



# SHAWNEE COUNTY

## REQUEST FOR PROPOSAL (RFP)

Quotation Number: 005-24

Date Issued: 02-16-2024

Closing Date: 04-26-2024 2:00pm

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

---

### THIS IS NOT AN ORDER

---

1. In communications, always refer to the above quotation number.
2. All prices and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
3. Shawnee County reserve the right to accept or reject any part of, or all of, any bid or proposal.
4. All prices quoted are to be less Federal Excise Tax and Kansas Sales Tax.
5. Price quoted shall remain firm for 152 (one hundred and fifty-two) days after bid closing date.

#### **\*SHAWNEE COUNTY HAS AN ELECTRONIC BID SYSTEM\***

All vendors are required to create an online portal account ([www.snco.us/purchasing](http://www.snco.us/purchasing)) in order to receive or submit bid requests.

---

### **ITEM AND DESCRIPTION**

The Shawnee County Department of Corrections is soliciting sealed bids for a comprehensive and interactive inmate communications system for the adult and juvenile detention center operations, 501 SE 8<sup>th</sup> Ave., per the following minimum requirements.

### **PRE-BID MEETING**

A **MANDATORY** pre-bid meeting and on-site inspection is being held as part of the RFQ process. The meeting will be held on:

**Wednesday, March 6, 2024, at 9:30 a.m.**  
at the Shawnee County Department of Corrections,  
Juvenile Detention Center, Training Room  
401 SE 8<sup>th</sup> Street  
Topeka, KS 66607

### **1. INTRODUCTION**

- 1.1 The Shawnee County Department of Corrections (SND OC) is requesting proposals for the provision of a comprehensive and interactive inmate communications management system (System) within the department's two facilities: The Adult Detention Center (ADC), which

includes the Corrections Annex, and Juvenile Detention Center (JDC). The agreement will cover (at a minimum) hardware, software, recording, storage, and retrieval systems, including ongoing technical maintenance and support of the installed System. The initial term of the agreement will be five years. The department reserves the right to extend the contract without bid on a year-to-year or other basis thereafter, as agreed between the parties.

## 1.2 Agency History and Description:

The SNDOC was established in 1980 at which time all county-managed correctional facilities that were previously operating as separate agencies were consolidated into one department. This consisted of the Adult Detention Center (ADC), the Juvenile Detention Center (JDC) an Adult Work Release Center, and Community Corrections offices. These facilities were located at separate sites in the county. In 1987, a new ADC was constructed. Later the work release center was incorporated into the ADC.

In 1998, further construction took place to expand the ADC and to build the JDC adjoining to the ADC. This construction project resulted in having the ADC and the JDC at one centralized location with the sharing of administrative, food service, maintenance and other support services. The Work Release operation was discontinued and the Community Corrections operation remained in a separate location.

In 2009, new construction was completed forming the SNDOC Annex. Inmates assigned to the Annex are work release inmates, community work crews, and other minimum security population inmates previously housed within the ADC. The use of the Annex has modified over the years to accommodate the shift in inmate classification levels.

The Adult Detention Center currently has a capacity of 707 inmates distributed through 14 housing modules in the main facility and 200 in the two Annex housing units. The facility houses both adult male and female inmates. The average daily population of the ADC in 2021 was 538, in 2022 it was 597, and in 2023 it was 567. Approximately 11,500 inmates per year are processed though the ADC. The population is comprised of inmates who have been arrested for violation of city, state and/or federal laws. Inmates may be pending further court action, serving a sentence, or waiting commitment to a state or federal correctional facility. The ADC also houses inmates waiting transportation from Immigration and Customs Enforcement.

The Juvenile Detention Center has a maximum capacity of 70 serving both male and female inmates. The average daily population of the JDC in 2021 was 24, in 2022 it was 26, and in 2023 it was 31. The facility has four (4) housing modules with one module assigned for female inmates. In 2021, there were 306 juveniles processed through the JDC, in 2022 there were 304, and in 2023 there were 341. Inmates remain at the facility pending court action or waiting placement to a community-based residential facility or state juvenile correctional facility. In 2016 state law was modified to prohibit detention of juveniles for welfare-related or “status” offenses, so the population levels dropped significantly. However, in 2023 state law was again modified in a manner that may increase the population over time.

## 1.3 Description of Current System

There are a total of 67 inmate wall-mounted phones in the ADC, JDC, and Annex. There are a total of 36 video visitation kiosks in the ADC, JDC, and Annex. These are distributed as follows:

FACILITY	MODULE	# OF WALL-	# OF VIDEO
----------	--------	------------	------------

		<b>MOUNTED PHONES</b>	<b>VISIT KIOSKS</b>
ADC	Booking	3	0
ADC	Medical	3	2
ADC	C-Module	3	2
ADC	T-Module	3	2
ADC	K-Module	3	2
ADC	L-Module	3	2
ADC	O-Module	3	2
ADC	Segregation	3	2
ADC	D-Module	3	2
ADC	E-Module	3	2
ADC	F-Module	3	2
ADC	G-Module	3	2
ADC	U-Module	3	2
ADC	Y-Module	3	2
ADC	Z-Module	3	2
JDC	Alpha Module	2	1
JDC	Bravo Module	2	1
JDC	Charlie Module	2	1
JDC	Delta Module	2	1
Annex	Male Dorm	9	2
Annex	Female Dorm	5	2

All wall-mounted phones in the system are wired back to a central control room in the original facility. In addition, all inmates are provided a tablet and ear buds. That tablet contains an application that allows for phone calls to be made on a wireless basis. That wireless connection is also tracked back to the System's central control room.

Upon being booked into the ADC, an inmate is given a PIN that allows an account to be activated in the inmate phone system. Upon activation, an inmate is allowed to provide a voice identifier that is recorded and then utilized to identify the user of the account for verification and investigatory purposes. Phones in the ADC booking area are utilized to activate accounts and for making collect or limited free local phone calls. All phone calls made by juveniles are documented on a phone log by the module officer, to ensure only authorized numbers are called.

Except when a specific request is made by a local attorney, all calls made on a system phone are recorded. If a specific written request is made by an attorney to designate a specific number as "non-recorded", that number is so designated in the system and all calls made to that number are unrecorded.

External parties are allowed to schedule video visits with inmates. Video Visits can be either on-site (using kiosks in dedicated locations on the facility premises), or by remote connection. These visits are held on individual tablets, when one is activated for an inmate. If an inmate does not have a tablet, or is unable to navigate the use of the tablet, video kiosks located in the modules can be utilized. Attorneys who make use of the video visitation option can connect as an attorney which will make the visit marked (e.g., date, time, participants) but non-recorded.

Recorded calls are maintained for review and/or extraction for a minimum of five (5) years. Video visits are maintained for review and/or extraction for a minimum of sixty (60) days. These calls and visits have been increasingly utilized for criminal investigations and prosecutions. The reliability of the recording, searching, extracting, and listening options is therefore a critical component to any system Owner selects.

In addition to the telephone and video visitation services, the inmate tablets are utilized for a number of other activities, which include:

- Inmate to staff request forms
- Music and video purchase
- Legal research services (Westlaw interface)
- Commissary services (Aramark interface)
- Friends and family incoming mail services
- Account management services via direct ticketing with vendor

The commission revenues generated from inmate communication services for 2021 through 2023 are as follows:

<b>Yearly General Calls and Video Visits (2021-2023)</b>			
	2021	2022	2023
<b>General Calls</b>			
Completed Calls (#)	288,933	453,253	391,310
Total Duration (seconds)	174,369,238.00	248,491,721.00	194,129,487.00
Total Duration (minutes)	2,906,153.97	4,141,528.68	3,235,491.65
Average Call Length (minutes)	10.06	9.14	8.27
<b>Video Visits</b>			
Completed Videos	18,736	18,296	15,367
Total Duration (seconds)	23,458,765.00	248,491,721.00	17,624,660
Total Duration (minutes)	390,979.42	4,141,528.68	293,744.33
Average Video Call Length	20.87	9.14	19.12
Gross Commissions	\$360,647.41	\$353,952.65	\$397,242.31
Net Commissions	\$325,004.00	\$464,466.00	\$350,084.00

Current calling rates are set forth below:

<b>Call Category</b>	<b>Connect Fee</b>	<b>Per-minute charge</b>
<b>Local</b>	<b>\$0</b>	<b>\$0.21</b>
<b>IntraLATA</b>	<b>\$0</b>	<b>\$0.21</b>
<b>InterLATA</b>	<b>\$0</b>	<b>\$0.21</b>
<b>InterState IntraLATA</b>	<b>\$0</b>	<b>\$0.21</b>
<b>InterState InterLATA</b>	<b>\$0</b>	<b>\$0.21</b>

In addition to the services provided to inmates, we make use of the current system for management of mail and request services. We also maintain a robust use of the recordings of inmates' calls and video visits for investigatory purposes. We also make use of various investigation tools to track calling trends and identify when an inmate utilizes the account of another inmate, via voice recognition software. Finally, the current vendor has a part-time (20 hours per week) employee on-site assisting with daily issues that come up with hardware or software related to the system.

