before permitting the employee or subcontractor personnel to have contact with students or enter school grounds?

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

**RFP #R2014-22/171**

**STATEMENT OF QUALIFICATION**

The following statements as to experience and general qualifications of the proposing firm as submitted in conjunction with the Request for Proposal as part thereof and truthfulness and accuracy of information is guaranteed by the proposing firm and included in the evaluation of the proposals.

Name & Address of Proposing Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

Fax Number \_\_\_\_\_

Number of years proposer has been in this business. \_\_\_\_\_

Proposing firm must have satisfactorily completed or currently maintained three (3) contracts of similar size in the last five (5) years.

Company \_\_\_\_\_

Contact Name \_\_\_\_\_

Telephone \_\_\_\_\_

Company \_\_\_\_\_

Contact Name \_\_\_\_\_

Telephone \_\_\_\_\_

Company \_\_\_\_\_

Contact Name \_\_\_\_\_

Telephone \_\_\_\_\_



**RFP #R2014-22/171**

**NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,  
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this proposal.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this proposal, the proposer certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Request for Proposal solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Request for Proposal and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

African American Owned  
 Caucasian Owned  
 Native American Owned  
 Other Owned

Asian Owned  
 Hispanic Owned  
 Woman Owned

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**BUSINESS TAX & LICENSE AFFIDAVIT**

The undersigned, ("Affiant"), states that he/she has legal authority to swear this on behalf of \_\_\_\_\_ ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, §5-14-108(l)* which provides that "no purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent".

Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in \_\_\_\_\_ County, Tennessee.

**AFFIANT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Witness: \_\_\_\_\_

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

## **INMATE TELEPHONES & VIDEO VISITATION SERVICES REQUEST FOR PROPOSAL**

**PURPOSE:** To establish specifications for inmate telephones and related services for the new Roane County Detention Center.

**POLICY:** It is the policy of Roane County Government to contract for inmate telephones and services for the new Roane County Detention Center.

**GENERAL SPECIFICATIONS:** The Roane County Purchasing Agent is requesting proposals for inmate telephones and services for the new Roane County Detention Center.

**INTENT:** Roane County intends to contract with a vendor in order to provide telephone services for inmates at the new Roane County Detention Center.

**SCOPE:** The contractor shall provide all labor, supervision, and materials required to install, operate, and maintain all telephone communications equipment necessary for the operation of required telephones at the specified locations at no charge to Roane County. All material for installation shall be brought in and the work conducted so as to be functional by the opening of the new Center on or before April 30, 2009. Coordination of the installation must be done through the county's construction management firm. The contractor shall be responsible for all aspects of the inmate telephone system such as acquisition, installation, operation, service, training, and maintenance. All telephone service related to the inmate telephones and related equipment must be provided at the contractor's own expense and Roane County shall incur no cost for any portion of the installation, service, training, or maintenance throughout the term of the agreement

**LENGTH OF CONTRACT:** The contractor acknowledges the term of this contract shall be five (5) years, from the opening of the new Center on or about June 1, 2014 through June 30, 2019. Prior to the end of each fiscal year ending June 30, the provided services shall be evaluated by the Roane County Sheriff's Department to determine if satisfactory performance is being provided. If the service is not satisfactory, Roane County reserves the right to terminate the contract within thirty (30) days. The five year contract shall be subject to approval by the Roane County Commission.

Roane County reserves the right at the prior to the end of the first five (5) year term to negotiate for an additional five (5) year term. This would be subject to approval by the Roane County Commission.

**RESULTING CONTRACT:** The contractor acknowledges Roane County can terminate this contract with cause with a written notice presented to the contractor with a minimum of a thirty (30) day notice. If the contractor fails to perform up to the conditions of the contract, in Roane County's judgment, Roane County will communicate the problem(s) to the contractor in written form. The contractor will have ten (10) days to rectify the problem(s). If the problem(s) are not corrected or reoccur, Roane County may immediately terminate the contract. The contractor will not be relieved of any obligation of payment of commissions earned up to the date of cancellation. The contractor may be in default by (but not limited to):

- Failure to pay commissions on time;
- Failure to provide preventive maintenance on the system;
- Failure to keep equipment repaired in a timely manner, within twenty-four (24) hours of notification;
- Charging telephone customers rates in excess of agreed upon rates or above allowable rates as set forth by the Tennessee Regulatory Authority;
- Other considerations preventing the proper operation of the inmate telephone services.

**NUMBER OF TELEPHONES:** This request for proposal shall cover the following telephones:

Inmate telephones at the Roane County Detention Center:

Work Release	2
Female Unit	4
Male Unit	4
Male Unit	4
Male Unit	4
Maximum Security	2
Booking & Intake	2*
TOTAL	22

\*One (1) inmate telephone in the Booking & Intake area shall be configured to allow a “free” local call for use by those inmates being booked or released and shall not require a “collect” call be made provided the call is local and does not require a long distance or toll charge. This telephone shall be configured to allow Detention Center staff to disable its use remotely from the booking desk.

