



INVITATION TO BID

Sealed bids will be received by the City of Foley at Foley City Hall, 407 East Laurel Avenue, Foley, Alabama 36535 **or** P.O. Box 1750, Foley, Alabama 36536 until 2:00 p.m., Thursday, March 9, 2023 for:

INMATE PHONE/VIDEO CALLING KIOSKS

Requisition No. PD-030923

at which time and place they will be publicly opened and read. Specifications may be obtained at Foley City Hall, 407 East Laurel Avenue, Foley, Alabama, 36535, by calling (251) 943-1545, or, the bid may be downloaded from the City's website at <http://www.cityoffoley.org>.

To be eligible for consideration, bids must be submitted on complete original bid forms found in the Invitation to Bid package. **The specifications and all executed bid forms must be submitted in a sealed envelope, clearly marked, identifying the bid and the date of the bid opening.** It shall be the sole responsibility of the bidder to assure receipt of the bid at the Foley City Hall prior to the published time for the bid opening.

The City of Foley reserves the right to accept or reject any or all bids and to waive technical errors if, in the City's judgment, the best interests of the City will thereby be promoted.

Logan Eberly
Purchasing Agent
City of Foley, Alabama

PART 1 - GENERAL INFORMATION

INTRODUCTION

The City of Foley is seeking bids from Alabama Public Service Commission qualified vendors of Inmate Calling Services (“ICS”) to provide inmate telephone & video equipment and related services at the Foley City Jail. No entity shall present itself as a provider of Inmate Calling Services (ICS) in the State of Alabama without proper authority and certification from the Alabama Public Service Commission. This Invitation to Bid (ITB) includes a detailed description of the facility requirements, and provides detailed instructions for submitting a compliant response. Any item not specifically mentioned but necessary for the delivery and operation of the proposed ICS system shall be included in any proposal submitted for consideration.

CONTACT INFORMATION

Any questions or communications pertaining to this ITB must be directed to the following individual:

Logan Eberly

City of Foley

407 E. Laurel Avenue

Foley, AL 36535

Email address: leberly@cityoffoley.org

Telephone: 251-970-1867

Vendors are strictly prohibited from contacting other City or facility personnel regarding the ITB at any time prior to issuance of Notice of Intent to Award. Such contact is grounds for disqualification of the vendor from further consideration. The current vendor’s contact is limited to that which is necessary to perform routine maintenance, repair and service under the existing contract.

BACKGROUND

It is the intent of these specifications to obtain proposals from qualified, experienced vendors capable of providing reliable Inmate Phone/Video Calling Services. All proposals should be based on the following Project Information:

Current ITS Vendor	NCIC Inmate Communications
End of Current Contract Term	December 2022
Desired Contract Term for Selected Vendor	3 Years

SITE INFORMATION

Facility Name(s)	Foley City Jail
Facility Address	200 East Section Avenue, Foley, AL 36535
Facility Capacity (beds)	55
Facility Average Daily Population	30
Currently Have	5 standard phones
Requested with the new contract	8 telephone/video calling kiosks

CALL HISTORY

Below is the call history for a 14 month period. This is provided as historical background data. The City cannot predict and will not guarantee future call volume.

	Interstate		IntraLATA		IntraState		Local		International		Total	
	Calls	Duration	Calls	Duration	Calls	Duration	Calls	Duration	Calls	Duration	Calls	Duration
November 2022	306	1835	325	1768	26	101	609	2544			1266	6248
October 2022	198	1099	253	924	74	335	806	3364			1331	5722
September 2022	134	718	443	2468	51	148	828	4153	1	5	1457	7492
August 2022	474	2284	472	1950	125	499	964	3763			2035	8496
July 2022	605	2735	751	3144	176	702	1198	4499	1	1	2731	11081
June 2022	583	2275	593	2623	182	682	1166	5340			2524	10920
May 2022	761	3111	347	1543	378	1760	1106	4688	4	21	2596	11123
April 2022	609	3474	354	1547	281	1266	1443	5705	1	5	2688	11997
March 2022	446	1618	686	2910	341	1495	1796	8501	14	91	3283	14615
February 2022	366	1847	822	4512	166	729	2025	10287			3379	17375
January 2022	325	1461	500	2896	258	935	2052	9094	1	4	3136	14390
December 2021	457	1681	414	1832	692	1676	2053	7669	2	8	3618	12866
November 2021	634	3929	429	1964	831	2146	1811	7046			3705	15085
October 2021	741	4450	422	1925	117	658	1106	4293			2386	11326
September 2021	212	1155	148	668	61	194	499	2031			920	4048

SCHEDULE OF EVENTS

The estimated schedule for the ITB is as follows:

ITB Release Date:	Wednesday, February 15, 2023
Deadline for Vendor Questions:	Thursday, March 2, 2023 at 5:00 p.m.
ITB Response Deadline:	Thursday, March 9, 2023 at 2:00 p.m.
Contract Award:	Within 60 days of ITB Response Deadline
Start Date of Awarded Contract:	90 Days following Contract Award or as mutually agreed.

DEFINITIONS

Throughout this ITB, the term “Vendor”, “ICS Provider” and “Proposer” refer to the provider of the phone/video kiosk equipment and services. The word “facility (or facilities)” will refer to the Foley City Jail. The System and services sought in this ITB will be referred to collectively as “the Inmate Calling System”, “System” or “ICS”.

PROPOSAL INQUIRIES

Vendor inquiries and requests for clarification must be submitted in writing by the date specified in the Schedule of Events provided herein. The City of Foley will provide written responses to vendors no later than three (3) business days prior to the ITB response due date. Each question should reference the relevant section of the ITB.

ITB COMPLIANCE, MANDATORY ITEMS

Failure to respond to any item in this ITB may be grounds for proposal rejection. A number of items in this ITB are listed as Mandatory Requirements. Only vendors whose proposals are fully compliant with these Mandatory items will be considered for contract award. Proposal language which takes exception to or indicates partial compliance to any Mandatory item will be deemed non-responsive and eliminated from further consideration.

DEVIATIONS FROM SPECIFICATIONS

It is not the intent of the specifications to be proprietary, nor to exclude any Inmate Calling Service (“ICS”) Vendor. Deviations from the specifications will be given consideration if they are considered to be suitable and acceptable for comparison. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required, but will not be construed as waiving any requirements of the specifications. Deviations discovered after receipt of the Proposal, not stated in your Proposal, shall be grounds for disqualification and nullification of the Proposal. It is the responsibility of the Vendor to prove that the deviation is equal to or better than the product/service specified.

A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, (5) incomplete, indefinite or ambiguous language in regards to Vendor’s commission package, (6) obvious lack of experience or expertise to perform the services, (7) falsification of any form or information required by the City, (8) failure to perform or meet financial obligations for previous contracts, or (9) not having valid and appropriate local, state or federal certifications and/or licenses necessary to perform the services at the time of submitting the proposal.

The City may conduct such investigations as it deems necessary to assist in the evaluation of any Proposal and to establish the fitness, responsibility, qualifications and financial ability of the Vendor and its proposed sub-contractors. The City reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Vendors. Failure to provide requested information may result in rejection of the Proposal.

EXCEPTIONS

While the specifications listed herein represent our preferences, they are not intended to be restrictive to potential Vendors. They are intended to serve as guidelines to features required for satisfactory performance. If your equipment is similar in function and operation, but your specifications do not completely coincide with the stated requirements, please list ALL exceptions with detailed explanations listing the specific conflicting ITB requirement(s). The Vendor must include a summary explaining all exceptions to specifications as **Vendor Exhibit A “Specifications Exceptions Summary”**.

PROPOSAL PRESENTATION COSTS

The City will not be liable in any way for any costs incurred by Vendors in the preparation of the proposals in response to this ITB nor for the presentation of their proposals and/or participation in any oral presentations.

REPRESENTATIONS

By submitting a Proposal, a Vendor represents that:

- a. Vendor has read and understands the Request for Proposal, and its Proposal is made in accordance therewith;
- b. Vendor is familiar with the scope of the project requirements;
- c. Vendor’s Proposal is based upon the services described in the ITB;
- d. Vendor has satisfied itself from its own investigation of the conditions to be met that it fully understands its obligation and that it will not make any claim for or have right to cancellation or relief from the Proposal because of any misunderstanding or lack of information.

NON-COLLUSION

The Vendor expressly warrants and certifies that neither the Vendor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion with any representative of the City or otherwise taken any action in restraint of free competitive bidding in conjunction with this Proposal.