It is Owner's intent in this RFP to obtain a system that meets or exceeds the operability and functionality of the current system. In addition, Owner will be considering the Vendor's ability to guide the agency into the future with regard to the use of the system for both inmate and agency services.

## **2. DEFINITIONS**

[NOTE: *Respondents are not required to respond to this section*]

**ADA** – Americans with Disabilities Act

**Attorney Numbers** – Verified numbers of inmate attorneys. All calls to Attorney Numbers are privileged and not subject to recording.

**Billing Fees** – See Discretionary Fees

**BNA** – Billing Name and Address of the owner of a telephone number

**Call Detail Records (“CDRs”)** – Shall have the meaning

**Called Party** – Individual receiving an inmate telephone call through the ICS

**Communication Data** – Includes data from ICS calls, text, or video scheduled, attempted or completed: complete call, text, or video detail records, BNA for called numbers, and call, text, or video recorded information along with all necessary software and licenses needed to search records as well as play recorded information and/or transfer recorded information to standard playable or readable format. No call, text or video data may be deleted from the ICS without written permission from the Owner, or as articulated in the final agreement.

**Calling Rates** – Rated amount charged for a successfully completed inmate telephone call per Appendix A.

**Collect Call** – Call positively accepted and paid for by a Called Party using a postpaid billing method; either by billing through a third-party billing arrangement with a local telephone provider or through a separate bill sent directly to the Called Party (aka “Direct Bill”)

**Commission** – Percentage of Gross Revenue paid monthly to Owner.

**Contract** – Sample attached

**Debit Call** – Call positively accepted by a Called Party but paid for by the inmate

**Discretionary Fees** – Any fee charged to end-users other than those in Calling Rates or , whether charged directly by Vendor or by a third-party agent, for completing inmate calls, funding end-user accounts, or otherwise utilizing the Inmate Telephone System. E.g., per-transaction fees for funding Prepaid Collect accounts.

**Gross Revenue** – Revenue upon which commission calculations are based, equal to total revenue generated by Vendor from Collect, Prepaid Collect, and Debit calling without deduction of any kind (e.g. uncollectibles, LEC charges), excluding taxes and billing/transaction fees as may be allowed by Owner.

**GUI** – Graphical User Interface

**Inmate** – A resident of the Adult Detention Center, Juvenile Detention Center, or Corrections Annex

**ICS** – Inmate Communications System, aka “System”

**LEC** – Local Exchange Carrier

**May** – Denotes desired but not mandatory functionality

**Must, Shall, or Will** – Denotes a mandatory requirement

**Owner** – Shawnee County Department of Corrections

**Parties** – Owner and Vendor, collectively

**Personal Allowed Numbers (PANs)** – Non-privileged numbers allowed to be called by a specific inmate.

**PREA** – Prison Rape Elimination Act

**Prepaid Collect Call** - Call positively accepted and paid for by a Called Party using a prepaid billing method

**Respondent** – Respondent to this RFP, aka “Vendor”

**Vendor** – Exclusive Vendor of the ICS, aka “Respondent”

**System** – Inmate Communications System

**Taxes** – Any fee or surcharge, whether charged on a per-call, per-transaction, or other basis that is mandated by a government or regulatory agency.

**Transition Services** – As defined in section 8.4

**Video Visit Rates** – Rated amount charged for a successfully completed inmate video visit per Appendix A.

### **3. RESPONSE FORMAT AND CONTENT**

*For the remaining sections in this document, bidders should respond by providing the original provision in black Arial 11 point font, and responding in a distinguishing color, Arial 11 point font. There is no need to respond to sections #1 and #2 above.*

*Responses shall be per the specific instructions provided underneath each section header. If a response differs from these specific instructions, it will be assumed that Respondent has taken exception to a requirement. All exceptions must be documented in section 14 using the format provided. NOTE THAT EXCEPTIONS TO ANY PROVISIONS IN SECTION 6 THROUGH 8 WILL CAUSE YOUR RESPONSE TO BE DISQUALIFIED.*

3.1 **Response format:** All bid responses must be submitted electronically through the Shawnee County online bid portal. For more information, please see **BID RESPONSE.**

3.2 **Response content:**

- 3.2.1 Cover letter – Section 1. Include company name and business office address, the name and contact information for the person managing your response, and the name and contact information for the person authorized to bind your firm. Cover letters should also confirm that all responses and pricing in your proposal will remain valid for a period of at least five (5) months from the date of submission.
- 3.2.2 Table of contents – Section 2. Include table of contents listing individual sections of the proposal and corresponding page numbers. All pages should be numbered.
- 3.2.3 Executive Summary – Section 3. Highlight the major components of your proposal – maximum seven (7) pages.
- 3.2.4 Technical Response – Section 4. Provide clear responses to each of the requirements for sections 6 through 13.
- 3.2.5 Exceptions – Section 5. Document any exceptions per the required format in section 14.
- 3.2.6 Attachments – Section 6. Certain lengthy information, such as audited financial statements, may be included in a separate tab. Attachments should be kept to a minimum and clearly referenced as appropriate within Vendors' responses.
- 3.2.7 Financial Response – The Vendor's response to Appendix A (Financial Proposal) must be marked separately at the end of your bid document.

#### 4. **SCHEDULE OF EVENTS**

*There is no need to respond to this section.*

The following is the current schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFP to the contract award:

Event	Date
RFP Issuance	February 16, 2024
Pre-Proposal Conference	March 6, 2024, 9:30 am
Vendor Questions Due	March 8, 2024
Response to Vendor Questions	March 15, 2024
Proposal Due Date	April 26, 2024, 2:00 pm
Proposal Evaluation Complete	May 17, 2024
Presentations from Finalists	As Scheduled
Best and Final Offer	As Requested
Contract Award	June 6, 2024*

\*Estimated date of approval by Board of County Commissioners of Owner's proposed successful Vendor. **Pre-Proposal Conference will be held on Wednesday, March 6, 2024, at 9:30 a.m.** at the Shawnee County Department of Corrections, Juvenile Detention Center, Training Room.



Participants should park in the Juvenile Detention Center parking lot in the front (North) of the facility (near intersection of 8th Avenue and Jefferson Street), and follow the sidewalk to the main entrance to the JDC. See the map above for guidance. If additional directions are required regarding time and location please direct them to **Maj. Timothy Phelps, at (785) 251-6603** or at [tim.phelps@snco.us](mailto:tim.phelps@snco.us). The facility can be located directly east of the 8<sup>th</sup> Avenue exit from I-70 as it passes through downtown Topeka.

**Questions:** Vendor questions related to the contents of the RFP or that are identified at the pre-bid conference shall be provided via the County's bid portal. Once the deadline for submission of questions has passed, those questions will be reviewed by the Owner and answers will be provided via an addendum for the RFP. Any such addendum will be available for Vendor review on the bid portal. Vendors shall acknowledge receipt of all addenda in their proposals.

The Owner reserves the right to change the schedule of events, as it deems necessary. In the event of a major date change, participants will be notified. The Owner also reserves the right to issue addenda to the RFP up to seven (7) days before the proposal due date to clarify the requirements and respond to bidder questions.

