



Request for Proposal
Inmate Telephone Service

Etowah County Commission
RFP No.: FY 2015-2016-4

Release Date:

February 22, 2016

Proposal Due Date:

April 15, 2016

Refer ALL Inquiries to:

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1. INTRODUCTION

1.1. Request for Proposal

- 1.1.1. The Etowah County Commission (“County”) invites responses to this Request for Proposal (RFP) from qualified, experienced Vendors who can provide reliable, cost effective inmate telephone service which meets the requirements described in this RFP at the following Facility:

Etowah County Detention Center
827 Forrest Ave.
Gadsden, AL 35901

- 1.1.2. Details about the Facility can be found in [Appendix A – Facility Specifications](#). The County is seeking an experienced Vendor to provide, install and maintain a turn-key inmate telephone system at the Facility. Vendor shall provide telephone services to the inmates utilizing an inmate telephone system (ITS) in accordance with the requirements and provisions set forth in this RFP and to the Facility listed in [Appendix A – Facility Specifications](#).
- 1.1.3. The County may engage third party consultants both in the process of this procurement and in the management of the day-to-day operations of the inmate telephone Vendor. If a consultant or agent (“Designated Agent”) is engaged, Vendor will cooperate with the Designated Agent as directed by the County, including following instructions found in this RFP, and if awarded, the operation of the ITS. Throughout this RFP, the County shall be deemed to include both the County and the County Designated Agent or consultant, if any.

2. PROPOSAL INSTRUCTIONS, FORMAT, CONTENT AND SUBMISSION

2.1. Schedule of Events

- 2.1.1. The following is the County’s best estimate of the schedule of events (“Schedule of Events”). The County reserves the right to revise the Schedule of Events. Unless otherwise specified, the times provided are Central Standard Time (CST).
- 2.1.2. Proposals must be received no later than 5:00 p.m. CST on April 15th, 2016 (“Proposal Due Date”) at the location specified in [Section 2.6 – Questions or Comments](#).

Table 1 -Schedule of Events

Event	Date
Release of the RFP	February 22, 2016
Deadline for Site Evaluation Registration Forms	February 29, 2016
Mandatory Site Evaluation	March 9, 2016 @ 1 p.m. CST
Deadline for Written Questions from Vendors	March 16, 2016
Dissemination of Answers to Written Questions	March 30, 2016
Proposal Due Date	April 15, 2016

2.2. General Format

- 2.2.1. Vendor must completely respond to all requests for information and forms contained in this RFP to be considered for award. Brochures and advertisements will be considered an incomplete reply to requests for information. Vendor is solely responsible for the accuracy and completeness of its proposal. Proposals considered incomplete by the County may be rejected without notification.
- 2.2.2. Emphasis should be on completeness and clarity of content. Proposals should provide a straightforward, concise description of Vendor’s ability to satisfy the requirements of this RFP.

2.3. Format Requirements

- 2.3.1. The original RFP text, as well as any appendices, amendments, addenda or other correspondence related to this RFP may not be manually, electronically or otherwise altered by Vendor. Any Vendors’ proposal containing altered, deleted or additional non-original RFP text may be disqualified.
- 2.3.2. Proposals shall include the original RFP language and shall be prepared on standard 8 1/2" x 11" paper with a 12 point font with each page numbered.
- 2.3.3. Vendor’s proposal shall contain the items listed in **Table 2 - Proposal Order and Length Requirements** and conform to the page limits specified. Each piece of paper, printed on both sides, counts as two (2) pages. For example, the Technical Volume page limit is one hundred and fifty (150) pages, but will be seventy-five (75) individual sheets of paper in print form.
- 2.3.3.1. Vendor may separate items, sections, appendices and attachments by tabs if desired. Cover sheets or tabs are not counted but are limited to one (1) page.
- 2.3.4. If page limits are exceeded in any section, the County reserves the right to deem extraneous pages as non-compliant and those pages will not be evaluated.

- 2.3.5. Photographs, graphics, tables and other visual aids included as part of Vendor’s response are counted against the maximum page limit.

Table 2 - Proposal Order and Length Requirements

Item	Maximum Page Limit
Cover Letter	1
Table of Contents	3
Executive Summary	4
Vendor Response to Sections 1-8 of the RFP, including all subsections and numbered items	120
Appendix A – Facility Specifications	2
Appendix B – Calling Rates and Compensation	7
Appendix D – Exceptions	No page limit
Appendix E – Receipt of Addenda	1
Appendix F – Preferred Resume Format	2 per Resume
Attachment 1: Vendor Documentation, State Business Registrations/Licenses, FCC/PSC Documents, Telecommunication Service Tariff	No page limit
Attachment 2: Vendor Financial Statements, including Dun & Bradstreet Reports	No page limit
Attachment 3: Implementation Plan	5
Attachment 4: Disaster Recovery Plan	5
Attachment 5: Problem Escalation Matrix	2
Attachment 6: Maintenance Policies	10
Attachment 7: System Report Examples and File Samples	10
Attachment 8: Equipment Specification Sheets	10
Attachment 9: Sample Training Plan and User Documentation	10
Attachment 10: Additional Technology Documentation	25
Attachment 11: Other Vendor Brochures/Documents	5

- 2.3.6. The Cover Letter shall be printed on Vendor letterhead and signed by a company officer with the authority to bid and contract with the County.
- 2.3.7. The Executive Summary shall be a concise summation of the Vendor’s experience and qualifications and the proposed ITS solution presented in this RFP. The County requirements that are addressed only in the Executive Summary and not included the applicable sections will be considered non-compliant.
- 2.3.8. If Vendor is in full compliance with the section or numbered item, Vendor’s response shall be, “Read, agree and will comply.” Otherwise, Vendor’s response shall be, “Read and do not comply” and considered an exception (“Exception”). Exceptions to any section or numbered item must be addressed and listed in [Appendix D – Exceptions](#). The exceptions form must be submitted with Vendor’s proposal.
- 2.3.9. Several sections and numbered items require additional explanation and should include specific concise responses that fully address the question/information requested in that section. Include only those exhibits and/or visual aids that are clearly relevant to the specific section and numbered item.
- 2.3.10. The Appendices ([Appendix A – Facility Specifications](#) through [Appendix F – Preferred Resume Format](#)) shall be included in Vendor’s proposal and the original language shall be included.

- 2.3.11. All information contained in Vendor's proposal must be relevant to a section or numbered item of this RFP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.
- 2.3.12. Vendor may include a complete client list or general vendor information in the final **Attachment 11: Other Vendor Brochures/Documents** but must adhere to the page limit.
- 2.3.13. Failure to follow the instructions in this RFP may, at the County's sole discretion, result in the rejection of Vendor's proposal.
- 2.3.14. All costs and expenses relating to the preparation and submission of Vendor's proposal shall be the responsibility of Vendor.

2.4. Submission of Proposal

- 2.4.1. Deliver six (6) paper copies (1 original and 5 copies) and an electronic version on CD, DVD or USB Flash Drive of the proposal on or before the Proposal Due Date. Proposals must be directed to the RFP contact specified in [Section 2.6 – Questions or Comments](#).
- 2.4.2. The electronic file must be in a searchable format, either Microsoft Word or PDF. Non-searchable documents will be considered non-compliant. Vendor is responsible for ensuring the electronic version and the chosen media are free from any viruses, malware or malicious code. Compromised electronic versions will be considered non-compliant. The electronic version of the proposal, inclusive of all attachments, must follow the order found in **Table 2 - Proposal Order and Length Requirements**.
- 2.4.3. The outside of the proposal must be labeled **INMATE TELEPHONE PROPOSAL**, and include the RFP number.
- 2.4.4. The rejection of untimely proposals will be at the sole discretion of the County. If rejected, the proposal will be returned to the Vendor unopened.
- 2.4.5. Vendor is responsible for late deliveries or mail delays. Postmarking by the Proposal Due Date shall not substitute for the actual proposal receipt.
- 2.4.6. Vendor may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. The County will not accept any modifications to Vendor's proposal after the Proposal Due Date except in connection with a requested Best and Final Offer (BAFO) or clarification(s).
- 2.4.7. Vendor may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date.
- 2.4.8. Vendor is responsible for all errors or omissions contained in its proposal.

2.5. Mandatory Site Evaluation

- 2.5.1. The County requires Vendor attend the site evaluation on the date and time specified in the Schedule of Events. Vendors shall meet in the lobby of the Etowah County Sheriff's Office, 827 Forrest Avenue, Gadsden, AL 35901. It is mandatory for Vendor to attend the site evaluation to submit a proposal.
- 2.5.2. To attend the site evaluation, Vendor must complete and email [Appendix C – Site Evaluation Registration Form](#) to the RFP contact specified in [Section 2.6 – Questions or Comments](#) on or before the date specified by the Schedule of Events. Each Vendor will be limited to 2 representatives at the site evaluation. This will be the only time available for Vendor to visit the Facility during the RFP process.
- 2.5.3. Oral responses to questions during the site evaluation shall be considered nonbinding on the County. Vendor's questions regarding the site evaluation and/or this RFP must be submitted by Vendor in writing as specified in [Section 2.6 – Questions or Comments](#) on or before the date specified in the Schedule of Events.

2.6. Questions or Comments

- 2.6.1. Vendor must direct all questions and/or comments to the RFP contact listed below. All questions must be written and submitted electronically and in a comprehensive document.
- 2.6.2. The County shall deliver the answers to the questions and/or comments received on or before the date specified in the Schedule of Events. Any questions and/or comments submitted by the Vendors after the due date will not be answered by the County.
- 2.6.3. Only written communication executed by the County in the form of an amendment or addendum shall be considered binding.
- 2.6.4. Vendor shall not contact any of the County's employees or any employee at the Facility regarding this RFP during the RFP process. Inappropriate contact by Vendor may result in the County's rejection of Vendor's proposal.
- 2.6.5. RFP questions or comments shall be emailed to:

Praeses, LLC
Attn: Craig Storer
330 Marshall Street, 8th Floor
Shreveport, LA 71101
Telephone – 318-424-8125 Ext.3142
Fax – (318) 213-8137
Email – craig.storer@praeses.com

2.7. RFP Specification Changes

- 2.7.1. The County reserves the right, at any time, to amend any portion of this RFP in the form of an addendum or amendment.
- 2.7.2. The County reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process. The County reserves the right not to award an agreement pursuant to this RFP (“Agreement”).
- 2.7.3. Vendor's submission of a proposal shall not bestow any rights upon Vendor nor obligate the County in any manner.

2.8. Discrepancy between Proposal and Agreement

- 2.8.1. Discrepancies among the following documents shall be resolved in the following order, with the higher ranking documents taking precedence over the lower (shown higher to lower).
 - 2.8.1.1. Negotiated Agreement and any amendments or addenda;
 - 2.8.1.2. RFP and any amendments or addenda;
 - 2.8.1.3. Vendor's final proposal.

2.9. Confidentiality

- 2.9.1. Vendor proprietary and/or confidential information must be clearly marked and identified as such. If such proprietary and/or confidential information is a trade secret(s), such trade secret(s) will be subject to disclosure if required by applicable Alabama public disclosure and open records laws. Vendor shall not intentionally mark any portion of its proposal as “proprietary” or “confidential” that it does not have a good faith belief to be proprietary or confidential or in any other way to attempt to prohibit compliance with public record disclosure requirements. Should Vendor's information, which is marked as proprietary or confidential, be requested as part of a public information act request, the County may notify Vendor in writing before such information is released as required by the applicable act or law. Vendor agrees, at its

expense, to defend and hold harmless the County from claims involving infringement of any intellectual property.

2.10. Acceptance Period

- 2.10.1. Vendor's submission of a proposal indicates Vendor agrees the proposal will remain valid for a minimum of one hundred and twenty (120) days from the Proposal Due Date ("Acceptance Period"). A proposal requesting less than one hundred and twenty (120) days may be rejected. Vendor may specify a longer Acceptance Period.
- 2.10.2. If Vendor's Proposal is accepted within the Acceptance Period, Vendor agrees to furnish any or all items or services as negotiated, and under the terms and conditions specified in this RFP, its amendments(s) and/or addenda and Agreement. The County shall create an Agreement for execution by the County and the awarded Vendor, which shall contain the terms and conditions in this RFP, its amendments and/or addenda, and as negotiated by the County and awarded Vendor.

3. PROPOSAL EVALUATION and SELECTION

3.1. Evaluation Factors

- 3.1.1. Proposals will be evaluated by the internal evaluation committee within the County (“Evaluation Committee”) on the basis of the criteria listed below.
 - 3.1.1.1. If deemed necessary by the Evaluation Committee, the highest scoring Vendor(s) may be invited to conduct an oral interview with the Evaluation Committee.
 - 3.1.1.1.1. Additions, deletions or substitutions may not be made to proposals during the oral interview, unless they may be viewed as a clarification(s).
 - 3.1.1.1.2. The County may request a BAFO as outlined in [Section 3.3 – Best and Final Offer](#).
- 3.1.2. Each Vendor, by submitting a proposal, agrees that if the County accepts its proposal, such Vendor will furnish all items and services upon the terms and conditions in this RFP and Agreement.
- 3.1.3. The County expressly reserves the right to accept any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of commission offered and other evaluation factors set forth in this RFP, or to award an Agreement to the next most qualified Vendor if the awarded Vendor does not execute an Agreement within 30 days after the award of the Agreement.

