



**FAIRFIELD COUNTY COUNCIL
SOLICITATION**

RFP: **1921 Inmate Telephone System**
 DATE ISSUED: **September 17, 2019**
 Procurement Officer: **Sheila Pickett, CPPB**
 Phone: **(803) 635-1415**
 E-Mail Address: **sheila.pickett@fairfield.sc.gov**

SUBMIT PROPOSAL BY: **October 15, 2019/10:00 A.M.**
QUESTIONS MUST BE RECEIVED BY: **October 8 2019/10:00 A.M.**
NUMBER OF COPIES TO BE SUBMITTED: **One (1) original and three (3) copies**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
 FAIRFIELD COUNTY COUNCIL
 P. O. DRAWER 60
 WINNSBORO, S.C. 29180

PHYSICAL ADDRESS:
 FAIRFIELD COUNTY COUNCIL
 PURCHASING DEPARTMENT
 350 COLUMBIA ROAD
 WINNSBORO, S. C. 29180

CONFERENCE TYPE: DATE & TIME:	LOCATION:
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You must submit a signed copy of this form with Your Offer. By submitted a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening date.

NAME OF OFFEROR (Full legal name of business submitted the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity(federal, state, or local) <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME	DATE SIGNED	

Instructions regarding Offeror's name: Any award will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, I.e., a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION		(If offeror is a corporation, identify the state of Incorporation.)	
TAXPAYER IDENTIFICATION NO.		STATE VENDOR NO.	

HOME OFFICE ADDRESS (Address for offeror's home office/principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)			
	Area Code	Number	Extension	Facsimile
	E-mail Address			

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)	Order Address same as Home Office Address Order Address same as Notice Address (check only one)

Fairfield County is accepting proposals from qualified firms to provide all equipment, software, labor and maintenance support required for the implementation and operation of an Inmate Telephone Service at the Fairfield County Detention Center.

Proposal Deadline: Request for Proposal will be accepted before **10:00 PM on October 15, 2019.**

Contact: All questions must be in writing and directed to Sheila Pickett at sheila.pickett@fairfield.sc.gov
Questions must be received before 10:00 am on October 8, 2019.

RFQ Submission Sheila Pickett, CPPB
Fairfield County Governmental Complex
350 Columbia Road
Winnsboro, SC 29180

Number of Copies: One (1) original and three (3) copies

Outside of envelope must be marked **“RFP 1921 Inmate Telephone System”**

Responses must be submitted in a sealed envelope with the outside of the package plainly identifying the RFP number, and the name and address of the submitting vendor. Late, faxed or e-mailed RFP’s will not be considered.

Fairfield County is not responsible for lost or misdirected RFPs. The County reserves the right to reject any or all offers and can waive any technicality in the best interest of Fairfield County.

GENERAL CONDITIONS

1. INSTRUCTIONS TO BIDDERS:

Proposals shall be publicly opened at **10:00 A.M. (SHARP)** on **October 15, 2019** as indicated in the invitation to Bid and shall be conducted in the “FAIRFIELD COUNTY GOVERNMENT COMPLEX BUILDING, 350 COLUMBIA ROAD, WINNSBORO, SC 29180, IN THE CONFERENCE ROOM.

- b. Sealed bids shall be enclosed and secured in an envelope. The name and address of the bidder shall be displayed on the envelope. Bids shall be addressed to the Director of Purchasing, PO Drawer 60, Winnsboro, South Carolina 29180. Hand carried bids shall be delivered to the Purchasing Department, 350 Columbia Road, Winnsboro, South Carolina 29180.
 - c. Bids/Proposals shall be submitted no later than **10:00 A.M.** in the place and manner as described in paragraph 1b above and on the date indicated by the invitation to Bid. Bids received after this time is considered late bids. Late bids shall not be considered, unless the delay was caused by improper handling by the District employees.
 - d. The County shall not accept responsibility for unidentified bids.
 - e. In the event that a bid is unintentionally opened prior to the official time set for the bid opening, the employee opening such bid shall immediately inform the Director of Purchasing or his assistant who shall, in the presence of another of equal rank or above, immediately contact the vendor submitting the bid.
 - f. The vendor so contacted will be informed as to the circumstances and shall be invited to come to the office of the Director of Purchasing to reseal and submit or withdraw the bid. If the vendor elects to reseal and submit the bid, such vendor shall be required to sign, date and indicate the time of resealing on the bid envelope. If the vendor directs the Purchasing Department to reseal the bid, both the employee making the contact to the vendor and the district witness present, shall sign, date and indicate the time of sealing on the bid envelope.
 - g. In the event that the Purchasing Department is directed by the vendor to return the bid, a statement properly witnessed stating the action taken and when, shall be duly filed.
 - h. All prices and quotations shall be entered in ink or typewritten and shall remain firm for not less than thirty (30) days from the date of the bid. Mistakes may be crossed out and corrections inserted adjacent there to and shall be initialed in ink by the person signing the bid. The bidder shall insert the net price per stated unit and the extension against each item, which he/she proposed to deliver. The price shall include in the grand total column all delivery charges, installation and applicable taxes when necessary.
2. TAXES: When applicable, South Carolina sales tax shall be shown as a separate entry on the bid total summation. In other words, there shall be a bid subtotal with South Carolina tax added in to create a grand total. When required, exemption certificates shall be furnished on forms provided by the vendor.
3. PROPRIETARY INFORMATION: Bidders shall visibly mark as “CONFIDENTIAL” each part of their bid which considers proprietary information. Price may not be considered confidential proprietary information.
4. AMBIGUOUS BIDS: Bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
5. COVENANT AGAINST CONTINGENT FEES: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or

selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Fairfield County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. BIDDER'S QUALIFICATIONS:

a. Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.

7. ACKNOWLEDGEMENT OF AMENDMENTS TO INVITATION FOR BIDS:

a. Bidders shall acknowledge receipt of any amendments to this solicitation either by signing and returning one (1) copy of the amendment or by letter or by telegram or by fax.

b. Fairfield County must receive the acknowledgment by the time, date, and at the place specified for receipt of bids.

8. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin and/or physical handicap.

9. EXPLANATION TO PROSPECTIVE BIDDERS:

a. Any prospective bidder desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective bidders before submission of their bids.

b. Oral explanation and/or instructions given before the award of the contract shall not be binding.

c. Any information given to a prospective bidder pertaining to this solicitation shall be furnished promptly to other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

10. AWARDING POLICY: The County reserves the right to select and award on an individual item basis, lot (group) per item must be indicated on the bid for. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the County in determining the lowest responsible bidder on each of the items shall consider, in addition to the bid prices, the quality, training, suitability and adaptability of the services required by this solicitation. The County reserves the right to reject or accept any or all bids and to waive any informalities and/or irregularities thereof.

In the event that identical bids are received on like items, the Director of Purchasing, subject to the approval of the County Administrator, shall award bids by whichever of the following procedures is deemed most appropriate under the circumstances:

a. Award to the firm whose primary business establishment is physically located:

1. within the boundaries of Fairfield County; and
2. within the boundaries of the State of South Carolina.

b. If all of the above are equal, the County shall award by a toss of a coin with all interested parties given an opportunity to witness. The County shall have a minimum of two witnesses for the coin toss.

11. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. No bid shall be withdrawn for a period of thirty (30) days after the schedule closing time for the receipt of bids. The County reserves the right to award contracts for a period of thirty (30) days.
12. INSURANCE REQUIREMENTS: **All vendors who provide Fairfield County with services on County property will be required to submit General Liability Insurance in the amount of not less than \$1,000,000.00 of coverage, with Fairfield County specifically listed as an additional insured. All vendors who provide Fairfield County with services will also provide worker's compensation insurance, regardless of the number of employed persons at its organization. Failure to provide either requested policies will deem the vendor to be non-responsive. Vendors will provide these policies before commencing work on the project.**
13. ACCIDENTS: The vendor shall hold the County harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the County or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the County reserves the right to defend such motion and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
14. STATEMENT OF COMPLIANCES AND ASSURANCES: By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.
15. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself/herself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or contract.
16. FAILURE TO SUBMIT BID: Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specified otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future consideration for similar requirements. If a recipient does not submit a bid or fails to respond by submitting a "no bid" for three (3) consecutive bids for the same commodity, they shall be removed from the applicable vendor list.
17. EXAMINATION OF RECORDS:
 - a. The County Administrator of Fairfield County or his duly authorized representative(s) and/or duly authorized representative(s) from the office of the County Auditor shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractors' directly pertinent books, documents, papers or other records involving transactions related to this contract.
 - b. He/She agrees to include in first-tier subcontracts under this contract a clause to the effect that the County Administrator of Fairfield County or his duly authorized representative(s), and/or duly authorized representative(s) from the office of the County Auditor shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractors' directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).
18. MATERIALS REQUIRED: Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment which may be defective or fail to comply with specifications and without validating the remainder of the order.