## 5. DECISION CRITERIA

*Respondents should simply respond "Read and Understood" to indicate their understanding and agreement with the criteria below*

- 5.1 A selection committee shall evaluate all proposals submitted to this RFP. The award will be based on general criteria as outlined below. After an initial screening process, the Vendor may be asked to make an oral presentation of its proposal and/or provide a Best and Final Offer based on certain new requirements as may be defined during the initial review process. All arrangements and scheduling shall be coordinated by the RFP contact.
- 5.2 The Owner reserves the right, in its sole judgment, to accept or reject 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.



### 5.3 Selection Criteria:

Description	Applicable Sections
Adherence to Decision Criteria and Terms and Conditions	Sections 6 – 8
Vendor Qualifications and Experience	Section 9
Installation and Ongoing Support	Sections 10 – 11
Technical Requirements and Specifications	Section 12
Call Rating and Commission Accountability	Section 13
Financial offer	Appendix A
OVERALL	

## 6. STANDARD TERMS AND CONDITIONS

*This section will be evaluated on a pass/fail basis and compliance with all of Owner's standard Terms and Conditions is mandatory. Respondents should simply reply "Read, Agree and Will Comply without Qualification" to the "Contractual Provisions Attachment" document appended to this RFP as **Appendix B**. Any response other than "Read, Agree and Will Comply without Qualification" will be treated as an exception and subject your proposal to disqualification.*

## 7. SPECIFIC TERMS AND CONDITIONS

*Respondents should reply "Read, Agree and Will Comply without Qualification" to each provision to indicate full compliance with terms and conditions. Again, any response beyond "Read, Agree and Will Comply without Qualification" will be treated as an exception and must be documented in Section 13 below.*

7.1 Contents of Final Contract. The contents of this RFP, the successful Vendor's proposal and any ensuing clarifications or other communications, whether in writing or by electronic transmission, shall be incorporated by reference into a final Contract with the successful proposer.

7.1.1 A person authorized to contractually obligate the Vendor shall sign the proposal and any ensuing communications as well as the final Contract and any ensuing amendments.

7.1.2 Any provision contained in this RFP, the proposal of Vendor in response to this RFP, any ensuing clarifications or other communications, except where expressly overridden in the terms of the final contract, shall be considered binding between the contracting parties.

7.2 Contract Term. Any Contract awarded as a result of this RFP shall remain in effect for a period of five (5) years from date of system installation. Upon expiration of the initial term, this agreement may be renewed for up to two (2) additional one (1) year terms by mutual agreement of the Parties. Notice to extend under this provision shall be provided to the contractor no less than sixty (60) days prior to the expiration date.

7.3 Contract Termination. [Per Owner rules. *Note: ICS installations require significant up-front investment; "Termination for Convenience" clauses impose risk on Vendors that will be priced into the final financial offer*]

7.4 Data Ownership and Transition Services. Notwithstanding any other provision in the Contract:

7.4.1 Vendor acknowledges that all data gathered in connection with the services provided under the Contract, with the exception of information protected by privacy or other applicable laws, is the property of the Owner.

7.4.2 Owner may require Vendor to provide Transition Services and/or access to historical Communication Data at the termination of the Contract. These services shall be provided to Owner, its designated representative, and/or the incoming Vendor, as applicable, at no charge. This requirement shall survive the termination of the Contract without exception.

7.4.2.1 Transition Services shall be required for a Transition Period of up to six (6) months to ensure seamless transition to a new Vendor noting that the Owner may, at its discretion, terminate Transition Services with thirty (30) days prior written notice. During this period Vendor shall be bound by all terms and conditions, including payment of commissions, as set forth in the Contract.

7.4.2.2 Required Transition Services include the following:

- Continuation of the provision of inmate telephone services during the Transition Period, including payment of commissions to Owner
- Transfer of current inmate Debit balances to the incoming Vendor immediately upon termination of the Transition Period
- Transfer of current PANs, Attorney Numbers, blocked numbers, and other similar data to the incoming Vendor immediately upon termination of the Transition Period.

7.4.2.3 Owner access to historical Communication Data through any of the following methods:

- Transfer of historical Communication Data to the incoming Vendor for transfer to its ICS for a timeframe mutually agreed upon by both parties. Generally, one (1) year of call and text data, and sixty (60) days of video visitation data is expected by Owner.

- Through continued secure network access to the Vendor's ICS for a period of six (6) months.

#### 7.5 Audit records.

Vendor agrees to maintain financial and billing records pertaining to all matters relative to a resulting contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to a resulting contract for a period of three (3) years after completion of the contract and any subsequent extensions. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved.

Vendor agrees to permit the Owner or its designated representative(s) to inspect and audit its records relevant to the Contract. In the event of an audit, Vendor agrees to have material delivered to the Owner or its designated representative(s) at an address designated by the Owner. If the Owner or the Owner's designated representative(s) find the records and books delivered by the successful proposer are incomplete, the successful proposer agrees to pay the Owner or the Owner's representative(s) costs to travel (including travel, lodging, meals, and other related expenses) to the location where records are stored to inspect, audit, retrieve, copy, and/or transcribe the complete records and books. Material relevant to this contract includes but is not limited to records pertaining to:

- Compliance with call rate requirements
- Compliance with billing and/or other transaction fee requirements
- Proper payment of commissions due

#### 7.6 Compliance with Calling Rates and Discretionary Fees

Failure to charge fees per the requirements of the Contract will require Vendor to provide refunds in full to all impacted parties within 30 days, plus a 15% penalty, and subject Vendor to immediate termination of the Contract, at Owner's discretion.

### 8. VENDOR QUALIFICATIONS AND EXPERIENCE

*All requirements in this section are mandatory. Respondents should respond "Read, Agreed and Will Comply Without Qualification" to indicate compliance with each provision. Any alternate responses will be treated as an exception and must be documented in section 14. Respondents should also provide additional explanation as appropriate to each response.*

- 8.1 Vendor Profile: Provide the form of ownership and number of years company has been in business.

- 8.2 Vendor Stability: State and describe all changes in ownership and/or organization over the past ten (10) years.
- 8.3 Vendor Financial Strength: Vendor must include three (3) years of audited financial statements to include Income Statements, Balance Sheets, and Statement of Cash Flow.
- 8.4 Vendor Experience: Briefly describe Vendor's experience in providing services similar to those solicited in this RFP. State the number of years in business, number of installations, size of systems and locations. In addition, list the following:
- 8.4.1 All contracts performed in the past seven (7) years involving a minimum of 800 inmates. This list should be in table form and include facility name, address, number of inmates, dates served, and a point of contact with phone number and email address. Vendor should also include a brief description of the scope of services provided.
  - 8.4.2 All contracts performed in the past seven (7) years involving a minimum of 800 inmates for which Vendor no longer performs service. For each account list facility name, address, number of inmates, dates served, and two points of contact with phone number and email address. Vendor should also include a brief description of why it no longer services the account.
- This list should be in table form, separated into the categories listed below. Failure to fully disclose the information requested will be grounds for rejection of the Vendor's proposal, or immediate termination of the resulting Contract if discovered subsequent to final award:
- 8.4.2.1 Contracts terminated for cause
  - 8.4.2.2 Contracts re-bid prior to the expiration of the base contract period OR any optional extension periods allowable under the original agreement.
  - 8.4.2.3 Contracts re-bid after expiration of all allowable extension periods.
- 8.5 Vendor Staff Experience: List all personnel who would be involved with the installation, service, and customer support of the ICS.
- 8.5.1 At a minimum, include individuals who would serve as the Account Manager, Corporate Manager (escalation point of contact), and Installation Manager.
  - 8.5.2 Provide resumes indicating experience with inmate telephone services of similar size and scope.
- 8.6 Vendor Experience with Video Visitation: Describe Vendor's capacity to provide Owner with a comprehensive video visitation system that utilizes web-based communications as well as local area network communications for on-site and off-site visitation options. The system should be available in wireless format, on a tablet or tablet-type device, for use by inmates in their cells.
- 8.7 Vendor Experience with Peripheral Components: Describe Vendor's capacity to provide Owner with peripheral services such as:
- 8.7.1 Inmate Request System
  - 8.7.2 Legal Research Software
  - 8.7.3 Incoming mail system for inmates

- 8.7.4 Text-based communications
- 8.7.5 Word-searching capacity (for investigative review)
- 8.7.6 Transcription of phone or visitation sessions (for investigative review)
- 8.7.7 Interfaces for other services (e.g., Commissary or banking)

- 8.8 *Client References:* Regarding all state or county correctional systems served (both past and current) by Vendor as prime contractor for inmate telephone services within the past seven (7) years. [NOTE: *Systems served by a Vendor subcontractor, or systems served by Vendor as a subcontractor, are not acceptable.*]

Provide contact information in table form, including facility name; individual contact name, title, phone number, and address; number of telephones; number of inmates; dates of service; and a concise description of the scope of services provided. Owner reserves the right to select certain references to contact at its discretion.

