

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Sheriff of Covington County, Alabama, (sometimes herein referred to as the “Sheriff”) and the Covington County Commission (sometimes herein referred to as the “Commission”) will receive bids in the Covington County Commission Office, 260 Hillcrest Drive, Andalusia, Alabama 36420, until July 15, 2024 at 2:00 P.M., Central Time, for the Installation, Service and Operation of the Inmate Communications Service for the Covington County Jail. Bids will be opened July 15, 2024 at 2:00 P.M., Central Time, in the Covington County Commission Meeting Room, 260 Hillcrest Drive, Andalusia, Alabama 36420, and read aloud. Bids received after the July 15, 2024 at 2:00 P.M., Central Time, deadline will NOT be considered.

GENERAL BID INFORMATION

Bidders shall carefully read all parts of the Invitation to Bid package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this ITB in writing to Thomas Huggins, Jail Administrator , Covington County Jail, 290 Hillcrest Drive, Andalusia, Alabama 36420, telephone number (334-428-2640), email address: thomas.huggins@covcounty.com, in sufficient time for reply before the submission date of the bids. The Sheriff and Commission cannot, and do not, guarantee that inquiries sent by mail or e-mail will be received on or before the submission date and time as indicated. It is the responsibility of the Bidder to contact Thomas Huggins, Jail Administrator , Covington County Jail, 290 Hillcrest Drive, Andalusia, Alabama 36420, telephone number (334-428-2640), if a reply is not received.

The use of specific names and numbers as stated herein, or on the attached specifications is not intended to restrict the Bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, and/or equipment.

Contact initiated by a potential Bidder with the Sheriff, Commission, or County will be only as specifically set out in this Invitation to Bid. Any other contact with the Sheriff, a Deputy or employee of the Sheriff, the Commission or Covington County, Alabama (sometimes herein referred to as the “County”) Official or employee, initiated by a potential Bidder or Bidder regarding this Invitation to Bid, **between the date of this Invitation to Bid to the date of bid award**, shall be deemed and treated as an

attempt to improperly influence the bid award, and may be sufficient grounds for rejection of the bid submitted by the Bidder initiating such other contact.

All bid proposals should be based on the following project information:

Desired Contract Term for Selected Bidder:	3 years with option for extension for up to two additional one-year periods by mutual agreement
Facility Name:	Covington County Jail
Facility Address:	290 Hillcrest Dr Andalusia, AL 36420
Facility Phone Number:	334-428-2640
Facility Average Daily Population:	220
Wall-mounted Inmate Telephones (industry standard, corded):	1 in each block
Wall-mounted Inmate Telephones (cord free):	0
Portable Cart Inmate Telephones:	0
Inmate Tablets (suitable for a detention setting)	1:1 ratio, not inmate specific Minimum number of fully-functioning tablets available at all times must be Facility Average Daily Population +10% (i.e. 220+10%)

PREPARING THE BID

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the Sheriff and Commission regarding this ITB, unless otherwise indicated; said specifications shall be so considered by the Bidders. Accordingly, the Bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the service(s) and item(s) bid in accordance with the full and faithful intent, will be included in its bid response and incorporated in the work and services by the Bidder and at the Bidder's sole expense, the same as if indicated and specified herein.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this Invitation to Bid. The exceptions shall be labeled **EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS**, and shall be attached to the front of the Bid Response Form. Variations shall be treated likewise, i.e. shall be labeled **VARIATION(S) TO BID CONDITIONS AND SPECIFICATIONS**, and shall be attached to the front of the Bid Response Form. Additional features and/or capabilities not included in the specifications may be included in the bid.

All paragraphs of this ITB require a response as indicated by section headers and/or specific requests made within various paragraphs.

Each Bidder must prepare a written bid, either printed in ink or typed. The Bid Response Form must be an original; copies will not be accepted. All required documentation must be received in the sealed Bid Package. All pages of the response must be numbered. The ITB must be formatted consistent with the specific sections, and numbered paragraphs, and must respond to each on an individual basis. Failure to address any item may be interpreted as non-responsive. Bidders must respond to all paragraphs and submit the following:

- Letter of Transmittal, which includes a statement that identifies all materials and enclosures being furnished with the bid. The person who is authorized to contractually commit the Bidder's organization must sign the Letter of Transmittal.
- ITB Specification Response Cover Sheet (Using the provided document found at the end of this ITB)
- ITB Specification Responses
- Financial Statement
- Rates and Commission (Using the provided document found at the end of this ITB)
- Bid Response Form (Using the provided document found at the end of this ITB)
- Financing Agreement (as applicable)

An authorized representative of the Bidder must sign each ITB response. Additionally, the Bidder shall identify a contact person who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to requests for clarification, if any, and must provide the following:

Name:

Organization:

Address:

Email Address:

Office Telephone Number:

Cellular Telephone Number:

The ITB responses must be received as herein provided on or before the date and time shown on page 1 of the ITB documents. Responses not received at the stated location by this date and time will be automatically disqualified from consideration.

No bid may be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Sheriff and the Commission.

The selected bidder will, by accepting this bid award, agree to the following: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The selected bidder must complete all necessary paperwork required by the State or County for verification of enrollment in the e-verify program to verify full compliance with the Immigration Reform and Control Act of 1986, as amended by Immigration Act of 1990 and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended.

In addition to meeting or exceeding the requirements defined herein, the Selected Bidder, if any, will provide current specifications for all hardware and software, a full description of optional and standard features, and a list of at least five (5) contact agencies who have been using the proposed communications system in a similar size environment as the Jail.

SUBMITTING THE BID

In the event that a Bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the Bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The Bidder and the financing agency will be held to, and they agree to be bound by the requirements stated in this Invitation to Bid. Any assignment of the financing agreement must be approved by the financing agency, the Sheriff and the Commission. Failure to disclose the financing information and all conditions may disqualify the Bidder.

Bidders which return a **NO BID** statement shall write on the outside of the envelope or package, "**Inmate Communications Services**, open July 15, 2024", and include in the envelope or package a statement that no bid is being submitted and the name, address, and telephone number of the entity that is not submitting a bid. The envelope will be opened in public, and it will be noted that the Bidder did not submit a bid.

Bids may be hand delivered or mailed, at any time prior to the bid opening date and time, to the Commission, 260 Hillcrest Drive, Andalusia, Alabama 36420. **Faxed or emailed proposals will not be accepted.** Neither the Sheriff, the Commission, nor the County will guarantee or guarantee that bids sent by mail, courier, or other delivery services, will be received on or before the bid opening day and time as indicated. Bids received after the deadline **shall not** be accepted and shall be returned to the Bidder unopened. All bids received must be in a sealed envelope or package plainly marked on the outside, of the envelope or package, "**Inmate Communications Services**, open July 15, 2024". Bids submitted by express/overnight services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are encouraged and invited to attend the bid opening.

One (1) original and three (3) copies of the bid proposal must be returned by July 15, 2024 at 2:00 P.M., Central Time. Original bid must be clearly marked "Original" and contain all original signatures.

BID AWARD

The Sheriff and the Commission will review all ITB responses to ensure compliance with the specifications and all other requirements. The provision of inmate communications services is considered a critical service element and the Selected Bidder's and its system's quality, performance, reliability, and security and safety of service in a detention setting are of the highest priority to the Sheriff and the Commission. Bidders may be excluded from further consideration for failure to satisfactorily comply with or respond to the specifications or requirements of the ITB.

The Sheriff and the Commission reserve the right to evaluate bids for correctness and completeness, and to award the bid at any time within sixty (60) days following the bid opening.

The Sheriff and the Commission reserve the right to accept or reject any or all bids, or to waive any technicalities, informalities and irregularities in bids received whenever such rejection or waiver is in the interest of the County, Sheriff and/or Jail solely at their discretion.

To ensure specified performance of the proposed System, the Sheriff and the Commission reserve the right to require a finalist(s) demonstration/presentation of System. Bid award will be to the Bidder that is determined to be the most responsive, responsible bidder with the ability to safely and securely provide the desired services in a detention setting described in the ITB with consideration to the bid commission.