19. **PACKING AND DELIVERY:** All shipments shall be FOB to the County locations specified. Purchase order numbers and/or contract numbers(s) as appropriate, must be clearly stated on each carton or package.
20. **“OR APPROVED EQUAL” CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words “or approved equal”. Such method of description is intended merely as a means of establishing a standard of comparison. However, the County reserves the right to select the items which, in the judgment of the County, are best suited to the needs of the County, based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size, type, weight, color, etc., of the item bid if not exactly the same as the item specified. Vendor’s stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from that specifically mentioned in the specifications, he/she shall submit with his bid the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the County to compare the material specified; and, such material will be given due consideration. The County reserves the right to insist upon and receive the items as specified, if the submitted items do not meet the County’s standards for acceptance.
21. **PATENTS:** The vendor shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or uncopyrighted composition, secret process, article or appliance furnished or used under this bid.
22. **INSTALLATION:** Where equipment is called for to be installed under this bid, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the County. The vendor shall be responsible providing an appropriate amount of lead-in to equipment requiring electrical, water or other basic service. The County will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packing, crating, and other letter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her equipment.
23. **GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty material is discovered during the guarantee period, the vendor shall, immediately, upon notification by the County, proceed at his/her own expense, to repair or replace the same, together with any damage to all finishes, equipment, and furnishings that may have been damaged as a result of the defective equipment or workmanship.
24. **PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
- Name of business concern
 - Contract number or other authorization for delivery of service or property
 - Complete description
 - Price and quantity of property or service actually delivered or executed
 - Shipping and payment terms
 - Name where applicable
 - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and,
 - Other substantiating documentation of information as required by the contract.
25. **TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The bidder shall include with his/her bid delivery dates for each item as requested, and shall furnish all items in accordance with the bid solicitation unless an extension was granted by the County in writing.
26. **SERVICE FACILITIES:** In considering the equipment bid upon, the County shall take into consideration past performance of existing installations, service and maintenance facilities provided by the bidder. The bidder shall have available a local service organization that is trained in the proper servicing of equipment.

27. LIQUIDATED DAMAGES: Should the Contractor fail to complete the contract within the established time limit, or at the later date as authorized in writing by the Director of Purchasing, he/she shall pay liquidated damages in the sum of one hundred dollars (\$100.00) per day.
28. S.C. LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
29. COMPETITION: There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the United States Government Contract price without any liability because the State is exempt from provisions of the Robinson-Patman Act and other related laws.
30. EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs of the failure to perform the contract arise out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
31. ASSIGNMENT: No contract may be assigned, sublet, or transferred without a written consent of the Director of Purchasing.
32. SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful bidder shall be held responsible thereof.
33. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:
- a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) or on or adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by any careless operation of equipment, or by workman, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s).
 - b. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage

promptly, the County representatives(s) may recommend that the necessary work be performed and charge the cost to the Contractor.

34. Documentation contained in Section “D” shall be completed and submitted along with the Proposal.
35. TERMINATION: Subject to the provisions below, the contract may be terminated by the Director of Purchasing providing a thirty (30) day advance notice in writing is given to the Contractor.
 - a. Termination for Convenience.
In the event that this contract is terminated or cancelled upon request and for the convenience of the County without the required thirty (30) day advance notice, then the County shall negotiate reasonable termination costs, if applicable.
 - b. Termination for Cause.
Termination by the County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in this bid shall apply.
36. DEFAULT: In case of default, the County reserves the right to purchase any or all items in open market, charging the Contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting contractor shall be considered until the assessed charge has been satisfied.

Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals from interested vendors to provide all equipment, software, labor and maintenance support required for the implementation and operation of an Inmate Telephone Service at the Fairfield County Detention Center.

The current population averages approximately 85 inmates with the capability of holding 110 inmates. Current service provided by **Infinity Networks, Inc.**

The Contractor will provide a commission to the Fairfield County Detention Center. The Fairfield County Detention Center will not be obligated to pay for any of the services provided. Contractor will share with the Fairfield County Detention Center in the revenues generated by the service provided.

Fairfield County reserves the right to reject a proposal if the evidence submitted by or the investigation of such offeror fails to satisfy the County that offeror is properly qualified to carry out the obligations of the Agreement and to deliver the equipment and services described herein.

Qualifications/Experience

Professional Competence Requirements

Contractor is required to provide qualifications as well as experience information on key personnel.

Contractor must include at least five (5) references with names, addresses and telephone numbers of current correctional clients and the number of inmate telephones installed in each facility.

Contractor must list all accounts they have lost or failed to renew ITS contract with in the last 24 months. List must include account name, state and contact person for account.

All references listed must utilize the same ITS detailed in mandatory RFP responses. Please list date proposed ITS was put in place at listed reference.

Contractor must have at least 3 years direct experience as sole contractor providing inmate phones services including: installation, field repair service, customer service, ITS support and management, commission and reporting.