Table 3 - Evaluation Criteria

Evaluation Criteria	Weight
ITS Technical Capabilities – Platform Type and Equipment, Interfaces, Monitoring and Recording, PIN Application, Pre-Paid Collect Program, Pre-Paid and/or Debit Application, Security Features, etc.	30%
Financial Stability – Reconciliation Compliance, Insurance Compliance, Rating and Billing Compliance, etc.	10%
Service – Installation, Customer Service, Maintenance/Response Times, Reporting Capabilities, etc.	20%
Cost Proposal – Calling Rates, Financial Offer, Alternative/Additional Proposal, Fees and Charges, etc.	15%
Compliance With RFP Requirements	10%
Oral Interview/Onsite Presentation (If Applicable)	10%
Best and Final Offer (If Applicable)	5%
Total Weight	100%

3.2. Negotiation of Proposal

- 3.2.1. The County reserves the right to conduct negotiations from the proposals received or to award an Agreement without negotiations. If such negotiations are conducted, the following conditions shall apply:
 - 3.2.1.1. Negotiations will only be conducted with selected Vendor(s) after the evaluation of proposals.
 - 3.2.1.2. Vendor's proposal may be subject to negotiation and revision. Vendor may be required to submit additional data.
 - 3.2.1.3. The County may direct its Designated Agent to conduct negotiations on its behalf.
 - 3.2.1.4. Any changes agreed upon during negotiations may become part of the Agreement.
- 3.2.2. If the County is unable to come to terms with the selected Vendor, discussions shall be terminated and negotiations will begin with the next highest scored Vendor.

3.3. Best and Final Offer

- 3.3.1. The County may request a BAFO from selected Vendor(s). A BAFO allows the Vendor an opportunity to supplement its original proposal. Selected Vendors will be contacted in writing by the County requesting the submission of Vendor's BAFO. The BAFO will be in the form of an addendum to this RFP and Vendor's submitted proposal.

3.4. Proposal Selection

- 3.4.1. The Vendor with the highest commission offer is not guaranteed award of an Agreement.
- 3.4.2. The County reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Vendor's proposal.
- 3.4.3. The County reserves the right to review Vendor's agreements with its sub-Vendors to ascertain whether Vendor has the necessary operational systems in place to fulfill the requirements of this RFP.
- 3.4.4. The County reserves the right to request clarification from Vendors during the evaluation of proposals. Such clarification is intended to assist the County in awarding an Agreement that is most advantageous to the County.
- 3.4.5. The County reserves the right, in its sole judgment, to accept the proposal which is determined by the County to be the best proposal resulting from this RFP, with or without negotiation, or BAFO.
- 3.4.6. The awarded Vendor shall not unduly delay negotiations or execution of an Agreement. Vendor is expected to respond promptly to the County's requests.
- 3.4.7. The County expressly reserves the right to accept or reject any or all proposals, modifications, or alterations or waive any technicalities or provisions, with or without cause.
- 3.4.8. The County reserves the right to award an Agreement to the next highest scored Vendor if the awarded Vendor does not furnish all items and services required in this RFP, its amendment(s) and/or addenda and negotiated Agreement.
- 3.4.9. Proposals that do not meet the requirements set forth in this RFP, its amendment(s) and/or addenda, may be considered non-compliant and may be disqualified. The County may reject Vendor's proposal for any of, but not be limited to, the following:
 - 3.4.9.1. Evidence of collusion with or among other Vendors submitting a proposal;
 - 3.4.9.2. Inappropriate contact or discussions as outlined in [Section 2.6 - Questions or Comments](#); or,
 - 3.4.9.3. Incorrect or contradictory information and/or false statements included in Vendor's proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.

3.5. Final Decision

3.5.1. The County shall make the final selection of the awarded Vendor. Each Vendor that submitted a proposal will receive written notification of the County's final decision.

3.6. Protest of Award

3.6.1. Any objection to the County's final decision will be handled according to applicable state and local procurement laws.

4. VENDOR INFORMATION AND REFERENCES

4.1. Vendor Information

- 4.1.1. Vendor shall supply the following in its proposal:
 - 4.1.1.1. Documentation that Vendor is registered to do business in the State of Alabama.
 - 4.1.1.2. Documentation that all necessary requirements of the Alabama Public Service Commission (PSC) and the Federal Communications Commission (FCC) are met.
 - 4.1.1.3. A copy of its telecommunications service tariff for the State of Alabama.
 - 4.1.1.4. Vendor's current annual report and its two (2) most recent Dun and Bradstreet (or similar) reports.
 - 4.1.1.5. If Vendor has operated under a different name, or affiliate, in the past three (3) years, provide names, dates, addresses and state where incorporated.
 - 4.1.1.6. If Vendor has participated in a sale, acquisition or merger in the last six (6) months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations.
 - 4.1.1.7. A synopsis of any litigation(s) within the last five (5) years where Vendor or Vendor's ITS is a party. Include venue, style of case and status of litigation.

4.2. Additional Requirements and Specifications

- 4.2.1. Vendor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, or municipal government.
- 4.2.2. Vendor shall detail its Disaster Recovery Plan (DRP) and provide its processes, policies and procedures relating to the preparation for recovery of the requirements in this RFP preceding and/or following a natural or human-induced disaster.
- 4.2.3. Vendor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and any applicable County laws, to the employees and all subcontractors to ensure the Facility maintains a drug free workplace. The County reserves the right to review drug testing results of Vendor's personnel assigned to work at the Facility. The County may require, at Vendor's expense, drug testing of Vendor's personnel if no drug testing records exist or if such test results are older than six (6) months.

4.3. Vendor References

- 4.3.1. Provide a list of agreements not renewed, lost or prematurely cancelled in the last five (5) years.
 - 4.3.1.1. If applicable, include the reason for non-renewal and/or cancellation(s) of the agreement(s). A response indicating this information is confidential and/or proprietary will be considered an Exception.
- 4.3.2. Provide a list of clients/agencies who have notified Vendor of additional commissions owed or unauthorized fees/charges implemented within the last three (3) years and the status of resolution of those claims.
 - 4.3.2.1. A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.
- 4.3.3. Provide three (3) client references for facilities where Vendor provides the equipment and services comparable to the requirements in this RFP. If the Vendor is using a subcontractor for the ITS work, then both the Vendor and the subcontractor must supply three (3) references each.

- 4.3.3.1. The County requires the contact person provided for each of the references be the individual who utilizes Vendor’s ITS user application.
- 4.3.3.2. References provided must be currently under contract with Vendor and have been operating under that contract for at least six (6) months.
- 4.3.3.3. Vendor shall ensure updated references and accurate contact information is provided.
- 4.3.3.4. References may be contacted at any time during the RFP process.
- 4.3.3.5. Using the format in **Table 4 - Vendor Reference Format**, provide the specified information for each reference. Reference comments or quotes are optional, but may be included.

Table 4 - Vendor Reference Format

Customer Name:	
Contact Person and Title:	
Telephone Number(s):	
Email Address:	
Address, City, State and Zip Code:	
Number of Facilities:	
ADP:	
Agreement Effective Date:	
All Services Provided:	
Total Number of Inmate Phones:	
Reference Comment or Quote:	

5. CUSTOMER SERVICE

5.1. Vendor Personnel Information

5.1.1. Vendor shall provide the names of Vendor’s employees, consultants, and subcontractors that will be involved in providing the requirements in this RFP and the Agreement using format of **Table 5 – Vendor Personnel** below. Vendor shall remove the examples shown in Table 5 before completing the table and may add additional rows to the table as necessary.

Full Name	Vendor Employee, Consultant or Contractor	Position for this Contract and Primary Responsibility	Contact Phone Numbers	Email Address
Miles Standish	Employee	Account Manager/ Primary Customer Contact	Office: 318-555-1515 Cell: 318-555-5555	m.standish@name.com
Sven Seventh	Employee	Primary Maintenance for ITS	Office: 314-555-5511 Cell: 314-555-1155	s.seventh@name.com

Table 5 – Vendor Personnel

5.1.2. Vendor shall supply resumes for all employees, consultants and subcontractors that will be working under the terms of this RFP and Agreement. All resumes are limited to two (2) pages per resume. There is no limit on the number of resumes that the Vendor may submit. Resumes are to be included as part of [Appendix F – Preferred Resume Format](#). The County prefers that resumes are provided in the format using the template provided in [Appendix F – Preferred Resume Format](#) but shall include the following information:

- 5.1.2.1. Each shall contain the name, position, qualifications, certifications, years of experience, and educational background information.
- 5.1.2.2. Indicate the amount of time that the individual will devote to work related to the requirements outlined in this RFP. Indicate clearly whether the given response is being expressed in hours per month or a percentage of time per month.
- 5.1.2.3. Each resume is required to have two (2) related past performance references for projects of similar size and complexity where the team member has performed duties similar to the ones that he or she would be responsible for under the terms of this RFP. Vendor must include a contact name, number and email address of someone who has knowledge of the team member’s work for that project.
- 5.1.2.4. List work experience for no more than the last ten (10) years. List relevant current recent work experience, employers, dates and duties in the last space in reverse chronological order.

5.1.3. Vendor shall provide the following information regarding maintenance personnel for the ITS using the format of **Table 6 – Vendor Technicians** below. Vendor should remove the examples listed before completing and may add additional rows as necessary.

- 5.1.3.1. Indicate the total number of technicians directly employed by Vendor as well as number of technicians that will be subcontracted for service at the Facility.
- 5.1.3.2. The names, company, primary physical work location, telephone numbers, and distance from Facility for the technicians who will be maintaining, servicing and performing work under the Agreement.

Table 6 – Vendor Technicians

Technician Name	Company	Primary Work Location Address, City, State	Contact Number for Service	Facility and Distance to Facility in Miles
Sven Seventh	Vendor Name	404 South 5 th Street Gadsden, Alabama	123-456-7894	Main Jail: 6 miles

- 5.1.4. Vendor shall disclose, with percentages clearly shown, the specific work tasks for the Facility that will be subcontracted and the specific work tasks that will be performed by Vendor employees,
- 5.1.5. Vendor shall provide the County with the escalation procedures for handling customer support issues including, but not limited to, maintenance, outage and reporting issues for the ITS. Procedure description shall include the contact names, contact numbers, email addresses and level of authority for the person(s) responsible for escalated issues. Escalation procedures shall be outlined in full in **Attachment 5 - Problem Escalation Matrix** of Vendor’s response.

5.2. Customer Service

- 5.2.1. Provide the following information regarding Vendor’s processes for handling called party customer service matters for the ITS:
 - 5.2.1.1. Describe procedure(s) for handling called party complaints.
 - 5.2.1.2. Indicate whether Vendor’s customer service center defaults to an Interactive Voice Response (IVR) or a live customer service representative.
 - 5.2.1.3. If applicable, supply the hours of availability for a live customer service representative.
 - 5.2.1.4. Indicate the average on-hold time to reach a live representative.
- 5.2.2. Describe procedure(s) for handling refund requests and the timeframe for completing such requests.

5.3. General Maintenance

- 5.3.1. Vendor shall respond to repair requests from the County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7- days a week, 365-days a year basis.
- 5.3.2. Vendor shall be responsible for resolving any reported repairs or replacements within ten (10) days following notification of a service request or ITS failure (“Cure Period”). Should Vendor fail to resolve the reported repair or replacement within the specified Cure Period, Vendor shall incur a daily fine or penalty. Such daily fine or penalty shall be equal to five hundred dollars (\$500.00) per day for each reported repair or replacement Vendor fails to resolve, and shall be incurred for each day after the Cure Period until each reported repair or replacement is resolved by Vendor. The County shall submit an

- invoice to Vendor identifying the total amount due for the daily fine or penalty for each reported repair or replacement and Vendor shall remit payment of the invoice within thirty (30) days. Additionally, the County may cancel the Agreement with Vendor if Vendor has not cured a service problem within ten (10) days of Vendor receiving notice of the problem from the County.
- 5.3.3. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within four (4) hours following notification of a service request or system failure.
- 5.3.3.1. Vendor must exhibit to the County a best effort approach to the completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem.
- 5.3.3.2. The County shall be notified on an hourly basis of progress and/or delays in progress until the problems are resolved. Vendor shall notify the County any time a technician will be dispatched to the Facility and prior to the technician's arrival.
- 5.3.3.3. In conjunction with the above, Vendor shall provide the on-site response time, priority levels and escalation schedule for both normal maintenance and emergency outage/service issues at and/or related to the Facility.
- 5.3.4. Vendor shall perform a full preventative maintenance inspection bi-weekly at the Facility, or at any time as directed by the County, to include, but not be limited to, the ITS, all inmate telephones and related equipment. The preventative maintenance inspection shall be performed by a qualified technician within five (5) days of the request or as otherwise specified by the County and shall be at no cost to the County.
- 5.3.4.1. Vendor shall document the preventative maintenance process. Within two (2) business days of each preventative maintenance inspection, Vendor shall provide the County a Repair Log detailing the inspection of all inmate telephones and related equipment, all repairs and/or replacement of nonworking or damaged equipment or software, and any other work performed. The Repair Log shall include, but not be limited to, Facility Name, Date, Station ID, Phone Name or Location, Vendor Ticket Number, Work Performed and Resolution Date.
- 5.3.5. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS. Vendor will assume liability for any and all such damages.
- 5.3.6. All operation, maintenance and repair issues regarding the ITS service shall be reported by Vendor to the County promptly.
- 5.3.7. Vendor shall indicate the manufacturer(s) that will provide the spare equipment and replacement parts for the proposed ITS and applicable components.
- 5.3.8. Vendor shall provide the County with ITS software upgrades as they become available. All upgrades must be no older than one (1) release of the newest operating system provided to the County at no additional cost.