PURPOSE

The purpose of this Invitation to Bid ("ITB") is a solicitation by the Covington County Sheriff (sometimes herein referred to as the "Sheriff") and the Covington County Commission (sometimes herein referred to as the "Commission"), the governing body of Covington County, Alabama, (sometimes herein referred to as the "County") for bids from qualified bidders to provide inmate communications services and communication equipment and related services at the Covington County Jail (sometimes herein referred to as the "Jail") which is supervised by the Sheriff.

Equipment, products and services which are not specifically requested in this ITB that are necessary to provide the functional capabilities proposed, shall be furnished by the Selected Bidder and reflected in the Bidder's response.

The purpose of this ITB is to ensure a fully operational, flexible, secure, non-free world, tamper-resistant, and reliable inmate communications system, and to provide the Sheriff the means to ensure the secure, lawful and legitimate use of the system. The provision of inmate communications services is considered a critical service element and the system's quality, performance, reliability, and **security and safety of service in a detention setting** are of the highest priority to the Sheriff and the Commission.

The Sheriff and the Commission are requesting bids to provide Inmate Communications Service at the Covington County Jail (sometimes herein referred to as the "Jail"). A turn-key fully operational system, which will provide Local, Inter LATA, and Intra LATA, video visitation, and other services for which commission will be paid to the Sheriff. This method of providing services will include a single primary contractor with end-to-end network and equipment responsibilities. Subcontractor relationships will be permitted and encouraged to obtain and maintain end-to-end service if, and as approved by the Sheriff.

DEFINITIONS

Bidder:	The vendor submitting a bid of the proposed equipment and services
Sheriff:	Covington County Sheriff
Commission:	Covington County Commission
County:	Covington County, Alabama
Jail:	Covington County Jail
Contractor:	The Bidder awarded the Contract
Subcontractor:	Vendor(s) hired by the Contractor
Selected Bidder/Contractor:	The Bidder awarded the Contract
Sheriff's Office Personnel:	The Sheriff, his Deputies, Corrections Officers, and any other employees under the Sheriff's direction.
System	Inmate Communications System

A. GENERAL REQUIREMENTS – Simple Response

Bidder must provide a complete response to each requirement in this Section A. General Requirements on the provided “**ITB Specification Response Cover Sheet.**” The following requirements are mandatory. Each bidder is required to provide a response of “Understand, Agree and Will Comply”, “Disagree”, and/or “Variation: [Must include a detailed explanation of why Bidder’s proposed response is a variation and how the proposed response meets or exceeds the requirement]”

See “**ITB Specification Response Cover Sheet**” for further instruction.

A.1. CONTACT BY POTENTIAL BIDDER

Contact initiated by a potential Bidder with the Sheriff, Commission, or County will be only as specifically set out in this Invitation to Bid. Any other contact with the Sheriff, a Deputy or employee of the Sheriff, the Commission or Covington County, Alabama Official or employee, initiated by a potential Bidder or Bidder regarding this Invitation to Bid, **between the date of this Invitation to Bid to the date of bid award**, shall be deemed and treated as an attempt to improperly influence the bid award, and may be sufficient grounds for rejection of the bid submitted by the Bidder or Potential Bidder initiating such other contact.

A.2. VENDOR INQUIRIES

If additions, deletions, modifications or clarifications to the ITB become necessary, the changes will be noted by written addendum to the potential Bidders. Nothing presented orally during Bidder inquiries will modify or alter the specifications. All inquiries concerning this ITB should be sent to:

Thomas Huggins, Jail Administrator
c/o Covington County Sheriff’s Office
290 Hillcrest Drive
Andalusia, Alabama 36420
Phone: 334-428-2640
Email: thomas.huggins@covcounty.com

A.3. REGULATORY COMPLIANCE

The selected bidder, if any, shall remain in compliance with the Federal Communications Commission, Alabama Public Service Commission, any other regulatory body, as well as any applicable rulings, rules, executive orders, or laws throughout the term of the contract.

A.4. PERFORMANCE BOND

The Selected Bidder, if any, shall provide the Sheriff and the Commission with a **\$50,000.00 Performance Bond** within 30 days after the contract is awarded. A company licensed to do business in the State of Alabama shall issue the said bond. The inability of an initially Selected Bidder to provide a performance bond shall disqualify the Selected Bidder. The performance bond shall be required for the length of the contract, and any extensions of said Contract thereof.

A.5. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds and performance bonds must file with each bond a certified and effectively dated copy of their power of attorney.

A.6. INSURANCE REQUIREMENT

The Selected Bidder shall take out and maintain, during the life of the contract, such Bodily Injury Liability and Property Damage Liability Insurance while performing work covered by the Bid from any and all claims for damages for bodily injury, including death, property damage, as well as any and all operations under the Contract, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by either. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than \$1,000,000.00. The Sheriff, the Commission, County, and each of their officers, employees, servants, agents, and departments shall each be named as an additional insured.

A.7. CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Selected Bidder shall not commence work under this contract until all the required insurance has been obtained, presented, and approved by the Sheriff and Commission. The Selected Bidder shall not

allow any Subcontractor to commence work on its subcontract until the insurance required of the Subcontractor has been so obtained and approved by the Sheriff and the Commission.

A.8. COMPENSATION INSURANCE

The Contractor shall procure, and shall maintain during the life of this Contract, Workmen's Compensation Insurance for all of his/her/its employees to be engaged in work on the project under his/her/its contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate employer's general liability insurance for the protection of the employees not otherwise protected.

A.9. HOLD HARMLESS PROVISION

The Selected Bidder shall at all times indemnify and hold harmless the Sheriff, Commission, County, and each of their officers, employees, servants, agents, and departments, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work, if any, involved in the contract and services involved in the contract, and/or occurring from any cause whatsoever in the operation and/or use of the communications system provided pursuant to this invitation to bid, and will at his/her/its expense defend on behalf of the Sheriff, the Commission, the County, and each of their officers, employees, servants, agents, and departments, either or all, against any suit brought against them or any of them, arising from any such cause.

A.10. PRIME CONTRACTOR'S RESPONSIBILITIES

The Selected Bidder will assume responsibility for delivery of services and performance, regardless whether or not the Selected Bidder subcontracts any of these items listed in the ITB. The Selected Bidder will be the sole point of contact regarding contractual matters, including performance of installation, services and maintenance of the equipment. Selected Bidder will be totally responsible for all obligations

outlined under this ITB. The Selected Bidder cannot assign or otherwise convey the original contract without the permission of the Sheriff and the Commission.

A.11. TIME OF COMPLETION

Work shall begin within thirty (30) days after award of contract unless otherwise notified by the Sheriff. Project must be completed within one hundred and twenty (120) days after work begins.

A.12. EQUIPMENT ACCEPTANCE

Final acceptance for each equipment item furnished under this contract may be subject to testing after completion of the installation. Acceptance criteria shall be comprised of an inspection of product installation so as to assure compliance with this ITB and construction and electrical codes according to the normally accepted standards of workmanship, as well as performance testing of the System and its components to assure compliance with contractual specifications and requirements. Work or materials not in compliance with the specifications shall be repaired, removed, or replaced, at the expense of the Contractor.

A.13. CONTRACTUAL RELATIONSHIP

Nothing contained herein creates an employee/employer relationship between the parties. It is the parties intention that the Contractor will be an Independent Contractor and not an employee of the Sheriff, the Commission, or the County, and that the Contractor's officers, employees, servants, and agents are neither the Sheriff's, nor the Commission's, nor the County's employees for any or all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, state and local revenue and taxation laws, state and local workers compensation laws, and state unemployment insurance laws. Except insofar as necessary to monitor compliance with the terms of the awarded Contract, the Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the Sheriff, the Commission, and the County.

Nothing herein shall not be construed as creating any joint employment relationship between the

Contractor and Sheriff, or between Contractor and the County, or between the Contractor and the Commission, and nothing herein shall not be construed as creating any joint employment relationship of any person by the Contractor, and the Sheriff, the Commission, or County. Neither the Sheriff, nor the Commission, nor the County will be liable for any obligation incurred by the Contractor, or any obligation incurred by the Contractor's officers, employees, servants, and/or agents, including, but not limited to unpaid minimum wages and/or overtime premiums. The Contractor is an Independent Contractor and, notwithstanding any other provisions of this contract, if awarded, it is agreed that neither the Sheriff, nor the Commission, nor the County, is a partner or joint venture with the Contractor, and that neither the Sheriff, nor the Commission, nor County, shall be deemed or construed to be a partner or joint venturer with the Contractor. Further, nothing contained herein create an employee/employer relationship between the Sheriff, the Commission or County, and subcontractors or suppliers of the Contractor. However, bidding statements contained in the response of the Selected Bidder and the technical service requirements contained herein will become part of the Contract for the equipment, installation and services as herein provided.