Contractor must currently employ all “required” features listed in this RFP at five (5) or more facilities using the same ITS proposed in this RFP in order to respond to a requirement listed in this RFP.

Contractor must be primary provider of ITS, customer service, kiosk and web services. Contractor may not subcontract customer service or prepaid billing services to a third party. No funding for Kiosk is required as long as funding can be achieved through our current commissary vendor’s kiosk located in main lobby. (**Vendor: McDaniel’s**)

Contractor must have in-house capabilities for facility service and technical support available 24/7/365 answered by live operators and must ensure employees carry out all support activities. Contractor must not subcontract support to a third party.

Contractor must list any change of control and current majority shareholder of contractor.

Company Overview

Contractor is requested to define the overall structure of the Company to include the following:

- A descriptive background of Company's history.
- State principal business location and any other service locations.
- What is your primary line of business?
- How long have you been providing services?
- How many locations are your services now in use?

Equipment, Software & Service

All equipment provided must be new, in current production and considered to be state-of-the-art at the time of installation.

Contractor must provide non-coin, collect call, inmate telephones composed of durable, stainless steel, tamper-free equipment suitable for a detention environment.

Contractor must provide all materials and services related to this project for proper installation at no additional charge to the Fairfield County Detention Center. Contractor must describe the method of system installation. If Fairfield County Detention Center staff involvement is required, said involvement must be clearly identified in the proposals and the extent of Fairfield County Detention Center involvement must be clearly stated.

Contractor must provide an offsite calling and storage solution requiring only minimal equipment to be installed at the facility.

All recording and monitoring equipment must be integrated into the offsite ITS. An onsite and/or non-integrated call processing, recording and monitoring system will not be accepted.

ITS must be a Web-based solution accessible from existing facility staff computers without requiring any software other than a web browser to run application. All features and functionality, call recording and monitoring, data and reporting must be accessible from web browser applications.

ITS must run on contractor network and not use County network for phone calls traffic.

Reliability

In addition to primary offsite call processing, recording and data center, contractor must have, geographically separate, redundant offsite centers providing complete redundancy of calling capacity, data and call recordings.

Contractor must be able demonstrate 99.9% uptime of central call processing for the past 12 months for all correctional facilities under contract with contractor.

Call recordings and data must available online for immediate review for 36 months.

Contractor must list **all** occurrences where they have lost call recording or call data of any of their current or prior customers. Please list customer name, date of loss event and number of calls affected by data loss and correctional facility administrator contact for account. Failure to list all accounts in which calls were lost will result in automatic rejection of bid.

If power is interrupted, state whether the inmate telephones will continue to operate as proposed. Will Contractor provide a UPS system? If so, provide specifications and indicate "up" time.

Contractor must have in-house customer service department with capabilities for facility service and technical support available 24/7/365 and must ensure employees carry out all support activities. The toll-free number for service must allow

the option to immediately speak to a customer service representative. Please provide this technical support phone number, or, if not yet operational, the technical support phone number of another referenced facility where the proposed system is in place (please name the facility).

Onsite Repair Technician:

Service technician must be onsite when required within 4-hours of notification to contractor of a service issue without any additional cost to the Fairfield County Detention Center.

Technical service representatives:

Must be available 24 hours a day/7days a week/365 days a year (24/7/365) to resolve service issues. Services cannot be subcontracted out to third party vendors.

Network Operating Center:

Contractor must have the capability in-house to provide network support 24/7/365.

Service/Repairs/Replacements:

Services must be guaranteed for the duration of the Contract period. The Contractor must assume responsibility for all equipment and software defects for the entire duration of the contract. The Contractor must ensure that services are free from defects and must correct all problems associated with the hardware or software at no cost to the Fairfield County Detention Center. A local service provider is preferred.

Describe the ability to perform remote system access as follows:

Diagnostic testing and remote analysis

- Remote monitoring capabilities
- Service and maintenance

Please state who will carry local, intralata, interlata, interstate calls and international calls and the reliability of calling network. Contractor must include a copy of their Service Level Agreement (SLA).

Security

Personal Identification Number (PIN): the proposed system must have the capability to be a PIN based system. The PIN system must allow designated areas to operate with or without PINs. Inmate must be able to be restricted to specific phone stations based on their PIN.

System must provide real-time voice biometrics to establish the identity of each inmate making call.

3-way detection - contractor must provide a method for detecting silence, ringing and DTMF tones. Please list all security methods and review processes used to ensure less than 5% false positives while maintaining highest level of detections.

The proposed system must disallow chain dialing and secondary dial tones. The inmate must be required to hang up before dialing a new number.

The proposed system must detect the difference between an accepted call, and answering machine, busy signal or other telephone activity. The system will disallow connection with an answering machine, busy signal or other telephone activity.