FORMAT & DELIVERY OF PROPOSALS

Each Vendor must prepare a written response to this ITB and deliver it to the specified address by the date and time listed in the Schedule of Events. **Emailed copies of proposals will not be accepted.** Late delivered proposals will be rejected. Documents shall be prepared in accordance with the following:

- 1 original Technical and Cost Proposal (with ink signatures where required)
- 1 copy of any Confidential/Proprietary Information in a separate, sealed envelope
- 1 electronic copy of the Technical and Cost Proposal & Confidential/Proprietary Information on a USB

CONFIDENTIAL & PROPRIETARY INFORMATION

Information requested in the context of this ITB which may be deemed confidential is as follows:

- Contract information for contracts with private prison companies
- Litigation details which were sealed by court order
- Product details on as-yet unreleased proprietary features or products

All other materials requested are a matter of public record, including, but not limited to: City, County and State contracts, applicable state public service commission certificates and complaints (end user names and numbers should be redacted), Better Business Bureau Complaints (end user names and numbers should be redacted), and litigation summary information. Using the table below, provide a list of any information included with the proposal which is considered Confidential along with the State Statute reference which supports this designation.

Confidential Item Description	Statutory Reference or Court Order Supporting Confidential Designation

Any portion of the ITB response which is Confidential must be placed in a separate, sealed envelope marked accordingly. Each item in that envelope must be listed in the table above and must also be referenced in the section of the proposal to which it corresponds. *For example: If Section 3, Item 7.5 requires the vendor to provide a confidential item, the response to that item should specify as such.*

PREPARATION AND ORGANIZATION OF PROPOSALS

Proposals shall contain acknowledgement and response of each item in the ITB organized as specified below. Failure to address any item may be interpreted as non-compliance and cause for rejection. The appropriate response for each item is either “Acknowledged and agreed” or if the Vendor wishes to take exception or offer an alternative, the response should be shown as “Exception” followed by a thorough description of the exception. **IMPORTANT:** Exceptions to mandatory items may result in proposal rejection. Exceptions to non-mandatory items will be considered by the evaluation committee based on the best interest of the City. The City reserves the right to waive minor typographical errors or omissions in the response to any non-mandatory item.

In order to ensure fair and consistent evaluation, Vendor proposals must be organized into the following tabbed sections:

TECHNICAL PROPOSAL

- **Cover Letter** (Limit 1 pages)
This letter must be signed by a person who is authorized to bind the vendor to the enclosed proposal. The letter should contain contact information for any questions that the City may have regarding the proposal and should specify how many days the proposal will remain in effect, no less than 120 days.
- **Executive Summary** (Limit 2 pages)
The Executive Summary should highlight significant aspects of Vendor’s proposal to be considered. Do not reference any specific details about the financial offer (i.e. commissions or rates).
- **Acknowledgement of Addenda**
Complete Bidder’s Information and Addendum Acknowledgement form provided in Section 8. List and acknowledge each Addenda or Amendment received along with the date received. **IMPORTANT:** It is the responsibility of each Vendor to ensure that it has received all ITB materials and all Addenda issued pertaining to this solicitation before submitting a proposal.
- **SECTION 1 - COMPANY BACKGROUND & CAPABILITY**
This tab is to contain point-by-point responses to Section 2 of the ITB.
- **SECTION 2 - SPECIFICATIONS**
This tab is to contain point-by-point responses to Section 3 of the ITB.
- **SECTION 3 - CERTIFICATION, REGULATORY COMPLIANCE, COMPLAINT HISTORY**
This tab is to contain point-by-point responses to Section 4 of the ITB.
- **SECTION 4 - ADDITIONAL FEATURES, FUNCTIONS**
This tab is to contain a narrative description of any additional feature and functions offered as part of vendor’s proposal as requested in Section 5 of the ITB.
- **SECTION 5 - IMPLEMENTATION, TRAINING**
- **SECTION 6 - SUPPORT & MAINTENANCE**
- **SECTION 7 - REQUIRED FORMS**
This tab is to contain all required forms provided in Section 8 of the ITB.

- **EXHIBITS to Section 1**
 - Secretary of State Certificate(s)
 - Complete Client List
 - Litigation involving Vendor and/or Vendor's ITS Equipment provider
- **EXHIBITS to Section 2**
 - Voice Prompts
 - Sample Reports
 - Vendor Recording & Monitoring Policy
- **EXHIBITS to Section 3**
 - Complaint Summary
 - State Regulatory Certification(s)
 - FCC 214 Registration
 - Other materials required to respond to this section, if applicable
- **EXHIBITS to Section 4**
 - Supporting materials related to additional features and functions offered
- **EXHIBITS to Section 5**
 - Implementation Plan & Schedule
- **Supplemental Materials** - This Exhibit may be included at each Vendor's discretion and should contain any other supplemental information to be considered by the City.

COST PROPOSAL

- **SECTION 1 - BILLING PROCESS, METHODS & POLICIES**
This tab is to contain point-by-point responses to Cost Proposal, Section 1 of the ITB pertaining to the Vendor's Billing Process, Methods and Policies.
- **SECTION 2 - RATES, FEES & COMMISSIONS**
This tab is to contain point-by-point responses to Cost Proposal Section 2 of the ITB pertaining to Rates, Fees, surcharges, taxes & commissions.
- **COST PROPOSAL EXHIBITS**
 - Prepaid Account Statement Sample
 - Facility Commission Report Sample

CONFIDENTIAL ENVELOPE

This envelope is to contain any information which is confidential or proprietary. Vendors are cautioned to review the Confidential and Proprietary Information paragraph on page 5.

EVALUATION & BASIS OF AWARD

The City will review all responses to assure compliance with the specifications. Vendor may be excluded from further consideration for failure to comply with the specifications of the ITB. The evaluation process will be performed according to the following steps.

Step 1 - Determine Basic Compliance

- Proposal arrived in advance of deadline
- Proposal is packaged as specified
- Vendor complies with all Mandatory Items
- Proposal is complete and organized as specified
- Reject any proposal which does not comply with the above as Non-Responsive

Step 2 - Technical Proposal Review & Evaluation of Compliant Proposals

- Detailed review of Technical Proposal binder contents and proposed systems and services
- Detailed review of additional features and functions

Step 3 - Open, review and evaluate each Cost Proposal

- Review and compare vendor rates, surcharges and fees
- Review and compare vendor account policies and billing methodologies
- Review and compare vendor commission or compensation offer
 - Commission
 - Impact of fees, surcharges and practices on call volume and commission

Step 5 - Final Evaluation & Award

- Selection will be made from Technical Proposals, Cost Proposals and Short List Presentations to determine top vendor
- Issue Notice of Intent to Award
- Negotiate Contract with Awarded Vendor
- Issue Notice to Proceed to Selected Vendor

SECTION 1 - COMPANY BACKGROUND & CAPABILITY

A. VENDOR INFORMATION

All items in this section are mandatory.

1. Complete the following table:

Company Name	
Corporate Headquarters Address	
Number of years providing ITS Service under the current name	

2. Provide a copy of the Vendor’s home state Secretary of State Registration Certificate as well as the Certificate proving authority to conduct business in this state. Include these items in the Tab marked **Exhibits for Section 1**. Pending applications are not acceptable.

B. REFERENCES

1. **Mandatory:** The Vendor must provide a minimum of three reference accounts of similar size and scope.

