

Invitation to Bid – Inmate Communications System



Etowah County Commission and Etowah County Sheriff's Office

BID NO FY 2024-10

Overview

The Etowah County Commission is soliciting sealed bids from qualified Vendors to provide inmate communication services (ICS), including a recording system, monitoring system, equipment for the inmates, and other potential ancillary services at the following County facility:

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

Any item not specifically mentioned but necessary for the delivery and operation of ITS and other ancillary services shall be included in your response. The County requires a turn-key centralized inmate communications solution that provides a minimum uptime of 99.5% throughout the duration of the contract. All Vendors should meet the requirements listed herein. In instances where your system differs from these requirements, you must note the difference and describe in detail how the system will meet the County's needs without including this specific requirement. Failure to meet these requirements may be cause for rejection of the Vendor's bid at the County's discretion. No pre-bid meetings will be provided; however, questions may be directed to the Sheriff's office to Keith Peek Chief of Administration Phone 256-546-2825 Ext 309. The County and Sheriff's Office reserves the right to request clarification for any bid submitted and enter into negotiations that are in the best interest of the County.

The contract resulting from this ITB shall be for a period of three (3) years. At the end of the contract, the selected Vendor and agrees to, if, and as allowed by law, provide service on a month-to-month basis until the County can procure a new contract.

Current Detention Center Information

The Etowah County Detention Center (ECDC) houses City, County, State, and Federal inmates. Vendors must seamlessly integrate, at vendor's expense, with the Etowah County Detention Centers JMS provider to update the system of bookings, releases, and location updates at a maximum of every five (5) minutes, in addition to any inmate data that may be needed for Vendor or third-party connections. The selected Vendor's inmate communications system, via a software interface, must automatically and in real-time, or no more than every five (5) minutes, update the inmate communications software to include the inmate's local ID (JMS calls this the Name Number) number, which must be used as the inmate's PIN number, and other required data fields. Examples may include booking numbers, date of birth, and housing locations. The Vendor's platform must also require the inmate to automatically create a four (4) digit private PIN upon each booking.

ECDC currently has a contract with Keefe Commissary Network (KCN) Vendor should meet all expectations of integrations with KCN or any commissary company chosen by ECDC to use upon Vendor's go-live dates.

The Detention Center's current population is approximately 665.

Phone/Tablet Information

The County currently has 68 phones including 1 cordless phone for medical. The facility will need a minimum of 645 tablets at install. Tablet ratio will be determined on by the ADP at a 1:2 ratio.

Phone Schedule

The four (4) booking phones are part of the total sixty-eight (68) booking phones. Calls must be allowed twenty-four (24) hours per day and allow three (3) free local five (5) minute calls per inmate PIN.

Visitation Information

The County currently has 42 Inmate Kiosks, five (5) of which are friends and family (Visitor) kiosks.

Visitation Schedule

Sunday through Saturday

8:00 AM – 11:00 AM.

1:00 PM – 5:00 PM.

6:30 PM – 9:00 PM (last visits are connected/scheduled at 8:30 PM.)

ITB Schedule

The estimated schedule for the Invitation to Bid is as follows:

Event	Date
Release of the ITB	July 23 rd , 2024
Response Submission Deadline	August 15 th , 2024 by 10:00 a.m. CST
Demos (Virtualized)	Set by Facility if needed
Contract Award	August 27, 2024
Contract Effective Date & Installation Date	90 days of signed contract

ITB Submission

One (1) Original and three (3) copies of the Bid (each including a digitized, searchable USB drive containing the Bid) must be in a sealed envelope or package plainly marked on the outside **Inmate Telephone System Bid No FY 2024-10**, and must be returned no later than August 15th, 2024 by 10:00 a.m. CST to the following address:

Etowah County Commission
Etowah County Courthouse
800 Forrest Ave.
Gadsden, AL 35901
ATTENTION: Inmate Phone System Bid No FY 2024-10

Bids not received by the stated time and date will be automatically disqualified from consideration and sent back to the Vendor unopened. The original bid must be clearly marked “**ORIGINAL**” and contain all original signatures of the Vendor submitting the response.

All information for this bid has been provided in this ITB.

Definitions

For the purpose of this Invitation, the term “Vendor” refers to the provider of equipment and services. The word “County” will refer to Etowah County Commission, Etowah County Sheriff’s Office, (ECDC) Detention Center, Sheriff, and staff.

