

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
INMATE TELEPHONE SYSTEM**

**RFP #15-07APR09 – INMATE TELEPHONE SYSTEM
Release Date: March 2, 2009**

**Submittal Deadline:
April 7, 2009
not later than 10:30 a.m. Central Time**

**Boone County Purchasing
601 E. Walnut Street, Room 208
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 15-07APR09 – Inmate Telephone System for the Boone County Jail Facility

Sealed proposals will be accepted until **10:30 a.m. on Tuesday, April 7, 2009** in the Boone County Purchasing Office, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390, e-mail: mbobbitt@boonecountymmo.org. or from our web page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPB
Director of Purchasing

Insertion: Wednesday, March 4, 2009
COLUMBIA DAILY TRIBUNE



1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 10:30 A.M.,** Central Time, on Tuesday, April 7, 2009 to:

Boone County Purchasing Department
Melinda Bobbitt, CPPB, Director
601 E. Walnut Street, Room 208
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 10:30 A.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and seven (7) copies of the proposal (total of eight). Proposals will be opened publicly at 10:30 a.m. on April 7, 2009 but only names of Offerors will be read aloud. All proposal responses will be considered public information and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person or firm who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for an **Inmate Telephone System** as set forth herein.
- 2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Services
 - 4) Proposal Submission Information
 - 5) Response/Pricing Page

2.2. Guideline for Written Questions:

- 2.2.1 All questions regarding this Request for Proposal shall be submitted in writing, **prior to the proposal opening** and no later than **5:00 p.m., Wednesday, April 1, 2009**. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:
- a. Melinda Bobbitt, CPPB
Director of Purchasing
601 E. Walnut Street, Room 208
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymmo.org
- 2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

- 2.3. **Timeline:** The County anticipates a contract award following evaluation of the proposal responses within **45 days from the RFP opening date and completion of installation and training within 60 days from award of contract.** These dates are provided for informational purpose and may change as requirements dictate.
- 2.4. **Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents, the County's proposal file becomes part of public record at time of contract execution or when all proposals have been rejected.



3. SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as the *County*, seeks a qualified firm to provide for the furnishing, delivery and installation of hardware and software for an **Inmate Telephone System** at the Boone County Jail Facility in Columbia, Missouri. The system shall provide for local and long distance telephone service, including a recording and monitoring system and equipment for the inmates.

3.2. Background Information:

3.2.1. Background

The system currently employed at the Boone County Jail Facility (hereafter referred to as Facility) is with Securis Technologies. This is the current manifestation of Evercom Phone system and is the descendant of the original system installed at the County in 1991.

The facility has a maximum of 210 beds and the average inmate population is 190.

There are four housing buildings at the Facility with a current total of 23 inmate phones. The County needs to add four additional phones for a total of 27 inmate phones. There are two public use coin phones located in each of our lobbies. The facility has four holding cells each equipped with a telephone that allows "free" calls to anyone local including bondspersons and family.

3.2.2. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>.

3.2.3. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

3.3. General Requirements:

Any item not specifically mentioned but necessary for the delivery and operation of the proposed system shall be included in the proposal response. These specifications and requirements should be in sufficient detail to secure proposals on comparable services.

- 3.3.1. The inmate telephone system shall consist of a minimum of twenty-seven (27) inmate telephone units (among the four housing buildings), eight (8) recorded *inmate visitation telephone units in the inmate visitation areas*; and five holding cell phones (in the five holding cells) that allows “free” calls to anyone local including bondspersons and family, and two (2) public use coin phones; one in each of our public lobbies. Each inmate telephone shall be connected through individual on/off switches located at each housing building control room. Contractor shall be responsible for maintenance on all equipment installed for the length of the contract at no cost to the County. Maintenance costs for the next seven years must be outlined in proposal response.
- 3.3.2. The system shall provide all of the functions necessary to operate and control all features and related accessories. The contractor shall make every effort to provide a system that shall be sufficiently flexible to meet the requirements of the user.
- 3.3.3. The system shall provide a web-based interface for administering the inmate phone system. Such interface shall include but not be limited to administrative rights control for adding, deleting and reporting on user activity, blocking numbers, PIN administration, call detail listings, and recording and playback of telephone calls. The interface shall also have the ability for the administrator of the system to monitor and report on user activities within the interface.
- 3.3.4. Describe if the inmates have the ability to call cell phones collect.
- 3.4. The system shall allow outgoing calls only.
- 3.5. The system shall allow inmate calls to be restricted to a minimum of 10 minutes. County representatives must be able to change this call duration limit by inmate PIN, specific telephone, or group of telephones. The duration may be increased up to 30 minutes at operator’s discretion.
 - 3.5.1. The users – inmate and called party – shall be notified of limit in advance of the system terminating the call.
- 3.6. Contractor shall supply one TTY phone to the Facility. This TTY phone must be compatible with billing, recording, and monitoring the same as the regular inmate phone system.
- 3.7. The system must require active acceptance by the called party.
- 3.8. The system shall include user prompts in English and Spanish in addition to other languages that may be requested by the County.
- 3.9. The system should have the ability to complete outgoing collect, prepaid debit, calling card, and called party credit card calls. For prepaid debit transactions, the end-users funds must be made available for use within 15 minutes after the funds