A.14. Contract Term

The contract resulting from this ITB shall be for a period of three (3) years to begin on the date of bid award, with the option for up to two (2) one-year extensions by mutual agreement. At the end of the contract, or any extension thereof, the Selected Bidder agrees, if, and, as allowed by law, to provide service on a month-to-month basis until the Sheriff and/or Commission can procure a new Contract through the ITB process or other legally allowed procurement process.

A.15. Termination

The Sheriff and Commission may terminate the resulting contract in the event of a material breach by the Contractor. The Sheriff will give a thirty (30) day written notice of the breach. If the specified breach is not corrected by the Contractor within the thirty (30) days, the Sheriff and Commission will have the right to terminate the contract without further notice.

A.16. Licensing, Certification, and Other Statutory Requirements

It is the responsibility of the Selected Bidder to meet and obey all applicable Federal, state, and local licensing and certification requirements. This will be done at the Selected Bidder's expense, with no expense to the Sheriff, the Commission or the County. All applicable Federal, state, and local laws, rules and regulations governing telecommunications service contracts will apply to this contract throughout the term thereof and terms thereof if and as extended, and is deemed incorporated into the contract, if awarded.

A.17. Installation/Disconnection

The Sheriff will unilaterally determine the locations as well as the need for future installations and disconnects. The Selected Bidder will be responsible for all costs associated with the installation or disconnection throughout the term of the Contract.

A.18. Present Inmate Telephone Service

CPC is currently providing Inmate Telephone Service for the Jail, which currently has an average daily population of 220 generating approximately 86,000 minutes of call volume per month. This information is provided as historical background data only. Notwithstanding anything else herein provided, the figure for the average daily population and/or call volume is not guaranteed, nor is it guaranteed, expected or predicted that it will increase, decrease, or remain the same.

A.19. Minimum Number of Fully-Functioning Instruments or Devices

If alternative communication instruments or devices are permitted by the Sheriff under Bidder's proposal, Bidder agrees that such instruments or devices will be provided on a 1:1 ratio and that the minimum number of fully-functioning instruments or devices available at all times shall be the Facility Average Daily Population + 10% (i.e. 220+10%).

A.20. Compensation

Recognizing the costs and labor associated to the Sheriff's Office with regard to providing this service and in consideration for the right to install and operate the equipment within the facilities the Bidder agrees to provide the bid commission rate on all inmate communications and ALL other services provided

by the bidder. The commission will be the primary, but not sole, determining factor for awarding the bid. The bid will be awarded to the most responsive, responsible bidder.

Commission checks must be submitted to the County on a monthly basis, and must be accompanied by a report with information designated by the Sheriff. Commission payments must be made to the County within forty-five (45) days after the closing of the billing cycle.

A.21. Bidder Qualifications

All Bidders shall be in compliance with all applicable Federal, State, County, and municipal laws, regulations, resolutions and ordinances, including, without limitation, all certifications, licenses, and permits, per Code of Alabama 1975, as amended, (sometimes herein referred to as the “Code”) Sections 10-2B-15.01, *et seq.* (concerning out-of-state corporations doing business within Alabama), Sections 34-8-1, *et seq.* (concerning general contractor licensing for businesses which construct or superintend the construction of any building, highway, sewer, grading or any improvement of structure costing \$50,000.00 or more), Sections 40-12-1, *et seq.* (concerning licenses), Sections 40-14A-1, *et seq.* (concerning taxation of corporations conducting business in the State of Alabama), and Sections 40-23-1, *et seq.* (addressing sales and use tax); provided, the Bidder is not exempted from the above mentioned Code sections elsewhere in the Code. All Bidders shall timely submit evidence or documentation establishing that they are presently licensed and permitted under any applicable Code sections, suitable to, and upon request by, the Sheriff or Commission. Such evidence or documentation may be submitted with the bid. Should performance of what is proposed to be furnished by the Bidder require a General Contractor’s License, the Bidder shall print or type Bidder’s General Contractor License Number on the outside of the envelope or package containing the Bidder’s bid, and print or type the Bidder’s General Contractor License Number on the Bidder’s Bid Response Form.

Selected Bidder shall timely provide proof of certification of authority, and any required registration, to transact business in the State of Alabama, obtained from the Secretary of State, all as provided for in Sections 10-2B-15.01 *et seq.* and 10-8A-101, *et seq.*, Code of Alabama 1975, as amended, in order to perform work for the Sheriff and/or Commission. Out-of-state Bidder’s Registration Number shall be provided on the Bid Response Form. The telephone number for the Corporate Division of the Secretary of State of the State of Alabama is (334) 242-5324.

B. GENERAL REQUIREMENTS – Detailed Response

Bidder must provide a complete response to each requirement in this Section B. General Requirements – Detailed Response. The following requirements are mandatory. Any proposed variations from the stated requirements must include a detailed explanation of why Bidder’s response is a variation and an explanation of how the Bidder believes that its proposed response meets or exceeds the requirement.

B.1. Litigation

Provide a list of all past, present and pending legal claims, initiated against Bidder (or Bidder’s parent company or subsidiary) during the past five (5) years in which the Bidder is, or has been involved as a defendant, and the status or outcome of such claims. Bidder must include litigation to which the parent company, predecessor company or subsidiary is or was a party, regardless of which name the litigation was styled. Information should be organized as follows:

- a. Litigation filed by vendor against a detention facility, County, Sheriff, Sheriff’s Office, Commission, town, city, municipality or other governmental or quasi-governmental agency to which Bidder had provided or proposed service.
- b. Class action litigation filed against the Bidder and/or its predecessors (include on-going pending certification and certified class-action status cases as well as settled cases)
- c. US Attorney General or State Attorney General action summary
- d. Any other relevant litigation

B.2. Patents & Copyrights

The Selected Bidder, if any, will hold harmless the County, its officers, and employees against all claims that machines or software supplied infringe a U.S. patent or copyright.

- a. Bidders are required to list, with detail, any and all patents and/or copyright litigation in which they, a parent or subsidiary, have been, or are currently a party to in the past five (5) years. Bidders are to include all litigation whether involved as plaintiff or defendant.
- b. Please supply patent information for proposed equipment or software, where applicable to the inmate telephone system.

B.3. Subcontractors

If any part of the work is or will be subcontracted, the Contractor must provide the name and address of the subcontractor(s) within his/her/its bid response. All subcontracted work and each subcontractor performing subcontracted work will be bound by the same terms as contained in the contract. The Contractor will be held responsible for all work performed by the subcontractor. All persons employed by the Contractor or subcontractor, who the Contractor or a subcontractor want to have perform work in the Jail, must submit to a background investigation before being allowed to enter the Jail. Further, the Sheriff may require that other persons employed by the Contractor or subcontractor submit to a background investigation before being allowed to work on the installation or maintaining of the inmate communications system if such employees through work on the installation or maintaining of the inmate communications system will have access to information that may be used to compromise security at the Jail or allow improper use of the inmate communications system if made known to an inmate of the Jail.

B.4. Debarment or Disqualification

Provide a list of any situation in which Bidder's proposal was disqualified or Bidder was debarred from participating in a public bid or RFP process within the past five (5) years. Please include a copy of the order, decision and/or notification issued by the organization or agency that made the disqualification decision.

B.5. References

Bidder must provide a list of current and past customers that the Sheriff and/or the Commission may contact. IT IS NOT ACCEPTABLE TO RESPOND THAT BIDDER'S CUSTOMER REFERENCES ARE PROPRIETARY INFORMATION. Bidders are advised that references will be contacted without further consent or approval of the Bidder.