The “system” will be referred to as the ICS’s individual method for providing all services requested.

The words “must” and “shall” indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection of the bid. There may be other requirements that the County finds important but not mandatory. It is important to respond in a concise manner to each requirement in this document.

Termination

The obligation to provide further service under the terms of the resulting agreement may be terminated by the County upon ninety (90) days' written notice in the event of a material breach

by the successful bidder to perform in accordance with the terms hereof. In the event the County chooses to discontinue this contract, the Vendor warrants that it will remove all equipment from the facility without charge. Service and equipment will not be removed until another Vendor has been identified. The removal of equipment and disconnecting of the present system will occur during the implementation of the new system with minimal interruption of service to this County. It will be necessary the current Vendor cooperates with the new Vendor during the implementation of the new system.

The County reserves the right to test equipment and services for satisfactory performance for a period of thirty (30) days. After the test, in the event the equipment or service is unacceptable, the County will notify the selected Vendor in writing and give the selected Vendor thirty (30) days to bring the equipment and service(s) to a satisfactory level. If the equipment or service(s) remain unsatisfactory past the thirty (30) days, the County reserves the right to charge a \$500.00 per day service penalty until satisfactory performance is achieved or the County may terminate the contract and award it to the next County selected Vendor. The Vendor must commit to providing service in the interim until the new Vendor can replace the equipment, at which time the contract is terminated. Each Vendor must state their agreement to comply with this paragraph in the bid.

Damage and Repair Liability

The County will have no liability to the Vendor for fraud, theft, vandalism, damage, or loss of the Vendor's equipment inflicted by the staff, inmates, or public. All costs associated with the repair of equipment will be the responsibility of the Vendor. Other ancillary services may require hardware that falls outside of this stipulation.

The Vendor warrants that all repairs will be made at its expense. Vendors shall make all reasonable efforts to ensure the services are operational and repaired as quickly as possible.

Hold Harmless Provision

The Vendor shall at all times indemnify and hold harmless the County Commission, Sheriff, and each of their officers, employees, servants, agents, and departments against all liability, a 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 or occurring from any cause whatsoever in operation and/or use of the inmate communications system, provided pursuant to this ITB, and will at its expense defend on behalf of the Sheriff, 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.

Insurance

Bidder shall provide the County with a Certificate of Insurance, both Workman's Compensation Insurance and General Liability Insurance coverage for work at the County facility with limits of not less than \$250,000/\$500,000/\$100,000 with an excess umbrella of \$1,000,000. Successful Vendors must submit copies of insurance certificates to the County before any work can begin.

Negotiations

Negotiations may be conducted with prospective Vendors who submit bids. The County reserves the right to reject any and all bids or waive portions thereof and choose the bid which best meets the needs and requirements of the County. The County reserves the right to require the Vendor to provide demonstrations and/or samples as part of negotiations.

Vendor Qualifications

Experience

- a. The County is contacting prospective Vendors who have an interest in or are known to conduct business relevant to this ITB for ICS and ancillary services. The Vendor must be an experienced, reputable firm providing the requested system. Vendors not currently involved with these systems will not be considered for this contract.
- b. Vendors must provide a list of their current customers in the State of Alabama.
- c. Vendor must service at least five (5) jails in the State of Alabama and list all their previous customers in the State of Alabama that were lost or failed to renew a contract with Vendor in the last 18 months. This is required.

References

The Vendor must provide five (5) references, including name, location, and size of the facility, date of installation, and a contact person, phone number, and email address. Sites within Alabama are preferred.

Inmate Telephone System

Calling Options

- a. The Vendor must fully describe all available calling options.
- b. Describe all points of sale which will accept payments for all proposed services.
- c. All deposit methods, whether provided by the Vendor or a third party, must be thoroughly described.
- d. All associated fees (whether to the depositor or to the inmate) must be fully disclosed for all proposed deposit methods in Vendor's Bid. Fees shall not be allowed to be charged or changed.
- e. Vendors shall be responsible for all refunds. Vendors shall detail their refund policy for both inmates and customers.

Call Branding

All calls placed from the County on the inmate telephones must be capable of being identified to the called party as follows: **This is a _____ (call type specific call) from _____ (prerecorded inmate name), an inmate at the Etowah County Detention Center.** The prerecorded name may not be longer than two (2) seconds, and the system must allow the County to listen and delete it if necessary.