6. GENERAL INFORMATION

6.1. Validation

- 6.1.1. In addition to the other specified bill types in the RFP, the County requires Vendor to provide collect calling as a bill type. Describe Vendor's real-time call validation process in detail.
- 6.1.2. Specify the process for unblocking a phone number that is restricted for non-payment or exceeding a daily/weekly/monthly collect calling limit ("Collect Call Threshold").
 - 6.1.2.1. Include the timeframe for removing a restriction once payment is received by the Local Exchange Carrier (LEC).
- 6.1.3. The County prefers the Collect Call Threshold be a monthly minimum of seventy-five dollars (\$75.00) per unique telephone number. Vendor shall provide an explanation should it propose an alternative Collect Call Threshold process.

6.2. Billing

- 6.2.1. Specify how collect calls are billed and indicate the number of billing arrangements between Vendor and the various LECs.
- 6.2.2. Specify how taxes and required fees are applied to the total cost of a collect call in preparation for billing.
- 6.2.3. Describe the process for collecting, rating, sorting, distributing and billing of collect calls.
- 6.2.4. As required by [Appendix B – Calling Rates and Commissions](#), Vendor shall describe any and all additional fees (including those from third parties) which are charged to the called party's telephone bill (e.g. monthly billing fee, carrier administrative fee, cost recovery fee, etc.).
 - 6.2.4.1. Provide the amount specific to each fee in Option #2 of [Appendix B – Calling Rates and Commissions](#).
 - 6.2.4.2. Vendor shall describe its process for applying a fee amount in the event the called party is receiving calls from multiple facilities in addition to calls from the County Facility.
- 6.2.5. Describe Vendor's direct bill option including a list of entities that qualify for direct billing.

6.3. Vendor Retention of Account Information

- 6.3.1. For the purpose of aiding in investigations, Vendor must retain information pertaining to a called party's pre-paid collect, direct bill, and similar accounts for a period of two (2) years after the expiration/termination of the Agreement. The information shall include, but not be limited to, the called party's billing name, address and telephone number.
- 6.3.2. The County shall have access to such account information upon request, to the extent permissible by law.

7. GENERAL CONDITIONS

7.1. Project Scope

- 7.1.1. The County requires a turnkey inmate calling solution which shall include, without limitation, collect, pre-paid, debit, and free call types. Vendor shall install and operate inmate telephones and related equipment. Vendor shall, without cost to the County, provide all wiring for the inmate telephones, install the inmate telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility to complete, without limitation, local, long distance and/or international collect, pre-paid, debit, speed dial and free calls from the Facility.

7.2. Agreement Length

- 7.2.1. The County intends to award a three (3) year Agreement (“Term”). The Agreement shall not automatically renew.

7.3. Surety Bond

- 7.3.1. Within ten (10) calendar days after the Agreement execution date and prior to any installation work or equipment delivery, the awarded Vendor shall furnish a bond in the form of a Surety Bond, Cashier’s Check, or Irrevocable Letter of Credit, issued by a surety company authorized to do business in the State of Alabama, and payable to the County.
- 7.3.2. The Surety Bond must be made payable to the County in the amount of \$50,000.00 and will be retained during the full term of the Agreement. Personal or company checks are not acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond.

7.4. Vendor Costs and Taxes and Fees on Services

- 7.4.1. It is expressly understood that the County is not responsible in any way, manner or form for any of Vendor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to any and all Vendor's services.
- 7.4.2. Vendor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates for collect, debit, pre-paid and any other calls.

7.5. Compensation, Payment, and Reporting

- 7.5.1. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Vendor that are in any way connected to the provision of ITS service pursuant to this RFP and subsequent Agreement. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls), additional fees and/or charges added to the total cost of a call or added to the called party’s bill/account statement or any other compensation received by Vendor.
- 7.5.2. Vendor shall pay commission on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Vendor expense.

- 7.5.3. Any additional fees to be added to the called party's bill/account statement or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facility must be approved by the County prior to implementation. The County and Vendor shall mutually agree on the method for compensation associated with the additional charges/fees due to the County.
- 7.5.4. Any charges/fees added to the called party's bill/account statement without the express written consent of the County shall incur a fine of three hundred and fifty dollars (\$350.00) per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
- 7.5.4.1. The County shall notify Vendor of any unapproved additional fees and/or charges of which the County becomes aware of and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to the County within thirty (30) days.
- 7.5.4.2. Should the County and Vendor mutually agree that the charges/fees will remain, the County and Vendor shall mutually agree on a method for compensation.
- 7.5.4.3. Should the County and Vendor mutually agree that the charges/fees are to be discontinued, Vendor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 7.5.5. Notwithstanding the foregoing, Gross Revenue does not include:
- 7.5.5.1. Pre-Paid Account Fees. Pre-paid account fees are defined as fees imposed on called parties who set up and/or fund a pre-paid account with Vendor or a third party (i.e. Western Union) to accept calls. The pre-paid account fee shall not be applied on a per-call basis. All pre-paid account fees must be approved by the County and are subject to the penalty defined above if not approved by the County in advance. Vendor shall specify its proposed fee amount(s) in Option #2 of [Appendix B – Calling Rates and Commissions](#).
- 7.5.5.2. Billing Statement fees. Billing statement fees are defined as fees tariffed by Vendor and charged to called parties for processing a collect call on a LEC telephone bill. All billing statement fees must be approved by the County and are subject to the penalty defined above if not approved by the County in advance. Vendor shall specify its proposed fee amount(s) in Option #2 of [Appendix B – Calling Rates and Commissions](#).
- 7.5.5.3. Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.
- 7.5.5.4. A "Free" call shall be defined as a call not generating any revenue or compensation for Vendor. Calls to telephone numbers that appear on the free call list supplied by the County or from inmate telephones approved by the County to process free calls shall not generate revenue or compensation for Vendor and shall not be commissionable to the County. Only those numbers designated by the County on the free call list and inmate telephones approved by the County to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Vendor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to the County.
- 7.5.5.4.1. In the event Vendor completes unauthorized free calls, the completed calls will be considered part of Gross Revenue and commission for the calls shall be due and payable under this [Section 7.5 – Compensation, Payment and Reporting](#).
- 7.5.5.5. Complimentary calls associated with Vendor's pre-paid collect program are not commissioned. Vendor shall specify the duration of and the frequency between each complimentary call to a unique telephone number. Vendor shall indicate how complimentary calls are labeled in the call detail records.

- 7.5.6. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, etc. as acceptance). The call shall be deemed complete and commissionable regardless if Vendor can bill or collect revenue on the call.
- 7.5.7. Vendor may, upon request from the County, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Vendor is solely responsible for obtaining a resale certificate from the commissary provider. Vendor is responsible for obtaining all proper documentation from the commissary provider. Vendor's agreement with the commissary provider must address the requirements set forth in this section.
- 7.5.8. Commission for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable as defined in this [Section 7.5 – Compensation, Payment and Reporting](#).
- 7.5.8.1. On the 5th day of the month following the month of traffic, Vendor shall submit a monthly invoice and corresponding debit purchase or usage report to the County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
- 7.5.9. The County requires a Financial Incentive in the amount of one hundred and thirty thousand dollars (\$130,000.00) to be paid upon Agreement execution in addition to the commission proposal. The Financial Incentive shall be due to the County in full within ten (10) business days following the execution of the Agreement. Vendor may, at its option, offer a higher Financial Incentive than the minimum amount required by the County and shall specify any additional amounts in [Appendix B – Calling Rates and Commissions](#).
- 7.5.10. Vendor shall include a Minimum Quarterly Guarantee (MQG) to be specified in [Appendix B – Calling Rates and Commissions](#).
- 7.5.11. Payments and reports for the ITS are due to the County on or before the twenty-fifth (25th) day of the month following the traffic month.
- 7.5.12. Vendor shall provide monthly commission payments and traffic detail reports to the County as follows:
- 7.5.12.1. The County requests commission payments be sent via wire transfer or ACH.
- 7.5.12.2. The County requires the traffic detail reports be sent electronically in an exploitable format.
- 7.5.13. Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid and debit calls and for each inmate telephone at the Facility:
- 7.5.13.1. Facility Name;
- 7.5.13.2. Facility Identification Number/Site Identification Number;
- 7.5.13.3. Automatic Number Identifier (if applicable);
- 7.5.13.4. Inmate Telephone Station Port/Identifier;
- 7.5.13.5. Inmate Telephone Location Name;
- 7.5.13.6. Local Calls, Minutes and Gross Revenue (Per Inmate Telephone);
- 7.5.13.7. Intralata/Intrastate Calls, Minutes and Gross Revenue (Per Inmate Telephone);
- 7.5.13.8. Interlata/Intrastate Calls, Minutes and Gross Revenue (Per Inmate Telephone);
- 7.5.13.9. Intralata/Interstate Calls, Minutes and Gross Revenue (Per Inmate Telephone);
- 7.5.13.10. Interlata/Interstate Calls, Minutes and Gross Revenue (Per Inmate Telephone);
- 7.5.13.11. Domestic International Calls, Minutes and Gross Revenue (Per Inmate Telephone);
- 7.5.13.12. International Calls, Minutes and Gross Revenue (Per Inmate Telephone);
- 7.5.13.13. Commission Rate (%);

- 7.5.13.14. Total Calls, Minutes, Revenue and Commission Amount (Per Inmate Telephone); and
- 7.5.13.15. Traffic Period and Dates.
- 7.5.14. Vendor shall provide a sample report showing how all of the above requirements will be met. Vendor shall indicate if any of the required fields above cannot be provided or supplied in the [Appendix D - Exceptions](#) of its response to this RFP.
- 7.5.15. Vendor shall provide daily system platform Call Detail Records (CDRs) to the County; Vendor shall provide monthly billing files and miscellaneous charges/fees reports to the County no later than the twenty-fifth (25th) day of the month following the month of traffic.
- 7.5.16. The billing files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:
 - 7.5.16.1. Record ID;
 - 7.5.16.2. Facility ID;
 - 7.5.16.3. From ANI;
 - 7.5.16.4. To ANI;
 - 7.5.16.5. Seconds;
 - 7.5.16.6. Revenue Period;
 - 7.5.16.7. Date (yymmdd);
 - 7.5.16.8. Connect Time (hhmmss);
 - 7.5.16.9. Billable Time (hhmmss);
 - 7.5.16.10. Multiple Rate Indicator;
 - 7.5.16.11. Personal Identification Number Digits;
 - 7.5.16.12. Originating City;
 - 7.5.16.13. Originating State;
 - 7.5.16.14. Bill City;
 - 7.5.16.15. Bill State;
 - 7.5.16.16. Rounded Bill Time Indicator;
 - 7.5.16.17. Bill Number;
 - 7.5.16.18. LATA ID;
 - 7.5.16.19. Settlement Code;
 - 7.5.16.20. Message Type;
 - 7.5.16.21. Charge Amount;
 - 7.5.16.22. Additional Fees and Line Surcharges;
 - 7.5.16.23. Specialized Calling Indicator;
 - 7.5.16.24. Validation Indicator;
 - 7.5.16.25. Tax Exempt Indicator;
 - 7.5.16.26. Rate Period; and
 - 7.5.16.27. Rate Class.
- 7.5.17. Vendor shall also provide a sample billing file in EMI format (showing all fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. Vendor shall provide a listing of all fields that will not be released or supplied in the [Appendix D - Exceptions](#) of its response to this RFP. Vendor shall also list all fields that are available to be provided to the County in addition to those specified in **Section 7.5.16** above.

- 7.5.18. The raw CDRs shall contain all calls (both attempted and completed) which originate from the Facility for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, the CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:
- 7.5.18.1. Facility Name;
 - 7.5.18.2. Facility ID;
 - 7.5.18.3. Agency;
 - 7.5.18.4. From ANI;
 - 7.5.18.5. To ANI;
 - 7.5.18.6. Batch Number / ID;
 - 7.5.18.7. From City;
 - 7.5.18.8. From State;
 - 7.5.18.9. To City;
 - 7.5.18.10. To State;
 - 7.5.18.11. Station ID;
 - 7.5.18.12. Phone Name or Location;
 - 7.5.18.13. Inmate ID;
 - 7.5.18.14. Personal Identification Number;
 - 7.5.18.15. Pre-Paid Card ID;
 - 7.5.18.16. Revenue Period;
 - 7.5.18.17. Call Start (yymmdd; mmss);
 - 7.5.18.18. Call End (yymmdd; mmss);
 - 7.5.18.19. Seconds;
 - 7.5.18.20. Call Type (e.g. local, etc.);
 - 7.5.18.21. Bill Type (e.g. free, collect, etc.);
 - 7.5.18.22. Cost;
 - 7.5.18.23. Tax;
 - 7.5.18.24. Validation Result;
 - 7.5.18.25. Termination Reason;
 - 7.5.18.26. LIDB Status; and
 - 7.5.18.27. Completion Indicator.
- 7.5.19. CDRs shall be stored in a minimum of three (3) locations to avoid any possibility of CDRs being lost. Vendor shall provide details about the storage locations.
- 7.5.20. Vendor shall provide a sample CDR (showing all raw fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. Vendor shall provide a listing of all fields that will not be released or supplied in the [Appendix D - Exceptions](#) of its response to this RFP. Vendor shall also list all fields that are available to be provided to the County in addition to those specified in **Sections 7.5.18** above.
- 7.5.21. The miscellaneous charges/fees report shall include a breakdown of all charges and fees applied to (without limitation) calls, transactions, and accounts from the Facility covered under the RFP and subsequent Agreement, including but not limited to: pre-paid funding fee(s), monthly billing fee(s), regulatory cost recovery fee(s), validation fee(s), etc. regardless of whether the charge/fee was assessed directly by Vendor or a third party. Vendor shall provide a miscellaneous charges/fees report which shall contain, without limitation, the following information:
- 7.5.21.1. Facility ID;