SECTION 2 – SPECIFICATIONS

The following features will be required for the selected ICS system:

A. HARDWARE AND SOFTWARE

1. The Vendor shall furnish, install and maintain all hardware, software and internet connectivity necessary to provide eight (8) correctional grade, wall mounted, touchscreen telephone & video calling kiosks to the inmates utilizing the Vendor's ICS system to the Foley City Jail.
2. For each of the following components of the ICS system, Vendor shall provide the name of the company supplying the equipment and/or services:
 - Inmate Phone/ Video kiosk Manufacturer
 - Installation Services Provider
 - Bandwidth and/or Long Distance Provider
 - Back Room Operations, Facility Account Support
 - 24/7 On-going maintenance and repair Services
 - Billing and Collection Services (In what name will calls be branded and billed?)
 - Customer Support
3. The Vendor shall provide all hardware and software necessary to provide the ICS as requested in this ITB. These services include but are not limited to inmate telephone & video kiosks, wiring, connectors, jacks, network hardware, centralized ICS platform with call processing and recording and monitoring capability, and software systems for both Test and Live Environments. All equipment provided shall be industry standard, state-of-the-art, new and completely operational at cutover.
4. Discuss the system's reliability and adaptability.
5. The system must be expandable to accommodate future growth and change outs. Include the company's policy and procedure for expanding the existing system and how this is accomplished.
6. ICS System Long-Term Potential
 - a. The Vendor shall provide a full discussion of the proposed system's long-term viability to meet Facility growth.
 - b. The Vendor shall provide information explaining the system features which will help prevent early obsolescence of the proposed system.
 - c. The Vendor shall provide information explaining any features which will extend the proposed system's life expectancy in the marketplace.
7. The Vendor will be responsible for all equipment in the ICS system and its individual components for normal wear/use, inmate abuse, or natural disaster. The system or component replacement will be performed at no cost to the City and will occur in a timely manner upon notification to the Vendor of a system problem.
8. The ICS system Administrative Access should be available via a secure Web Interface. The Administrative Access must work real-time with the ICS system for monitoring and reporting.

9. The Vendor must describe in its response what component redundancy is provided to limit or virtually eliminate system downtime due to hardware component failure.
10. The system should allow authorized users to track, research and investigate visitation/call history from within the web-based platform, in addition, to digitally extracting any video recordings and data.

B. TELEPHONE & VIDEO CALLING KIOSK EQUIPMENT

1. Vendors ICS telephone & video calling equipment shall be powered by the telephone line and require no additional power source.
2. The ICS telephone & video calling equipment shall be industry standard, sturdy, vandal resistant, tamper-free, and suitable for a detention environment.
3. The Vendor shall provide telephone & video reception quality equal to the highest level quality offered to the general public when using the Public Telephone Network and shall meet telecommunication industry standards for service quality.
4. The Vendor shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to:
 - Provide telephone & video calling kiosks which are accessible to persons in wheelchairs at locations designated by the facility.
 - Provide telephone & video calling devices for the Deaf (TDD), the number of which will be determined by the demographics of the inmate population.
 - Provide the required number of telephone stations (8) with volume controls.

C. ICS SYSTEM

1. The ICS system shall be capable of providing all operational features and system requirements applicable to all calls & videos placed through the system, including local, long distance, and international calling.
2. All inmate phone or video calls will be processed by an “automated operator” and shall not allow access to a “live operator” at any time. The ICS system shall prohibit direct-dialed calls of any type. All calls will be outbound only, no inbound calling shall be allowed.
3. The ICS system shall limit the inmate to a single call attempt. The ICS system shall always require the inmate to disconnect and initiate another call.
4. Each call, having been identified as being placed through the Vendor's ICS system, shall be delivered to the called party as a collect call or purchased minutes in the phone system.
5. During the call set up process, the ICS system shall provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the Foley City Jail.
6. State how the inmate’s name is recorded in advance and played back to the called party. Also state the “window” of time programmed into the system if the inmate is allowed to state his/her name at the time of the call. If the PIN feature is used, can the name be recorded once and stored for use with all future calls placed using that PIN?
7. The ICS system must offer the called party an option to receive a rate quote during the call set-up process before the call is accepted. Explain how this is accomplished.

8. All phone and video calls including collect and purchased minutes in the phone system calls must be clearly announced by call type and identified as a call from an inmate to the called party. This recording must be heard by the Called Party, and be free of any charges. The Called Party must be given the option to accept or refuse all call types. Each call (whether collect or purchased minutes) shall include the following announcement: "This call will be recorded and may be monitored." (The only exception to this announcement requirement would be calls to verified attorneys or other counsel approved by the City and exempt from recording.)
9. The ICS system shall process calls on a selective bilingual basis: English and Spanish. However, the Vendor must agree to provide additional language options upon request of the City at no cost. The inmate must be able to select the preferred language by pressing a single key on the dial pad. Dialing instructions in both English and Spanish must be provided to the inmate by the ICS system.
10. Please provide a description of your proposed ICS system validation process. Please include whether the Vendor's validation is done real time or by batch and the length of time it takes for the call to be validated.
11. The Vendor shall subscribe to the Line Information Data Base (LIDB) for validation purposes. The Vendor shall query this database for each inmate call and not process calls to numbers that have Billed Number Screening (BNS), such as pay telephones. The Vendor must assume all costs for the validation of calls.
12. Please state your process for identifying a call placed to an alternative local telephone company (Competitive Local Exchange Carrier [CLEC], VOIP carrier, etc.) that may refuse to bill collect calls. State your process for completing those calls that would normally be blocked.
13. Please state your process for identifying a call placed to a wireless telephone that may refuse to bill collect calls. State your process for completing those calls that would normally be blocked. What is the Vendor's current percentage of called party numbers that are identified as wireless telephone numbers? **Note: Any special programs offered to complete these calls should be clearly detailed in the Cost Proposal, including the amount charged to the called party and whether or not such calls are commissionable.**
14. The following numbers should be automatically blocked in the ICS system: operator access (0 or 00) and directory service numbers, vertical service codes such as 311, 411, 911; specific NPA's such as 700, 976, 900; equal access and "dial-around" numbers such as 10XXX; and 800, 866, 877, and all other toll free numbers.
15. Number blocking/unblocking must be capable of being done in "real time" by the Facility through the Administrative Access.
16. The proposed system records all phone/video sessions by default, unless a session is a verified Attorney/Client visit.
17. Specific telephone numbers such as victims, witnesses, facility staff, judges, law enforcement personnel and other numbers requested by the Facility shall be blocked either at the Facility or by the Vendor.
18. Call acceptance by the called party shall be accomplished for all collect, debit, and pre-paid calls through caller positive acceptance by pressing a key on the dial pad. Voice acceptance **is not** an acceptable method for positive call acceptance. No call shall result in a call charge without positive acceptance by the called party.
19. The Inmate Calling Service system shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, pagers, operator intercepts, quick disconnects, no voice from called party, etc. The Vendor shall provide information on how the proposed ICS system will meet this requirement.

20. Explain, in detail, how the inmate places a call from off-hook to acceptance by the called party. State how long the process takes. Indicate the exact time billing to the end user begins and ends.
21. After the dialing sequence, the ICS system must allow the inmate to monitor call progress until the call is answered by the called party. The inmate shall not be allowed to communicate with the called party until the call is positively accepted by the called party.
22. The ICS system shall provide a voice prompt to the inmate which explains why a call was not completed. Please provide the voice prompts the system uses to inform the inmate of the call progress/call denial.
23. Provide a copy of voice prompts heard by the inmate and the called party for all call types. *Please provide voice prompts in Exhibits for Section 3.*
24. The system shall provide a voice message which instructs the call recipient on how to block future calls. Describe how this is accomplished, and provide the voice message heard by the called party. Include the procedure for removing the block. Is your blocking feature PIN specific or system wide?
25. The ICS system shall allow for adjustable call duration time limits and a voice message shall notify both parties one (1) minute prior to call termination.
26. The maximum allowed call length shall be programmable by inmate PIN, phone number dialed, housing unit and/or facility, and the ICS system as a whole. The ICS system shall have automatically-timed "turn on"/"turn off" features adjustable and programmable by Facility staff.
27. In the unlikely case of the loss of commercial power and the failure of the uninterrupted power supplies (UPS), the ICS system must automatically restrict or "shut off" all inmate telephones so that no inmate calls can be made until commercial power is restored and access is once again provided by facility staff.

D. DEBIT/PREPAID ACCOUNT

The City requests the Vendor be able to support both debit and prepaid call applications. The applications must include, but not be limited to, the following:

1. The ICS system must provide both debit and/or prepaid call service offerings.
2. The ICS system shall provide the inmate with the current balance of his or her debit and/or prepaid account at the time of the call.
3. The debit and prepaid call applications shall allow international calls. The Vendor shall provide a list of international countries where calls will be allowed and calling rates for each country in the Cost Proposal.
4. Upon an inmate's release, the Vendor shall have the ability to close a debit account and refund the balance to the inmate.
5. Debit and prepaid call options, including rates, fees, surcharges, terms and refund procedures must be included in Vendor's Intrastate and Interstate Tariffs.

E. REPORTING

1. The Vendor must provide reporting with querying methods and capabilities which provide maximum flexibility, with a user-friendly interface. Efficiency and accuracy are required at both central and remote sites. The Vendor must describe in its response the reporting capabilities of the ICS system including, without limitation, the ability of the system to access reports or a subset of reports to authorized personnel by password or other structured access and how this will be accomplished.