The system must provide the called party with the ability to hear calling rates as they apply to the phone call they are receiving. Both parties must be notified the call is being monitored and recorded. No call rates charged can be more than the approved rate of the call type. For investigative purposes, the ITS must record both sides of the conversation from the time an inmate picks up the handset until the call has ended. The County shall have access to these CDRs and recordings, which include the call type chosen.

Call Acceptance

- a. The proposed system shall provide an option for the called party to request the rate of the call prior to acceptance.
- b. The proposed system shall include user prompts in English and Spanish, at a minimum.
- c. The called party must actively accept the call.
- d. The inmate cannot communicate or hear the called party until the call has been accepted.
- e. Billing must not begin until the call is accepted.
- f. The system must allow the County to enable some telephone numbers to be called without any charge, i.e., to Attorney or Public Defenders, at the County's discretion.
- g. The system must allow the County to enable some telephone numbers to be called without audio recording, i.e., to Attorney or Public Defenders, at the County's discretion. These calls must be logged in the CDRs, but shall not be recorded.
- h. The inmate must be warned prior to disconnecting that the call time limit is about to expire prior to call termination.

Voicemail

- a. Vendor shall provide a voicemail option for friends and family to leave voicemails for inmates.
- b. The system must allow for PREA and Crime Tips reporting. These recordings must be automatically and immediately forwarded to the appropriate County personnel, via mobile number or email address, at no cost.
- c. The County must be able to leave voicemails or broadcast messages to both individual inmates and/or facility-wide. The County must also have the option to play these messages to the called party. The system shall allow for the messages to play until an expiration date or a single playback based on settings the County enters while creating the message. The County must be able to present these messages in both English and Spanish, at a minimum.
- d. Vendor may charge for voicemails left to inmates by friends and family. Please describe fees and commission.
- e. Messages from the County or Vendor's Customer Support must be free.

Video Visitation Kiosk System

- a. The system must allow for onsite video visitation following authentication.
- b. The system must allow for remote video visitation following authentication.
- c. Both parties must be notified the visit is being monitored and recorded.
- d. The system must have the ability to display the inmate handbook immediately after logging on with a button that acknowledges that the inmate has reviewed the handbook prior to further use of the kiosk. Once logged on, the inmate handbook must then have an option for further review as needed. The Vendor shall provide a report that shows compliance from an inmate's button press acknowledging the handbook with a timestamp. This report shall be customizable with selectable fields, such as time/date ranges and inmate selection, to include from the start of the contract date to the end of life of the contract either by an inmate or location.
- e. The system must allow inmates to file Grievances and Requests from the kiosks.
- f. The system must allow for PREA notifications and reporting.
- g. The system must contain a County approved legal law library in order for inmates to research their cases. Inmates will be allowed up to two (2) hours of free access each day. However, fees

may apply after the expiration of the free time limit and a message must be displayed prior to fees being charged, notifying the inmate of upcoming fees. At no cost or time restrictions, County must have access (for approximately 80 personnel) to the legal law library for printing abilities for the inmates.

- h. The system should allow for online scheduling. The system should also have the ability to allow the inmate to initiate a visit anytime visitation hours are allowed.
- i. The system must be secure and built for the correctional environment.
- j. The system must allow for recording and live monitoring of video visitation sessions. The system must allow the County to terminate a live video visitation in the event of rule-breaking or for the safety and security of the facility.
- k. The system must utilize face detection, i.e. if the system does not recognize a face is present on the screen, the video will black out but will allow the conversation to continue.
- l. The Vendor must detail any costs associated with the visitation system.
- m. The system shall allow one (1) twenty-five (25) minute free visit per inmate per week on site. Each visit shall be limited to twenty-five (25) minutes. Additional time may be purchased after the initial twenty-five (25) minutes, by either the inmate or visitor, as long as the visit does not interfere with the County's visitation preset hours.
- n. The inmate must be warned prior to disconnecting that the visit time limit is about to expire prior to visit termination.
- o. Inmate kiosks must integrate with commissary company and allow commissary ordering and other features offered by the commissary company which would need access to an inmate kiosk.