The contractor acknowledges that after the initial installation the number of inmate telephones may be increased or decreased based on need. The contractor acknowledges that inmate telephones currently exist and are in use at the above specified locations.

**MINIMUM REQUIREMENTS OF INMATE TELEPHONES:** The contractor is to provide inmate telephones and related equipment at the specified locations as set forth in this proposal. The inmate telephone system shall only allow prepaid calls except for those telephone numbers designated by the Roane County Sheriff's Department. The system shall allow call blocking to prevent calling to the following:

- 911;
- 800, 888, 900, and other toll free numbers;
- 411 or other directory assistance numbers;
- Sheriff's Department numbers including both office and home telephone numbers of personnel;
- Direct dial long distance services;
- Other telephone numbers at the discretion of the Sheriff's Department.

The system shall allow call passing for free calls to the Public Defender, bail bondsmen, or other numbers at the discretion of the Sheriff's Department. The system shall have call timing to preset the maximum call length time. The system shall have fraud protection against hook switch calls, credit card calls, directory assistance calls, call forwarding, conference calls, etc. The system shall not be capable of receiving incoming calls. The system shall be of heavy-duty construction and have equipment designed for the correctional environment. Inmate telephones shall not expose screws, bolts, or other fasteners or any other material which can be removed without special security devices. Vendor shall submit detailed information as to the equipment offered.

**PIN OPERATION:** The proposed inmate telephone system shall have the capability to be a PIN based system using a “Prisoner Identification Number” (PIN) for telephone operation. The system shall be designed to operate with or without PINs on a per telephone basis. The PIN system shall have the ability to provide statistical reporting on calls made using the PINs. The contractor shall provide all necessary hardware and software, including any required computer workstations, to access, retrieve and print statistical information.

**RECORDING OF CALLS:** The inmate telephone system shall have the ability to record all telephone calls placed by inmates in the Roane County Detention Center. The recording system shall allow for recording, archival, and playback of telephone calls. The contractor shall provide all necessary hardware and software, including any required computer workstations, to access, retrieve, and playback recorded telephone calls.

**BOOKING AND INTAKE TELEPHONE:** The contractor shall provide, in addition to a prepaid or collect call inmate telephone, a “free” telephone to allow those inmates who are being booked or released to make a local telephone call free of charge. Long distance or toll calls shall not be allowed from this telephone. Detention Center personnel shall have the ability to enable or disable this telephone from the booking desk to limit inmate use.

**VIDEO VISITATION:** The contractor shall provide a Video Visitation system including all components, software, and hardware necessary for the system to function. Please include in your response detailed information as to the system offered.

#### Video Technical Requirements and Specifications

The following identifies the minimum requirements of the desired Video Visitation system:

1. Base your proposal on 15 fixed wall mounted units, and 1 Administrator Work Station for visit management and monitoring.
2. The System must be “State of the Art” technology and web based. The architecture shall be expandable to allow future growth.
3. The System must have the capability to perform real time recording and monitoring of all video visitations during a single session. Pricing should include option of storing recordings up to one year.
4. The System must have the capability to perform off site visitations to laptops, smart phones, etc without the use of third party entities.
5. Visitation Units must be constructed of high impact material including a steel lanyard and security grade handset.
6. The System units should include a 17” color monitor, secure touch surface with wave technology, be SIP compliant, contain a high resolution cameras with VGA capability and operate on low voltage DC power.
7. Please describe the type of internet connection that will need to be supplied by the County to effectively operate the Video System.
8. Describe and include the turnkey cost of the system, including but not limited to the system itself, the installation of the System, the conduit, the cabling, set up, training and annual maintenance fees and options.
  - A. Proposers are encouraged to include any brochures or company informational material that include pictures of product, technical specifications, features they feel provide ease of operation, benefits to county, etc.
  - B. Proposers must define service parameters; turnaround time and how outages and replacement parts will be handled.

**MAINTENANCE:** The contractor shall provide all maintenance and upkeep of the inmate telephone system and hardware. A twenty-four (24) hour response shall be required on all reported problems. The contractor shall provide a toll free telephone number to report system problems.

**DAMAGE TO EQUIPMENT:** Roane County shall not be liable for loss, damage, destruction, or misuse of any telephone equipment as set forth in this proposal.

**UPGRADES:** The contractor shall be solely responsible for required hardware and software upgrades to ensure proper operation of the inmate telephones for the period of the contract and any subsequent extensions. The system must allow Detention Center personnel the ability to access data from the phone system from any computer in the department.