2. The ICS system shall provide an activity and user log-in report.
3. The ICS system shall provide Call Detail Reports for all calling activity.
4. The Call Detail Reports must include the following criteria and shall be capable of being sorted by any of these criteria:
 - Facility name
 - Called party number
 - Originating station
 - Off-hook date/time
 - Call begin date/time
 - Length of call
 - Type of call
 - Payment method (collect, prepaid or debit)
 - Other (Free Calls, Calls to Commissary, Officer Check-in, Attempts, etc.)
 - Call traffic type (local, intrastate IntraLATA, intrastate InterLATA, interstate InterLATA, or international)
 - Cost of call
 - PIN number
 - Termination code/reason for disconnect (incomplete, busy, refused, accepted, 3-way, etc.)
5. All reports shall be exportable as Excel or CSV file.
6. The ICS system shall be capable of providing specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available real time for monitoring purposes and be capable of being sorted by a specific date or range of dates:
 - Approved numbers by inmate name or identifying number
 - Calls by PIN or other identifying number
 - Specific date or range of dates
 - Calls by originating station
 - Frequently called numbers
 - Common numbers called (for all numbers called by more than one inmate)
 - 3-way calls
 - Hot numbers showing calls/attempts
7. The Billing reports must be available via the Facility's Administrative Access. These reports must include the following criteria and be capable of being sorted by a specific date or range of dates:
 - Amount charged per call
 - Gross billed revenue by call type
 - Called party/number report
 - Separate Facility totals and statistics
 - All Facility totals and statistics
 - Total calls by call type
 - Date/Time
 - Length of a call
8. The ICS Vendor shall also provide the capability to customize reports for Facility staff upon request. There will be no charge for customized reports.

9. Provide sample reports in the tab marked *Exhibits for Section 2*.

F. DATA STORAGE

1. The Facility staff shall have access to all call detail records via the Web Access and/or current City internet enabled computer. The Administrative Access shall provide the capability to export the call detail records to a file which may then be saved to a CD/DVD, portable disk drive, or any other local drive resource accessible by the Administrative Terminal or Web Access PC/Laptop.
2. The system should utilize redundant hard disk drive arrays for short and long term storage of Call Detail Records. All Call Detail Records shall be available for 28 months.
3. Describe how the ICS system safeguards the Call Detail Records.
4. Describe the location of Vendor's data center where call records and recordings are stored. Is the facility owned by Vendor or a public cloud type storage option? Provide the same information for any disaster recovery location and/or secondary data center.
5. For the proposed system, has Vendor ever lost a recording or call record? If so, provide details including name of facility, date, and contact information for the facility. The information requested is a matter of public record and cannot be classified as confidential or proprietary and may not be redacted.

G. SECURITY FEATURES

1. The Vendor will describe how multiple authorized personnel will have simultaneous access to the ICS system administrative features while maintaining adequate security to prevent unauthorized use and access. The Facility Administrator or his or her designee must be capable of programming security access levels for designated personnel.
2. For calls placed from the ICS system, the calling number identification (caller ID) must be blocked or masked with Vendor's customer service number.
3. The ICS system must be able to be shut down quickly and selectively through the Administrative Access. The Facility staff must also be able to shut down the ICS system by cut-off switches at several locations including, but not limited to:
 - Demarcation Site - all Facility telephones
 - At Central Control Center – all Facility and selected telephones
 - At Local Control Center - selected housing units – selected telephones
4. The ICS system shall be able to take an individual station out of service without affecting other stations or units.
5. The ICS system shall prevent inmate telephones from receiving any incoming calls from outside the Facility. The Vendor agrees that no inmate telephone shall be capable of receiving an incoming call, and the Vendor shall work with the local exchange carriers (LECs) to ensure such control.
6. The ICS system shall monitor the switch hook of the inmate telephones, and if the switch hook is depressed or the magnetic switch hook is activated at any time during a call, the call will be disconnected, or an internal dial tone should be activated to prevent chain dialing attempts.

7. Please describe how the Vendor ICS system detects 3-way calls, and explain why the proposed technology provides the best 3-way call detection. What options does the ICS system provide to address 3-way calls (i.e., terminate the calls, flag the calls, etc.)? The ICS system must play a message to the inmate and called party prior to terminating the call. Please provide this message.
8. **Mandatory Requirement:** Describe the process the Vendor ICS system 3-way call detection technology uses to mitigate the termination of “false positives”. “False positives” are defined as legitimate calls that may be detected as 3-way calls and wrongfully terminated.
9. **Mandatory Requirement:** List any State Public Service Commission/Public Utility Commission proceeding(s) where the Vendor’s ICS as primary contractor, the Vendor’s ICS as a subcontractor, or the Vendor’s subcontractors’ ICS 3-way call detection technology has been investigated for the wrongful termination of legitimate calls. Provide copies of any staff recommendations and any decision or resolution to any such investigation or proceeding.
10. **Mandatory Requirement:** If any Litigation or Class Action Lawsuits have been filed against the Vendor related to 3-way detection or disconnection methodologies; provide the style of the case, date filed, status or resolution, and summary of claim in the Litigation summary provided in the *Exhibits for Section 2*. The information requested is a matter of public record and cannot be classified as confidential or proprietary and may not be redacted unless the records were sealed by Court Order. If so, provide evidence of such court order.

H. PERSONAL IDENTIFICATION NUMBERS (PINs)

1. The ICS system shall have the capability to provide collect, debit and prepaid calling utilizing a PIN.
2. The ICS system shall have the capability to interface with the facility management software (Southern Software) so that the inmate PIN will be automatically transferred to the ICS system. If the facility selects the interface option, staff shall not be responsible for entering PIN numbers into the ICS system when new inmates are added. The ICS system shall be capable of receiving, storing and using Inmate ID numbers generated by the facility management software.
3. Once an inmate's PIN has been activated in the ICS system, the inmate shall be allowed to place calls.
4. The ICS system shall provide Personal Allowed Number (PAN) lists associated with each PIN. These PANs shall store a set quantity of allowed telephone numbers for each inmate. The Vendor shall indicate whether the proposed ICS system provides an audit log of PAN entries. (ex: time/date stamp, etc.)
5. The PIN numbers shall be stored in a manner that is accessible to authorized personnel, with the correct security level and password.
6. The ICS system must allow each PIN to have a "class of service" assigned. For example, each PIN shall have a maximum duration of each call, etc. The proposed system must provide call restrictions by PIN that provide the following restrictions at a minimum:
 - Inmates can be either approved or not approved to make phone calls by pre-approved numbers (PANs) by PIN.
 - The ICS system shall be capable of limiting the length of a call by PIN.
 - The ICS system shall allow a maximum number of calls per inmate, per month by PIN.
 - The ICS system shall provide calling restrictions by date, day of the week, and time of day.
 - The ICS system shall be capable of restricting inmate calls by station, housing unit, facility, and by the system as a whole.

7. Facility administrators shall have the ability to review and modify any privileges or restrictions pertaining to an inmate's calling privileges. Levels of administration should be password protected.
8. The ICS system should be able to identify if a PAN number appears on other inmates' PAN lists.
9. The ICS system shall include, at a minimum, an alert system for "hot numbers" that will detect attempted calls made to pre-determined numbers and attempted calls using pre-determined PINs.
10. The Vendor's ICS system shall indicate the date/time when an individual PIN entry was added to or modified in the ICS system. The ICS system shall also indicate the user who added or modified the PIN.