- 8.9 *Contract breaches:* Vendor must disclose all current or past (for the past 7 years) alleged contract breaches with state or county correctional systems.
- 8.10 *Outstanding litigation:* Vendor must disclose ALL outstanding litigation (including investigations by state or federal utility oversight commissions) to which it is a party.
- 8.10.1 For each case for which Vendor is a Plaintiff, disclose case name, venue, and case number. Also provide a concise description of the litigation.
  - 8.10.2 For each case for which Vendor is a Defendant, disclose case name, venue, and case number. Also provide a concise description of the litigation.

## 9. **INSTALLATION REQUIREMENTS**

*All requirements in this section are mandatory. Respondents must respond "Read, Agreed and Will Comply Without Qualification" to indicate compliance with each provision; any alternate response will be treated as an exception and must be documented in section 13 below.*

*Respondents should also provide additional explanation as appropriate to each response.*

- 9.1 *Turnkey Installation:* Proposer shall be responsible for all costs associated with the inmate communication system, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day- to-day operation. Owner shall have no responsibility for any costs associated with the system.

- 9.1.1 Costs associated with provision of ear buds may be subject to negotiation between Proposer and Owner.

Proposer is responsible for determining all wiring and software requirements; costs associated with the conversion of service from current inmate communication system

providers to the successful new service provider. Successful proposer shall coordinate all details of switching out services with the current vendor.

9.2 **Installation Plan:** Provide a detailed plan for all aspects of the system including installation, acceptance, and training to satisfy all requirements in this RFP. At a minimum address the following:

- Equipment ordering
- Establishment of all relevant system interfaces
- Transfer of data from current Vendor
- Installation of telephone and video visitation instruments
- Installation of call and video visit processing equipment
- Provision of tablet devices and connection to system
- Testing and system acceptance
- Training and communication plan as necessary for
  - Owner staff,
  - Inmates
  - Family members

## **10. SERVICE AND SUPPORT REQUIREMENTS**

*Respondents should respond "Read, Agreed and Will Comply Without Qualification" to indicate full compliance with each provision. Any other response will be treated as an exception and must be documented in section 13. Respondents should also provide additional explanation as appropriate to each response.*

During the term of any contract awarded as a result of the RFP, successful proposer agrees to provide maintenance to diagnose problems, determine proper solutions and provide:

- 10.1 All costs for maintenance, support, repair of all software and equipment will be borne by the successful proposer, and will not be offset from Owner commissions or through charges to end-users. Owner requests a part-time or full-time employee provided by Vendor to be assigned to the site for this work, due to the size of our operation.
- 10.2 All software must be upgraded per requirements below:
  - 10.2.1 Owner must be upgraded to the most recent software version within 30 days of general availability.
  - 10.2.2 Owner must be notified of all major upgrades within 14 days of installation. Vendor should describe its software development cycle, including timing of major upgrades, along with its notification process
  - 10.2.3 With no more than five (5) working days' notification from Owner, Vendor must delay or cancel software changes/upgrades if they have not yet occurred, or revert Owner

to the previous software version if changes/upgrades have already occurred. Detail how Vendor's system architecture and change management process will achieve this requirement.

- 10.3 All hardware must be upgraded as required to ensure performance standards as required in the RFP.
- 10.4 Telephone support from live qualified technicians must be available 24/7/365.
- 10.5 Vendor must provide field support from qualified technicians must be available 24/7/365, including either part-time or full-time vendor staff on-site to address daily issues, as necessary.
- 10.6 Describe, in detail, your company's service and maintenance program. Include remote programming, diagnostics, downloading and trouble-shooting. Describe how the phones and tablets are polled, how often, and what information is gathered during remote diagnostics.
- 10.7 Vendor shall provide their committed on-site repair times and proposed level of services for Owner's facilities.
- 10.8 In table form, provide physical location(s) of technician(s) serving each Owner site along with drive time to each site.

## **11. TECHNICAL REQUIREMENTS AND SPECIFICATIONS**

*Respondents should respond "Read, Agreed and Will Comply Without Qualification" to indicate compliance with each provision. Any other response will be treated as an exception and must be documented in section 14. Respondents should also provide additional explanation as appropriate under each requirement.*

### **MANDATORY REQUIREMENTS**

#### **General**

- 11.1 ICS telephones must be a non-coin telecommunications service, using line-powered and wireless instruments (e.g., tablets) capable of operating using the current wiring and wireless system in place today at all current Owner sites as well as future expansion sites.
- 11.2 All services provided must comply with all current and future laws, rules, and regulations regarding the services provided. Vendor must also be properly authorized as an ICS provider by appropriate governing or regulatory bodies.

#### **Installation**

- 11.3 Vendor must obtain Owner's permission prior to proceeding with any work requiring cutting into girders, beams, walls, flooring, or any other structures that may impair fire or moisture-proofing or otherwise cause structural damage.
- 11.4 Vendor must agree that the use of in-place conduit and other cabling infrastructure is allowed but at the risk of the Vendor. No exposed wiring is permitted. Any wiring infrastructure installed by Vendor becomes property of the Owner upon termination or expiration of the Contract.
- 11.5 Vendor must use new materials for any new wiring, which must be marked clearly and legibly at both ends, and meet current Electronic Institutional Association/ Telephone Institutional Association (EIA/TIA) specifications.
- 11.6 Vendor must repair any damage to Owner property incurred during the Contract to original condition.
- 11.7 Vendor must install adequate surge and lightning protection equipment on all lines for the ICS.
- 11.8 Vendor must provide new telephone and wireless (e.g., tablet) equipment that is completely operational at cutover.
- 11.9 Vendor must provide telephone and wireless (e.g., tablet) equipment that is sturdy, vandal resistant, and armored with durable tamper-proof construction appropriate for a correctional environment. Provide a picture and brief description of the instruments proposed.
- 11.10 Vendor must affix labeling to all telephone and wireless (e.g., tablet) instruments indicating full use instructions and that all calls and videos may be monitored and recorded. Labels must be printed in both English and Spanish.
- 11.11 Services provided must meet all ADA standards. During the course of the contract, proposer shall be required to provide telephones and/or wireless devices – or software within wireless devices – with TDD or equal capability at no charge.
- 11.12 Vendor must provide line-powered telephone instruments with UPS back-up power. No separate power supply shall be required. The UPS back-up, as well as other equipment (whether or not specifically mentioned) to complete a total inmate communications system, will be the responsibility of the successful proposer and any and all costs will be borne by the successful proposer and will not be deducted from Commissions.

## **System Features and Operation**

### **General**

- 11.13 ICS must process all inmate calls on an outgoing, station-to-station, and prepaid basis.



- 11.14 ICS must limit one call per connection.
- 11.15 ICS must block all incoming calls.
- 11.16 ICS must process all calls by an automated operator and not allow access to a live operator at any time.
- 11.17 After the dialing sequence, the inmate shall be put "on hold". The inmate shall not be permitted to monitor call progress and shall not be allowed to communicate with the called party, until the call is positively accepted.
- 11.18 The System shall be capable of informing the called party the amount that will be billed for the call prior to acceptance of the call.
- 11.19 The system shall brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility, name of inmate initiating the call, and that the call may be monitored or recorded. The system shall have, at a minimum, multi-lingual capabilities for English and Spanish.
- 11.20 Vendor shall be responsible for all ICS equipment in its entirety, including replacement for normal wear and tear, offender abuse, natural disaster, or other event at no cost to Owner.
- 11.21 The ICS must provide wireless video visitation that allows visits to be set up for either on-site or remote connection.
- 11.22 Video visits shall be limited to one two-way connection, without any ability to tie a third part into the conversation.
- 11.23 Video visits shall not be initiated from the inmate.