- 7.5.21.2. Date;
 - 7.5.21.3. From ANI (if applicable);
 - 7.5.21.4. To ANI (if applicable);
 - 7.5.21.5. Billed ANI;
 - 7.5.21.6. Bill Type;
 - 7.5.21.7. Transaction Type;
 - 7.5.21.8. Fee Type; and
 - 7.5.21.9. Fee Amount.
- 7.5.22. Vendor shall provide a sample miscellaneous charges/fees report (showing all raw fields available, including those specified above) to demonstrate how Vendor shall meet the above requirements. Vendor shall provide a listing of all fields that will not be released or supplied in the [Appendix D - Exceptions](#) of its response to this RFP.
- 7.5.23. Commission discrepancies must be resolved by Vendor, and to the County's satisfaction, within thirty (30) days of receipt of discrepancy notification from the County or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of the County. The County further retains the right to pursue any other legal remedies it deems necessary.
- 7.5.24. Commission payments, traffic detail reports, billing files, CDRs, miscellaneous charges/fees report and/or other reports not containing the required fields, received by the County after the twenty-fifth (25th) are subject to late charges and/or fines.
- 7.5.24.1. Late charges and/or fines for commission payments shall be equal to five percent (5%) per month of the commission due.
 - 7.5.24.2. Late charges and/or fines for monthly reporting shall be a fee of seven hundred and fifty dollars (\$750.00) per month for each report not received by the twenty-fifth (25th) day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.
 - 7.5.24.3. Late charges and/or fines for daily CDR reporting shall be a fee of \$100.00 per day for any daily CDR reports not submitted by Vendor, or for each day where the CDR report does not contain all of the fields and information identified above. In the event the daily CDR reports are late or do not contain all of the fields and information identified herein, the County will allow Vendor one (1) business day to provide the report(s) or corrected report(s). Should Vendor fail to remedy the reporting issues to the satisfaction of the County, the County may impose the daily fine until the report issue is resolved by Vendor.
 - 7.5.24.4. If the commission payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

7.6. Rate Requirements

- 7.6.1. Vendor must agree to provide the required calling rates specified in [Appendix B – Calling Rates and Commissions](#) and must be in compliance with Alabama laws and applicable regulations, including those specified in the recent FCC Second Report and Order and Third Further Notice of Proposed Rulemaking, WC Docket No. 12-375.
- 7.6.1.1. Vendor may propose alternative, lower rates in Option #2 of [Appendix B – Calling Rates and Commissions](#).
 - 7.6.1.1.1. The County requires a postalized calling rate structure as well as international calling rates.

- 7.6.1.1.2. Vendor must detail all charges and fees that will be assessed for all calls from the Facility in Option #2.
 - 7.6.1.1.3. If Vendor offers more than one rate proposal, the County will solely decide which offer and rates will be implemented.
 - 7.6.2. Before any new calling rate increases or decreases are implemented, Vendor must submit a written request to receive approval from the County. The County will respond in writing to Vendor's request.
 - 7.6.2.1. If Vendor decreases the calling rates without the written approval of the County, Vendor shall be responsible for paying commissions on the Gross Revenue calculated by applying the calling rates prior to the unapproved change.
 - 7.6.2.2. If Vendor increases the calling rates without the express written approval of the County, Vendor shall be responsible for paying commission on the Gross Revenue calculated by applying the increased rates. Vendor must also issue refunds to all overcharged called parties or inmates within five (5) business days; a list of the issued credits must be provided to the County as documentation. The County will not issue a refund of commission paid to Vendor for unapproved rate increases. If Vendor is unable to issue refunds and/or provide the required documentation, Vendor shall issue a payment to the County as concession. The payment amount shall be in the amount of Vendor's portion of the Gross Revenue generated from the overbilled calls.
 - 7.6.2.3. If Vendor alters the calling rates in order to complete a call, Vendor shall incur a fine of five dollars (\$5.00) per call completed at the altered calling rate. The County shall notify Vendor of any unapproved altered calling rates of which the County becomes aware of and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to the County within thirty (30) days.
 - 7.6.3. Vendor will implement any rate adjustments requested by the County within ten (10) calendar days of said request, subject to regulatory approval.
 - 7.6.4. Vendor shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS. For calls where the duration is at least one (1) second, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the calling rates are applied. If Vendor has an alternative rounding policy for calls, Vendor shall indicate as much in its response to this RFP.
 - 7.6.5. During the call rating process, Vendor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices.
 - 7.6.6. Vendor shall rate all calls to U.S. Territories including Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International. The calling rates for both Domestic International and International are specified in Option #1 of [Appendix B – Calling Rates and Commissions](#).

7.7. Reconciliation

- 7.7.1. From the Effective Date of the Agreement and for a period of two (2) years after the termination of the Agreement, upon ten (10) business day's written notice, the County shall have the right to examine and/or reconcile Vendor's information (records, data, compensation records) pertaining to any and all services provided under the Agreement.
- 7.7.2. The County requires Vendor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which commissions can be determined. The records shall include all CDRs, EMI billing files, miscellaneous fees/charges reports, pre-paid card sales and associated

invoices, debit purchase or usage reports and associated invoices and commissioning reports during the term of the Agreement.

- 7.7.3. The County reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of the County's sole choice.

7.8. Assignment and Mergers/Acquisition

- 7.8.1. The services to be performed under the Agreement shall not be assigned, sublet or transferred without thirty (30) days advance written notification to the County and then only upon Vendor's receipt of the County's written consent.
- 7.8.2. Upon receipt of the County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Vendor. However, the County may assign any and/or all of its rights and obligations hereunder without Vendor's written consent but upon the County's written notice thereof to Vendor (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger, acquisition or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.
- 7.8.3. If subsequent to this RFP and the execution of the Agreement, Vendor merges or is acquired by another entity, the following documents must be submitted to the County:
- 7.8.3.1. Corporate resolutions prepared by the awarded Vendor and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes;
- 7.8.3.2. New Vendor's Federal Identification Number (FEIN) if applicable; and
- 7.8.3.3. Other documentation requested by the County.
- 7.8.4. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein.

7.9. Independent Vendor

- 7.9.1. Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing the County to exercise control over the manner or method by which Vendor or its subcontractor perform under the Agreement.

7.10. Termination/Default

- 7.10.1. In the event Vendor fails to perform any terms or conditions of the Agreement, the County may consider Vendor in default of the Agreement and supply Vendor written notice of such default. In the event said default is not remedied to the satisfaction and approval of the County within thirty (30) calendar days of receipt of such notice, the County may terminate the Agreement. Upon termination, Vendor shall adhere to the transition requirements as outlined in [Section 8.4 - Transition](#).
- 7.10.2. The County may terminate the Agreement at any time, without penalty, upon Vendor's receipt of ninety (90) days written notice. Upon termination, Vendor shall follow the transition requirements outlined in [Section 8.4 - Transition](#).
- 7.10.3. For any reason, should Vendor be unable to satisfy the requirements contained in the Agreement, the County may, in its sole discretion, call for the Surety Bond due, in part or in full, for non-performance and/or as liquidated damages.

7.11. Indemnification

- 7.11.1. Vendor shall defend, indemnify, and hold the County and its affiliates, agents, employees, officers, directors, and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened under the Agreement, for (a) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, Vendor or any of its employees, agents or subcontractors in providing the equipment and services hereunder, (b) the operation of Vendor's business or ITS; (c) any breach by Vendor of its obligations hereunder; or (d) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the ITS, except where such claims, demands or liabilities are due to the sole negligence of the County, its agents or employees.
- 7.11.2. The County agrees to provide Vendor with reasonable and timely notice of any claim, demand or cause of action made or brought against the County arising out of or related to the services rendered by Vendor. Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. The County will promptly advise Vendor of any proposed agreement to compromise or settle any claim and Vendor will have ten (10) days to respond to such proposal.
- 7.11.3. In the event an infringement claim is made or threatened against the County, or injunctive relief is granted to a claimant, Vendor shall (a) obtain the right for the County to continue use of the services; (b) substitute other services of like capability, or (c) replace or modify the services to render them non-infringing while retaining like capability. In the event Vendor is unable to perform any of the above, the County may terminate the Agreement upon sixty (60) days written notice to Vendor and Vendor shall be responsible for all of the County's costs and expenses of whatever nature or kind in connection therewith.
- 7.11.4. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

7.12. Insurance

- 7.12.1. During the period of the Agreement, Vendor, at its own expense, agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of Alabama, and in a standard form approved by the Board of Insurance Commissioners of the State of Alabama. Coverage provisions should insure the County and the public from any loss or damage that may arise to any person or property as a result of the services rendered by Vendor.
- 7.12.2. Vendor shall provide the County with a thirty (30) day advance written notice of cancellation or material changes in said insurance.
- 7.12.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- 7.12.4. Vendor shall provide the County a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within ten (10) days after Agreement execution. Said certificate shall show the County as an additional insured and shall include a waiver of subrogation.
 - 7.12.4.1. **Automobile Liability:**
 - 7.12.4.1.1. Bodily Injury (each person): \$250,000.00
 - 7.12.4.1.2. Bodily Injury (each accident): \$500,000.00
 - 7.12.4.2. **General Liability (Including Contractual Liability):**
 - 7.12.4.2.1. Bodily Injury or Death (per person): \$1,000,000.00
 - 7.12.4.2.2. Property Damage (per incident resulting in injury or destruction of property): \$100,000.00

- 7.12.4.3. **Excess Liability:**
 - 7.12.4.3.1. Umbrella Form: \$1,000,000.00
- 7.12.4.4. **Worker's Compensation:** Statutory
- 7.12.5. Vendor agrees to carry and maintain Workers Compensation Insurance. Proof of Workers Compensation Insurance must be provided with the proposal to the County.
- 7.12.6. The County agrees to provide Vendor with reasonable and timely notice on any claim, demand or cause of action made by or brought against the County arising out of the service provided by Vendor. Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 7.12.7. For any person or Vendor with whom Vendor enters into a contract to provide the services defined in this RFP, Vendor must:
 - 7.12.7.1. Provide a certificate of coverage, for all persons providing the services defined in this RFP and prior to those persons beginning work on any project, showing coverage is being provided for the duration of the Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Alabama Labor Code.
 - 7.12.7.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Vendor's current certificate of coverage ends during the duration of the project.
 - 7.12.7.3. Retain all required certificates of coverage for the duration of the project and for two (2) years thereafter;
 - 7.12.7.4. Notify the County in writing, within ten (10) days after Vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.12.8. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Vendor and the County and to ensure that the County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Agreement.

8. SYSTEM REQUIREMENTS

8.1. General Requirements

- 8.1.1. Inmate telephone services are to be provided and shall comply with all applicable regulations set forth by the FCC, Alabama PSC and/or other applicable regulatory body relating to inmate telephone service in correctional facilities.
- 8.1.2. Vendor shall supply details of Vendor's proposed ITS which shall include, but not be limited to: system version (if Vendor uses multiple ITS versions and/or releases), system design (centralized vs. premise based), technical specifications, software applications, hardware architecture and networking capabilities.

8.2. Implementation

- 8.2.1. In its response to this RFP and included in **Attachment 3: Implementation Plan** of Vendor's proposal, Vendor shall submit an implementation plan, which shall include an installation schedule, for the Facility.
- 8.2.2. Initial installations for the ITS must be completed within sixty (60) days of the effective date of Agreement between the County and the selected Vendor. Implementation plan(s) will become a part of the Agreement and must be followed.
 - 8.2.2.1. If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Vendor may incur liquidated damages in the amount of five hundred dollars (\$500.00) for each day beyond the installation date until the installation is complete. However, Vendor shall not incur liquidated damages if the cause of the delay is beyond the Vendor's reasonable control.
 - 8.2.2.2. Should Vendor incur liquidated damages, the County will invoice Vendor. Payment of the invoice shall be made to the County within thirty (30) days of Vendor's receipt of the invoice.

8.3. Installation Requirements

- 8.3.1. Vendor shall be responsible for all costs associated with the inmate telephone system, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.
- 8.3.2. Throughout the life of the Agreement and any renewal term(s), Vendor shall be responsible for completing any necessary modifications and/or additions to the inmate telephone equipment, booths, partitions or other ITS system components or configurations at no cost to the County if such modifications and/or additions are required to comply with changes in the Immigration and Customs Enforcement (ICE) telephone access regulations.
- 8.3.3. Vendor's ITS shall not be configured to reside on or use the County's network.
- 8.3.4. Vendor shall install/mount all ITS equipment in accordance with the County's requirements.
- 8.3.5. Vendor shall indicate any environmental conditions required for the proposed ITS; indicate whether Vendor proposes to make any changes to the phone room at the Facility based on the site evaluation.
- 8.3.6. Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminal within the Facility is at the risk of Vendor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Vendor becomes the County's property upon termination and/or expiration of the Agreement.