System must not allow inmate to listen to the status of the call in progress for the acceptance and or denial by called party and must not allow inmate to communicate with the called party until the call has been accepted.

The proposed system must have the ability to document source of blocked calls (i.e. is the call blocked by the contractor's system, the county system, or is it blocked by the called party).

Contractor must be able to show the OCN (phone provider: example AT&T) and rate center (billing location) for every phone number dialed by inmates.

All features of the Inmate Telephone System (ITS) must be assignable based on user level. Access to any feature or group of features must be available or restricted, based on a user's profile.

ITS must provide an audit trail of user activity.

An Internet based ITS must be accessible on the Internet by individual user accounts and should have the ability to be restricted to specific Internet Protocol (IP) addresses.

Access to individual features of the ITS must be controllable on a user or group level.

Address how the system provides investigative tools for Detention Center personnel. ITS must allow for live remote call monitoring via a mobile phone and mobile device.

Features

Contractor must be able to provide inmates with real-time trust fund and prepaid balance notification.

System must provide an option for automatic daily turn on and shut off at designated times and manual system shut off capabilities from designated control rooms.

System must possess telephone number blocking capabilities, and allow pre-approved numbers to be assigned to specific inmates.

Contractor must be able to demonstrate a solution capable of providing inmate education related to substance abuse programs, facility rules and regulations, PREA information, and inmate phone use rules and regulations via a secured inmate kiosk. Solution must be fully integrated with ITS.

Adequate initial and on-going on-site training must be provided for Fairfield County Detention Center personnel at no cost to the facility or related agencies.

Contractor must not charge for unanswered or non-accepted calls.

Contractor must be able to provide system updates and additional features in a timely manner, as agreed upon by Contractor and Fairfield County Detention Center. Contractor must ensure that Detention Center is running the latest released version of ITS solution within 5 business days of any deployed update.

Contractor must provide an integrated solution for inmates to contact crime tip hotline and PREA hotline.

Correctional staff must have the ability to monitor and playback recorded calls related to crime tips and PREA.

Contractor must provide a real-time notification via text message or email whenever an inmate calls the crime tip hotline or PREA.

Contractor must provide alternatives when collect calling is unavailable and provide inmates with a real-time ability to contact any domestic phone number they dial even if number cannot be called collect or if the inmate does not have a prepaid account setup for calling a specific phone number.

Contractor *must* allow International prepaid calling.

Contractor *must* allow free Pro Bono calls for Immigration Detainees. Contractor may not receive compensation for providing Pro Bono calls.

Bilingual synthesized voice (English/Spanish) must be utilized to instruct and assist the inmate and called party while placing a call.

ITS must allow for real-time monitoring of calls via web browser or secured phone.

The system must provide the capability for free calls by the inmates that must be allowed by law (i.e. calls to public defender).

The proposed system must provide call detail reports for all calling activity that will include:

- Report showing inmate telephone number, date, time, PIN # (if applicable), number called, duration of call, and cost of each call.
- Report showing “frequently called numbers” for all numbers called more than 5 times in a day.
- Report showing “common numbers called” for all numbers called by more than one inmate.
- Report allowing the real-time check on commissary balances and orders when used with the Contractors interface and system.

The Contractor must submit a preliminary Project Plan in enough detail to allow the evaluation committee to assess the Project Team, installation time line, proposed installation procedures (transition from existing system to the proposed system) and development of commission accounting procedures. The Project Plan is to include a comprehensive narrative and project plan document in a Microsoft Project compatible format.

Selected vendors may be required to perform a live demonstration all required features.

Labor Savings to County

Describe in detail the overall value to correctional staff for the ITS system proposed by vendor including, but not limited to the following:

- Ease of ITS use with minimal or no maintenance required by correctional Staff.
- Reduction in staff workload for efficient operation to Institutions
- Reduction in material and equipment cost.
- Ability to provide stable-proven product
- Security features that prevent inmate criminal activity and violations of Rules and Policies for contraband, extortion and fraud.

Describe in detail a method of distributing PINs to inmates when entering custody, taking into account the following elements:

- The PIN distribution system should be as automatic as possible.
- Inmate account and PIN format will be determined by County and the Contractor.
- PINs will be printed on forms/cards provided or paid for by the Contractor.

Describe in detail the process for handling data (PANs, Account balances, etc.) for Inmates who are released and then return to FCDC custody.

Contractor must provide an automated visitation scheduling solution fully integrated with ITS provided by contractor and not a third party or subcontractor.

Contractor must provide an automated voicemail solution for inmates to leave requests for facility personnel and for facility to leave messages for inmates. Correctional staff must have the ability to monitor and playback recorded voicemail. Voicemail recording and data must be retained for same time period as call data and recordings.