Inmate Messaging Solution

- a. The inmate messaging solution must allow inmates to easily send and receive messages to/from friends and family via a handheld device assigned to the inmate, as well as wall-mounted kiosks. The Vendor should describe their ability to provide an inmate messaging solution to the County.
- b. Friends and family must be able to respond by the following: an app, a mobile device via text or email address. Please describe.
- c. Vendors should provide capabilities for staff review before messages are sent and received.
- d. The Vendor must provide reporting capabilities for message threads. Show examples.
- e. The County must be allowed to terminate a conversation based on an individual inmate, friend, or family account and/or facility wide.
- f. The County must be allowed the ability to block friend and family accounts as needed.
- g. The Vendor must detail any associated costs with the system.

Inmate Mail Scanning

- a. Etowah County is interested in providing a mail scanning solution for the inmate mail.
- b. Vendor may contract with a third-party connection to accomplish this requirement.
- c. Mail scan company must receive the inmate mail at an address belonging to the business, scan the mail, provide a secure electronic image, and forward it to the County for redaction, denial, or approval. Once mail is redacted or approved, the inmate shall be able to view on the kiosk. If mail is denied, the inmate and original sender will be notified of the denial by the company. Provide examples.

- d. Mail scan company must be able to forward the physical pieces of mail to County upon the request of the County.
- e. Mail scan company must store all inmate mail for a minimum of 30 days. After that time, mail may be disposed in a way deemed appropriate by the company.
- f. If an inmate is released from custody, they may reach out to the mail scan company and request their physical mail if it is within the 30-day storage time period.

Grievances and Requests

- a. Vendor shall provide inmates access to electronic grievances reporting and request forms on the kiosk.
- b. Vendor shall allow the inmate to send a message to the appropriate staff by selecting a predetermined category from a menu (i.e., grievance, medical, maintenance, etc.) that is managed by the County.
- c. County shall be able to reply and close or reply and keep the thread open pending further information needed by the inmate.
- d. County must be able to initiate a conversation using this system.
- e. County must be able to assign to a certain person or recategorize it to a different request type.
- f. System must be able to alert County if a time period has elapsed and the grievance or request has not been resolved in some form of escalation.
- g. All grievances and requests shall be free to inmates and County. No fees shall be associated with this service.

In addition to the above requirements, the following applies to the entire ITB:

- a. All inmate communications must be ADA-compliant.
- b. The Vendor must supply a TDD or comparable device to accommodate those inmates that would need access to a TDD.
- c. Inmates must only access the phones, kiosks, and other equipment from their JMS-assigned housing location. The two (2) free booking phones and the one (1) booking kiosk will be able to be accessed by any inmate, regardless of JMS housing assignment.
- d. There are three (3) phone locations that must allow use of the phone without a JMS entry into the system.
- e. Inmates shall not have open access to the internet from any device. Internet access shall be limited to approved sites (i.e., law library) that have outbound links disabled.

System Security

- a. The proposed system must be web based with tiered security access levels so employees can access the platform from inside and outside the facility. If any functions cannot be performed remotely, Vendor must clearly describe any limitations.
- b. The system shall be a Web-based, easy-to-use application available securely and remotely, at anytime from anywhere.
- c. The proposed system must be programmed for auto shut off at times designated by the County, based on both system-wide settings and location-based settings.
- d. The County personnel must be able to disable the service at any time for the safety and security of the facility by both system-wide and location-based options.
- e. The proposed system shall be password protected to permit only appropriate County personnel access to the service.

- f. The system must have the capability to enable and disable any phone or equipment at the County from any secured computer.
- g. For security purposes, the system must be a centralized non-premise system that will keep all records secure. Describe your system and how your system will meet this requirement.
- h. The system can set a maximum call length for calls made by inmates. Describe the range of time and increments calls can be limited to.
- i. The system can shut down all or subsets of inmate telephones (by dorm, block, or other groupings).

Inmate PIN System

- a. The ITS must be capable of importing inmate data from the JMS in real-time or near real-time. The PIN update must generate within five (5) minutes, and each PIN may be up to six (6) digits. Any PIN which is less than six (6) digits shall be predated with zeros (0). Facility specifics will be provided to the selected Vendor thirty (30) days prior to installation and conversion.
- b. Once booked, the system must allow an inmate to set his or her own private PIN account. The County and inmate must have the ability to reset the four (4) digit private PIN. Each Vendor shall include a detailed description as to how this will be accomplished.
- c. After release, the system shall automatically mark the inmate as inactive. All inactive inmates who are re-booked or re-activated must complete a re-enrollment. Each new booking for an inmate must automatically require the inmate to re-enroll.