- 8.3.7. Vendor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance (EIA/TIA) wiring standards for commercial buildings and must be approved by the Facility maintenance personnel.
- 8.3.7.1. Vendor shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation for the ITS.
- 8.3.8. Vendor shall be responsible for installing all new wiring, cabling and network circuits at no cost to the County to support the provision of the outlined services.
- 8.3.9. Vendor agrees to obtain the County's written approval before making any physical changes to the Facility, such as drilling into walls, floors, ceilings or any other portion of the Facility. This includes existing, newly constructed and/or expanded Facilities.
- 8.3.10. Vendor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment to protect all lines, circuits and equipment used for the ITS and at no cost to the County.
- 8.3.11. Vendor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the ITS to ensure there is no loss of audio recordings or real time call data in the event of a power failure.
- 8.3.11.1. Vendor shall indicate the hours of back-up power that the provided UPS components supply to the ITS system.
- 8.3.11.2. A separate power supply shall not be required. A power source shall be available at the ITS demarcation location.
- 8.3.12. Installation of all telephones, cabling, and related equipment shall be accomplished during normal business hours at the Facility or as otherwise specified by the County.
- 8.3.13. Vendor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the County, no equipment, inventory or spare parts shall be stored by Vendor at the Facility.
- 8.3.14. Vendor shall correct any damage to the County's property caused by maintenance or installation associated with the ITS including repairs to walls, ceilings, etc.
- 8.3.15. Vendor must indicate the physical size of the ITS equipment to be installed at the Facility and provide a diagram or visual aid.
- 8.3.16. Vendor shall provide, install, and maintain the inmate telephones and ITS equipment and software in accordance with the manufacturer's specifications and the provisions set forth within this RFP.
- 8.3.17. All telephone equipment provided shall be fully operational at the time of the initial installation and in accordance with the approved implementation plan(s).
- 8.3.18. Vendor agrees to install the quantity of inmate telephones and related equipment required by the County as outlined in [Appendix A – Facility Specifications](#).
- 8.3.18.1. The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate telephones is specified in [Appendix A – Facility Specifications](#).
- 8.3.18.2. Vendor shall install privacy partitions with a minimum depth of 18" for inmate telephones located within housing units designated for ICE detainees or as otherwise required by the County; the quantity of privacy partitions is specified in [Appendix A – Facility Specifications](#). The County reserves the right to adjust the required quantity of privacy partitions based on any fluctuations in the population of ICE detainees or as otherwise required by the County. Vendor shall provide a detailed description, as well as visual aids, of the privacy partitions proposed for installation at the Facility.

- 8.3.18.3. Vendor shall install the quantity of wall-mounted hands-free telephones required by the County as outlined in [Appendix A – Facility Specifications](#).
- 8.3.18.4. All telephone equipment shall be powered by the telephone line and not require an additional power source.
- 8.3.18.5. The telephones must not contain any exterior removable parts.
- 8.3.18.6. All inmate telephone sets must include volume control.
- 8.3.18.7. Include a description, as well as visual aids, of the inmate telephone sets, TDD units, wall-mounted hands-free and cart/portable sets proposed for installation at the Facility.
 - 8.3.18.7.1. For the purpose of processing inmate telephone calls, Vendor shall provide details of alternatives to traditional, wall-mounted inmate telephones (i.e. tablets, mobile devices, etc.) that may be of interest to the County.
- 8.3.19. Vendor shall place placards containing dialing instructions in English and Spanish on each telephone. Placards shall be replaced each time an inmate telephone set is replaced.
- 8.3.20. Vendor shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided by Vendor upon the County's request and at no cost.
- 8.3.21. At no cost to the County, Vendor shall install additional telephones and related equipment as well as monitoring and recording equipment as needed, within thirty (30) days of request. This includes currently constructed, newly constructed or expanded Facilities.
 - 8.3.21.1. If the installation of the additional telephones is not completed within thirty (30) days, Vendor may incur liquidated damages in the amount of five hundred dollars (\$500.00) for each day beyond the thirty (30) day installation date until the installation is complete. However, Vendor shall not incur liquidated damages if the cause of the delay is beyond the Vendor's reasonable control.
 - 8.3.21.2. Should Vendor incur liquidated damages, the County will invoice Vendor. Payment of the invoice shall be made to the County within thirty (30) days of Vendor's receipt of the invoice.
- 8.3.22. Vendor shall install, repair and maintain all Vendor provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facility. All Vendor provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Vendor.
- 8.3.23. Upon completion of the initial installation and any ongoing installations, Vendor shall provide the County with a list of telephone numbers, equipment specifications and locations of each device/unit.

8.4. Transition

- 8.4.1. For the initial installation, Vendor will work with the County and the incumbent inmate telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by the County.
- 8.4.2. Upon expiration, termination, or cancellation of the Agreement, Vendor shall accept the direction of the County to ensure inmate telephone services are smoothly transitioned. At a minimum, the following shall apply:
 - 8.4.2.1. Vendor acknowledges that the CDRs, call recordings, documentation, reports, data, etc., contained in the ITS are the property of the County. The County acknowledges the ITS hardware and software are the property of Vendor.
 - 8.4.2.1.1. The CDRs, call recordings, documentation, reports, data, etc. for each Facility shall be provided to the County by Vendor on a storage medium acceptable to the County and in a user-friendly, searchable and electronic format at no cost to the

County within fifteen (15) days following the expiration and/or cancellation of the Agreement. Vendor shall accept the County's reasonable decision whether the solution provided is acceptable.

- 8.4.2.1.2. As an alternative and at no cost to the County, after expiration, termination, or cancellation of the Agreement, Vendor shall allow the County access to all call recordings, documentation, reports, data, etc. contained in the ITS through a web based application. Vendor shall provide such access to the County within fifteen (15) days following the expiration, termination and/or cancellation of the Agreement or within fifteen (15) days following the last day inmate telephone services are provided by Vendor, whichever occurs sooner. Vendor shall accept the County's reasonable decision whether the access provided is acceptable.
- 8.4.2.2. Vendor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by the County. Vendor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the Agreement.
- 8.4.2.3. Commissions will be due and payable by Vendor to the County at the percentage provided in the Agreement until collect, debit and/or pre-paid calls are no longer handled by Vendor.
- 8.4.3. Vendor agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cablings associated with the ITS.

8.5. ITS and User Application Specifications

- 8.5.1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance and international calling.
- 8.5.2. The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid collect, pre-paid cards, debit and/or speed dial.
 - 8.5.2.1. Any bill types to be implemented or removed regarding the processing and/or completion of inmate telephone calls from the Facility must be approved by the County in writing prior to implementation or removal. Any bill types implemented or removed without the express written consent of the County shall incur a fine of five hundred dollars (\$500.00) per day for each day the bill type is implemented or removed.
- 8.5.3. Vendor shall provide a sufficient number of ports, channels, bandwidth, etc. to ensure inmates are allowed to place calls 99.9% of the time. The County reserves the right to require Vendor to revise its configuration should the configuration installed by Vendor result in inmate complaints of poor signal or unavailable prompts. Such configuration changes shall be completed by Vendor at no cost to the County. At the request of the County, Vendor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by the County.
- 8.5.4. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Vendor shall accept the County's reasonable decision regarding whether the reception quality is acceptable.
- 8.5.5. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation. Voice recognition is not an acceptable method for positive acceptance.
- 8.5.6. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing, etc. Vendor shall provide information on how the proposed ITS will be able to meet this requirement.

- 8.5.7. The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Vendor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 8.5.8. With each call, the ITS must provide an automated message to advise the called party that:
- 8.5.8.1. That the call is coming from a correctional facility;
 - 8.5.8.2. The call is coming from a specific inmate; and
 - 8.5.8.3. The call may be monitored and recorded.
- 8.5.9. With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.
- 8.5.10. The ITS shall allow inmate to record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back to the called party with all subsequent call attempts. The County requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
- 8.5.11. The ITS shall play the call acceptance information to the called party at least twice and shall have the capability of allowing the called party to interrupt the prompts by selecting a digit on the keypad. Vendor shall provide a script of the call acceptance information provided to the called party.
- 8.5.12. The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated.
- 8.5.13. Vendor shall indicate whether the called party will be able to select the preferred language for call prompts.
- 8.5.14. Collect calling is required under this RFP and the subsequent Agreement. Vendor shall subscribe to the LEC Line Information Data Base (LIDB). Vendor shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening (BNS). Vendor must assume all responsibility for the cost and accuracy of validation.
- 8.5.15. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. Vendor shall provide a list of the available recordings as well as a complete description of each. The County reserves the right to request Vendor to modify/revise the recordings at any time during the Agreement at no cost to the County and within thirty (30) days of the request.
- 8.5.16. The County reserves the right to enter a free number in the ITS as deemed appropriate by the County and without the assistance of Vendor.
- 8.5.17. The ITS shall allow one (1) free, five (5)-minute local or long distance telephone call per inmate from any inmate telephone at the Facility. The number of free calls shall be configurable via the ITS based on the inmate's PIN (Personal Identification Number) and without Vendor's assistance. Once the inmate has completed the specified number of free calls, the ITS shall process all subsequent calls from the inmate as collect, pre-paid or debit unless the telephone number is configured as free in the ITS.
- 8.5.17.1. Any free calls processed in excess of that allowed by the County will be treated as unauthorized free calls and will be considered commissionable to the County and payable under [**Section 7.5 – Compensation, Payment, and Reporting.**](#)
- 8.5.18. Vendor shall provide information on any security configurations available within the ITS to prevent fraud relative to automated phone trees (e.g. inmates pressing digits and getting to a live operator, etc.).
- 8.5.19. Following the dialing sequence, the ITS shall allow the inmate to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.).
- 8.5.20. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.

- 8.5.21. The ITS shall be able to program a specific speed dial code to selected telephone numbers as determined by the County and at no cost to the County and without the assistance of Vendor.
- 8.5.22. Vendor must specify its process for completing calls that would otherwise be blocked because of cell phones and other unbillable issues.
- 8.5.23. The ITS user application shall allow the County to query the CDRs for inmate activities and calling patterns.
- 8.5.24. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
 - 8.5.24.1. Inmate Name (First, Last);
 - 8.5.24.2. Inmate Personal Identification Number;
 - 8.5.24.3. Record Identifier;
 - 8.5.24.4. Date Range (Start Date/Time and End Date/Time);
 - 8.5.24.5. Facility;
 - 8.5.24.6. Called Number;
 - 8.5.24.7. Originating Number;
 - 8.5.24.8. Station Port;
 - 8.5.24.9. Station Name;
 - 8.5.24.10. Call Type;
 - 8.5.24.11. Bill Type;
 - 8.5.24.12. Duration (minimum and maximum);
 - 8.5.24.13. Call Amount;
 - 8.5.24.14. Flagged Calls;
 - 8.5.24.15. Monitored Calls;
 - 8.5.24.16. Recording Type;
 - 8.5.24.17. Completion Type;
 - 8.5.24.18. Termination Type;
 - 8.5.24.19. Validation Result;
 - 8.5.24.20. Pre-Paid Card ID Number;
 - 8.5.24.21. Phone Group(s); and
 - 8.5.24.22. Custom Search.
- 8.5.25. The ITS user application shall allow CDR query results to be exported in a format selected by the County (.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Vendor is able to meet this requirement.
- 8.5.26. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
 - 8.5.26.1. Call Statistics by Date Range;
 - 8.5.26.2. Frequently Called Numbers;
 - 8.5.26.3. Frequently Used Personal Identification Numbers;
 - 8.5.26.4. Commonly Called Number;
 - 8.5.26.5. Call Detail Report;
 - 8.5.26.6. Gross Revenue Report by Date Range;
 - 8.5.26.7. Facility Totals and Statistics;
 - 8.5.26.8. Called Party/Number Accepting Report;
 - 8.5.26.9. Fraud/Velocity Report;
 - 8.5.26.10. Total Calls;
 - 8.5.26.11. Calling List (PAN) Report;

- 8.5.26.12. Pre-Paid Card Report;
 - 8.5.26.13. Debit Usage Report;
 - 8.5.26.14. Debit Balance and Funding Report;
 - 8.5.26.15. Pre-Paid Card Balance and Activity Report;
 - 8.5.26.16. Bill and Call Type Distribution;
 - 8.5.26.17. Phone Usage;
 - 8.5.26.18. Voice Verification (if applicable);
 - 8.5.26.19. Reverse Look-Up; and
 - 8.5.26.20. User Audit Trail.
- 8.5.27. The ITS user application shall allow the County to export the reports in a format selected by the County (csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Vendor is able to meet this requirement.
- 8.5.28. The ITS shall have the capability to customize reports in a form mutually agreed upon by the County and Vendor.
- 8.5.29. Vendor's ITS user application shall at a minimum allow:
- 8.5.29.1. The creation, modification and deactivation of user accounts;
 - 8.5.29.2. The creation, modification and deactivation of inmate accounts;
 - 8.5.29.3. The creation and modification of telephone numbers in the ITS including free telephone numbers;
 - 8.5.29.4. Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
 - 8.5.29.5. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - 8.5.29.6. Block/unblock telephone numbers without the assistance of Vendor; and
 - 8.5.29.7. Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted PIN, or a call made from a restricted telephone.
- 8.5.30. Vendor shall indicate whether the ITS has the capability to allow the County to create, view and track service tickets associated with the ITS or Facility. Provide screen shots of Vendor's ticketing system or comparable solution.
- 8.5.31. Vendor shall ensure continuous diagnostics and supervision for call processing and call recording. Vendor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc. Vendor shall provide detailed information on the frequency Vendor performs remote diagnostics and troubleshooting processes which shall include failure reports, alarms, service history and other steps taken.
- 8.5.32. The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones in each housing unit which are accessible to persons in wheelchairs, devices that are compatible with Telephone Devices for the Deaf (TDD), Videophones accessible to the hearing impaired, Relay Services, etc.
- 8.5.32.1. Vendor shall provide the number of Videophones, TDD telephones and ports specified in [Appendix A – Facility Specifications](#).
 - 8.5.32.2. Videophones and TDD telephones should be able to work with the inmate telephones at the Facility.
 - 8.5.32.3. Vendor must indicate how the Videophones and TDD telephones work with the proposed ITS.
 - 8.5.32.4. Vendor shall provide details on how the Videophone sessions and TDD calls can be recorded and monitored via the ITS.