Contractor must provide a prepaid inmate calling solution that does not require correctional staff or commissary provider to physically handle calling cards. Solution must be capable of providing inmates fully automated prepaid purchase real-time.

Are additions, future enhancements, and advancements in technology covered in the system? How new features/enhancements are loaded onto the system and how often are they made available?

Benefit to inmates and Friends & Family

Describe in detail the overall value to County, Inmates and friends & family for the ITS system proposed by vendor, including but not limited to the following:

- Describe pricing cost and value for ITS services to Inmates, friends & family.
- Value of services available to Inmates, friends and family.
- Increased security for Inmates, including reduction of PIN theft and extortion.
- Describe Proposer's approach and capability to automate the following PAN processes:
 - Adding numbers to an Inmate's PAN list.
 - Storing the information for investigative purposes.

Facility and friends and family must be able to reach a live operator within 3 minutes of dialing, automated customer service is not an acceptable solution. Please provide this customer support phone number, or, if not yet operational, the customer support phone number of another referenced facility where the proposed system is in place (please name the facility).

ITS should provide the inmates with the ability to receive voicemail from Friends and Family and from facility staff. Inmate voicemail system must be integrated solution using all inmate call rules established for inmate phones. Correctional staff must have the ability to monitor and playback recorded voicemail. Using caller id to verify caller system must automatically route voicemail to appropriate inmate. Only phone numbers listed on an inmate's allowed call list shall be permitted to leave voicemails.

Contractor must provide an automated voicemail solution for inmates to leave requests for contractor customer (dropped call credit, prepaid information, etc.). Correctional staff must have the ability to monitor and playback recorded voicemail. Voicemail recording and data must be retained for same time period as call data and recordings.

Contractor must provide an automated prepaid solution that allows inmates to purchase prepaid using their trust balance 24/7/365.

Contacto must provide an automated solution for processing inmate request for dropped call. All requests for refunds or adjustments for dropped or incomplete calls should be responded to and resolved on average within 12 hours of request. Contracto must be able to show historical average response time reports for all currently contracted facilities over past 12 months.

Contracto must provide live customer service representatives 18 hours a day/7days a week/365 days a year to resolve inmate and Friend & Family issues without involvement of correctional staff. Services cannot be subcontracted out to third party vendors.

Describe prepaid options available to Family & Friends.

Describe refund policy. Refunds must be processed same day requested.

Describe how voicemail solution benefits inmate and Family & Friends.

Describe how three-way calling detection ensures inmates are not inadvertently cut off call and how it protects Family & Friends and victims.

Product Compatibility

Describe the compatibility of separate systems and programs in the proposal and the ability of those programs and systems to interface with features and capabilities of the ITS as presented in this RFP, including but not limited to the following:

- Ability to share data, both incoming and outgoing.
- Describe the extent of how open the system architecture is, i.e. inter-connectivity and adaptability.
- Describe a service level plan for all goods and services that minimize County involvement in resolving all maintenance, repair and customer service issues.

Describe in detail how the proposal meets the following Internet based or WAN based requirements:

Contractor shall ensure the system performs without unreasonable delays due to a restriction of bandwidth in any part of the ITS system including any facility equipment or systems required for access. The Contractor shall ensure each portion of the proposed ITS system is adequate to provide a reliable connection without unreasonable delays, including, but not limited to, any connection through facility equipment, networks or cabling and internet access.

Detail Questions - Inmate Telephone System

The proposal should also include the following specific information:

Contractor must provide answers to the following:

- 1) Indicate manufacturer and model of equipment & software being proposed.
- 2) Give complete description of equipment offered.
- 3) Describe in detail the function and purpose of each piece of equipment involved in handling calls either on premises or off premises including all options available.
- 4) Will system/service allow for portable instruments in each pod to be used by inmates in single cells?
- 5) Address power/electrical requirements for proposed system. Does system require electricity to run to cell blocks?
- 6) Does the system provide for both automatic and manual on and off?
- 7) Explain blocking process and indicate how many telephone numbers the system can block.
- 8) Indicate the physical size of any controlling equipment, if any, to be installed at the Fairfield County Detention Center, and where installation is recommended. Indicate any environmental conditions required for the proposed equipment.
- 9) Indicate how calls will be handled. Include step-by-step activity by the inmate. Include a description of the flow of the call and the purpose of each step. I.e. "To place a station-to-station collect call press two" (optional) "To place a debit call press three" (optional).
- 10) Explain reporting procedure. Can contractor provide a complete list of all telephone numbers called from a given inmate telephone real-time?
- 11) How much time will be required to complete installation of the service/system after contract award is made? Installation includes rendering the system completely operational and ready to use.
- 12) Describe in detail the procedures to request additions and deletions of equipment.
- 13) Can the proposed service/system be successfully demonstrated in similar environments to that of the Fairfield County Detention Center? If yes, explain.
- 14) Describe the system's ability to interface with other Contractor products such as commissary, JAIL management systems, etc.
- 15) Address expansion capabilities if the Fairfield County Detention Center includes new facilities or additions.
- 16) State how much time is allowed for inmate to record his/her name when placing a call and how many times the system will play the message to the called party prior to termination?
- 17) State what additional call reports are available to the Fairfield County Detention Center and provide samples copies of each report.
- 18) State where the reports are generated and printed and how they will be delivered to the Fairfield County Detention Center.