Call Recordings

- a. The proposed system shall virtually maintain all records, including call recordings, utilizing secure dual redundant technology for storage and recordings.
- b. All records, including calls and messaging must be stored for a minimum of (3) years. Video Visitation records must be stored for a minimum of 90-days.
- c. Facility personnel must be able to search all records, including call and visitation recordings, by dialed number, date, time, inmate account, called party, visitor information, depositor information, or site ID.
- d. Facility personnel must be able to simultaneously live monitor conversations while the system is recording the conversations. During live monitoring, the County must have the ability to terminate active calls or visits as needed.
- e. All records, including call and visitation recordings, must be accessible by the County for a minimum of three years of the agreement, call records, must be made available to the County, at no charge, for three (3) years, video records 90-days.
- f. All records, including recorded calls and visitations, must be backed up and geographically disparate to minimize the risk of lost records due to a catastrophic system failure. Please describe Vendor's system backup plan and system redundancy.

Fraud Management

- a. The proposed system must be able to detect potentially fraudulent telephone activity and, at the County's discretion, disconnect calls automatically. Describe the types of fraudulent telephone activity the Vendor's system will detect and the method by which it is detected.
- b. The proposed system shall prevent the inmate from receiving a second dial tone, or "chain-dialing."

- c. The proposed system shall prevent extra digits from being dialed by the inmate after the party has accepted the call. Please describe the process.
- d. The proposed system shall continue to play the brand recording at random intervals throughout the call.
- e. The proposed system shall guard against “hook-switch-dialing” and other fraudulent activities. Please describe.
- f. The inmate shall not communicate with the called party until the call has been accepted.
- g. The system shall detect the difference between an accepted call, an answering machine, a busy signal, and other telephone activity. Please describe.
- h. The system shall permit the called party to block all future calls from the facility.
- i. The County and Vendor must be able to block a phone number, called party, or visitor’s account, by either a lifetime or a specified time limit restriction.
- j. The system must provide the ability to detect PIN sharing and calls from multiple inmates to the same destination numbers. Provide appropriate reports and notification samples.

Security Envelope

Recorded conversations stored in the system must provide security measures to ensure that CDRs and recordings have not been tampered with. This security must extend to recordings that have been transferred to external electronic mediums. The selected Vendor must provide expert testimony regarding the security of the call recordings, if required, at no cost to the County.

Investigative Features

- a. The system shall have the capability to remotely survey inmate calls and be able to transfer specific calls in progress to investigators.
- b. The system will need to be equipped with a remote conferencing feature and email feature for those numbers that are under surveillance by the investigative unit. The feature will need to allow authorized personnel to monitor a call and receive email notifications from a designated remote location while the call is in progress. The call will need to be automatically conferenced to a predetermined investigator’s telephone number in listen only mode once the call is accepted by the called party in progress.
- c. The system must allow for all calls remotely conferenced to investigators to be accepted by the investigator with a unique PIN.
- d. The system must offer translation and transcription of all recordings.
- e. The system must offer extraction/download of all data and recordings.
- f. The Vendor must integrate with the third-party investigative suite provided by Argus Technologies or equivalent.

Lobby Deposit Kiosk for Inmate Telephone System and Visitation Deposits

- a. The Vendor must provide a lobby kiosk that allows friends and family to deposit funds via cash and credit/debit card.
- b. The lobby kiosk must have a touch screen, a receipt printer, a bill acceptor, credit/debit card swipe, and it must be built in a steel case to prevent vandalism.
- c. The lobby kiosk must be ADA-compliant.

- d. The Vendor must collect all money and handle all deposits. Etowah County will not be held liable for any money or deposits, including the removal or transfer of funds to a banking institution.
- e. The Vendor must provide options with regards to transferring money between inmate trust to inmate phone and the reimbursement of funds to inmate trust when an inmate is released.
- f. The Vendor must provide information and fees to the County in regards to how money is returned to inmates and friends and family upon an inmate's release.
- g. The kiosk must also be able to register and schedule visitations.