- 8.5.32.5. Vendor shall provide details on how call controls configured in the ITS are preserved for calls placed via a relay service (e.g. blocked telephone numbers, etc.).
- 8.5.32.6. Vendor shall indicate whether Videophone sessions and TDD calls can be billed, whether by Vendor or the Relay Service. If so, Vendor shall provide detailed information on the billing process used and the corresponding rate/charge.
- 8.5.32.7. Should ADA requirements change, Vendor will comply with the new standards at no cost to the County.
- 8.5.33. The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
- 8.5.34. The ITS shall provide pro-bono calling services for ICE detainees housed at the Facility. Pro-bono calls shall be provided at no cost to the County and shall be completed as free calls to consulates, federal and state courts, and other telephone numbers specified by the County and/or ICE. Vendor shall accept the County's direction for how pro-bono calling services are configured via the ITS. It is understood and agreed that Vendor will not pay any commission on any ICE pro-bono calls.
- 8.5.35. Vendor shall be able to establish an informant line at no cost to the County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by the County. Vendor shall accept the County's direction for how the informant line is configured through the ITS.
- 8.5.36. Vendor shall work with the County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Vendor shall:
 - 8.5.36.1. Route free calls via the ITS to a destination provided and designated by the County which may be the same as that used for the County informant line.
 - 8.5.36.2. At no cost to the County, provide a telephone line to the County dedicated for PREA calls to which the calls will be routed as free.
 - 8.5.36.3. Vendor shall have the capability to allow the County to maintain the same telephone number currently in place at all Facilities and/or utilize any telephone number specified by the County

8.6. Security Features

- 8.6.1. The ITS shall prohibit:
 - 8.6.1.1. Direct-dialed calls of any type;
 - 8.6.1.2. Access to a live operator for any type of calls;
 - 8.6.1.3. Access to "411" information services;
 - 8.6.1.4. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
 - 8.6.1.5. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 8.6.2. The ITS shall prevent call collision or conference calling among telephone stations.
- 8.6.3. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). The County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
 - 8.6.3.1. At demarcation location;
 - 8.6.3.2. Central control; and
 - 8.6.3.3. By select housing units.
- 8.6.4. The ITS shall not accept any incoming calls. Vendor shall work with the LEC to ensure such control.
- 8.6.5. Vendor's customer service number shall be displayed on the called party's caller ID each time a call is placed from the Facility. Vendor shall provide detailed information on the process used to inform the called party what Facility each call is placed from.
- 8.6.6. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a

- correctional facility, extra digits were identified, the parties have been silent, etc. Vendor shall provide a list of the available pre-recorded announcements. Vendor shall describe its process for adjusting the duration of the call or excluding the pre-recorded announcements from the cost of a call.
- 8.6.7. The ITS, upon detection of a three-way call, forwarded call, conference call, etc. shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
- 8.6.7.1. Indicate whether the ITS plays a message to the inmate and/or the called party prior to terminating the call.
- 8.6.7.2. Specify the method used by Vendor to detect three-way calls, specifically if the called party is utilizing a cell phone to place the three-way call.
- 8.6.8. Indicate whether the ITS is capable of detecting and terminating Remote Call Forwarding (RCF) calls. If Vendor's ITS is unable to detect RCF, provide Vendor's policy relative to the detection of RCF calls.
- 8.6.9. The ITS shall allow the called party to block their telephone number during the call acceptance process.
- 8.6.10. As specified by the County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
- 8.6.11. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facility is specified in [Appendix A – Facility Specifications](#).

8.7. Personal Identification Number Application

- 8.7.1. The PIN application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
- 8.7.1.1. The capability to provide collect, pre-paid collect, debit, free and speed dial calling utilizing a PIN;
- 8.7.1.2. The capability to interface with the County's Jail Management System (JMS). The JMS provider is CTS America. The JMS contact is Don Newsome and his contact number is (850) 429-0082 Ext.111. It is the Vendor's responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Vendor will be able to meet the PIN requirements listed below with the initial implementation. Vendor shall state in its response whether it has established business arrangements and interfaces with SmartCop. The County shall not be responsible for paying any amount associated with the required interface. The following requirements will apply relative to the interface:
- 8.7.1.2.1. Real-time data transfer or near real-time interface with data transfers not to exceed every fifteen (15) minutes. At a minimum, the required data to be transferred is as follows:
- 8.7.1.2.1.1. Facility;
- 8.7.1.2.1.2. Permanent Inmate ID;
- 8.7.1.2.1.3. Inmate Booking Number;
- 8.7.1.2.1.4. Inmate PIN;
- 8.7.1.2.1.5. Inmate First and Last Name;
- 8.7.1.2.1.6. Inmate Housing Location; and
- 8.7.1.2.1.7. Inmate Custody Status (i.e. active/inactive, etc.)
- 8.7.1.3. The capability to receive, accept and apply or strip alphanumeric characters in an inmate's ID.
- 8.7.1.3.1. Should the County utilize a unique inmate identifier separate from the inmate's PIN and/or permanent ID associated with each inmate, Vendor shall have the capability to receive, accept, and store this unique inmate identifier to allow for

query within the ITS, to include but not be limited to inmate information, call recordings, and CDRs.

- 8.7.1.4. The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
 - 8.7.1.4.1. JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 - 8.7.1.4.2. JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and allows the inmate, via the ITS, to create the unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 - 8.7.1.4.3. JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
 - 8.7.1.4.4. JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
 - 8.7.1.4.5. The ITS, without an interface with the JMS, auto-generates the complete PIN; and
 - 8.7.1.4.6. The ITS accepts a manually entered PIN.
- 8.7.1.5. If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released, etc.).
- 8.7.1.6. The County currently utilizes a six (6) digit PIN assigned by the booking officer during the booking process.
- 8.7.1.7. The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Vendor.
- 8.7.1.8. PINs shall be required for booking/intake telephone(s).
- 8.7.1.9. Vendor shall indicate if the ITS is capable of allowing the inmate to modify or create a portion of the PIN (in combination with the inmate ID) upon the first phone call attempt through the ITS. Vendor shall provide details regarding its capability to accommodate this PIN generation method.
- 8.7.1.10. Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any inmate telephone located at the Facility.
- 8.7.1.11. The ITS shall be capable of limiting calls by PIN to designated group(s) of inmate telephones located at the Facility.
- 8.7.1.12. The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
- 8.7.2. The County does not require Personal Allowed Numbers (PAN) associated with each PIN at this time. However, the County may elect to implement the use of PANs at any time during the Agreement. Should PANs be required, the ITS shall have the capability to store a list of PANs associated with each PIN.
 - 8.7.2.1. PANs shall allow a set quantity of approved telephone numbers for each PIN.
 - 8.7.2.1.1. The quantity of approved telephone numbers within a PAN shall be configurable.
 - 8.7.2.1.2. Vendor shall indicate whether the quantity of approved telephone numbers within a PAN can be configured by PIN.
 - 8.7.2.2. Vendor shall indicate whether the proposed ITS is capable of documenting all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp, etc.).

- 8.7.2.3. ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.
- 8.7.2.4. Vendor shall indicate whether the ITS is capable of auto-enrolling PANs to avoid manual entry.
- 8.7.2.5. Vendor shall indicate whether the ITS can accommodate a specific timeframe (e.g. quarterly, monthly, every 120 days, etc.) for allowing PAN updates/changes.
- 8.7.2.6. Vendor shall indicate whether the ITS can accommodate the implementation of PANs for specific inmates while not affecting other inmates.

8.8. Monitoring and Recording Requirements

- 8.8.1. The ITS shall be capable of monitoring and recording all inmate telephone calls/conversations from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client privilege. The ITS shall be able to exclude restricted or privileged calls and clearly designate non-recorded calls within the ITS user application.
- 8.8.2. The ITS recording and playback features shall not require the County to compromise or reduce the security and performance of the County network.
- 8.8.3. The ITS shall have a configurable permissions module to allow the County administrative staff to grant permissions to specific users based on the user's role and responsibilities.
- 8.8.4. The ITS shall allow designated users at the Facility to play back a recorded call or a call in progress (e.g. live monitoring) via the ITS user application.
- 8.8.5. The ITS shall be capable of recording calls in a manner allowing designated users to isolate the inmate or the called party side of the recording for playback.
- 8.8.6. The ITS shall provide simultaneous playback and continuous recording of calls.
- 8.8.7. Live monitoring shall allow the County to view, at a minimum, the following information in chronological order. Vendor shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused while listening.
 - 8.8.7.1. Call Start Time;
 - 8.8.7.2. Facility;
 - 8.8.7.3. Phone Location Name;
 - 8.8.7.4. Inmate Name;
 - 8.8.7.5. Inmate PIN;
 - 8.8.7.6. Called Number;
 - 8.8.7.7. Called City, State;
 - 8.8.7.8. Call Type;
 - 8.8.7.9. Bill Type;
 - 8.8.7.10. Call Status; and
 - 8.8.7.11. Duration.
- 8.8.8. All CDRs, including all attempted and completed calls, shall be stored online for the life of the Agreement and offline for a minimum period of two (2) years following the expiration or termination of the Agreement and any Addenda and/or Amendments.
 - 8.8.8.1. Vendor shall pay the County liquidated damages in the amount of five hundred dollars (\$500.00) per each instance wherein Vendor is unable to produce CDRs throughout the term of the Agreement and for a minimum of seven (7) years following the expiration of the Agreement. The County agrees to notify Vendor of such instances and provide up to seven (7) days per instance for Vendor to produce the CDRs. Vendor shall be notified of the total amount due via written notice from the County. The County will invoice Vendor and payment shall be due within thirty (30) days of Vendor's receipt of invoice.

- 8.8.8.2. Vendor's proposed offline storage process shall be implemented in addition to the CDR transition process outlined in [Section 8.4 – Transition](#).
- 8.8.9. All call recordings shall be stored online for the life of the Agreement and offline for a minimum period of two (2) years following the expiration or termination of the Agreement and any Addenda and/or Amendments.
- 8.8.9.1. Vendor shall provide detailed information of its offline storage process. Vendor's proposed offline storage process shall be implemented in addition to the call recording process outlined in [Section 8.4 – Transition](#).
- 8.8.9.2. Vendor shall provide a detailed description of its proposed method for storing call recordings, to include information on Vendor's data redundancy practices.
- 8.8.9.3. Vendor shall provide detailed information on how the ITS maintains the security, integrity, and reliability of the stored call recordings to prevent sound distortion, deletion, alteration, or manipulation of the recordings.
- 8.8.9.4. Vendor shall pay the County liquidated damages in the amount of five hundred dollars (\$500.00) per each instance wherein Vendor is unable to produce one or more call recording(s) and/or visitation session(s) during the two (2) years following the expiration of the Agreement or termination of the Agreement and any Addenda and/or Amendments. The County agrees to notify Vendor of such instances and provide up to seven (7) days per instance for Vendor to produce the call recording(s). Vendor shall be notified of the total amount due via written notice from the County. The County will invoice Vendor and payment shall be due within thirty (30) days of Vendor's receipt of invoice.
- 8.8.10. Vendor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to County throughout the life of the Agreement.
- 8.8.11. Vendor shall pay the County liquidated damages in the amount of one thousand dollars (\$1,000.00) per each instance wherein the County suffers one or more lost, unrecoverable or un-useable recording(s). The County agrees to notify Vendor of such instances and provide up to seven (7) days per instance for Vendor to produce the call recordings. Vendor shall be notified of the total amount due via written notice from the County. The County will invoice Vendor and payment shall be due within thirty (30) days of Vendor's receipt of invoice.
- 8.8.12. The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination. Vendor shall include detailed information on the ITS alert application and it shall include, at a minimum, the types of alerts available (cell phone, SMS text, email, etc.), and whether a security PIN for accessing the live call is required.
- 8.8.13. The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording. Vendor shall provide a detailed description of the process for transferring/copying/exporting recordings.
- 8.8.14. The ITS shall be capable of emailing and copying recorded calls onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
- 8.8.14.1. Provide a listing of any other file types allowed by the ITS.
- 8.8.14.2. Indicate whether the copying/burning process is built into the ITS user application or whether the ITS uses an external application/software.
- 8.8.14.3. If Vendor proposes a centralized ITS solution, provide information on its capability to accommodate onsite storage of call recordings.