- 19) State if an inmate can employ the PIN feature on a telephone and whether that phone can operate independently of other inmate telephones in the proposed system. If yes, explain in detail how this is accomplished and how the inmate telephones not using the PIN feature will function.
- 20) State the minimum and maximum number of digits in each PIN and the flexibility of the number assignment.
- 21) State how the system automatically prevents the assignment of the same PIN to more than one inmate.
- 22) PAN - State if the system provides for an allowed call list by PIN, which allows only approved numbers to be called by each inmate. State the maximum number of telephone numbers allowed for each inmate.
- 23) State how numbers are entered into the authorized number database.
- 24) State if one inmate's PIN can be turned off, disallowing all calling by the inmate without affecting other inmate's ability to place calls. If yes, state how this is accomplished and how can automatic reinstatement of a restricted PIN be completed.
- 25) State if any other special calling restrictions are available which are associated with PIN, PAN, phone station or group of phones or entire facility - please describe in detail.
- 26) State when, by whom and via what data entry process is the PIN assignment, approved telephone number list and special restrictions implemented onto the system.
- 27) Address the following for the Inmate Telephone System:
 - *State the maximum number of inmate phones the system can operate as equipped at installation and the maximum limitation of the system.
 - *Describe how automated operator for collect station-to-station calls processes calls in a step-by-step, inmate centralized system interaction manner.
 - *Identify the nearest manufacturer's authorized service location to the Fairfield County Detention Center and describe the guaranteed emergency and non-emergency service response time for hardware and or software failure.
- 28) Describe any alternative methods of calling for inmates. (E.g.: Debit and prepaid.) Also describe the Contractor's ability to provide debit and collect international calling.
- 29) State in what time frame(s) and to what destination the system will report malfunctions, fraud attempts or other information necessary to properly maintain the integrity of the system.
- 30) Identify the features/functions that are programmed locally (on-site) and which features/functions are programmed remotely.
- 31) How will software updating be accomplished? Will this be done remotely or will someone be on-site?
- 32) Describe the process for on-site training of Fairfield County Detention Center personnel.
- 33) At what time does the billing for an inmate call begin?
- 34) Describe the real-time call monitoring process.
- 35) Alarm / Alerts – describe if ITS has alerts that can be set by inmate, PAN (telephone number) or station.
- 36) Describe any additional services; technical features or options that you feel are relevant to this RFP.
- 37) Describe billing and collection process based on the following criteria:
 - *What types of payment options are available to the called party?
 - *Describe the process for customer service inquiries and hours of availability.
 - *Provide statistical data regarding the customer service responsiveness for the last 12 months.
- 38) Contractor must have personnel to handle citizen requests. Describe procedures for handling customer complaints, refund requests, and blocking of requested telephone numbers. Also state what company, if not your own, will provide these services. If not your own company, please identify the Service Level Agreements you have in place with the providing company.
- 39) System must have the capability to remotely survey inmate calls and be able to transfer specific calls in progress to investigators.
- 40) Provide sample agreement between Contractor and Fairfield County Detention Center.

Additional Features and Services

Contractor should provide a kiosk, web payment service and live operator support for friends and family to deposit money to an inmate's trust account, purchase prepaid calling time and pay various other fees that they facility collects. Kiosk must be fully integrated with ITS and not provided by subcontractor or third party.

Contractor should provide a intake / booking kiosk to deposit money during booking process to an inmate's trust account, purchase prepaid calling time and pay various other fees that they facility collects. Kiosk must be fully integrated with ITS and not provided by subcontractor or third party.

Inmate Phone System Provider must provide a live operator solution for answering friends and family questions regarding bail as well as providing a means for friends and family to pay bail via customer service, payment kiosk, web payment or remote locations for cash payment.

Contractor must be capable of providing a secured inmate kiosk for video visitation, commissary ordering, and inmate educational. The system must be fully integrated with ITS. Contractor shall provide County with single management system for kiosk and inmate phones. System must be a high security device capable of being installed in inmate areas.