I. RECORDING AND MONITORING

1. Provide a copy of Vendor's Recording and Monitoring of Conversations Policy in ***Exhibits for Section 2.***
2. The ICS system shall provide full channel recording and monitoring of all inmate calls. The Facility shall have the capability to immediately play back any recorded call.
3. The ICS system shall provide the option to record calls from the visitation phones.
4. The ICS system shall prevent the recording of attorney-client calls. The Facility will provide the Vendor a list of all known attorneys' local numbers. Discuss how the system ensures that a call to an attorney is not recorded.
5. The ICS system shall provide for simultaneous playback of recorded calls and continuous recording of live conversations. It is required that the playback of any selected channel must be accomplished while continuing to record all input channels.
6. The Vendor shall provide remote Administrative Access via a secure Web interface to investigators for the ICS system at no cost to the City. The provision of remote Administrative Access shall allow investigators the same features and functionalities, permitted by the user's authorized level of access, available on an on-site Administrative Terminal.
7. The ICS system shall allow authorized Facility personnel to remotely access call recordings and monitor live conversations. The system shall allow multiple users to listen to the same conversation from multiple locations. Detail what measures exist to guarantee security and ensure denial of unauthorized use.
8. The ICS system shall be capable of showing real time call activity through the Administrative Access. This call activity shall at a minimum include Inmate PIN (if used), date of call, start time of call, stop time of call, originating station and called number.
9. The ICS system shall allow for the monitoring of calls on an as needed basis through the Administrative Access. Calls to be monitored can be selected by inmate PIN and/or the called number.
10. Vendor's ICS system must allow investigators to attach notes to call detail records associated with each recorded call. This information will be available for future investigations.
11. Describe the system's capability to provide alerts, which will alert investigators when a specific telephone number is called or when a specific inmate places a phone call. System must provide capability for multiple alerts to be emailed to investigators and for the call to be forwarded to multiple investigators' telephones and/or cell phones for real-time monitoring of the call in progress. A security PIN will be required for accessing the real-time call.

12. The ICS system shall provide the capability for investigators to download call recordings directly from the ICS system's user interface and to download call recordings directly from the system to a local drive or to a "flash drive," "thumb drive," or other removable storage device to allow for the emailing of the recording.
13. The ICS system shall provide the capability to copy recorded conversations to a compact disc or other removable storage device capable of being played in any CD player or Computer. The ICS system will be capable of producing unlimited copies of recorded conversations with no loss or degradation in audio quality and shall be capable of placing within the recording file a timestamp of when the conversation occurred. The Administrative Access provided by the Vendor shall be capable of playing both the original recording and the copy which was produced, to enable staff to verify that an accurate copy was produced.
14. The system should utilize redundant hard disk drive arrays for short and long term storage of the call recordings. All call recordings shall be stored on-line and immediately available for 28 months.
15. Describe how the ICS system safeguards the call recordings and where the call recordings are stored.

J. ADDITIVE ALTERNATE - VOICE BIOMETRIC TECHNOLOGY

1. The City requests that the Vendor provide an overview of the voice biometric technology, including detail on the enrollment process associated with the voice biometric solution. Vendor shall also indicate whether the voice biometric technology performs initial, intermittent verification and/or continuous verification of the inmate's voice. The feature must be an integrated part of the ICS and must offer related analysis tools and capabilities.
2. The Facility will not be a "beta test site" for unproven technology. Vendor must provide references of at least three (3) facilities that are currently using this technology, including the size of the facilities. Contact name, email and telephone number must be provided.
3. Please list any Voice Biometric Fee charged to the customer or impact to commissions in the ***Cost Proposal***.

SECTION 3 - COMPLIANCE WITH LAWS AND REGULATIONS

A. COMPLIANCE WITH LAWS

1. Federal, State, and Local Laws

Mandatory Requirement: The Vendor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the Vendor and its employees including, but not limited to, compliance with the EEO guidelines, the Americans with Disabilities Act, the Occupational Safety and Health Act of 1979, minimum wage guidelines, and all state unclaimed property laws.

2. State Law and Jurisdiction Clause

Mandatory Requirement: At the time of submittal of the Proposal under this solicitation, the proprietorship, partnership, or corporation must comply with the laws of Alabama, which require such person or entity to be authorized and/or licensed to do business in this state. The lack of a proper certification or authorization to provide the ICS solicited by this ITB will render the Vendor non-responsive and result in disqualification of the non-responsive vendor's proposal. Vendor agrees to subject itself to the jurisdiction and process of the courts of the State of Alabama as to all matters and disputes arising or to arise under the ICS Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State/County.

3. Taxes and Government Mandated Fees

Mandatory Requirement: In performing customer billing and collecting for prepaid services, Vendor is responsible to determine, apply, bill to, and collect from Customers the applicable federal, state or local sales, use, communications, Universal Service Fees (USFs), and other taxes and fees. Vendor shall be solely responsible for filing all returns for Taxes imposed on or with respect to Customer’s service billed and paying or remitting all such Taxes and other items and any applicable interest or penalties.

4. Vendor License and Certification Requirements

Mandatory Requirement: At the time of submittal of Proposal under this solicitation the Vendor shall have procured a certificate of authority to transact business and paid all charges and fees necessary and incidental to the lawful conduct of the provision of its business. Vendor shall keep fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the provision of ICS and shall comply with the same.

B. REGULATORY COMPLIANCE AND LITIGATION

1. **Mandatory Requirement:** Provide a copy of the Vendor’s State Public Service Commission certification. Indicate the date when the company began offering Inmate Calling Service in the state and the date the certification or registration was approved or accepted. Include this item in the **Exhibits to Section 3**.
2. **Mandatory Requirement:** Provide a copy of the Vendor’s FCC 214 Registration; include this item in the **Exhibits to Section 3**. Also provide the URL web address where the Interstate and International Terms and Conditions are posted on the internet for public access.
3. **Mandatory Requirement:** Provide a list with a detailed explanation of any formal proceedings or hearings in the past ten years where the Vendor is a named party. This list shall include all hearings (including complaint and contested certifications) involving the Vendor as a primary contractor or subcontractor, filed with or initiated by the FCC, State Office of the Attorney General and/or any Public Service Commission/Public Utility Commission in any state where the Vendor is conducting business. Upon request, the Vendor must produce non-redacted copies of the complaint or other document initiating the proceeding, the document inventory, transcripts of any hearings, all staff recommendations, for the City’s review. **If the complaint is ongoing, a letter must be submitted by Vendor’s legal counsel addressing the potential outcome of the complaint.** Formal proceedings are a matter of public record, cannot be classified as confidential or proprietary and may not be redacted.
4. **Mandatory Requirement:** Provide the following information about Vendor’s certification status and history nationwide:

Question	Yes or No	Provide State, Case Number, Date & Enclose a Copy of the Final Decision or Order
Has Vendor ever applied for regulatory certification and been denied operating authority?		
Has Vendor ever had its regulatory certification revoked or suspended?		
Has Vendor ever been barred from operating in a State for any length of time?		

Any supporting documents should be included in the Tab marked **Exhibits to Section 3**.

SECTION 4 - ADDITIONAL FEATURES, FUNCTIONS

1. The City may wish to implement additional services offered by the Provider.
2. Vendors may include supplemental information pertaining to additional features and optional services in the Tab marked *Exhibits for Section 4*.

SECTION 5 - IMPLEMENTATION, TRAINING

A. INSTALLATION

1. Site Evaluations: A site visit can be scheduled if necessary prior to offering a proposal on the project.
2. Provide a detailed implementation plan, including a projected timetable, for the ordering, testing, installation, site-testing and cutover of the proposed phone/video kiosk system & ICS system. Indicate if facility staff involvement is required and to what extent. The overall plan shall be designed to minimize downtime and disruption during peak inmate calling periods. Explain how and when the facility is notified of any delays. Include this item in *Exhibits for Section 5*.
3. Installation of all inmate telephone/video kiosks and ICS equipment shall be accomplished during hours approved by the Facility Administrator.
4. Describe Vendor's testing and acceptance plan and the procedures followed to ensure that the system is functioning properly prior to installation. Provide a list of all functions tested and the timetable associated with testing and acceptance.
5. As the system functionality testing is completed, the Vendor and Facility shall mutually agree upon the ICS cutover/start date. Describe any testing done after cutover of the system.
6. Provide the name and qualifications of the persons responsible for installation/cutover of the ICS system.
7. Vendor must have a successful track record of transitioning existing recordings from current vendor's ICS equipment to new Vendor's ICS equipment. It is understood that Vendor will need the cooperation of current vendor. Vendor must supply references where it has successfully moved recordings from one ICS platform to a new ICS platform.
8. Vendor is responsible for coordinating removal of the current ICS system with the Facility and the existing vendor. Explain how this is accomplished.
9. The Vendor agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
10. The City must be notified in writing of any use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the Facility. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this ICS Agreement by the successful Vendor becomes the property of the City upon termination and/or expiration of the ICS Agreement.
11. The Vendor agrees to obtain the City's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.
12. Vendor will provide a diagram of how the ICS system interfaces with the local exchange service and the phone emergency shutdown controls.