8.9. Pre-Paid / Debit Application

- 8.9.1. Vendor shall describe all of the types of payment options, beyond collect call billing, that are available to called parties and/or inmates. (e.g., pre-paid collect, debit, etc.)
 - 8.9.1.1. Provide a detailed description of all pre-payment/deposit methods available to the called party (e.g. Visa, Master Card, debit card, money order and etc.)
 - 8.9.1.2. Vendor shall specify the amount of the fees (including those from third parties) associated with the payment options (e.g. transaction disclose fee, refund fee, etc.) in Option #2 of [Appendix B – Calling Rates and Commissions.](#)
 - 8.9.1.2.1. Vendor shall describe its process for applying a fee amount in the event the called party is receiving calls from multiple facilities in addition to calls from the County’s Facility.
- 8.9.2. The pre-paid and/or debit application shall work with the ITS. Indicate whether the pre-paid/debit application is part of the ITS or whether an external platform is utilized for the provision of pre-paid/debit calling.
- 8.9.3. The pre-paid application shall allow for pre-payment to a specific telephone number and the debit application shall allow for pre-payment to a specific inmate account by an inmate or an inmate’s friends or family members. Vendor shall describe its pre-payment process.
- 8.9.4. The debit application shall have the capability to allow inmates to purchase debit via the ITS at a frequency and at an increment approved by the County.
- 8.9.5. The ITS shall provide the inmate with the balance of the debit account at the time of the call.
- 8.9.6. The ITS shall provide the called party with the balance of their pre-paid account at the time of the call.
- 8.9.7. The pre-paid and/or debit application shall allow international calls.
- 8.9.8. The ITS shall be capable of interfacing with the current commissary or JMS provider for ease of transferring money from the inmate’s trust fund/commissary account to the ITS debit account as well as refunding any unused funds to the trust fund account upon the inmate’s release. The current commissary provider is Keefe. The commissary contact name is Ryan Hockett; his contact number is (904) 741-6776 and his email address is rhockett@keefegroup.com. Vendor shall state in its response whether it has an established business arrangement and interface with Keefe and SmartCop. It is Vendor’s responsibility to initiate and establish a business relationship and necessary interfaces with Keefe and SmartCop. The County shall not be responsible for paying any amounts associated with the required interfaces.
- 8.9.9. Vendor shall describe its process for accommodating real-time refunds associated with debit accounts.
 - 8.9.9.1. The debit application shall have the capability to terminate a debit account and issue a real-time refund of any unused debit funds from the ITS account to the inmate’s trust account, at no additional cost, and at the time the inmate is released/transferred from the Facility.
 - 8.9.9.2. Vendor shall refund any unused pre-paid funds upon called party request and/or in the event the pre-paid account becomes inactive and/or dormant/expires.
- 8.9.10. Vendor shall specify the timeframe for a pre-paid account to become dormant/expire. If applicable, Vendor shall state whether the timeframe is configurable.
 - 8.9.10.1. The County requires Vendor to issue refunds to called parties or inmates for any pre-paid funds remaining in the pre-paid account upon the called party’s or inmate’s request whether the account is active or inactive. Should an account be deactivated by Vendor and the called party requests to reactivate the account and receive calls from the Facility, the funds shall be made available to the called party by Vendor. No fees shall be charged to the called party or inmate for refunds or reactivation of funds associated with a pre-paid account.
 - 8.9.10.2. Vendor shall provide an explanation should it propose an alternative process for how remaining dormant/expired pre-paid funds are handled.

- 8.9.11. If the called party's or inmate's pre-paid account balance is sufficient to cover a one (1) minute call from the Facility (based on the telephone number dialed), Vendor shall allow the completion of the call.
- 8.9.12. Vendor shall describe in detail what happens when an inmate attempts a call to a pre-paid collect account or from a debit account that has insufficient funds.
- 8.9.13. Vendor shall supply, at the County's request, signage, brochures, flyers regarding the ITS and/or Vendor's pre-paid and debit programs at no cost to the County.

8.10. Security

- 8.10.1. All Vendor employees shall obtain, at Vendor's cost, the appropriate personnel background security clearance prior to arrival at the Facility. All Vendor employees will comply with the County's policies and procedures. Entry to the Facility is subject to the approval of the County.

8.11. Training

- 8.11.1. Vendor shall provide onsite training to the County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the County. Training manuals shall be provided to the County's staff at all training meetings and will become the property of the County.
- 8.11.2. When requested by the County, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS.
- 8.11.3. Vendor will also provide full documentation for all of the ITS features and documentation for any and all additional technology features that result from this RFP and Agreement.

8.12. Workstations

- 8.12.1. Vendor shall provide the County with the quantity of workstations required by the County as outlined in [Appendix A – Facility Specifications](#), working real-time with the ITS, for such monitoring, recording and reporting. Each workstation shall include a CD/DVD burner, two (2) flat screen monitors, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and ink, a licensed copy of Microsoft Office (or equivalent), and a minimum of Windows 7 Operating System. In addition to Vendor-provided workstations, and at the request of the County, Vendor shall provide remote access to the ITS at no cost to the County.
 - 8.12.1.1. Vendor shall provide a detailed description, as well as network requirements, for how real-time, anywhere, anytime access to the ITS user application shall be accomplished at no cost to the County.
 - 8.12.1.2. The provision of remote access shall allow the County the same features and functionalities, permitted by the user's level of access, available on Vendor-provided workstations.
 - 8.12.1.2.1. Vendor shall specify whether the ITS user application is available on mobile devices.
 - 8.12.1.2.2. Vendor shall specify whether the ITS user application is accessible across multiple browsers. Provide a listing of each compatible browser as well as required version.
 - 8.12.1.3. For the term of the Agreement, the County shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.

8.13. Upgrades and Performance Process

- 8.13.1. Vendor shall provide the County with written notice, including detailed information, of any new ITS software upgrades or features, within thirty (30) days of the introduction of the new software or features into the industry.
- 8.13.2. Vendor shall adhere to the following performance process when upgrading the ITS, software, equipment, or performing any changes to the ITS at the Facility. Any deviation from this process may result in

- liquidated damages incurred by Vendor. Such liquidated damages will be equal to five hundred dollars (\$500.00) per occurrence. Vendor shall be notified of the total amount due via written notice from the County. The County will invoice Vendor and payment shall be due within thirty (30) days of Vendor's receipt of invoice.
- 8.13.3. Vendor shall perform extensive testing on all system changes or upgrades prior to introducing them to the County. At a minimum, this shall include the following:
 - 8.13.3.1. Extensive testing on a system identical to the ITS at the Facility;
 - 8.13.3.2. Circuit testing;
 - 8.13.3.3. Configuration / setting preservation testing;
 - 8.13.3.4. Interface(s);
 - 8.13.3.5. Remote access functionality;
 - 8.13.3.6. Call processing;
 - 8.13.3.7. International calling; and
 - 8.13.3.8. Debit/pre-paid card calling.
 - 8.13.4. Vendor shall receive written permission from the County, before scheduling or proceeding with any functionality changes to the ITS at the Facility, especially if the changes will cause an interruption in service.
 - 8.13.5. Vendor shall specifically address compatibility issues related to business standards and system integration for the County prior to proceeding or scheduling with any ITS changes.
 - 8.13.6. Vendor shall provide the County with written details regarding any change to voice prompts or dialing procedures.
 - 8.13.7. The County, at its option, shall have a minimum of two (2) weeks to notify inmates at the Facility of any ITS changes that affect the inmates.
 - 8.13.8. Vendor shall work with the Facility to schedule changes and/or upgrades during a time when the telephones are not being used regularly by the inmates. Vendor shall coordinate a convenient time and day with the County to implement the changes or upgrades to the ITS to avoid an interruption in service.
 - 8.13.9. Vendor shall coordinate the presence of a technician at the Facility on the day of implementation to place test calls and ensure the ITS is functioning properly.
 - 8.13.10. All said changes shall be made by Vendor at no cost to the County.

8.14. Kiosks

- 8.14.1. Contractor shall provide the County with two (2) lobby and one (1) booking kiosks at no cost to the County. Upon implementation of the lobby kiosks, Contractor's proposed services shall include, but not be limited to: deposits into a called party's pre-paid account and/or an inmate's trust, commissary, and/or debit account from the lobby kiosks using cash or credit/debit card. Upon implementation of the booking kiosks, Contractor's proposed services shall include, but not be limited to: deposits into an inmate's trust account from the booking kiosks using cash, coins, or credit/debit card. Vendor should provide an overview of this technology to include:
 - 8.14.1.1. Detailed information on the functionalities of the booking and lobby kiosks as well as a complete description of the features and applications proposed.
 - 8.14.1.2. Any required integration. The County will not be responsible for any cost associated with an interface if one is required to implement any of the technologies proposed on the booking and lobby kiosks.
 - 8.14.1.3. Contractor must provide two (2) references for clients where booking and lobby kiosks have been implemented for at least six (6) months.

- 8.14.2. Vendor must agree to charge the funding fee for deposits to lobby and booking kiosks as detailed in Option #1 of [Appendix B – Calling Rates and Commissions](#).
- 8.14.2.1. Vendor may propose an alternative funding fee structure for lobby and booking kiosks in Option #2 of [Appendix B – Calling Rates and Commissions](#).

8.15. Additional Technology

- 8.15.1. The County is interested in implementing video visitation at no cost to the County to include, but not be limited to, any required cabling, equipment, installation, monitoring, and/or maintenance costs. Video Visitation would include both onsite and remote visits.
 - 8.15.1.1. Vendor shall provide an overview of this technology describing the service in full, including but not limited to, the following:
 - 8.15.1.1.1. Physical description and photos of the equipment and any applicable environmental requirements;
 - 8.15.1.1.2. Registration and scheduling process for visitors for both onsite and remote video visitation sessions;
 - 8.15.1.1.3. Computer requirements for remote visitors (software, hardware specifications, etc.);
 - 8.15.1.1.4. Payment options available to the general public for funding video visitation sessions;
 - 8.15.1.1.5. Monitoring and recording capabilities for investigative purposes;
 - 8.15.1.1.6. Video storage, copying and features to ensure the integrity of recorded sessions;
 - 8.15.1.1.7. Control features available to the County for managing the scheduling and completion of video visitation sessions; and
 - 8.15.1.1.8. Required integration with the JMS. The County will not be responsible for any cost associated with an interface if one is required to implement the video visitation solution.
 - 8.15.1.2. Vendor must provide two (2) references of Facilities where this feature has been implemented for at least six (6) months.
 - 8.15.1.3. Specify any fees or charges applicable to inmates/visitors, including the per-minute or per-session fee or charge and method of compensation to the County in [Appendix B – Calling Rates and Commissions](#).
- 8.15.2. The County is interested in obtaining a correctional grade tablet solution for use by the inmates and for the purposes of education and entertainment.
 - 8.15.2.1. Vendor shall indicate how its proposed solution has the capability to meet each of the following requirements:
 - 8.15.2.1.1. The tablet solution shall integrate with the County’s ITS and/or JMS.
 - 8.15.2.1.2. The technology shall require the use of an inmate PIN or any other unique inmate identifier to sign in and/or complete actions.
 - 8.15.2.1.3. The tablet solution shall comply with the compensation and reporting requirements outlined in [Section 7.5 – Compensation, Payment, and Reporting](#).
 - 8.15.2.1.4. Any applications must be approved by the County prior to implementation for inmate use.
 - 8.15.2.2. Vendor shall also provide detailed information regarding the following features and functionalities of its proposed tablet solution:

- 8.15.2.2.1. Functions and security features that make the tablet(s) and associated software suitable for use in a correctional environment;
 - 8.15.2.2.2. Secure connectivity of its proposed solution;
 - 8.15.2.2.3. Network configuration, including details surrounding any wireless components, and security features that prevent the inmate from accessing Vendor's network;
 - 8.15.2.2.4. Live monitoring capabilities;
 - 8.15.2.2.5. Investigative reporting; and
 - 8.15.2.2.6. Charging and repair/replacement procedures.
- 8.15.2.3. Vendor shall also provide information on any additional features of its proposed tablet solution that may be of interest to the County including, but not limited to, completion of inmate telephone calls, accessible applications, and any other functions/features for inmates.
- 8.15.2.4. Vendor must provide two (2) references of Facilities where this technology has been implemented for at least six (6) months.
- 8.15.2.5. Specify any fees or charges applicable to inmates/end-users as well as the method of compensation to the County for any revenue generated by and through its proposed tablet solution in [Appendix B – Calling Rates and Commissions](#).
- 8.15.3. The County is interested in an automated inmate information system solution for the County to provide automatic access of inmate information via phone. Vendor must provide an overview of the automated inmate information system solution specifying whether the technology is capable of providing general information, via an automated service, pertaining to an inmate's status within the Facility and indicating whether the technology utilizes voice recognition.
- 8.15.3.1. Vendor shall include details on whether the technology is accessible by both the inmate and friends/family members as well as specifics regarding the information provided through the technology (e.g. court date, bail bond amount, release dates and etc.).
 - 8.15.3.2. The application shall have the capability to interface with the County's JMS.
 - 8.15.3.3. Vendor must provide two (2) references of Facilities where this technology has been implemented for at least six (6) months.
 - 8.15.3.4. Specify any fees or charges associated with this technology in [Appendix B – Calling Rates and Commissions](#). The County will not be responsible for any cost associated with an interface if one is required to implement the automated information technology.
- 8.15.4. The County is interested in implementing cell phone detection technology at its Facility at no cost to the County. Vendor must provide an overview of both mobile and stationary cell phone detection technology.
- 8.15.4.1. Vendor must provide two (2) references of Facilities where this technology has been implemented for at least six (6) months.
- 8.15.5. The County is interested in implementing automated voicemail messaging via the ITS at no cost to the County. The County prefers to have only incoming voicemail to the inmates. Vendor shall provide an overview of this technology specifying whether the ITS is capable of recording and storing all messages;
- 8.15.5.1. Vendor must provide two (2) references of Facilities where this feature has been implemented for at least six (6) months.
 - 8.15.5.2. Specify any fees or charges to the called party per voicemail and method of compensation to the County in [Appendix B – Calling Rates and Commissions](#).
- 8.15.6. The County is also interested in implementing internal automated voicemail messaging via the ITS at no cost to the County. This voicemail messaging would be available to the inmates to file grievances, request medical/dental, submit PREA or crime tips, or file telephone complaints. The internal voicemail feature

should allow Facility staff to voicemail a message to an inmate, a group of inmates, or the whole Facility as a message of the day.