#### Security Features

- 11.24 System must enable Owner or its agent to establish allowed or blocked numbers, either globally or by inmate for telephone calls:
- Globally blocked numbers, e.g. corrections officials
  - Globally allowed numbers, e.g. public defenders (privileged)
  - Personal allowed numbers by inmate (recorded calls)
  - Designated/allowed attorney numbers by inmate (privileged)
  - Designated blocked numbers by inmate (e.g., victims)

- 11.25 System must deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers, and allow the blocking of specific telephone number such as victims, witnesses, judges, and Owner staff.
- 11.26 System must allow free local calls to certain numbers such as Immigration contacts, Public Defenders, Crime Stoppers, etc. as defined by Owner
- 11.27 System must control call and video visit duration on the basis of time limits and time of day restrictions, as defined by Owner.
- 11.28 System must be capable of setting time limits as well as calling and video visit hours by housing unit or destination number, as defined by Owner.
- 11.29 System must offer the option of voice biometric technology. This feature must be an integrated part of the call processing system and must offer related analysis tools and capabilities. Products which continue to analyze the voice throughout the length of the call are preferred.
- 11.29.1 The Owner will not be a "beta site" for unproven technology. If offering this feature, provide references where the feature is installed today - if offering continuous voice verification, your references must include a site where continuous voice verification has been in service for at least 6 months.
- 11.30 System shall provide an integrated capability to monitor, record, store and retrieve inmate phone and video visit conversations on a real time basis and retrieve conversations. Recordings of phone calls must be stored for the entire contract term with the option to archive as needed. Recordings of video visits must be stored for a minimum of sixty (60) days, with the option to archive as needed.
- 11.31 System must allow recording playback with the following capabilities:
- 11.31.1 Split the inmate side of conversation from called party side of conversation to play on separate speakers for more detailed analysis.
- 11.31.2 Accelerate or decelerate the conversation, isolating the talk path of either party if desired by the listener
- 11.31.3 Skip pauses in the conversation, isolating the talk path of either party if desired by the listener.
- 11.31.4 Easily enter notes or store recordings to an external source (e.g., external drive or USB drive) from the playback function. Describe how this is accomplished.
- 11.32 System must be capable of importing and presenting relevant inmate information as determined by Owner (e.g., whether inmate is still housed in facility, gang affiliation or victim information). Describe how Vendor's System meets this requirement.
- 11.33 System must provide verified BNA for all collect and prepaid collect numbers for phone calls.

- 11.33.1 Initial prepaid collect account setup for called parties must occur by internet or live agent, and include collection of BNA information that is verified against secondary data such as credit card information or photo identification. Detail how BNA information is verified.
- 11.33.2 Under no circumstances may such calls be completed without first obtaining verified BNA.
- 11.33.3 BNA for an individual number shall be available by simply dragging over or clicking on the number displayed in the ICS GUI.
- 11.33.4 List all databases accessed by the ICS to access and/or verify BNA.
- 11.34 System must track IP addresses or other relevant identifiers for accounts funded online for use by investigative staff. Describe in detail what is tracked and how this information is made available to investigators.
  - 11.34.1 This tracking process must include the billing account of the individual putting funds onto the inmate's account (without the requirement of a subpoena).
- 11.35 System must provide the ability to place alerts on a specific inmate PIN or destination number as determined by investigators. The alert function shall:
  - 11.35.1 Automatically call designated number(s) or otherwise alert investigators, according to preference, when a call by a watched inmate or to a watched number takes place
  - 11.35.2 Offer live monitoring of alerted calls or video visits in progress
  - 11.35.3 Include a "find and follow" feature such that if the first designated investigation phone number is not answered, the ICS will contact successive investigator numbers
- 11.36 System must provide the ability to have an individual Personal Allowed Number (PAN) list associated with each inmate.
- 11.37 In case of a loss of commercial power, the ICS must automatically shut down without loss of Communication Data until commercial power is restored. Once commercial power has been restored, the ICS shall have an automatic restart function.
- 11.38 The ICS must ensure positive acceptance by the Called Party prior to incurring charges, including both touch tone and rotary telephones. Voice recognition or passive acceptance are NOT acceptable methods of acceptance. No calls may incur charges unless positively accepted by the Called Party. Describe how your proposed system meets this requirement.
- 11.39 Inmate Messaging System - Owner may be interested in a system which allows inmates to send short duration messages (voice mail) to called parties. All messages are to be recorded and stored for investigative purposes within the call processing system. The receiving called party may be charged a reasonable fee for each message. Describe the functionality, end-user cost, and proposed revenue share with the Owner.
- 11.40 The System shall offer unlimited secure, remote access capability from any PC or laptop with high speed internet connectivity. This remote access shall (at a minimum) enable authorized users to view call records, generate reports, monitor live conversations, and

search/retrieve/play recorded calls. Remote access activity shall not impair system functionality or performance in any way.”

- 11.41 Vendor must provide tiered access levels to the ICS GUI that is customizable to personnel by function and security level, as required by Owner.
- 11.42 In order to reduce PIN fraud, ICS must be able to restrict calling by PIN by housing unit, and must automatically deactivate PIN for inmates no longer in custody. Describe how your system meets this requirement.
- 11.43 System shall have the capability to establish unlimited “informant lines” to support PREA, Crime Stoppers, or other requirements.
  - 11.43.1 Calls to informant lines shall be provided at no cost to the inmate or the Owner, and routed to a destination designated by Owner.
  - 11.43.2 The ICS must be able to complete calls to (a) a voice mailbox resident on the ICS, (b) a voice mailbox resident on Owner’s network, or (c) a live operator.
  - 11.43.3 The ICS must be able to complete calls with or without positive acceptance at the receiving end of the call.
  - 11.43.4 Describe how informant lines are provisioned within the ICS and how messages are remotely accessed (11.40.2 (a) above)
- 11.44 System shall have the ability to be shut down quickly and selectively using cut-off switches or remote software accessible to authorized personnel.
- 11.45 System shall have the ability to detect three-way call attempts (call forwarding or conferencing after a call is accepted and established). Upon detection these calls shall be marked within the Call Detail Record and the ICS shall have the ability to terminate the call immediately. If a call is terminated the ICS will play a message, with content determined by Owner, prior to doing so.
- 11.46 System shall have the ability to detect attempts to forward a call remotely (call forwarding prior to a call being accepted and established). Upon detection these calls shall be marked within the associated CDR, and the ICS must have the ability to terminate the call immediately. If a call is terminated the ICS will play a message, with content determined by Owner, prior to doing so.
- 11.47 Call Detail Records (CDRs) must be established any time an inmate telephone goes off-hook, and must be stored and made available online for the duration of the Contract. CDR data must include at a minimum:
  - Off hook time
  - Inmate ID/PIN
  - End type (e.g. pre-answer hang-up, called party hang-up, max time elapsed)
  - Phone number attempted

- Station name
  - Billing start time
  - Duration of call (in seconds)
  - Billed time
  - Call type (e.g. collect, debit)
  - Jurisdiction type (e.g. local, interstate)
  - Termination reason
- 11.48 Call Recordings must be established and maintained any time an inmate telephone goes off-hook, and must be stored and made available online for the duration of the Contract. The recording must begin at the moment the inmate telephone goes off-hook and end upon termination of the call.
- 11.49 Recorded conversations must provide security measures to ensure they have not been tampered with. This security must extend to recordings transferred to external mediums such as external drives, USB drives, or email. Vendor must also provide expert testimony regarding security of records if required.
- 11.50 Assign and use "PIN" management with the ICS, and require entry of a valid PIN prior to attempting a call. Integration with, or file sharing from, Owner's Offender Management System (OMS) is required to automate the PIN assignment process. Owner currently utilizes the New World Systems OMS.
- 11.50.1 If Vendor requires full integration with OMS to function, Vendor shall work with Owner to identify the cost with New World Systems.
  - 11.50.2 Describe whether Vendor has interfaced with New World Systems at other facilities and whether any issues are anticipated.
  - 11.50.3 Vendor must establish necessary interface(s) with New World Systems, if needed, at no cost to Owner.
- 11.51 Restrict calling by PIN:
- 11.51.1 Suspension of a specific PIN
  - 11.51.2 Restriction to certain telephones, by facility or sub-location, at Owner's option
  - 11.51.3 Duration of call
  - 11.51.4 Time of day calls may occur
  - 11.51.5 Specific numbers the PIN may NOT call, e.g. victim numbers.
  - 11.51.6 Allow only certain privileged numbers a PIN may call (e.g. juvenile approved contacts).
  - 11.51.7 Allowed only certain non-privileged numbers the PIN may call (PANs).