C. SPECIFICATIONS – SIMPLE RESPONSE

Bidder must provide a complete response to each requirement in this Section C. Specifications – Simple Responses on the provided “**ITB Specification Response Cover Sheet.**” The following requirements are mandatory. Each bidder is required to provide a response of “Understand, Agree and Will Comply”, “Disagree”, and/or “Variation: [Must include a detailed explanation of why Bidder’s proposed response is a variation and how the proposed response meets or exceeds the requirement]”

See “**ITB Specification Response Cover Sheet**” for further instruction.

C.1. General

- a. Bidders should make every attempt to use technological terminology in his/her/its bid that is common to the industry and technology used by the Jail. Comparable terminology may be substituted where appropriate if the Bidder provides clear and concise definitions.
- b. Any material submitted by the Bidder that is considered confidential in nature must be clearly marked as such. (Due to the provisions of the Alabama bid laws, open meeting law, and open records law, no guarantee, assurance or representation is made or given by the Sheriff, the Commission, or the County that anything marked confidential shall not be open to the public, or will not be made known in a public meeting, or upon request, given to the public, if and as required by law.)
- c. The Sheriff, the Commission, nor the County will be liable for any of the costs incurred in preparation and presentation of any bid.
- d. The Sheriff, the County, nor the Commission shall pay any charges, either to the Selected Bidder or sub-contractor for the establishment of this service, removal of existing service and equipment, and adding/deleting future equipment as identified by the Jail, and/or the Sheriff.

C.2. Access

- a. The System shall be capable of providing all operation features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
- b. The inmate telephone system must provide outgoing collect service with no access to direct dialed or operator handled service.

- c. The inmate telephone system must be restricted to outgoing calls only, with no incoming calls allowed.
- d. The System shall limit the inmate to a single call attempt.
- e. The System shall always require the inmate to disconnect and initiate another call attempt.
- f. Each call, having been identified as being placed through Bidder's System, shall be delivered to the called party as a collect call, debit and/or pre-paid call.
- g. Sheriff's Office Personnel must retain the capability of turning off, or blocking, service to any telephone or group of telephones from a central location inside the Jail.
- h. The System must be capable of accepting changes in a central location that have immediate effect on all sites. PINs, allowed number lists, and blocked number lists should be controlled from a central location for data consistency.
- i. The System must provide an accommodation mechanism for inmates with disabilities, specifically, the inclusion of TTY style capabilities is required.

C.3. Languages

Automated operator services provided by the inmate communications system must provide for a minimum of ten (10) languages chosen by the Sheriff. At a minimum, these language options must include English and Spanish. If additional languages should be required, the System must be capable of providing automated operator voice prompts in up to ten (10) languages at no extra cost to the Sheriff, the Commission or County. Modification or addition of languages must be made at no extra cost to the Sheriff, the Commission, or County. Any voice prompt required during the operation of the inmate telephone must be clear and concise.

C.4. Call Length Control

The Sheriff, and Sheriff's Office Personnel must be given total flexibility to limit the length of calls placed by inmates, e.g. 15 minutes. The inmate must be warned prior to disconnecting that the call time limit is about to expire one (1) minute and fifteen (15) seconds prior to call termination. The System must provide the ability to set such time limits at the PIN and station level, as well as globally across the System.

C.5. Call Supervision

- a. The inmate telephone system must provide live-monitoring capability via a line indicator at a central location with which the Sheriff, and Sheriff's Office Personnel can have the ability to select any access line by issuing a simple keystroke command. This capability must be provided from any workstation to any location.
- b. All call monitoring should be available via the inmate telephone system workstation. No other equipment should be required. Each workstation shall have access to the activity of any site in a System.
- c. The inmate communications system should allow the Sheriff, and Sheriff's Office Personnel with the appropriate password level to terminate an inmate call in progress instantly from the PC workstation.
- d. The Sheriff, and Sheriff's Office Personnel with the appropriate password level should have the ability to break-in on a specific inmate call while in progress and talk to both parties (the inmate and the called party).
- e. The system shall allow for live monitoring in real time without any interference to existing recording operation. This feature should be available locally over the workstation PC's speakers, as well as remotely to a telephone number specifically designated by the system administrator.
- f. The Sheriff shall have the capability while monitoring, to terminate the call from the phone keypad.
- g. Neither the called party, nor the inmate, should detect an audible indicator that would warn him/her that the line is being monitored.

C.6. Call Validation

- a. All calls must be validated at a central location, on a real time basis to eliminate access to blocked numbers, cellular telephones, payphones, pagers or other unacceptable numbers.
- b. The system must be designed to eliminate any and all access to a live operator.
- c. PINs, allowed number lists and blocked number lists must be part of the validation process and maintained centrally.

C.7. Toll-free Access

Bidder will provide a toll-free telephone number for the inmates' family members to call regarding their communications bills.

C.8. Inspection Audit and Maintenance of Reports

The Selected Bidder must maintain books, records and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated. The Sheriff, and the Commission, or any of either of their representatives must have reasonable access, for the purpose of examination, to any books, documents, papers and records of the Selected Bidder as they may relate to the awarded Contract. The Sheriff and/or the Commission may cancel any resultant Contract for refusal by the Selected Bidder to allow reasonable access to all documents, papers, or other materials originated or received by the Selected Bidder in conjunction with the awarded Contract.

C.9. Officer Check-In

The System should have the capability of allowing the Sheriff, and Sheriff's Office Personnel to check in from any device in the System, entering his/her PIN number and creating a report log of the time, date, and location of the device used to check in.

C.10. Miscellaneous Communications Equipment

The Selected Bidder must provide as part of this Contract all non-expendable miscellaneous equipment such as computer, printer, modems and system software necessary to allow the Sheriff, and Sheriff's Office Personnel to query, display and print individual inmate communications activity. Equipment must be supplied with system software needed to interface with the Inmate Communications System to perform such functions as traffic management, system administration, call blocking and maintenance diagnostics. System software must be security level based and password protected.

C.11. User Log

As a security precaution, the System must provide a user log. Only those users with administrator level access should be able to review the user log. The log must include user access to the System, the time and date of each access, and the action taken during the user access.

C.12. Uninterrupted Power Supply (UPS)

The inmate communications system at the Jail must be provided with an uninterruptible power supply (UPS). The UPS must prevent potential problems in the telecommunications system caused by power outages, surges, and spikes.

C.13. System Integrity

It is the responsibility of the Bidder to assure an operational system including any and all interfaces with the regulated common carrier and the availability of required central office facilities. By submitting a bid, the Bidder agrees that:

- i. The Bidder is familiar with the local conditions under which this inmate communications system must perform.
- ii. The Bidder possesses the capabilities, hardware, and personnel necessary to provide an efficient and successful inmate communications system.
- iii. The Bidder agrees that Bidder must and will be solely responsible for all services proposed.

Notwithstanding the details presented in this ITB, it is the responsibility of the Bidder to verify the completeness of the requirements and their suitability to meet the intent of this ITB. Any additional necessity for services required by the Bidder to meet these specifications must be provided by the Bidder at no extra cost to the Sheriff, the Commission, or the County.

C.14. Caller-ID Masking

For calls placed from the System, the calling number identification (caller ID) must be blocked or masked with Bidder's customer service numbers.

C.15. Fraudulent Use

The Sheriff, the Commission, and the County will bear **no** responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Fraudulent calls must be the sole responsibility of the Bidder.

C.16. TELCO Coordination

The Selected Bidder must, and shall, be responsible for all coordination with the local telephone company regarding installation and maintenance of lines. However, the Selected Bidder **is not to order, or place in service any equipment that would result in charges to the Sheriff, the Commission, or County, without a Notice to Proceed and/or a Purchase Order.**

C.17. Acceptance

The Sheriff reserves the right to test **equipment and service for satisfactory performance for a period** of thirty (30) days. After the test, in the event that the equipment and/or service is not acceptable, the Sheriff will notify the Selected Bidder in writing and give the Selected Bidder thirty (30) days to bring the equipment and service to a satisfactory level. If the equipment and/or service remain unsatisfactory, the Sheriff, the County and Commission each reserve the right to terminate the contract and award to the next most responsive, responsible bidder. The Bidder must commit to providing service in the interim until the new Bidder can replace equipment, at which time the contract becomes terminated.

C.18. Onsite Review

The Selected Bidder must coordinate and conduct bi-annual onsite performance reviews as specified by the Sheriff.