13. The Vendor shall install and maintain (according to manufacturer specifications) adequate uninterrupted power supplies (UPS) on all powered equipment used for the ICS system. The Vendor must replace all UPS equipment upon expiration of the manufacturer's life cycle of the installed equipment.
14. The successful Vendor must agree to install the quantity of inmate telephone/ video kiosks required by the Facility.
15. During the term of this ICS Agreement, the Vendor shall install any additional inmate telephones/video kiosks, recording and monitoring equipment at no cost to the City. This includes any expansion of the existing Facility.
16. Upon completion of initial installation and ongoing installations, Vendor must provide the Facility with a list of station IDs and cell block location of each unit. This should be documented on a site map and a wiring schematic.
17. The Vendor shall clean up and remove all debris and packaging material resulting from work performed.
18. The Vendor shall restore to original condition any damage to the City properties caused by installation personnel associated with the Vendor, including repairs to infrastructure, walls, ceilings, etc.
19. The Vendor agrees to install, repair and maintain all Vendor-provided equipment, lines, and cabling at no cost to the City during the term of the ICS Agreement.
20. All costs or losses due to vandalism shall be the responsibility of the Vendor.
21. The Vendor must indicate the physical size, space, and environmental requirements of any ICS system equipment to be installed at the site(s).
22. The Vendor must indicate any electrical and environmental requirements for the proposed ICS system equipment. This will include any requirement for a dedicated electrical circuit. Vendor will be responsible for any additional expense required to provide a dedicated circuit.

B. TRAINING

1. The Vendor shall provide training for the Facility staff at the Facility during installation. Additional training shall be provided to new staff assigned during the term of the ICS Agreement at no cost to the City. Specify how staff is instructed on the use of the ICS system and the amount of staff training provided.
2. Instruction manuals and online assistance shall be provided to Facility staff during initial and any ongoing training.
3. When requested by the Facility and at no cost to the City, informational pamphlets shall be available for inmates and inmate visitors to explain how calls are placed and how to open accounts with the Vendor to receive calls or videos.

C. TRANSITION / EXIT PLAN

1. Upon expiration, termination, or cancellation of the ICS Agreement, the Vendor shall cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the ICS Agreement to a vendor designated by the City. The Vendor shall provide and/or perform any or all of the responsibilities outlined below.
2. The Vendor acknowledges that all call records, call recordings, documentation, reports, data, etc., contained in the ICS system are the property of the City.

3. Upon request, all call detail records and stored call recordings shall be provided to the Facility by the Vendor within 90 days of termination of the ICS Agreement. The data will be provided in a non-proprietary industry-standard format at no cost to the City. The Vendor will work with the new vendor to make transition.
4. Commissions will be due and payable by the Vendor to the City at the compensation rate and payment terms provided in the ICS Agreement until the balance is paid in full for all collect, debit and/or prepaid calls handled by the Vendor during the ICS Agreement term.
5. Vendor is responsible for returning all unused account balances to the inmate. The Vendor is responsible for refunding all customer prepaid account balances.
6. All ICS system inside wiring shall become the property of the City at the conclusion of the ICS Agreement.
7. The Vendor agrees to remove its equipment at the conclusion of the ICS Agreement term in a manner that will allow the reuse of all wiring and facilitate a smooth transition.
8. The Vendor shall restore to original condition any damage to the facility property caused by the removal of Vendor's equipment.
9. If Vendor offered any external products or technology as an incentive (i.e. jail management software system or other); explain how and when ownership will transfer to the City. If there are to be any costs to the City for maintaining such incentive technologies following the end of contract, these must be disclosed in detail.

SECTION 6 - SUPPORT & MAINTENANCE

A. TECHNICAL SUPPORT CENTER

1. Facility personnel shall have access to Vendor's 24-hour Technical Support/Network Operations Center via a toll-free number. Please indicate if Technical Support Center staff are Vendor employees or subcontractor employees.
2. State the qualifications and years of experience of Technical Support Center staff and field technicians. (you may reference this item to page 11, Section 8 if previously addressed)
3. Vendors shall provide all repairs using Service Tickets that are opened, updated and closed by field technicians and Technical Support/Network Operations Center staff, providing the detail of the final resolution of said problem.

Service Tickets must distinguish the difference between a problem with the local telephone company, Long Distance Carrier, Phone Instrument or Call Processing Equipment.
4. Describe the procedure for authorized Facility personnel to open and track a Service Ticket to resolution. Service Tickets shall be updated according to the agreed upon schedule based on the service action level until resolution.

B. REMOTE DIAGNOSTICS

1. Describe in detail how the ICS system shall provide for continuous on-line supervision and remote diagnostics, as well as remote offline system access for advanced programming and diagnostics. Define the features and/or functions of the ICS system that can be diagnosed, controlled, and programmed remotely. Access to the built-in advanced diagnostics and program control shall be accessible remotely by the

Technical Support/Network Operations Center staff and shall provide failure reports, service history and other diagnostics.

2. When the ICS system detects a problem, a visual notification should immediately be displayed to Vendor's Technical Support/Network Operations Center staff.
3. Describe how the ICS system is polled and how often this occurs. Include the type of information gathered during polling.
4. Describe at what point and by what method the Vendor is notified that the ICS system or a specific phone or phones may be down.
5. Any problems with the ICS system shall be reported immediately by the Vendor to designated Facility personnel. Status updates shall be provided according to the agreed upon schedule based on the service action level until resolution.

C. SERVICE RESPONSE PROCEDURES

1. Explain in detail the Vendor's service response procedures, including the response time for minor and major service outages. Define "major and minor service outages." Describe how the facility is kept informed of progress.
2. Provide an escalation plan and timetable for resolution of complaints or problems at all levels that are not handled within normal response times. Identify the name, title, and telephone number of person(s) to be contacted above the person responsible for the account. State the procedure for notifying the next level.
3. The Vendor must provide the Facility with a complete list of contact numbers for the Vendor's Technical Support/Network Operations Center support team, technicians and management team. 24 hour, toll-free emergency telephone numbers must also be furnished.
4. Provide a contact person who will be responsible for ongoing account management and support.
5. Describe Vendor's normal maintenance procedures.
6. The Vendor shall provide the necessary parts, materials, labor, and transportation to maintain all inmate telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the ICS Agreement. No charge shall be made to the City for maintenance of the ICS system.
7. Provide a description of Vendor service quality assurance program. The Vendor will meet semi-annually with representatives of the City to provide a performance audit including a history of system performance, service requests, response times and Vendor corrective actions.
8. The Vendor will meet semi-annually with representatives of the City to review the adequacy and operation of the ICS system; and will, at no charge to the City, provide whatever system upgrades or enhancements that have become a part of the Vendor's ICS system through technological development subsequent to the installation of the system. Upgrades and/or enhancements must be certified in the Test Environment before providing to the Facility. Upgrades and/or enhancements must be approved by the Facility before being provided live.

SECTION 8 - REQUIRED FORMS

BIDDER'S INFORMATION:

RFP Number:	ITB # PD-030923
RFP Name:	INMATE PHONE & VIDEO CALLING KIOSKS

Company Name:	
Submitted By:	
Mailing Address:	
Telephone Number:	
E-Mail Address:	

Addendum Acknowledgement:

Bidder acknowledges receipt of the following addendums and has incorporated the requirements of such addendums into the bid. (List all addendums issued for this bid.)

No.	Date

No.	Date

No.	Date

No.	Date

No.	Date

No.	Date

COST PROPOSAL

Section 1 - Billing Process, Methods & Policies

A. VENDOR CONTROL OF BILLING

1. Provide a complete description of how call records are retrieved, rated, and processed for billing. Describe each step in the process and how the Vendor controls each phase of the billing process. Also indicate who is responsible for each step in the process (i.e., Vendor employees or third party companies) and the years of experience. Vendor must show that it has a viable method of billing all call traffic.