Reports

- a. The Vendor shall supply a method to retrieve call detail reports to the County. The reports shall contain a variety of call information and be customizable to suit the County's needs.
- b. Vendors shall attach samples of their call detail and other standard reports.
- c. The Vendor shall provide secure access to all calling activity within the facility via the internet/web.
- d. The Vendor shall provide all reports relating to accounting and auditing financial records, including, but not limited to, deposit reports, inmate account activity, site records, and commission reports. Provide examples.
- e. Vendor shall provide support during financial audits at no cost to the County, if requested.
- f. All reports must be available to the County via web access to the system based on permissions and/or roles. The County shall not be required to contact Vendor to retrieve any data. The County shall not be responsible for any costs related to reports generated by the system.
- g. The system must provide an audit trail for all users that can be viewed based on user level.

Service and Maintenance

- a. The Vendor shall provide a 24-hour, toll-free service number to both the facility and friends and family. The County shall have a direct number and email address for customer service to report issues or create trouble tickets.
- b. The Vendor shall address all major service outages within two (2) hours.
- c. The Vendor shall provide service policies and procedures as an attachment to this bid.
- d. Describe the maintenance and quality assurance programs for telephones and all equipment to be installed.
- e. Detail the method of determining service interruptions and service call priorities. List the response time for each priority and the level of expertise devoted to each priority.
- f. Provide a contact person who will be responsible for ongoing account management and support.
- g. The Vendor shall provide a full-time Technician from their company to maintain all equipment. No third-party contractors are allowed.
- h. The Vendor shall provide a Technician to replace and service the facility and will not send replacement phones or equipment to the Detention Center for County staff to replace.
- i. The Vendor acknowledges the site Technician will be fingerprinted and have a background check performed prior to being allowed entry to work within the facility. If the County determines the Technician will not be allowed entry in the facility, the County will notify the Vendor and request an alternate Technician be obtained. The new Technician will proceed with the listed process as above.

Training

- a. The Vendor shall provide initial onsite training to the County staff in system administration, operation, and reporting. Training thereafter can be remote or, if requested by the County, onsite. All training will be provided to the County at the Vendor's expense.
- b. Describe the training program, including a description of topics covered and any applicable documents.

Installation

- a. The Vendor will provide inmate phone sets, an automated inmate call control system, visitation recording sets, remote system access, and all other ancillary services requested in the system and ensure they are working properly. This installation is to be completed within sixty (60) days after the contract is signed.
- b. The Vendor shall submit a complete and detailed schedule of the time frame required for installation, including utility coordination, internet service provider installation, training, cut-over, and testing. The service must be installed in a manner and under a timeframe designed to minimize disruption of the normal function of the County.
- c. Any delay in the implementation of the Vendor's schedule that is caused by the County will increase the Vendor's time allowance to complete installation, but the Vendor must submit a complete and detailed schedule of additional time required.
- d. The risk of loss and/or damage will be assumed by the Vendor during shipment/travel, unloading, and installation.
- e. It is anticipated that the one-for-one replacement of equipment in their current locations may be accomplished without substantial disruption of service or damage to the County's property. Each Vendor 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 Vendor. Any additional wiring or fiber installed by the Vendor will become the property of the County.
- f. The County does have wiring run to each of the cell blocks for visitation. The County does allow approved external conduits. At no cost to the County, the Vendor will be responsible for adding necessary wiring or fiber infrastructure to install needed communication devices to the desired cell blocks.

Consumer Fees

The County believes in providing fair and affordable services to friends and family. The Vendor must disclose all possible consumer fees. This includes Vendor fees and third-party fees. The County may reject bids if all potential fees are not fully disclosed. This would include, but is not limited to, any and all deposit fees, transfer fees, refund fees, account maintenance fees, billing fees, paper bill fees, monthly access fees, etc.

Commission

- a. The system shall have the capability to inform the called party of the call cost prior to acceptance.
- b. The rates charged to users shall be no more than the maximum tariffs as mandated by State and Federal Regulations.
- c. Vendor billing to called parties must include the Vendor information and a toll-free telephone