D. SPECIFICATIONS – Detailed Response

Bidder must provide a complete response to each requirement in this Section D. Specifications – Detailed Response. The following requirements are mandatory. Any proposed variations from the stated requirements must include a detailed explanation of why Bidder’s response is a variation and an explanation of how the Bidder believes that its proposed response meets or exceeds the requirement.

D.1 Background

Provide the following background information:

Company Name	
Corporate Headquarters Address	
DUNS Number	
Type of Entity (i.e. Corporation, LLC, Joint Venture, Sole Proprietor). List state of formation.	
Ownership structure (privately held or publicly traded)	
Date Company was Founded	
Number of Years providing inmate communications systems under the current name	
List all name changes and ownership changes involving the company since it was formed	
List name of parent company or holding company	
List any pending sale or acquisition. If none, confirm whether or not company is currently for sale.	

D.2. Experience

Bidder must be experienced in providing inmate communications services to customers with at least 20 stations in one location and must have an installed base of other inmate communications systems. Response to this paragraph must be a full capability statement, including, but not limited to the following:

- a. Years and nature of experience in inmate communications industry
- b. Certified financial statements. Bidder must show proof of profitability and financial stability.
- c. List all personnel who will be involved with the installation, operation, repair, maintenance and administration of the inmate communications system. Include name, position, responsibilities, and brief resume of qualifications of key personnel. The Bidder must demonstrate in its proposal that all installation and support staff who will install, maintain and repair the proposed system are trained to provide service on the proposed system.

D.3. Standard Terms and Conditions

Each Bidder should provide a copy of the terms and conditions of its standard Contract.

D.4. System Repair

Bidder must describe its plans to provide for a local repair service that is acceptable to the Sheriff. Said repair service shall be capable of repairing, modifying, installing, removing and reprogramming of the installed and provided equipment and shall have adequate inventory of repair and/or replacement parts. Repairs must be completed within 24 hours of report to the Bidder by the Sheriff, or Jail. In the event of a 50% or greater systems failure, the Bidder must respond within 4 hours of report by the Sheriff, or Jail and have the System operational within 24 hours, unless the Jail agrees to an extension. Bidder will provide the Sheriff with a toll-free, 24 hour per day, 365 days per year, 366 days per year in leap years, telephone number to report repair or maintenance problems. On-site intervention by Jail staff or Sheriff's Office Personnel for re-boot is not a preferred System, and the System should not require on-site intervention for re-boot. The System must not require replacement fuses, batteries, and other peripheral hardware by Jail staff, or Sheriff's Office Personnel or with additional charges to the Sheriff, the Commission or County.

D.5. Telephones and Video Visitation Stations – Design and Functionality

Bidder must describe how its proposed system meets **each** of the following minimum requirements:

- i. If the current telephones or video visitation stations are replaced, the Selected Bidder must install new inmate stations made of heavy gauge steel construction with armored keypad and Lexan or equivalent type handset suitable for a detention facility.
- ii. All units must be provided with a handset cord, which will withstand at least 800 pounds of longitudinal tension.
- iii. Each station must be secured with special security type screws. **Keyed locks are not acceptable.**
- iv. Telephones, and their locations, must be in full compliance with the Americans with Disabilities Act (ADA), and, if applicable, the Rehabilitation Act of 1973, and all other applicable laws and regulations.
- v. Inmate telephone sets must be wall mounted, of stainless steel or equivalent tamper-resistant durable construction suitable for a detention environment.
- vi. Video visitation must have blackout capabilities. A description of the blackout technology is required.

D.6. Telephones and Video Visitation Stations – Catalog Cut Sheets

Bidder must provide a catalog cut sheet of proposed communications instruments.

D.7. Telephones and Video Visitation Stations – Damage Policies

Provide company policies regarding communications instrument damage, to include response time and replacement timelines.

D.8. Alternative Communication Instruments or Devices – Design and Functionality

Bidder must describe any alternative communication instruments or devices it proposes to provide to the Covington County Jail. The description must include, at a minimum, the following information:

- i. Identification of proposed alternative communications instrument or device
- ii. Proposed quantity of alternative communications instruments or devices, chargers and other necessary infrastructure
- iii. Description of required infrastructure to support alternative communications instruments or devices, to include measurements of charging stations
- iv. Operational requirements or dependencies associated with the product (i.e. integration with other systems, internet bandwidth, required features which must be implemented, etc.

- v. Detailed description of the durability of the instrument or device
- vi. Detailed description of how the instrument or device is considered to be tamper-resistant
- vii. Detailed description of how the instrument or device is considered by Bidder to be secure and suitable for a detention setting

D.9. Alternative Communication Instruments or Devices – Catalog Cut Sheets

Bidder must provide a catalog cut sheet of proposed alternative communications instruments or devices.

D.10. Alternative Communication Instruments or Devices – Damage Policies

Provide company policies regarding alternative communications instrument or device damage, to include response time and replacement timelines.

D.11. FCC Registration

All inmate telephones must be FCC registered and Bidder's current FCC number must be provided as part of the bid response. Each Bidder must submit a detailed description of all specific features offered through any instruments or devices proposed in its response.

D.12. Maintenance Diagnostics

Bidder shall describe how it will meet the following minimum requirements:

- A. The proposed system should have automated problem reporting system that provides visual notification to the Bidder when issues arise.
- B. When the System detects a problem, notification should immediately be displayed to the support staff in the Selected Bidder's maintenance Contractor.
- C. Bidder must notify the Sheriff of any failures immediately, with an estimated restoration time.
- D. Bidder must provide updates every four hours until service is restored.

D.13. Call Blocking

Bidder shall describe how it will meet the following requirements:

- A. The following numbers should be automatically blocked in the System: operator access (0 or 00) and directory service numbers, vertical service codes such as 311, 411, 911; specific NPAs such as 700, 976, 900; equal access and "dial-around" numbers such as 10XXX; and 800, 866, 877, and all other toll-free numbers.
- B. The System must be capable of blocking an unlimited number of individual numbers.

- C. Blocked numbers must be able to be entered at a central location and have immediate effect either at the facility level or system-wide.

D.14. Call Branding and Call Acceptance/Denial

- a. Provide the outbound call identification recording for both the inmate and the call recipient (i.e. “call branding” and “call acceptance/denial” prompts).
- b. Describe how the system meets the following minimum requirements:
 - a. The System should provide the called party with the ability to hear calling rates, as they apply to the phone call they are receiving, and that the call is being monitored and/or recorded.
 - b. Call acceptance by the called party shall be accomplished for all collect, debit, and pre-paid calls through caller positive acceptance by pressing a key on the dial pad. Voice acceptance is not an acceptable method for positive call acceptance. No call shall result in a call charge without positive acceptance by the called party.
 - c. After the dialing sequence, the System must allow the inmate to monitor call progress until the call is answered by the called party. The inmate shall not be allowed to communicate with the called party until the call is positively answered by the called party.
 - d. The System shall provide a voice prompt to the inmate explaining why a call was not completed. Provide the voice prompts the system uses to inform the inmate of the call progress/call denial.
 - e. The telephone system must record the method in which the call was accepted or denied.
 - f. The System must record the method in which the call was terminated.
- c. The System shall provide a voice message which instructs the call recipient on how to block future calls. Describe how this is accomplished and provide the voice message heard by the called party. Identify the procedure for removing the block.