### Debit Calling

- 11.52 System must provide the capability to purchase Debit Calling time from commissary, or directly from Owner's inmate banking system. Integration with Owner's commissary system and/or banking system is required. Owner currently utilizes Aramark Commissary for commissary and New World System for banking.
- 11.52.1 Describe whether Vendor has interfaced with Aramark Commissary or New World Systems at other facilities and whether any issues are anticipated.

11.52.2 Vendor must establish necessary interface(s) with Aramark Commissary and New World Systems at no cost to Owner.

11.53 The ICS shall provide the inmate with the balance of their debit account at the time of the call.

11.54 Vendor must provide information on how debit balances are handled upon inmates' release.

#### Administration and Reporting

11.55 The System must provide correct and accurate call detail and management reports for all calls placed from the inmate phones. Reports shall include as a minimum, origination number, destination number, type of call (local, intralata, interlata/intrastate, or interstate), number of minutes of call, reason for disconnect and total call charges.

11.56 Call rating and revenue reporting must include systematic controls and internal audit processes to ensure correct and accurate reporting. Describe your systematic controls and internal audit procedures.

11.57 The System must provide accurate summary revenue. Reports must include all call types (collect, Prepaid Collect and debit/debit card) and must reflect the total revenue for each call type, subtotaled by tariff type (local, IntraLATA, InterLATA, Interstate, and International.)

11.58 The System must be capable of being accessed by users both on-site utilizing the ITS' network facilities and off site from any PC or laptop that has access to a high-speed internet connection, via secure access to Vendor's system.

11.59 The System must be capable of sorting Call Detail Records and producing reports which reveal inmate telephone activity, including but not limited to the reports below:

- Calling by Facility
- Calling by inmate PIN
- Calling by station
- Calling by destination number
- Frequently called numbers (numbers called more than x times per day)
- Commonly called numbers (numbers called by more than x inmates)
- Calling by billing type
- Global allowed or blocked numbers
- PAN or attorney lists by inmate
- Three-way call attempts
- Remote call forwarding attempts
- Call attempts to restricted numbers

- 11.60 The System must be capable of producing customized reports by Owner request. Describe the process and timeline for requesting and producing customized reports.
- 11.61 The system shall be fully accessible via a web-based presentation that users can access with proper security protocols.

#### Network and System Requirements

- 11.62 Flexible, State of the Art technology and web based equipment and software must be provided.
- 11.62.1 The ICS' system environment must be new and dedicated to Owner. Servers, storage units, and other infrastructure may not be shared with other correctional systems.
- 11.62.2 ICS architecture shall be expandable to allow future growth.
- 11.62.3 Describe your system architecture, including diagrams as appropriate.
- 11.63 Data storage – CDRs and Call Recordings must be stored for the life of the contract, in addition to being available per requirements in section 7.4 (Transition Services). Alternate proposals of archive storage are acceptable, but must be approved by Owner.
- 11.64 Network configuration – Vendor must provide dedicated network circuits over which all authorized Owner users can access calling and video visit data. Access over shared bandwidth is not acceptable. Detail your network architecture, paying particular attention to the dedicated bandwidth available at each site as well as the dedicated bandwidth available to access Communication Data for both on-site and remote users.

#### Called Party Service and Support:

- 11.65 All Called Party paid calls (collect and prepaid collect) must be clearly identified as such to the Called Party, and provide an opportunity to refuse the call or all future calls from Owner's facilities.
- 11.66 The ICS must be able to recognize and distinguish busy signals, answering machines, or any other line conditions from positive acceptance by the Called Party.
- 11.67 Vendor must describe the process for unblocking a telephone number previously restricted for non-payment, including the timeframe for removing the restriction once payment posts.

#### Specific Prepaid Collect service requirements:

- 11.68 Vendor must provide an alternative billing option to Called Parties who are categorized as unbillable by virtue of their selection of an alternative local carrier for service.

- 11.68.1 System proposed MUST permit the first call attempt to complete and must provide the Called Party with immediate access to live customer service representatives for account setup; automated systems are NOT acceptable.
  - 11.68.2 Such access must be accomplished by pressing a single key on the Called Party's telephone keypad.
  - 11.68.3 Although the Called Party may be provided a toll free number to call for information or account set-up, this MUST NOT be the only alternative.
- 11.69 "Alternative" payment or account setup methods such as enhanced SMS programs are not allowed. All calls, regardless of billing method, must be charged at the rates specified in **Appendix A**.
- 11.70 Prepaid Collect account set up must include various payment options such as: credit card, electronic check, Western Union, etc. Describe payment methods available, timelines to post payments, and timelines to allowing calls to process once payment is posted.
- 11.71 Prepaid Collect account set up may occur ONLY by telephone with a live customer representative or online through a secure session. Account setup through Interactive Voice Response (IVR) systems is not acceptable. Replenishment of existing accounts through an IVR is acceptable.
- 11.72 Prepaid Collect minimum funding amounts are not allowed regardless of account funding method.
- 11.73 Account refund requests must be processed immediately upon request and at no charge to the account holder. Describe your refund process, including time required to receive funds.
- 11.74 "Account expiration" or "Dormant funds" policies are not acceptable. Account refunds must be made available in full at any time, and regardless of the period of time from last use.
- 11.75 Customer service through a domestic live operator must be available 24/7/365 via a toll-free number.
- 11.75.1 Access to a live operator must be straightforward and timely (less than one (1) minute) upon entry into Vendor's customer service system. Lengthy or complicated "press-throughs" to achieve desired services or a live operator are not acceptable. Describe how and how quickly end-users are able to reach a live operator within your customer service system, and provide your toll-free customer service number
  - 11.75.2 List the locations of all call centers providing end-user customer service.
  - 11.75.3 Once entered into a live operator queue, the speed of answer must be consistently maintained at under 90 seconds. Owner may require Vendor to supply daily reports to ensure compliance. "Callback" services are not acceptable.

### **System Operation – Optional Capabilities**



Owner is interested in the optional features and technology that may improve operations or security. These value-added options can be additional features of the system, integrated solutions or external technologies that complement the inmate calling system and enhance Owner's operational or investigative capabilities.

Technologies proposed may be included at no impact to commission or rates, or offered at an additional price, which may be provided at a reduced Commission percentage.

- For any value-added services involving fees or other charges to end-users, Vendor must include all end-user charges in their response below.
- For any value-added services involving a reduction in Commission percentage, Vendor shall note the fact that Commissions would be impacted; however, the exact impact should be documented only in **Appendix A**.