**COMPUTER HARDWARE AND RELATED EQUIPMENT:** If requested, the contractor is to provide to the Roane County Detention Center, five (5) computer workstations and related hardware for use with the existing local area network for interface to the statistical and recording software of the inmate telephone system. The computer workstations and related hardware shall meet the following minimum specifications:

PROCESSOR:	Pentium CoreDuo 2, 2MB On-Board Cache
MEMORY:	1GB RAM
HARD DRIVE:	80GB SATA
CD/DVD:	52xCD+RW/DVD
MOUSE:	Microsoft Intellimouse
KEYBOARD:	Windows, Small Footprint
NETWORK CARD:	10/100/1000 Ethernet NIC
VIDEO CARD:	3D AGP 128 MB Graphics
SOUND CARD:	Multimedia Sound + Speakers
MONITOR:	19" LCD, XGA
CASE:	Small Footprint Desktop Case
SYSTEM:	Microsoft Windows XP Pro, 2 <sup>nd</sup> Edition
PRINTER:	HP LaserJet 1020, Q5911A
UPS:	Tripp Lite Onmi-Smart 1050, 1050VA
QUANTITY:	Five (5) each with above specifications

Installation of the computer hardware and related equipment shall be provided by the Roane County Sheriff's Department.

At the end of the five (5) year contract the above listed computer hardware shall become property of Roane County. If the contract is terminated prior to the five year contract ending date due to default by the inmate telephone system contractor by failure to perform as to the conditions of the contract as set forth by this proposal, the equipment shall also become property of Roane County.

**COMPLIANCE:** All installation shall meet applicable federal, state, or local codes. The contractor shall have and maintain insurance to cover general liability to provide the contracted services.

**BOND:** The contractor shall submit a \$25,000.00 performance bond at the time of contract signing. The bond will ensure the vendor will comply with all conditions and provisions contained in this proposal. The bond will be returned to the contractor within ninety (90) days after the date the system installation is complete, contingent upon satisfactory performance and compliance with the contract and proposal as determined by the Roane County Sheriff's Department and the Roane County Purchasing Agent. This requirement may be waived at the discretion of the Roane County Purchasing Agent.

**COMMISSIONS:** Commissions shall be paid monthly no later than sixty (60) days following the last day of the month in which calls generating the commission were made. All commissions shall be paid by check to Roane County and shall include a report detailing the following:

- Date of report and time period covered;
- Total billed revenue;
- Statement of accuracy signed by representative of contractor;

The contractor shall calculate commissions as a fixed percentage based upon the gross revenues for each inmate and public telephone. There shall be no deductions from the gross revenue for the purpose of calculating the commissions for Roane County. The contractor acknowledges that Roane County will bear no responsibility for fraudulent calls or theft of service. Fraudulent, stolen, or lost funds shall not be deducted from revenue paid to Roane County. The contractor acknowledges Roane County will bear no responsibility for

unbillable or uncollectible calls or such uncollectibles known as "bad debt". No revenue shall be deducted from commissions paid to Roane County for such calls. The contractor shall bear sole responsibility for such calls. The proposal shall have a detailed explanation as to how the commissions will be paid.

**REVENUE PROJECTIONS:** Each vendor shall submit a detailed explanation as to expected revenue to Roane County based upon an average daily population of one hundred, seventy (170) inmates in the Roane County Detention Center. Rates for local, intraLATA, interLATA, and interstate calls shall be noted.

**PROPOSAL INFORMATION:** Each vendor submitting a proposal shall include a synopsis of their company including, but not limited to, the following information:

- Company name, address, telephone number, & chief executive officer;
- Parent company name, address, telephone number, & chief executive officer;
- Contact person's name, address, & telephone number for purposes of this proposal;
- Company history, current status, & length of time in business;
- Qualifications & experience including ability to perform the requested services;
- Overview of telecommunications experience including inmate telephone services;
- Company financial statement showing income and earnings for the past five (5) years;
- Minimum of five (5) inmate telephone accounts currently operational in Tennessee or surrounding states including Center name, address, and contact person & telephone.

**DESCRIPTION OF SERVICES:** Vendors submitting proposals shall detail services to be provided as outlined in this Request for Proposal including technical specifications and equipment. Available options, including those noted in this proposal, shall be submitted along with any alternative proposals offered by prospective vendors.

**COMPETITIVE PROPOSALS:** Proposals shall be by sealed bid and will be opened as to avoid disclosure of contents until all negotiations with prospective vendors have been completed. Upon completion of award all proposals shall be open for public inspection.

Negotiations may be conducted with prospective vendors who submit proposals. All vendors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals shall be permitted for the purpose of obtaining the best proposal for the services requested herein. The Roane County Purchasing Agent 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 Roane County and the Roane County Sheriff's Department.

**DEMONSTRATIONS:** The Roane County Sheriff's Department shall reserve the right to require a thirty (30) day demonstration of services offered. Such demonstration shall be at no cost to Roane County and shall be for the purpose of evaluation of offered services.

**PROPOSALS:** Proposals shall be submitted in the form as set forth by the Roane County Purchasing Agent. Vendors shall submit all required forms to the Purchasing Office with proposal.