D.15. Call Detail Reports – Minimum Requirements

The inmate communications system must provide full call detail records for use in administrative and investigative purposes. Describe how the proposed system meets the following minimum requirements:

- a. Call detail reports should be available to the Sheriff, and Sheriff’s Office Personnel on a real time basis from any computer. The records must provide the following minimum information on all outgoing calls:
 - i. Time of day originated and terminated;

- ii. Station number originating call;
 - iii. Number dialed;
 - iv. Line or trunk group and trunk number call route;
 - v. Duration of call in minutes and seconds;
 - vi. Method of call termination;
 - vii. Location of the station originating the call;
 - viii. Cost of the call.
- b. The proposed System must provide to the Sheriff, and Sheriff's Office Personnel the following reports, displaying, and printing both real time and historical detail records.
- i. Calls from a specified inmate phone;
 - ii. Calls to a specified destination number;
 - iii. Calls from a group of inmate phones;
 - iv. Calls of a certain type (e.g. payment method, free calls);
 - v. Calls through a particular trunk line;
 - vi. Calls with recorded conversations;
 - vii. Calls with attached Notes;
 - viii. Calls with keywords found in Notes;
 - ix. Calls of a specified duration;
 - x. Calls for a specified inmate PIN;
 - xi. Calls with a specified Start or End code;
 - xii. Completed calls;
 - xiii. Incomplete calls;
 - xiv. Incomplete calls that validated;
 - xv. Locked calls;
 - xvi. Frequently called numbers;
 - xvii. Common numbers called (for all numbers called by more than one inmate);
 - xviii. 3-way calls
 - xix. Alert numbers showing calls/attempts
- c. The inmate telephone system must be able to generate frequency reports including origination number, destination number, inmate PIN, and trunk identification number.
- ci. Call detail records must be provided via a regular and automated export in the format and method specified by the Sheriff for download and inclusion into other systems.
 - cii. Bidder must be able to customize reports for the Sheriff, and Sheriff's Office Personnel upon request. There shall be no charge for customized reports.

D.16. Call Detail Reports – Samples

Samples of Call Detail Reports must be provided with each Bidder's response.

D.17. Data Retention

The inmate communications system memory should be capable of all call record detail for the length of the contract. All Call detail records must be collected and stored in real time at a central, secure location with redundancy. Describe your company's data retention protocol.

D.18. Operator Services and Voice Prompts

The System proposed must be designed to use only an automated operator to place inmate calls. The System should provide clear voice prompts to complete calls without the use of or need for a live operator. Each Bidder must provide a clear description of all automated operator services that will be used for inmate calls on its Bid Response Form.

D.19. User Password System

Security must be maintained by a multi-level password system based on user access requirements. The System should allow users to be assigned pre-set security levels or allow the flexibility to assign individual access permission based upon specific job requirements. These permissions should include, but not be limited to, access to inmate accounts, monitoring, call searching, etc. Those users with the administrator level password must have the ability to set user access parameters for other users according to security requirements. Each Bidder must describe in detail how its password security system is managed, including samples of user setup screens.

D.20. Controlled Access

The proposed inmate communications system must provide the Sheriff, and Sheriff's Office Personnel with a means of controlling general access to inmate telephone services. The System should provide a means to set telephones and groups of telephones in or out of service at predetermined times. The Sheriff, and Sheriff's Office Personnel must have the capability of shutting down all communications systems in a cellblock, all communications systems in the entire Jail, or all communications systems system-wide from a single central interface. Each Bidder must describe in detail how this will be accomplished.

D.21. Fraud Control

Bidder shall aid in controlling fraudulent use of the telephone network by interference with secondary call patterns, termination of calls, if a second dial tone is detected, and prohibition of hook switch dialing. Describe the proposed System's ability to meet this requirement.

D.22. Description of Call Process

Each Bidder shall describe in detail the process a call would follow including voice prompts, validation process, and acceptance/denial process in its bid.

D.23. Hot Number Alerts

Bidder must describe how the System allows an administrator to designate Hot PINs and Hot destination numbers. When the system detects that a call is being made using any of these pre-programmed Hot Pins or destination numbers, the System must automatically call destination numbers designated by the Sheriff, or Sheriff's Office Personnel. These designated numbers should include direct-dial desk phones, officer cell phones, home telephones, and pagers. Alerts to any type of phone should prompt the recipient for a security code, and, after receiving a proper code, conference them into the call. The recipient should be undetected by the inmate and called party; however, the recipient should have the ability to disconnect the call or cut into the call and talk to each party. Alerts to pagers should send information to the specified pager including the number being dialed, the PIN used in dialing, etc.

The system must allow system administrators to add or remove destination numbers from the hot list using an onsite workstation provided by the system Bidder. The system must allow the person monitoring the conversation to terminate the call in progress should the need arise.

D.24. Recording Requirements

The inmate communications system must provide a fully integrated recording component for use in recording inmate telephone calls. Describe how the proposed System meets each of the following minimum requirements:

- a. Inmate telephone administration, conversation monitoring, and conversation recording and playback should all take place from a single workstation.

- b. The System should utilize current technology in hardware, specifically hard disk drive arrays for long and short-term storage. These arrays should be configured for maximum performance.
- c. The System must utilize self-contained, hard drive call record storage. DAT tape and other offline or near-line methods are not acceptable. Communications records must be easily retrieved. This process must be simple as well as expedient.
- d. The recording feature of the System must store communications recordings for at least **24 months** on-site for immediate retrieval without requiring Sheriff's Office Personnel for media changes.
- e. For playback purposes, the recording system must provide the facility personnel the ability to search by individual PINs, specific date and time criteria, individual destination numbers, individual inmate telephones, or a group of inmate telephones.
- f. The System must provide a playback history list of a recorded call(s) to determine every user that has listened to the recorded call.
 - i. The System must provide the hardware and software to allow recorded calls to be transferred to a flashdrive or other electronic medium for transport and replay on any computer with audio capabilities. The transferred record must include the call record detail (time and date of the call, PIN number, destination number, etc.).
 - ii. All recordings from every site must be available via the workstation interface so system-wide investigations may be performed from a central location. This process shall not require more than one login by an authorized user.
 - iii. The inmate communications system proposed by a Bidder must also be capable of providing an inmate communication lock-down feature easily accessible by the Sheriff, and Sheriff's Office Personnel.
 - iv. The System shall provide for simultaneous playback of recorded calls and continuous recording of live conversations. It is required that the playback of any selected channel must be accomplished while continuing to record all input channels.
 - v. Recorded conversations stored in the System must provide security measures to ensure that they have not been tampered with. This security must extend even to recordings that have been transferred to external flashdrive medium and/or transmission by e-mail. The Selected Bidder must provide expert testimony regarding security of the call recordings if required.

- f. The System must provide a prepaid calling system for any called party based upon the called party's individual telephone number with the following features:
 - i. The System must have the capability to automatically establish a prepaid account to the called party via a credit or debit card (VISA/MasterCard).
 - ii. The Selected Bidder must establish an approved method to receive inbound calls for customers who wish to have a prepaid account established for them.

D.26. OPTIONAL FEATURES/PRODUCTS

Describe any optional features or products available within the rate and compensation structure proposed. Compensation deductions or rate additives in exchange for added products are not acceptable and will be grounds for disqualification. Optional features may include video visitation, mail scanning, photo sharing, educational content, and other functionality available using the instruments or devices proposed to be provided by Bidder.

For each optional feature or product offered, Bidder must provide the following detail:

- a. any operational requirements or dependencies associated with the product (i.e. integration with other systems, internet bandwidth, required features which must be implemented, etc.).
- b. any cost to inmate and/or consumer
- c. any cost or compensation impact to the county
- d. any financial penalties associated with contract termination

E. Account Support – Detailed Response

Bidder must provide a complete response to each requirement in this Section E. Account Support – Detailed Response. The following requirements are mandatory. Any proposed variations from the stated requirements must include a detailed explanation of why Bidder’s response is a variation and an explanation of how the Bidder believes that its proposed response meets or exceeds the requirement.

E.1. Billing

All call records must be downloaded daily directly to the billing company. Bidder must describe this process in detail in response to this paragraph, specifically how tampering with call records is addressed and eliminated, in its bid response.

E.2. Tariffs

Each Bidder must disclose a complete list of all fees charged and provide 30 days notice in the event of a fee schedule change.

Each Bidder must certify their compliance with applicable PSC and FCC fee schedules and other applicable rulings.

Response to this paragraph must include a copy of Bidder’s current approved tariff schedules and predominant carrier schedule. Each Bidder must include in its response a statement whether the tariff used to calculate projected revenue is State approved or pending approval and state any applicable time of day discounts intended to be used.

E.3. Narrative of Account Support

Each Bidder, as part of its bid, must submit a detailed narrative describing Bidder’s currently existing account support staff, offices, equipment and software.

F. Implementation and Training – Detailed Response

Bidder must provide a complete response to each requirement in this Section F. Implementation and Training – Detailed Response. The following requirements are mandatory. Any proposed variations from the stated requirements must include a detailed explanation of why Bidder's response is a variation and an explanation of how the Bidder believes that its proposed response meets or exceeds the requirement.