B. CALLS BILLED BY LOCAL TELEPHONE COMPANIES

1. How are collect calls billed (i.e., via a clearinghouse or Vendor direct billing and collection agreements with local telephone companies)? What percentage of revenue billed through local telephone companies is processed through a clearinghouse? What percentage of revenue billed through local telephone companies is processed through vendor-direct billing and collection agreements?
2. Provide copies of customer bills included with local telephone company bills showing Vendor name and contact information for customer inquiries and any additional charges added by the Vendor to the customer's bill. All such charges must be listed in the Vendor's Intrastate Tariff or rate schedule on file at the State PSC/PUC, identified herein, and or available for public review.
3. The Vendor shall be responsible to directly handle all inquiries and complaints from called parties. Describe how the Vendor answers inquiries from called parties. Include services available through Automated Phone Systems, website, and live Customer Service Representatives (CSRs).
4. Describe the process for customer service inquiries and hours of availability. Include average customer wait times to reach a CSR. Provide the location and native language of customer service representatives (i.e., located in the United States or outsourced offshore).
5. Describe customer complaint procedures. Vendor shall be responsible for handling all customer billing disputes. All complaints shall be resolved promptly and fairly. Please provide the average time to resolve customer complaints.
6. **Mandatory Requirement:** During the term of the contract the Vendor shall provide upon request copies of any complaints filed by called parties with the state Public Service Commission/Public Utilities Commission, Attorney General, or Better Business Bureau (BBB) concerning calls placed from this Facility. Failure to comply with this requirement may result in termination of contract for cause.
7. What is Vendor's "threshold" or limitation for collect calls billed through the local telephone company? Describe, in detail, policies and procedures to limit exposure to bad debt. Provide Vendor's percentage of realized bad debt.

8. **Mandatory Requirement:** Complete the following Table for all Collect Calls billed by a Local Phone Company:

Item	Question	LEC Billed Collect
A	Which vendor/carrier name is used to brand each Local Phone Company billed call?	
B	Which vendor/carrier name appears on the Local Phone Company bill page for each call?	
C	What number is listed for Local Phone Company billed collect call billing questions and which vendor/carrier answers that number?	
D	Is the company listed in A, B, and C different than the Vendor responding to this ITB? If these names differ in any way, explain why and describe the relationship between the two entities	

C. CALLS BILLED THROUGH VENDOR PREPAID COLLECT OR IN-HOUSE/DIRECT BILLED ACCOUNTS FOR CUSTOMERS WITH CLEC, VOIP OR WIRELESS NUMBERS

The Vendor must have a program (explained in its approved tariff) that will proactively attempt to set up prepaid collect or in-house accounts for individuals that use CLEC, VOIP, and wireless carriers that refuse to bill collect calls. The program must provide alternative billing arrangements that enable families to quickly open accounts and communicate with inmates.

Please provide a detailed history of Vendor in-house billing program(s) including, services offered, and applicable pages from Vendor’s approved tariff. Please indicate if services are provided by Vendor employees or subcontractors.

1. What type of in-house account options are offered customers?
 - a. Prepaid collect?
 - b. Direct billing for customers with satisfactory credit?
 - c. Other?
2. Please list any discounts provided to customers based on their account type. Outline Vendor history in providing discounts.
3. Describe in detail the steps to assist customers in setting up an in-house account including prepaid and procedures used to determine credit worthiness of direct billed customers. List steps performed by Vendor employees and steps performed by third party companies.
4. Please specify Vendor’s process for unblocking a phone number which was originally restricted for non-payment. Include the timeframe for posting the payment to the customer’s account and removing the restriction once the payment posts. Include any fees charged by the Vendor to unblock the number.
5. Does Vendor provide account statements to customers? If so, how are statements provided and how often? Include any fees charged by the Vendor for account statements.
6. Provide a sample of Vendor customer account statements showing call charges, discounts, taxes, applicable fees, and Vendor contact information for customer inquiries in the **Cost Proposal Exhibits Tab**.
7. Describe options for customers to check in-house account balances via the phone or Vendor’s website.
8. Describe the process for customer service inquires and hours of availability. Provide the location and native language of customer service representatives (i.e., located in the United States or outsourced offshore).

9. Describe customer complaint procedures. Vendor shall be responsible for handling all customer billing disputes. All complaints shall be resolved promptly and fairly. Please provide the average time to resolve customer complaints.
10. **Mandatory Requirement:** During the term of the contract the Vendor shall provide upon request copies of any complaints filed by called parties with the state Public Service Commission/Public Utilities Commission, Attorney General, or Better Business Bureau (BBB) concerning calls placed from this Facility. Failure to comply with this requirement may result in termination of contract for cause.
11. Describe the systems or programs used to reduce or prevent exposure to fraud with in-house accounts.
12. Please describe how Vendor notifies customers of account balances.
13. What resources does Vendor provide to assist Spanish speaking customers?
14. How and when are taxes and regulatory fees calculated and applied to inmate phone calls? Specify method for collect, prepaid collect and debit if there is any difference.
15. **Mandatory Requirement:** Complete the following Table for Prepaid Collect, Direct Billed and Debit:

Item	Question	Prepaid Collect	Direct Billed Collect	Inmate Debit Account
A	Which vendor/carrier name is used to brand each call?			
B	Which vendor/carrier name appears on the account statement for each call?			N/A
C	What number is listed on account statement for questions and which vendor/carrier answers that number?			N/A
D	Are the companies listed in A, B, and C different than the Vendor responding to this ITB? If these names differ in any way, explain why and describe the relationship between the two entities			

COST PROPOSAL
SECTION 2 - Rates, Fees & Commissions

A. CALL RATES/CONSUMER VALUE

1. The ICS rates, fees and surcharges charged to called parties shall not exceed the rates mandated by the FCC, State or the Facility for all services. To maximize customer value, the City desires fair, reasonable rates and legitimate fees that enable increased inmate contact with family and friends resulting in enhanced facility commission and security.
2. Provide a complete schedule for proposed call rates. If multiple rate and commission options are offered, complete a separate table for each option.

Type	Collect Calls			Prepaid Collect & Debit Calls		
	Per Call Charge	Per Minute Charge	Total Cost for 10 Minute Call	Per Call Charge	Per Minute Charge	Total Cost for 10 Minute Call
Local Calls						
Intrastate IntraLATA						
Intrastate InterLATA						
Interstate InterLATA						
International (Debit or Prepaid Only)						

Additional Technologies	
Charge / Fee Name	Amount
Remote (Off-Site) Video Visitation – Per Minute Rate	
Secure Inmate Messaging - Rates	
Remote Video Visitation and Inmate Messaging – Commission	
Inmate Communication System - Fees	
Charge / Fee Name	Amount
Live Operator Transaction Fee	
Automated Operator Transaction Fee	
Web Transaction Fee	

3. There shall be no charge for unanswered or not accepted calls. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.
4. Call timing must begin when the called party positively accepts the call. No “set up time” may be added to the call duration and call timing may not be based on any time-point earlier than acceptance. Vendor shall confirm their policy on call timing.
5. Vendor shall submit a request in writing to receive approval from the City for any rate increases and/or decreases for inmate telephone calls before new rates are implemented. The City will respond in writing to Vendor’s request within thirty (30) days. Should Vendor increase the calling rates without the express

written approval of the City such rate increase may be grounds for termination of the ICS Agreement, and Vendor must issue credits or refunds to all customers that are overcharged. Vendor shall implement any mutually agreed rate adjustments requested within thirty (30) days of said request, subject to regulatory approval.

6. How often are rates monitored for accuracy? Describe company procedure to monitor rates and ensure that calls are billed correctly.

B. CUSTOMER FEES/CONSUMER VALUE

1. **Mandatory Requirement:** Vendor shall list any and all charges and fees that are charged to the called party. Each charge/fee must be explicitly authorized by the appropriate agency (e.g. Public Service Commission/Public Utilities Commission) and contained in Vendor's Intrastate Tariff or rate schedule on file at the State PSC/PUC or available for public review on Vendor website and the Vendor's Interstate Tariff or rate schedule required by the FCC for public review on Vendor website. **To maximize consumer value, the City desires a Vendor that limits the number of fees charged customers.** The City reserves the right to prohibit multiple charges and fees such as validation surcharges, wireless administration fees, Universal Service Fund (USF) administrative fees, regulatory compliance fees, State and Federal Regulatory Cost Recovery Fees, and any other fees not pre-approved by the City. The Vendor must provide complete cost justification for any fee proposed. Absent specific cost justification, the fee will be considered an excess charge to the customer and will be prohibited. If the Vendor is found charging non-approved fees, the ICS Agreement may be terminated. (Complete Fee Tables below)

2. **Mandatory Requirement:** The City understands the Vendor may utilize in-house payment processing or third party payment processors (such as Western Union, MoneyGram®, Website and Phone Payment Processors) that charge a fee to provide payment processing options for customers opening in-house accounts. **To maximize consumer value, the City desires that these fees be as low as possible to the customer.** List all payment processing fees in the chart provided in the attachment listed below.