## **12. CALL / VIDEO VISIT RATING AND COMMISSION ACCOUNTABILITY**

*Respondents should respond "Read, Agreed and Will Comply Without Qualification" to indicate compliance with each provision. Any other response will be treated as an exception and must be documented in section 14. Respondents should also provide additional explanation as appropriate under each requirement.*

- 12.1 A copy of current rates shall be on file with the Owner. Owner must be notified, in writing, of any proposed increases or decreases in the rates charged. Owner **MUST** approve increases in rate(s) prior to any change.
- 12.2 Any change in Calling Rates, Video Visit Rates, Discretionary Fees, or Billing Policies that are not approved by Owner in writing in advance of the change shall be grounds for termination of the contract.
- 12.3 The Commission offered to the Owner shall be based on total gross revenue, with no deductions for fraud, bad debt, uncollectible, unbillable calls. No deduction shall be made for any cost of providing the service described, unless approved in advance by Owner.
- 12.4 Commissions shall be paid on all call or video visit types per the commission percentage offered in **Appendix A**: Video Visit, Collect, Direct Billed, PrePaid Collect, and Debit.
- 12.5 Commissions shall be paid monthly and shall be accompanied by an inmate telephone commission and summary report which shall include, at a minimum, the following information:
  - Date of Report
  - Time Period Covered
  - Total Number Video Visits
  - Total Number Calls
  - Total Number Minutes
  - Total Gross Revenue (as defined above)
  - Any approved deductions

- Net Revenue

Such payment shall arrive no later than 25 days following the calendar month for which commissions are being paid.

12.6 Failure to pay accurate commissions on a regular, monthly basis shall be grounds for cancellation, without penalty, any agreement executed as a result of the RFP

12.7 Commissions shall be presented in the proposal using the enclosed **Appendix A**. Failure to complete this form will be grounds for disqualification of your proposal.

12.8 Owner must have immediate access to rated call records on-site on a near real-time basis. Once a call has ended, the rated Call Detail Record should be available for reporting using the on-site system software and workstation. Remote rating of calls and remote report generation is not an acceptable alternative. This is true even if live remote access to data is provided.

### **13. DOCUMENTATION OF EXCEPTIONS**

*Vendor must document all exceptions to requirements in sections 6 through 12 as stated in the following format:*

<u>Exception #</u>	<u>Section Reference</u>	<u>Description of Exception</u>
1.		
2.		
...		

## **BID RESPONSE**

**Closing Date:** Bids will be received until 2:00 p.m. CDT on the scheduled closing date. The online bid portal will not accept any new bids after this time.

**Signature of Bids:** Each bid must show in the space provided the complete business or mailing address of the bidder and must be signed by him/her with his/her usual signature.

**Withdrawal of Bids:** Bids already submitted may be withdrawn on the Electronic Bid System or upon proper identification of bidder and provided request is received prior to time of closing. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal after the time set for closing of bids.

**Submitting Multiple Bids:** The online bid portal will only allow one file to be uploaded per bid, per company. If you are submitting multiple bids, please complete the Multiple Bids Cover Page and attach as the first page of your bid upload. The document can be found under Purchasing in the bid portal.

**Register Your Company:** For a *mandatory* pre bid meeting, you *must* be registered in our bid portal for us to record you as an attendee. If you are not marked as attended, the system will not allow you to upload a

bid response. To receive automatic updates on RFP subscribe to the bid types. If a RFP has a mandatory pre bid meeting it will be clearly marked on the RFP and in the bid portal.

**Please Submit Your Bids Early:** In case you have problems getting your bid to upload and need assistance, we suggest you submit before 1:30 pm. Please contact us at once if you have issues uploading. Our system will not allow any bids to be uploaded after 2:00 pm. If your pricing changes, you can replace your bid in the system any time before the 2:00 closing.

**Bid Openings:** All bids submitted before the specified bid closing time shall be opened and properly recorded on the bid tabulation sheet. Subsequent to the bid opening, all bids shall be thoroughly evaluated and a determination made as to their compliance with applicable specifications. The appropriate County department head shall make this determination. Upon completion of the above determination, an analysis of all bids submitted shall be prepared and formally presented to the Board of County Commissioners for acceptance and approval of the lowest and/or best bid. The Board of County Commissioners reserves the right to accept or reject any and/or all bids and to waive any irregularities or informalities therein.

**Notice to Successful Bidders:** The successful bidder will be notified by email or telephone as soon as possible after bids have been opened, tabulated, and analyzed.

**Notice to Unsuccessful Bidders:** Unsuccessful bidders will not be notified.

**Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of the Shawnee County. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a contract award has been issued. Shawnee County reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. The online bid portal will not accept late proposals.

**How to include Proprietary Information in your proposal:** Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided in a clearly marked and separated with the Proprietary Divider page, section within the pdf file uploaded to the online bid portal. Only one file is allowed to be uploaded to the bid portal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

**Proprietary Divider Page:** This document is available to be downloaded in the bid portal underneath the Purchasing section.

All information requested to be handled as "Proprietary" shall be submitted in the separate section from the main proposal and clearly labeled and section off by the divider page. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". Shawnee County reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

Shawnee County does not guarantee protection of any information which is not submitted as required.

### **DEMANDSTAR POSTINGS**

**Demandstar Website:** Shawnee County open projects are posted on Demandstar as a secondary posting. Demandstar tracks broadcast and plan holder data. Bids must be submitted through the Shawnee County Bid Portal.

**Shawnee County Bid Portal:** When an open project is posted, Shawnee County is not able to track who downloads project information off the bid portal website. Bids must be submitted through the Shawnee

County Bid Portal to be considered. All projects are posted on the County website, not all projects are posted on the Demandstar website. Registration is free.

## **TERMS AND CONDITIONS**

In the event that goods or services delivered by the vendor are unsatisfactory and remain unsatisfactory after a notice and an opportunity to correct the deficiencies, the County reserves the right to purchase substitute goods or services from the other bidders.

Shawnee County reserves the right to negotiate separately with any vendor after the opening of this RFP when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counteroffer on the part of the County.

Shawnee County interprets the term “lowest responsible and best bidder” as requiring Shawnee County to:

- A. Choose between the kinds of materials, goods, wares, or services subject to the proposal, and
- B. Determine which proposal is most suitable for its intended use or purpose. Shawnee County can consider among other factors such things as labor cost, service and parts availability and maintenance costs of items upon which proposals are received. Shawnee County can determine any differences or variations in the quality or character of the material, goods, wares or services performed or provided by the respective vendors.

Shawnee County will award the bid. If the successful vendor refuses or fails to make deliveries of the materials/services within the times specified in the RFP, purchase order or contractual agreement, Shawnee County may by written notice, terminate the contract OR purchase order. The successful vendor will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.

The vendor hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this RFP, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements and conditions of the RFP, and documents. The vendor further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope for the project as aforesaid.

Shawnee County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A.79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.

The vendor certifies that this proposal is submitted without collusion fraud, or misrepresentation as to other vendors, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.

This RFP, responses thereto and any contract documents will be governed by the law of the State of Kansas. Any dispute arising out of the same will be litigated only within the courts of the State of Kansas.

Vendor agrees that all data, documents, and information, regardless of form that is generated as a result of this RFP are the property of Shawnee County. The County shall not be liable to reimburse any vendor for the costs of creating, compiling or delivering the same to the County.

By submission of a response, the proposer agrees that at the time of submittal, it: 1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of proposer's services, or 2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Board of Shawnee County Commissioners of the County of Shawnee, Kansas. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County may reject their proposal at its sole discretion.

No gifts or gratuities of any kind shall be offered to any County employee at any time.

The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing.

The County is exempt from the payment of Federal and excise taxes and from Kansas sales tax.

Vendor credit agreements are prohibited. Unless otherwise stated in this document, payment will be made from vendor-submitted invoice(s) via ACH transfer, check, or credit card, net 30 days. Shawnee County will not complete any credit application or agree to credit terms supplied by vendor.

**Nondiscrimination:** Shawnee County is committed to the concept of equal employment opportunity. All bidders and contractors are expected to comply with the provisions of K.S.A. 44-1030 and 44-1031, copies of which are attached and shall be a part of this contract and other applicable Federal and Kansas laws governing equal employment opportunity.

In accordance with K.S.A 44-1030, vendor hereby agrees to the following:

- A. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability.
- B. In all solicitations or advertisements for employees, he or she will include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the Kansas Commission on Human Rights.
- C. If he or she fails to comply with the manner in which he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas.
- D. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas; and,

- E. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.