F.1. Implementation

Each Bidder shall provide a detailed plan respecting all aspects of the System implementation process, including System production, installation, acceptance, and training.

The Sheriff will provide a single point of contact for the Selected Bidder during the installation phase of the contract and Selected Bidder shall do the same. The Selected Bidder will cooperate fully with any reasonable scheduling requirements issued by the Sheriff. The Selected Bidder will be responsible for keeping the Sheriff informed of the Selected Bidder's progress at all times. All software, hardware and other equipment as proposed must be installed and fully operational per manufacturer's specifications for such equipment within one hundred twenty (120) days after bid award.

F.2. Training

The Selected Bidder must provide training to make the Sheriff, and Sheriff's Office Personnel familiar with the operation of the inmate communications system, and auxiliary services at no extra cost to the Sheriff, the Commission, or the County. This training should be coordinated as part of the overall implementation plan. Each Bidder must describe its training philosophy and provide its detailed training plan in response to this section.

F.3. Existing Equipment Replacement

It is anticipated the one-for-one replacement of inmate telephones in their current locations at the Jail can be accomplished without substantial disruption of service or damage to the Commission's, the County's or the Sheriff's property. Each Bidder should describe in its bid response how this would be accomplished. Damages caused by the installation of equipment must be repaired at the expense of the Selected Bidder.

G. Maintenance, Repair, Replacement and Ongoing Support - Detailed Response

Bidder must provide a complete response to each requirement in this Section G. Maintenance, Repair, Replacement and Ongoing Support – Detailed Response. The following requirements are mandatory. Any proposed variations from the stated requirements must include a detailed explanation of why Bidder’s response is a variation and an explanation of how the Bidder believes that its proposed response meets or exceeds the requirement.

G.1. Maintenance Support

Bidder must provide twenty-four (24) hour per day telephone access with local or toll free number for full maintenance support for all telephones, stations and instruments or devices provided under this Contract and will be responsible for providing coordination of repairs on local Intra LATA, and Inter LATA services. Bidder must comply initially as well as in future years with all applicable state and Federal regulatory changes without cost to the Sheriff, the Commission, or the County. Any and all repairs, maintenance, and replacement must be performed at the Bidder’s expense during the term of the contract, and extensions, thereof, if any. A record of downtime by telephone, station and instrument or device must be retained as to the frequency, type and duration.

G.2. Maintenance and Replacement Response

Each Bidder must submit a detailed response plan and escalation procedure for out of service situations. However, at a minimum, if installed telephones or stations are out of service in the Jail, the Selected Bidder must respond within four (4) hours and provide continuing status updates until resolution of the issue is attained. Non-emergency issues, or issues that do not impact multiple inmate phones or System access, should receive response within less than twenty four (24) hours. If fully-functional alternative instruments or devices fall below the minimum number established herein, the Selected Bidder must provide replacement instruments or devices to meet the minimum within 120 hours of being notified that instruments or devices are not fully-functional.

G.3. Maintenance Force Experience

Each Bidder must designate in the Bidder's bid response whether maintenance is to be provided by Bidder's personnel or by subcontractor. The experience level of the entire maintenance force must be detailed. As a minimum, the maintenance force personnel must have three years of experience in the maintenance and repair of inmate and pay telephones.

H. Cost Proposal - Blended Response

The cost proposal shall be provided in a **separate sealed envelope**. References to specific commissions or rates shall not be included in the Technical proposal.

H.1. Access Rates/Consumer Value – Simple Response

H.2. Fee Regulation Compliance – Simple Response

Bidder must provide a complete response to each requirement in these Sections H.1. and H.2. on the provided **“ITB Specification Response Cover Sheet.”** The following requirements are mandatory. Each bidder is required to provide a response of **“Understand, Agree and Will Comply”**, **“Disagree”**, and/or **“Variation: [Must include a detailed explanation of why Bidder’s proposed response is a variation and how the proposed response meets or exceeds the requirement]”**

See **“ITB Specification Response Cover Sheet”** for further instruction.

H.3. Proposed Access Rates – Detailed Response

H.4. Facility Compensation – Detailed Response

Bidder must provide a complete response to each requirement in these Sections H.3 and H.4. The following requirements are mandatory. Any proposed variations from the stated requirements must include a detailed explanation of why Bidder’s response is a variation and an explanation of how the Bidder believes that its proposed response meets or exceeds the requirement.

H.1. ACCESS RATES/CONSUMER VALUE

- a. The System rates, fees and surcharges charged to called parties shall not exceed the rates mandated by the state PSC/PUC, FCC and/or the Facility for all services. Any charges to the inmate or called party other than stated call rates and applicable taxes are strictly forbidden and are grounds for bid and/or award rejection, including but not limited to: convenience, account setup, account funding, account closing, credit card, voice verification or other biometric-associated fees, billing service, billing pass-through or single bill fees, as well as any and all other types of fees.
- b. There shall be no charge for unanswered or not accepted calls. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.
- c. Bidder shall be responsible for any and all billing disputes, claims, or liability that may arise in regard to provisions of this Agreement.
- d. Call timing must begin when the called party positively accepts the call. No “set up time” may be added to the call duration and call timing may not be based on any time-point earlier than acceptance. Bidder shall confirm their policy on call timing.
- e. In order to validate rates charged to consumers, Bidder must provide County with a monthly call summary which reflects the calls, minutes and gross revenue for all inmate phone calls. The revenue shown in the report must correlate to the contractual per minute rate in each category.
- f. In the event that Bidder desires to change rates during the course of the contract, such request shall be submitted in writing for approval from the County before new rates are implemented. The County agrees to respond in writing to Bidder’s request within thirty (30) days. Should Bidder increase the calling rates without the express written approval of the County such rate increase may be grounds for termination of the Agreement, and Bidder must issue credits or refunds to all customers that are overcharged. Bidder shall implement any mutually agreed rate adjustments requested within thirty (30) days of said request, subject to regulatory approval if required.

H.2. FEE REGULATION COMPLIANCE

Bidder must confirm acceptance and compliance with all applicable FCC and PSC regulations, as amended. Currently, FCC Regulations limit fees as follows:

§64.6020 Ancillary Service Charge.

(a) No Provider shall charge an Ancillary Service Charge other than those permitted charges listed in §64.6000.

(b) No Provider shall charge a rate for a permitted Ancillary Service Charge in excess of:

- (1) For Automated Payment Fees—\$3.00 per use;
- (2) For Single-Call and Related Services—the exact transaction fee charged by the third-party provider, with no markup, plus the adopted, per-minute rate;
- (3) For Live Agent Fee—\$5.95 per use;
- (4) For Paper Bill/Statement Fee—\$2.00 per use;
- (5) For Third-Party Financial Transaction Fees—the exact fees, with no markup that result from the transaction.

H.3. Proposed Access Rates

- a. Provide a complete schedule for proposed access rates. A Rate/Compensation Offer form is provided at the end of the ITB document. If multiple rate options are offered, complete a separate form for each option. Limit of two options per proposal.
- b. Does Bidder offer an option which permits the called party to pay for one call without setting up an account? If so, provide the requested information below.

Call Type	TOTAL Amount Charged to Consumer for a 5 Minute Call*	TOTAL Amount Charged to Consumer for a 10 Minute Call*	TOTAL Amount Charged to Consumer for a 15 Minute Call*
Single Call Billed to Credit/Debit Card			

*Total must include the call charge as well as any payment processing fee or other fee. Amount entered must equal the entire amount charged to the called party regardless of whether the amount is billed by Vendor or contracted third party. Pass-through of taxes and mandated regulatory fees should not be included in the above.

- c. Bidder shall list any and all charges and fees that are charged to the called party. Each charge/fee must be explicitly authorized by the appropriate agency (e.g. Public Service Commission/Public Utilities Commission and/or FCC) and contained in Bidder’s Intrastate Tariff or rate schedule on file at the State PSC/PUC or available for public review on Bidder website and the Bidder’s Interstate Tariff or rate schedule required by the FCC for public review on Bidder website. Provide the URL(s) providing customer access to the tariffs or rate schedule information. Bidder

should confirm that customers may access this information without first establishing an account. If the Bidder is found charging non-approved fees, the ICS Agreement may be terminated.