- 8.15.6.1. Vendor shall provide an overview of this technology which shall specify:
 - 8.15.6.1.1. Whether the ITS is capable of recording and storing all messages;
 - 8.15.6.1.2. The security measures for the voice mailbox so that only authorized personnel are able to listen to the messages.
- 8.15.6.2. Vendor must provide two (2) references of Facilities where this feature has been implemented for at least six (6) months.
- 8.15.7. The County is interested in implementing commissary ordering via the ITS at no cost to the County. Vendor must provide an overview of this technology which shall include details on the process for selecting and ordering commissary items. The current Commissary provider is Keefe.
 - 8.15.7.1. Vendor must provide two (2) references of Facilities where this technology has been implemented for at least six (6) months.
 - 8.15.7.2. Specify any fees or charges associated with this technology in [Appendix B – Calling Rates and Commissions](#). The County will not be responsible for any cost associated with an interface if one is required to implement commissary ordering.
- 8.15.8. The County is interested in voice biometric technology. Vendor should provide an overview of the technology, detail the enrollment process and indicate whether the technology performs an initial verification and/or continuous verification of the inmate’s voice. This feature must be an integrated part of the ITS and must include analytical tools and reporting. The County will not be a “beta test site” for unproven technology.
 - 8.15.8.1. Vendor must provide two (2) references of Facilities where this technology has been implemented for at least six (6) months.
 - 8.15.8.2. Specify any fees or charges associated with this technology in [Appendix B – Calling Rates and Commissions](#).
- 8.15.9. Vendor shall provide information on any additional technology or optional features that may be of interest to the County. Provide detailed information on the functionalities of each as well as a complete description of the features and applications proposed.
 - 8.15.9.1. Detail any cost and/or method of compensation to the County associated with the additional technology or optional features offered/proposed in [Appendix B – Rates and Commissions](#).

9. APPENDIX A – FACILITY SPECIFICATIONS

Etowah County Detention Center
 827 Forrest Avenue
 Gadsden, AL 35901

Etowah County Detention Center is a multi-unit facility housing both male and female inmates. Approximately 60% of the population are County inmates and 40% are ICE detainees. The Facility houses maximum, medium, and minimum security inmates across a total of ten (10) housing units, each of which has a recreation yard directly adjacent to it; two (2) housing units are currently dedicated to housing ICE detainees. The minimum and medium custody housing units are direct supervision, whereas Facility personnel in the maximum security housing units are separated from inmates by security glass.

Facility Specifications	
ADP	740
Number of Beds	865
Call Time Limit	20 Minutes
Hours of Availability for Inmate Telephones	24/7
Number of Inmate Telephones Required	69
Required Telephone Cord Length (Inmate Telephone)	18”
Number of Privacy Partitions Required (18” Depth)	18
Wall-Mounted Hands-Free Telephones Required	8
Portable/Cart Phones Required	2
Required Telephone Cord Length (Portable/Cart Phones)	18”
Required Extension Cord Length (Portable/Cart Phones)	50”
Cordless Phones Required (Booking and Medical)	2
TDD Units Required	2
Videophone Units Required	0
Workstations Required	2

**Average Monthly Statistics Based on 12 Months of Data
(January 2015 - December 2015)**

Call Type	Collect		Pre-Paid Collect		Debit	
	Calls	Minutes	Calls	Minutes	Calls	Minutes
Local	132	1,027	1,935	20,571	3,684	34,995
Intralata/Intrastate	44	342	769	6,842	1,115	8,330
Interlata/Intrastate	2	7	111	1,031	114	948
Interlata/Interstate	28	198	793	9,660	1,367	16,872
International	0	0	0	0	110	1,534

**Average Monthly Statistics Based on 6 Months of Data
(Alabama PSC - Mandated Rates, July 2015 - December 2015)**

Call Type	Collect		Pre-Paid Collect		Debit	
	Calls	Minutes	Calls	Minutes	Calls	Minutes
Local	123	880	1,783	15,534	4,050	28,416
Intralata/Intrastate	39	332	931	8,047	1,558	10,792
Interlata/Intrastate	1	7	130	1,171	163	1,250
Interlata/Interstate	24	150	760	9,540	1,456	17,829
International	0	0	0	0	131	1,851

*Calling rates compliant with the Alabama PSC "Further Order Adopting Revised Inmate Telephone Service Rules" were implemented on July 1, 2015 and are reflected in the table below.

CURRENT CALLING RATES – FOR INFORMATIONAL PURPOSES ONLY

Call Type	Collect		Pre-Paid Collect		Debit	
	Surcharge	Per Minute	Surcharge	Per Minute	Surcharge	Per Minute
Local	\$0.00	\$0.30	\$0.00	\$0.30	\$0.00	\$0.30
Intralata/Intrastate	\$0.00	\$0.30	\$0.00	\$0.30	\$0.00	\$0.30
Interlata/Intrastate	\$0.00	\$0.30	\$0.00	\$0.30	\$0.00	\$0.30
	First 15 Minutes	Each Additional Minute	First 15 Minutes	Each Additional Minute	First 15 Minutes	Each Additional Minute
Interlata/Interstate	\$3.75	\$0.25	\$3.15	\$0.21	\$3.15	\$0.21

10. APPENDIX B –CALLING RATES AND COMMISSIONS

Vendor shall provide a proposal for the Facility based on the required calling rates and approved fees listed below as **Option #1**. Vendor may provide an additional proposal based on alternative, lower calling rates and fees as **Option #2**. County requires a postalized calling rate structure as well as International calling rates for pre-paid and/or debit calls. Vendor must also disclose the amount of the Pre-Paid Account Fee (as defined in [Section 7.5 – Compensation, Payment and Reporting](#), Item 7.5.5.1) imposed on called parties by any third party provider(s) with whom Vendor contracts to fund pre-paid collect accounts; no mark-up of such third party fees will be allowed.

In **Option #2**, Vendor must detail all charges and fees that will be assessed for all collect, pre-paid and debit inmate telephone calls including set up fees, funding fees and refund fees associated with pre-paid accounts. Vendor may attach additional tables if Vendor chooses to provide more than two (2) proposals and calling rate options past those supplied below.

Failure to complete **Appendix B** may cause Vendor’s proposal to be rejected.

[THIS SECTION INTENTIONALLY LEFT BLANK.]

OPTION #1 – COUNTY-REQUIRED CALLING RATES AND FEES

Calling Rates				Proposed ITS Commission Rate (%)
Call Type	Collect	Pre-Paid Collect	Debit	
	Per Minute Rate	Per Minute Rate	Per Minute Rate	
Local	\$0.16	\$0.16	\$0.16	
Intralata/Intrastate	\$0.16	\$0.16	\$0.16	
Interlata/Intrastate	\$0.16	\$0.16	\$0.16	
Interlata/Interstate	\$0.16	\$0.16	\$0.16	
Domestic International (US Territories Only)	\$0.16	\$0.16	\$0.16	
Domestic International (Excluding US Territories)	\$0.16	\$0.16	\$0.16	
International	N/A	N/A	\$0.75	

Public Pay Telephone Calling Rates	
Call Type	Amount
Local	\$0.50 per 15-minutes
Long Distance	\$0.21/minute

Charges/Fees	
Approved Charge/Fee Name	Amount
Pre-Paid Account Fee as defined in Section 7.5 – Compensation, Payment and Reporting , Item 7.5.5.1 (IVR and web):	\$3.00
Pre-Paid Account Fee as defined in Section 7.5 – Compensation, Payment and Reporting , Item 7.5.5.1 (Live Operator):	\$5.95
Pre-Paid Account Fee as defined in Section 7.5 – Compensation, Payment and Reporting , Item 7.5.5.1 (Cash and Check):	\$0.00
Pre-Paid Funding Fee as defined in Section 7.5 – Compensation, Payment and Reporting , Item 7.5.5.1 (Third Party):	No Markup – Bidder to Disclose Fees
MoneyGram:	\$
Western Union:	\$
Other Third Party:	\$
Federal Universal Service Fund Fee:	18.2% (varies quarterly)
Applicable Required Taxes:	Varies (Pass-Through/No Markup)
All Other Fees:	Not Allowed

Kiosk Services		
Kiosk Type	Charge/Fee Description	Amount
Lobby Kiosk	Pre-Paid Funding Fee	\$
Lobby Kiosk	Commissary, Debit or Inmate Trust Funding Fee	\$
Booking/Intake Kiosk	Commissary, Debit or Inmate Trust Funding Fee	\$

Financial Incentive*:	\$
Minimum Quarterly Guarantee:	\$

*Proposed amount shall be in addition to the required Financial Incentive of \$130,000.00 as specified in Section 7.5.9.

OPTION #2 – VENDOR-PROPOSED CALLING RATES AND FEES

Calling Rates				Proposed ITS Commission Rate (%)
Call Type	Collect	Pre-Paid Collect	Debit	
	Per Minute Rate	Per Minute Rate	Per Minute Rate	
Local				
Intralata/Intrastate				
Interlata/Intrastate				
Interlata/Interstate				
Domestic International (US Territories Only)				
Domestic International (Excluding US Territories)				
International				

Public Pay Telephone Calling Rates	
Call Type	Amount
Local	
Long Distance	

Charges/Fees	
Charge/Fee Name	Amount
Pre-Paid Account Fee as defined in Section 7.5 – Compensation, Payment and Reporting , Item 7.5.5.1 (IVR and web):	\$
Pre-Paid Account Fee as defined in Section 7.5 – Compensation, Payment and Reporting , Item 7.5.5.1 (Live Operator):	\$
Pre-Paid Account Fee as defined in Section 7.5 – Compensation, Payment and Reporting , Item 7.5.5.1 (Cash and Check):	\$
Pre-Paid Funding Fee as defined in Section 7.5 – Compensation, Payment and Reporting , Item 7.5.5.1 (Third Party):	No Markup – Bidder to Disclose Fees
MoneyGram:	\$
Western Union:	\$
Other Third Party:	\$
	\$
	\$

Kiosk Services		
Kiosk Type	Charge/Fee Description	Amount
Lobby Kiosk	Pre-Paid Funding Fee	\$3.00
Lobby Kiosk	Commissary, Debit or Inmate Trust Funding Fee	\$3.00
Booking/Intake Kiosk	Commissary, Debit or Inmate Trust Funding Fee	\$0.00

Financial Incentive*:	
Minimum Quarterly Guarantee:	

*Proposed amount shall be in addition to the required Financial Incentive of \$130,000.00 as specified in Section 7.5.9.

Appendix B Continued

ADDITIONAL TECHNOLOGY CHARGES/FEEES AND COMPENSATION

Video Visitation		
Charge/Fee Name	Charge/Fee Description	Amount
Method of Compensation:		

Tablets		
Charge/Fee Name	Charge/Fee Description	Amount
Method of Compensation:		

Automated Inmate Information System		
Charge/Fee Name	Charge/Fee Description	Amount

Inmate Voicemail (Inbound Only)		
Charge/Fee Name	Charge/Fee Description	Amount
Method of Compensation:		

Commissary Ordering via the ITS		
Charge/Fee Name	Charge/Fee Description	Amount

Voice Biometrics		
Charge/Fee Name	Charge/Fee Description	Amount

Any Additional Technology/Optional Feature		
Charge/Fee Name	Charge/Fee Description	Amount
Method of Compensation:		

FAILURE TO SIGN BELOW WILL DISQUALIFY VENDOR'S PROPOSAL

To the best of my knowledge and belief, the information presented in this proposal is true and complete. I further acknowledge a continuing obligation to update the proposal if material discrepancies are discovered. Failure to do so may result in this proposal being disqualified from further consideration.

VENDOR NAME: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

DATE: _____

11. APPENDIX C –SITE EVALUATION REGISTRATION FORM

The site evaluation registration form must be completed and returned to the RFP contact specified in [Section 2.6 – Questions or Comments](#) on or before the date specified in the Schedule of Events.

Provide the following information for the Vendor Representative(s) that will be attending the site evaluation which will be held on the date specified in the Schedule of Events. The Facility will provide an escort.

Vendor Name:	_____
Address:	_____ _____
Main Contact Phone Number:	_____

Attendee Name:	_____
Attendee Title:	_____
Attendee Office Contact Number:	_____
Attendee Mobile Contact Number:	_____
Attendee Email Address:	_____

Attendee Name:	_____
Attendee Title:	_____
Attendee Office Contact Number:	_____
Attendee Mobile Contact Number:	_____
Attendee Email Address:	_____

12. APPENDIX D –EXCEPTIONS

All of the County RFP requirements by section, subsection or numbered item for which Vendor has stated **“Read and do not comply”** are considered exceptions and must be documented in this form. Vendor may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Vendor should write “No Exceptions” under the Requirement(s) Section Number and Text for Exception Number 1.

Exception Number	RFP Requirement(s) Section Number and Text	Describe the Nature of the Exception and Explain How Vendor’s Response Still Meets the RFP Requirements
1		
2		
3		
4		
5		

13. APPENDIX E – RECEIPT OF ADDENDA

COUNTY ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Vendor is required to complete and return this form with the proposal response. Attach a copy of each Addenda, if any, to this appendix. Vendor responses must include any and all requirements found in the issued addenda. The County may deem Vendor Proposal as non-compliant and subject to disqualification if signed Receipt of Addenda is not included in the proposal package.

VENDOR IS REQUIRED TO COMPLETE AND RETURN FORM WITH PROPOSAL REGARDLESS OF WHETHER ADDENDA WERE ISSUED.

A. Vendor hereby acknowledges receipt of the following Addenda. By indicating date of receipt, Vendor acknowledges its response takes into account the provisions of the Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OR:

B. Vendor acknowledges to the best of his/her knowledge no addenda have been issued by the County.

If No Addenda Issued, Check Here _____ Date _____ Initials _____

Signature of Authorized Representative

Typed Name and Position

14. APPENDIX F – PREFERRED RESUME FORMAT

Name and Position Company of Employment	
Education:	
Qualifications:	
Certifications:	
Total Years of Related Work Experience:	
Time to Devoted to Work Under this Agreement:	
Related Past Performance 1 : Project:	
Contact:	
Related Past Performance 2 : Project:	
Contact:	
Recent Relevant Experience: (Begin Date to Current Date, Company Name, Position Held and Summation of Duties):	