For each fee listed the Vendor must include any in-house payment processing profit margin or revenue share provided to Vendor by the third party payment processor. The City is aware that these agreements may be confidential. This does not exempt Vendors from disclosing this information and failure to disclose this information shall disqualify vendor. Any such information that is confidential in nature must be marked accordingly. All fees must be approved by the City. If the Vendor receives any profit or revenue share from an approved fee, these revenues must be included in gross revenue when calculating commissions. Each such fee must be included in Vendor's intrastate tariff or rate schedule available for public review and in the Vendor's interstate tariff (Rates, Terms and Conditions Schedule) required by the FCC for public review. (Complete Fee Tables below)

3. Describe Vendor policy on maintaining customer account balances. Does Vendor charge customers a monthly account maintenance fee? Do customer account balances get absorbed or expire after a set period of time? If so, state time period.
4. Describe Vendor policy on refunding unused customer account balances. Include any fee charged for refunds and time to receive refund.

CUSTOMER FEE TABLE

Mandatory: Enter all information requested below for fees and charges applicable to the inmate phone service proposed.

Fee Description	Total Fee to Customer	Per Month, Call or Minute	Regulated* Y/N
Account Maintenance Fee			
Additive Alternate - Biometric or Voice Verification Fee			
Billing Cost Recovery Fee			
Bill Processing Fee			
Bill Statement Fee			
Carrier Cost Recovery Fee			
Customer Statement/Invoice Fee			
Federal Regulatory Recovery Fee			
Network Infrastructure Fee			
Public Telephone Surcharge			
Refund Charge			
Regulatory Assessment Fee			
Regulatory & Carrier Cost Recovery Fee for Collect Calls			
Regulatory & Carrier Cost Recovery Fee for Prepaid & Debit Calls			
Regulatory Cost Recovery Fee			
State Regulatory Recovery Fee			
USF Administrative Fee			
Validation Surcharge			
Wireless Administrative Fee			
Inactive Account Administration Fee			
Other			
Other			
Vendor and/or Third Party Fees for Prepaid Accounts			
Account Set Up Fee			
Account Replenish Fee			
Add money to a prepaid account Via Automated Telephone	\$25 payment \$50 payment		
Add money to a prepaid account Via Live Agent Telephone	\$25 payment \$50 payment		
Add money to a prepaid account Via website	\$25 payment \$50 payment		
Add money to a prepaid account Via Western Union	WU Fee Additional Vendor Fee		
Add money to prepaid account Via MoneyGram	MG Fee Additional Vendor Fee		
Add money to a prepaid account via Money Order			
Add money to a prepaid account via personal check			
Pay for a single call using a credit card (without setting up an account) List total amount charged to the customer including fee and call cost if applicable.			
Pay for a single call as premium text message to cell phone (without setting up an account) List total amount charged to the customer including fee and call cost if applicable.			
Other			
Other			

**Regulated = any fee that is set and/or required by State or Federal Regulatory Authority and passed through without markup.*

Timeframe for expiration of prepaid funds _____

**PREPAID COLLECT and/or DIRECT BILLED CUSTOMER ACCOUNT SET-UP,
PAYMENT OPTIONS AND PAYMENT PROCESSING FEES TABLE**

Complete all grey shaded areas

Payment Processing Fees Charged to Customers

Enter the fee charged for each item, if fees vary by payment method (i.e. cash, credit card, etc.) please note difference. Attach additional information if necessary to provide a complete answer.

Fees Charged to Customers: (show amount of each fee)	Payment Mailed to Vendor	Automated Phone System	Website	Customer Service Rep	Western Union	Money Gram	Cash at Lobby Kiosk
\$25 Payment	\$	\$	\$	\$	\$	\$	\$
\$50 Payment	\$	\$	\$	\$	\$	\$	\$
Are Fees Shown Above Charged by Company or Third Party?							
Portion of third party fee which is shared with Company, If any							
Do the above reflect all charges assessed to the called party? If not, detail any other charges.							

SAMPLE PREPAID ACCOUNT

An inmate’s mother establishes a prepaid account in order to accept phone calls from her son. Over the course of a month, she makes 4 deposits of \$25 each using a credit card via your **automated phone system**. Her phone number is a cell phone which is local to the jail. Complete the following charts based on your fees:

	(A)	(B)	(C)	A-(B+C)
	Deposits	Payment Processing Fees Deducted from Deposit	Taxes and Regulatory Fees Deducted from Deposit	Net Deposit Remaining
	\$25.00			
	\$25.00			
	\$25.00			
	\$25.00			
Total----->	\$100.00			

Total Monthly <i>Recurring</i> Charges Deducted from the Account	
Net Amount Remaining for Calls	

Assuming that a local call is \$2.00, answer the following questions (*Note, this is just for purposes of calculating this chart and not an indication of a rate preferred by the City.*)

(A)	(B)	(C)	A+B+C
Cost of an Example Local Call	Vendor-Imposed Fees Added to the Call	Taxes and Regulatory Fees Added to the Call	Total Cost of Call
\$2.00			

<p align="center">How Many Calls Can the Inmate’s Mother Accept Over the Course of the Month? <i>(Calculate by Dividing Total Net Amount Remaining for calls by the Total Cost of a Call as shown above)</i></p>	
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C. FACILITY COMMISSION/OPTIONS/TOTAL COMPENSATION VALUE

1. The commission offered by the Vendor shall be based on Total Gross Billable Local, Interstate, IntraLATA, InterLATA Intrastate and International calls, with NO DEDUCTIONS for uncollectible calls, bad debt or fraud.
2. Specify the company's policy on payment of commissions. Define terminology used.
3. Commission payments shall be accompanied by a Facility Commission Statement which shall include the following information by call type:
 - Date of report
 - Time period covered
 - Originating Station
 - Total billed revenue (local, Interstate, intrastate IntraLATA, intrastate InterLATA, and international calls)
 - Total number of calls
 - Total number of minutes

Vendor shall indicate compliance with this requirement and provide a sample Facility Commission Summary Report in the **Cost Proposal Exhibits Tab**.

4. Commission payments due to the City shall be paid monthly, with the commission check paid by the end of the month following the month the calls are billed.
5. Failure to pay accurate commissions based on gross billable revenue on a regular, monthly basis shall be grounds for the City to cancel, without penalty, the ICS Agreement executed pursuant to this ITB.
6. **Mandatory Requirement:** Vendor shall provide a complete list of all audits (past or pending) for underpayment of commissions. Provide the name(s) of the Facility(ies) and contact information. Detail the status and outcome of each audit.
7. **Mandatory Requirement:** Vendor shall provide a complete list of each time that a client/facility notified the Vendor of a suspected commission underpayment, and the outcome of the investigation. The client/facility name, date of inquiry and resolution detail shall be provided for each such instance. Vendors may limit responses to the past five years. Also detail any "special terms" related to repayment of the underpaid amount. For example, was the Customer required to extend the contract in order to obtain the underpaid amount? Was the repayment spread out over an extended time period? Etc.

Commission payments to public entities, and any investigations regarding commission payments, are a matter of public record and cannot be classified as confidential or proprietary and may not be redacted.

8. Right to Audit – The City reserves the right to:
 - a. Audit revenue collection procedures and commission computations
 - b. Terminate the ICS Agreement for refusal by the Vendor to allow reasonable access to all documents, reports, or other materials originated or received by the Vendor in conjunction with revenue collection and commission computation.
 - c. Terminate the ICS Agreement if repeated inaccuracies in either procedures or computations are confirmed.
9. What types of reports are available to the City to facilitate the audit of commission payments?
10. The vendor shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.

11. What is the Commission percentage Vendor will pay the City? Specify the commission offer for each rate option offered above. NOTE: A single commission percentage offer is required for each rate option. In other words, vendor must offer a commission rate which applies to all call revenue regardless of call destination and regardless of payment type. As indicated in item 2 above, gross revenue commissions are to be paid on local, Interstate, IntraLATA, InterLATA and international calls.

Rate Option	Intrastate and International Commission Offered
	%
	%
	%
	%
	%
	%

- 12. List any added value options that will increase compensation value.
- 13. List and explain any additional services offered beyond the scope of the technical requirements that could affect commission payments.

D. PROCEDURES, PROGRAMS AND POLICIES TO MAXIMIZE REVENUE

- 1. Describe in detail Vendor’s procedures to limit exposure to unbillable calls and maximize billable revenue.
- 2. Describe Vendor programs to maximize prepaid account calls & revenue.
- 3. Explain any Vendor policies to insure that call revenues to the City are maximized.