- d. Describe Bidder policy on maintaining customer account balances. Does Bidder charge customers a monthly account maintenance fee? Do customer account balances get absorbed or expire after a set period of time? If so, state time period. Please provide details as to how the Bidder's policy is communicated to customers.
- e. Describe Bidder policy on refunding unused customer account balances. Include any fee charged for refunds and time to receive refund.
- f. Detail any cost to the inmate and/or consumer for use of alternative communications instruments or devices.
- g. Describe any limitation of use or access of alternative communications instruments or devices for those without money to pay for services.

H.4. FACILITY COMPENSATION

Under no circumstances will the commission rate be adjusted lower than the rate agreed upon at contract award, nor will the County be obligated to renegotiate any portion of this contract as a result of an increase in the commission rate.

- a. Specify the Bidder's proposed compensation to the County.
- b. The commission rate shall be based on Gross Billed Revenue. Bidder shall include a detailed analysis as to how it determines and defines gross revenue. No deduction from gross revenue will be allowed in calculating the County's commission (i.e. uncollectible calls, total calls, access line charges, clearing house charges, RBOC, LIDB, etc.)
- c. Explain your method of reporting the calculation of the County's commission payment and provide samples of proposed reports.
- d. Describe collection procedures.
- e. Describe the procedure for handling uncollectible revenue.
- f. Describe the procedure for billing.
- g. Provide proposed calling rates for local, intraLATA, interLATA, and interstate calls.

RATE/COMPENSATION OFFER FORM

Call Type	Collect, Prepaid Collect, Debit & Prepaid Debit Card Calls			
	Per Minute Charge	Total Cost for 2 Minute Call	Total Cost for 10 Minute Call	Total Cost for 15 Minute Call
Local Calls				
Intrastate				
Interstate				
International (Debit and/or Prepaid Card Only)				

Include a detailed listing of any other costs charged to the inmate or friends/family of inmates.
Charges not fully disclosed in the proposal will not be permitted under any contract resulting from
this ITB.

Service	Rate to Consumer	Compensation Offered
Electronic Messages via Tablet		
Remote Video Visits – Via Tablets		
On-site Video Visits – via tablets		
Other		

Bid Response Form – Inmate Communications System

Date: _____

Company Name: _____

Address: _____

Authorized Company Representative: _____

(Name Typed or Printed)

Point of Contact: _____

Phone: _____ Fax: _____ Cell: _____

Out of State: Yes _____ No _____ If yes, provide Registration Number: _____

Will you be financing through another entity or agency beside yourself? Yes _____ No _____

If yes, attach a copy of the financing agreement and all conditions to this response form.

Financing Entity or Agency Authorized Signature

All required documentation must be attached to the Bid Response Form.

PROPOSED RATES AND COMMISSION SCHEDULE

Call Commission Percentage _____

Other Services Commission Percentage (Describe Services) _____

Initial Contract Incentive \$ _____

Installation Time: _____

Signature of Bidder or Authorized Representative of Bidder

OUR COMPANY CHOOSES TO SUBMIT A NO BID

Signature of Bidder

ITB Specification Response Cover Sheet

Provide page numbers for where the following information is found within the bid response packet:

Letter of Transmittal _____

ITB Specification Cover Sheet _____

ITB Specification Response _____

Financial Statement _____

Rates and Commission Form _____

Bid Response Form _____

Financing Agreement (as applicable) _____

Contact Person:

Name:

Organization:

Address:

Email Address:

Office Telephone Number:

Cellular Telephone Number:

The following summary sheet is **required** as part of the Bidder’s completed response packet. Where indicated, please **mark with an “X”** from the following choices: “Understand, Agree and Will Comply”, “Disagree”, or “Variation*”. Incomplete summary sheets will be considered non-responsive and disregarded.

	Understand, Agree and Will Comply	Disagree	Variation* (*Must provide a detailed explanation of why Bidder’s response is a variation and how the proposed response meets or exceeds the requirement – attach separate sheets as needed, using numbered paragraphs)
A. GENERAL REQUIREMENTS – SIMPLE RESPONSES			
A.1. Contact by Potential Bidder			
A.2. Vendor Inquiries			
A.3. Regulatory Compliance			
A.4. Performance Bond			
A.5. Power of Attorney			
A.6. Insurance Requirement			
A.7. Contractors and Subcontractors Insurance			
A.8. Compensation Insurance			
A.9. Hold Harmless Provision			
A.10. Prime Contractor’s Responsibilities			
A.11. Time of Completion			
A.12. Equipment Acceptance			
A.13. Contractual Relationship			
A.14. Contract Term			
A.15. Termination			
A.16. Licensing, Certification and Other Statutory Requirements			
A.17. Installation/Disconnection			
A.18. Present Inmate Communication Service			
A.19. Minimum Number of Fully-Functioning Instruments or Devices			
A.20. Compensation			

A.21. Bidder Qualifications			
B. GENERAL REQUIREMENTS – Detailed Response			
B.1. Litigation			
B.2. Patents & Copyrights			
B.3. Subcontractors			
B.4. Debarment or Disqualification			
B.5. References			
C. SPECIFICATIONS – Simple Response			
C.1. General			
C.1.a.			
C.1.b.			
C.1.c.			
C.1.d.			
C.2. Access			
C.2.a.			
C.2.b.			
C.2.c.			
C.2.d.			
C.2.e.			
C.2.f.			
C.2.g.			
C.2.h.			
C.2.i.			
C.3. Languages			
C.4. Call Length Control			
C.5. Call Supervision			
C.5.a.			
C.5.b.			
C.5.c.			
C.5.d.			
C.5.e.			
C.5.f.			
C.5.g.			
C.6. Call Validation			
C.6.a.			
C.6.b.			
C.6.c.			
C.7. Toll-free Access			
C.8. Inspection Audit and Maintenance of Reports			
C.9. Officer Check-In			
C.10. Miscellaneous Communications Equipment			
C.11. User Log			

C.12. Uninterrupted Power Supply			
C.13. System Integrity			
C.14. Caller-ID Masking			
C.15. Fraudulent Use			
C.16. TELCO Coordination			
C.17. Acceptance			
C.18. Onsite Review			

D. Specifications - Detailed Response

D.1. Background	
D.2. Experience	
D.3. Standard Terms and Conditions	
D.4. System Repair	
D.5. Telephones and Video Visitation Stations – Design and Functionality	
D.6. Telephones and Video Visitation Stations – Catalog Cut Sheets	
D.7. Telephones and Video Visitation Stations – Damage Policies	
D.8. Alternative Communication Instruments or Devices – Design and Functionality	
D.9. Alternative Communication Instruments or Devices – Catalog Cut Sheets	
D.10. Alternative Communication Instruments or Devices – Damage Policies	
D.11. FCC Registration	
D.12. Maintenance Diagnostics	
D.13. Call Blocking	
D.14. Call Branding and Call Acceptance/Denial	
D.15. Call Detail Reports – Minimum Requirements	
D.16. Call Detail Reports - Samples	
D.17. Data Retention	
D.18. Operator Services and Voice Prompts	
D.19. User Password System	
D.20. Controlled Access	
D.21. Fraud Control	

D.22. Description of Call Process			
D.23. Hot Number Alerts			
D.24. Recording Requirements			
D.25. Debit and Prepaid Calling			
D.26. Optional Features/Products			
E. Account Support – Detailed Response			
E.1. Billing			
E.2. Tariffs			
E.3. Narrative of Account Support			
F. Installation and Training – Detailed Response			
F.1. Implementation			
F.2. Training			
F.3. Existing Equipment Replacement			
G. Maintenance, Repair, Replacement and Ongoing Support – Detailed Response			
G.1. Maintenance Support			
G.2. Maintenance and Replacement Response			
G.3. Maintenance Force Experience			
H. Cost Proposal – Simple Response			
H.1. Access Rates/Consumer Value			
H.1.a.			
H.1.b.			
H.1.c.			
H.1.d.			
H.1.e.			
H.1.f.			
H.2. Fee Regulation Compliance			
H. Cost Proposal – Detailed Response			
H.3. Proposed Access Rates			
H.4. Facility Compensation			