Innovation & Comment

Contractor may include any other information that is believed to be relevant but is not specifically asked for in this RFP. Contractor may explain in detail any innovation, alternatives, or more cost-effective approaches available in any area of the RFP. Contractor may provide suggestions of other products or services available that may assist the Fairfield County Detention Center.

Management/Implementation Plan

Proposed project plans and milestones are required to be submitted with the proposal.

Commissions and Calling Rates

Fees and commissions to the Fairfield County Detention Center must be paid based on all gross billed revenues (completed calls) regardless of collectable status. "Gross" revenue excludes any reductions for factoring charges for fraudulent and un-collectibles

Commissions must be paid monthly and must be accompanied by a commission report which must include the following information:

* Date of report and time period covered.

* Report must include number of calls, minutes, gross revenue and commissions broken down by call area: local, intralata, interlata, interstate, international by inmate telephone.

Commission report must be integrate with ITS and available real-time and accessible by Detention Center administrator. All call pricing and commissions must be calculated real-time.

All components required to render the services complete, installed, and operational must be provided by contractor at no cost to the Fairfield County Detention Center. The Fairfield County Detention Center will pay no freight, delivery, installation, setup, or service fees.

Please provide your commission offer.

Please provide calling rate proposal.

More than one commission and calling rate may be offered.

SCOPE OF CONTRACT – REQUIREMENTS

Upon acceptance of an offer by the Fairfield County Detention Center and issuance of a Contract Award by the Fairfield County Detention Center, Contractor shall be obligated to deliver the products and services, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein.

COMPETITIVE PROPOSALS

Proposals will be opened so as to avoid disclosure of contents to competing vendors, and kept secret during the process of negotiation. However, all proposals shall be available for public inspection after award, except for trade secrets and confidential information contained in the proposals and identified as such.

Proposals will be evaluated and award made on the basis of the following factors:

Criteria

Qualifications/Experience

Equipment, Software & Service

Reliability

Security

Features

Labor Savings

Benefit to inmates and Friends & Family

Product Compatibility

Detailed Questions

Management/Implementation Plan

Additional Features and Services

Commission and Calling Rates

Negotiations may be conducted with responsible vendors who submit proposals determined by the Committee to be reasonably susceptible of being selected for award. All vendors will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

a. Any oral negotiations must be confirmed in writing prior to award.

b. Award may be made without negotiation of proposals with any Contractor.

INSTRUCTION AND ASSISTANCE

Contractor shall provide all technical assistance that may be required during the installation and initial use of the equipment normally provided their most favored customer, including operational training for employees. Manuals, instructions, and names of technical representatives available via telephone will be given to the staff of the Detention Center.

TERM OF CONTRACT

This contract shall be in effect for a period of one (1) year after system acceptance by the Fairfield County Detention Center and active calls are being made with yearly options at sole discretion of the County for two (2) additional one (1) year options.

SAFEGUARDING OF INFORMATION AND DATA

The Contractor shall safeguard all information and data provided by the Fairfield County Detention Center. Further, Contractor shall not sell or make available data or mailing lists compiled from data received Fairfield County Detention Center without the express written approval of the Fairfield County Detention Center with appropriate remuneration to the Fairfield County Detention Center.

SELECTION CRITERIA

The review committee shall assign up to the maximum number of points as stated in this section for each evaluation item to each of the offerors. All assignments of points shall be at the sole discretion of the committee. Offerors who do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

The selection of the offerors will be made in accordance with the Fairfield County Procurement Manual. The County shall have the sole discretion in evaluating both the proposals and the qualifications of the offerors. The County reserves the right to reject any and all proposals and is not bound to accept any

proposal, if the proposal acceptance is contrary to the best interest of the County. The County reserves the right to waive or modify any information, irregularity, or inconsistency in statements received, request modification to statements from any or all offerors during the review process. All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Committee to evaluate the proposals Statements:

- Firms qualifications: Evidence of successful completion of similar projects in the past. Provide three (3) examples of projects for each area of interest. Like projects must have been satisfactorily completed within the past five (5) years. **25 Points**
- Technical capacity and previous experience in areas of interest. Project team employees with specific experience and availability. **20 Points**
- Previous work experience in Fairfield County or nearby counties with an emphasis on successful partnerships with other County and local government agencies. **20 Points**
- Qualifications of personnel assigned to the project. **15 Points**
- Demonstrated ability to meet time and budget requirements. **10 points**
- Availability of staff to handle both large and small workloads while maintaining high quality and timeliness. **10 Points**

Maximum Points available is 100 Points.