- number to resolve billing disputes. Please describe.
- d. Billing charges shall begin at the time of the call acceptance when the calling party is connected to the called party and shall be terminated when either party hangs up. Incomplete calls, such as network intercept recordings, busy signals, no answers, refusal of calls, answering machine pick-ups, etc., shall not be billed.
 - e. Vendor shall include a detailed analysis as to how they determine commissionable revenue, including examples of consumer deposits from all points-of-sale, the fees they pay, the dollar amount available for a call given the deposit, and the amount that the County is commissioned after the dollar amount has been used from an accepted call.
 - f. Commission rates alone will not be the sole deciding factor for the basis of this award. The County will evaluate all competitive bids. The award will be made to the company that meets the overall need of the County.
 - g. Vendors are required to list all associated taxes and fees.
 - h. The selected Vendor will not be permitted to charge any fees or taxes for the duration of the agreement which are not listed in the Vendor's response or agreement.
 - i. Vendors will not be permitted to charge any type of transfer or integration fees to the County for the duration of the agreement.
 - j. The County will NOT tolerate fee gouging or intentional revenue errors or omissions. If the County notifies the Vendor of revenue anomalies, the Vendor will have a thirty (30) day cure period to resolve the issue and notify the County in writing of its full resolution. Throughout the terms of this agreement, the Vendor will be responsible for all taxes, regulatory fees, bad debt, unbillables, credit card chargebacks, rate file and billing errors, and credit disputes. Deductions from or reductions in commissions to the County will not be allowed.
 - k. The County requires the Vendor to pay commissions on all revenue-generating call and communication types including, but not limited to, collect, prepaid, debit, direct billed, voicemail, video visitation, text, and email. If there are any communication types in which the Vendor does not agree to share revenue with the County, the Vendor must list those items under this section. Commission requirements for Vendor provided communication modules are detailed in the agreement.

Commission Offer

Commission rates alone will not be the sole deciding factor for the basis of this award. The County will evaluate all competitive bids. The award will be made to the company that meets the overall need of the County. The facility cost recovery fees, or commissions must be based on total gross revenue (TGR), which is inclusive of any and all revenue generated by and from the phones and visitation systems, regardless of the source. Single payment calls, direct billed calls, and voice message fees are not exclusions and shall be considered as a part of TGR.

The Vendor will be responsible for all billing and collection expenses, including, but not limited to, bad debt, unbillables, uncollectibles, credit card chargebacks, LEC rejections, platform rating errors, tax engine errors, and network expenses. None of the aforementioned Vendor responsibilities may be deducted from the County's TGR before the commission is calculated and paid to the County.

All commission offerings will be final for the duration of this agreement, regardless of any regulatory changes.

Minimum Monthly Guarantee (MMG): \$ _____

MMG is a minimum amount of monthly commission the Vendor guarantees to pay the County. This amount is based on an average daily population of 625 inmates. The Vendor shall pay to the County each month the higher amount of the MMG or the commissions due the County.

Please identify all call types the County will receive a commission on, along with the proposed calling rates, in the following format (please create a chart for all commissionable events, including but not limited to the types below, i.e., visitation, messaging, voicemails, etc.):

Proposed Call Type: *Prepaid- Pin Debit*
Commission percentage to County: _____ %

	First Minute (connect + per minute charge)	Subsequent Minutes
Local		
IntraLATA		
IntraState		
InterState		
IntraCell		
Canadian		
International		
None (Voicemails)		

Proposed Call Type: *Prepaid- Collect Calling*
Commission percentage to County: _____ %

	First Minute (connect + per minute charge)	Subsequent Minutes
Local		
IntraLATA		
IntraState		
InterState		
IntraCell		
Canadian		
International		
None (Voicemails)		

Proposed Communication Type: _____
Commission percentage to County: _____%

BID RESPONSE FORM

Vendor's Name: _____

Out of State: Yes _____ No _____

If yes, provide the Registration Number: _____

Address: _____

Mailing Address: _____

City/State/Zip: _____

Company Representative: _____

Position: _____

Phone: _____ Fax: _____ Cell: _____

Email: _____

Will the Vendor be financing through another entity besides itself? Yes _____ No _____

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

Financing Entity or Agency Authorized Signature: _____

This form must be completed and returned with the Vendor's ITB response. All required documents and any exceptions taken must be included as an attachment to this form. If no exceptions are taken, then the Vendor should state, "No exceptions taken."

Signature: _____

Printed Name and Title: _____

Date: _____

OUR COMPANY CHOOSES TO SUBMIT A NO BID

Signature: _____

Printed Name and Title: _____

Date: _____

AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared _____ who, after having been duly sworn, upon oath did depose and say;

That the foregoing bid submitted by _____

_____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The bidder is not a member of any trust, pool, or combination to control the price of products or services bid on, or to influence any person to bid or not to bid thereon. I further affirm that the bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone number _____

Fax number _____

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ DAY OF _____, 20 _____.

Notary Public in and for _____ County _____ State