**Provisions of K.S.A. 44-1030 Statute:**

Mandatory provisions applicable to contracts of the state and other political subdivisions; cancellation, when; application to subcontract; non-application to certain contract. (a) Except as provided by subsection (c) of this session, every contract for or on behalf of the state or any county or municipality or other political subdivision of the state or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

1. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission.
3. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1032, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, whole or in part, by the contracting agency.
4. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency.
5. The contractor shall include the provisions of paragraphs one (1) through four (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. (b) The Kansas commission on civil rights shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination. (c) The provisions of this section shall not apply to a contract entered into by a contractor: (1) Who employs fewer than four (4) employees during the term of such contract; or (2) Whose contracts with the governmental entity letting such contract cumulatively total five thousand dollars (\$5,000) or less during the fiscal year of such governmental entity.

**Provisions of K.S.A. 44-1031 Statute:**

Same; personnel to be used in performing contracts; reports; non-application to certain contractors. Every person, as defined in subsection (a) of K.S.A. 44-1002, who wishes to enter into a contract which is covered by the provisions of K.S.A. 44-1030 shall upon request of the commission, inform the commission in writing of the manner in which such person shall recruit and screen personnel to be used in performing the contract. The report shall be made on forms to be supplied by the commission. The provisions of K.S.A. 44-1030 and of this section shall not apply to any contractor who has already complied with the provisions of such sections by reason of holding a contract with the federal government or a contract involving federal funds.

History: L.1972, ch.184, & 15; L. 1975, ch. 264, & 8; L. 1977, ch. 183, & 2; July 1.

**All questions regarding this bid should be posted on the online Electronic Bid System.**

**For problems with the online Electronic Bid System, please contact:**

Shawnee County Audit Finance Department

e-mail: [Auditfinance@snco.us](mailto:Auditfinance@snco.us) phone: (785) 251 – 4039

**The undersigned agrees with all terms and conditions stated above:**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

**Quotation Number:** 005-24  
**Date Issued:** 02-16-2024  
**Closing Date:** 04-25-2024 2:00pm

**Vendor Name:** \_\_\_\_\_

**APPENDIX A  
COMMISSION OFFER FORM**

Describe the call rates and commissions proposed for each call type. Proposers are required to submit one Commission offer form for each rate option proposed. Each Proposer must submit an offer based upon the current rates as stated in the RFP.

**Current Calling and Video Visit Rates**

	COLLECT AND DIRECT BILLED CALLS		PREPAID COLLECT CALLS	
Call Category	Surcharge / Connect Fee	Per-Minute	Surcharge / Connect Fee	Per-Minute
Local	\$	\$	\$	\$
Intra LATA	\$	\$	\$	\$
Inter LATA	\$	\$	\$	\$
Interstate	\$	\$	\$	\$
International	\$	\$	\$	\$

Video Visit		
On-Site 20- minute	Remote 20-minute	Remote 40-minute
\$	\$	\$

*Rates shown above are exclusive of Federal, State and Local Taxes and Regulatory Fees such as the Universal Service Fund. It is understood that these will be charged as a pass-through from the taxing/regulating agency to the called party and that no commission will be paid on these items.*

**Commission Offer:** \_\_\_\_\_%

**Additional Incentive:** \_\_\_\_\_



**Value-Added Services – Impact to Commission Offer**

<b><u>Value-Added Service – Description</u></b>	<b><u>Impact to Commission Offer Above</u></b>
(1)	_____ %
(2)	_____ %
...	_____ %

**Discretionary Fees and Billing Policies:**

1. Respondents are required to disclose all Discretionary Fees and Billing Policies in the tables below. This requirement applies to both the Vendor as prime contractor and any subcontractor or third-party agent. Failure to adhere to these fees and policies will be grounds for immediate termination of the Contract.

**Discretionary Fees**

Description	Fee Amount	Charged monthly, per transaction, per call, or other?	Applicable to Collect, Prepaid Collect, Direct Billed and/or Debit?	Applicable to Local, IntraLATA, InterLATA, or Interstate?
Bill Statement Fee				
Direct Bill Fee				
Prepaid Account Set up Fee				
Prepaid Account Funding Fee by Internet				
Prepaid Account Funding Fee by Telephone				
Prepaid Account Funding fees by third-party agents - e.g. Western Union, TouchPay, JPay (list all)				
Refund Fee	N/A – prohibited per 12.71			
Account Maintenance Fee				
Inactive Account Fee	N/A – prohibited per 12.72			
Regulatory Cost Recovery Fee				
Universal Service Fund Administrative Fee				
Other? Describe any other Discretionary Fees that are not addressed above				

## Billing Policies

Description	Policy
Prepaid Collect account deposit minimum	
How long after a credit card deposit is received is calling restored?	
Are additional fees charged on top of those charged by third-party agents (e.g. Western Union, TouchPay, JPay)? If so, provide detail.	

## Sample Commission Calculation

The numbers provided in this table are NOT representative of historical call volume. This table is simply provided to illustrate Vendors' commission calculation methods using sample data.

The expected Commission calculation method is clearly defined in section 2. Nothing in this table is designed to change this requirement.

Assume that the Gross Revenue figures shown below include every completed, accepted phone call initiated by an inmate, regardless of payment method.

Description	Amount
Gross Collect Call Revenue	\$15,000
Gross Direct Billed Revenue	\$ 5,000
Gross PrePaid Collect Revenue	\$25,000
Gross Debit Revenue	\$10,000
Total Revenue	\$55,000
Cost of Phone Lines & Transport	\$ 1,900
Cost of System & Maintenance	\$ 2,000
Cost of Unbillable Calls	\$ 900
Cost of Bad Debt	\$ 3,950
Cost of Billing & Collection	\$ 1,250
Commission Amount Due for Sample Month based on Proposed Commission Percentage in Scenario #1 (Exact check amount)	\$ _____

### **Experience in Other States**

For all state systems currently served as a prime contractor for 6 months or more, provide the following information:

<b>System Name</b>	<b>Average Inmate Population – Past 6 months</b>	<b>Average Gross Revenue per Call</b>	<b>Average Monthly Gross Revenue per Inmate</b>	<b>Comments (if applicable) regarding unique factors impacting calling volume</b>
(1)				
...				

### **Acknowledgement**

Firm Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**END OF REQUEST FOR PROPOSAL SPECIFICATION DETAILS**

# Appendix B

Rev. 01/2024

## ATTACHMENT TO SHAWNEE COUNTY CONTRACT C \_\_\_\_\_

### **CONTRACTUAL PROVISIONS ATTACHMENT**

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this contract shall be litigated, if at all, in and before a Court located in the State of Kansas, U.S.A., to the exclusion of the Courts of any other states or country. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year. In the event this agreement is terminated pursuant to this paragraph, County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the contractor.
4. **DISCLAIMER OF LIABILITY.** Neither the County of Shawnee nor any department thereof shall hold harmless or indemnify any contractor for any liability whatsoever.
5. **ANTI-DISCRIMINATION CLAUSE.** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act, (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) [ADA] and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that the contractor has violated applicable provisions of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, the contract may be cancelled, terminated or suspended in whole or in part by the County. Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with the County totals \$5,000 or less during this fiscal year.

6. **ACCEPTANCE OF CONTRACT.** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of the County of Shawnee, Kansas.
7. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County shall not agree to pay attorney fees and late payment charges; and no provisions will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **REPRESENTATIVE'S AUTHORITY TO CONTRACT.** By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **RESPONSIBILITY FOR TAXES.** To the extent that the County is exempt from any federal, state or local taxes, the contractor will not invoice for such expenses. Any taxes which may be imposed or levied upon the subject matter of this contract will be invoiced by the contractor and payable by the county.
10. **INSURANCE.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the vendor or lessor shall bear the risk of any loss or damage to any personal property to which vendor or lessor holds title.
11. **AUTOMATED CLEARING HOUSE (ACH).** Shawnee County prefers to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. Shawnee County may require vendors to accept payments via ACH. To initiate payment of invoices, vendors shall execute the County's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the Payment Authorization Agreement will authorize the County to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be made in United States currency.

### **VENDOR/CONTRACTOR:**

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

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

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

### **BOARD OF COUNTY COMMISSIONERS SHAWNEE COUNTY, KANSAS**

\_\_\_\_\_  
Kevin J. Cook, Chair

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

### **ATTEST:**

\_\_\_\_\_  
Cynthia A. Beck, Shawnee County Clerk