have been received by the contractor. If prepaid service is offered, the Offeror should explain how it works in detail including how commissions are to be paid on each type of call from the facility.

- 3.10. The Contractor should have a program that will proactively attempt to set-up an account for individuals who are not able to accept collect calls, enabling families to quickly communicate with incarcerated individuals. Please describe your program.
- 3.11. Contractor must notify end user when they have reached 75% of its site or personal credit limit and describe process.
- 3.12. The system shall be able to provide toll free calls to local area law firms and bonding companies. This feature may be restricted to the "holding cell area only" of the jail facility.
- 3.13. The system shall provide the capability to track and identify specific telephone numbers called by each individual inmate telephone, as may be required. The system shall provide the capability of monitoring and recording all calls, from both the inmate phones and visitation phones, made by each inmate.
- 3.14. The recording system shall have the ability to fast forward and rewind recordings as necessary during the playback process. In addition, the recording system shall also have the ability to burn recordings to CD ROM and/or DVD.
- 3.15. The live monitoring system shall have the ability to notify designated parties via email, pager and/or cell phone of calls made to specific telephone numbers that are under a watch status. The notified party must be able to monitor the specific call from a remote location via the internet.
- 3.16. Personal Identification Number (PIN) *(ONLY IF USED OR SUBMITTED OF REQUESTED BY COUNTY)*
 - 3.16.1. The system must have the capability to assign PIN numbers at the time of booking.
 - 3.16.2. The system shall utilize Personal Identification Numbers (PIN) for the inmates. Describe your system's use of PINs, including Open PIN, Restricted PIN, and Closed PIN.
 - 3.16.3. The system shall prevent duplicate PINs.
 - 3.16.4. State the minimum and maximum number of digits used in a pin.
 - 3.16.5. The County must be able to restrict calls based on the inmate's PIN. This includes call duration, time of day, and destination numbers.
 - 3.16.6. The system shall provide a method of verifying the inmate's PIN to guard against fraudulent PIN use through voice verification. Provide a detailed description of your solution. List facilities where this feature has been implemented.
- 3.17. **Fraud Management**

- 3.17.1. The system shall be able to detect, notify and prevent three-way or conference calls, except for those calls to attorney's or other approved numbers. The County understands that there are industry patents in this area. Please provide a description of the process you have deployed on your platform and why you feel the technical approach provides the best three-way detection solution.
- 3.17.2. The system shall prevent the inmate from receiving a second dial tone, or "chain-dialing".
- 3.17.3. The system shall detect any extra digits dialed by the inmate after the party has accepted the call. Please describe process.
- 3.17.4. The system shall have capability to remotely survey Inmate calls and be able to transfer specific calls in progress to investigators.
- 3.17.5. The system shall brand each call with the name of the facility and the inmate placing the call.
- 3.17.6. The system shall continue to play the brand recording at random intervals throughout the call.
- 3.17.7. The system shall guard against "Hook-switch dialing," and other fraudulent activities. Please describe.
- 3.17.8. The inmate shall not communicate with the called party until the call has been accepted.
- 3.17.9. The system shall detect the difference between an accepted call, and an answering machine, busy signal, or other telephone activity. Please describe.
- 3.17.10. The system shall allow call blocking of specific numbers by inmate PIN telephones, or group of telephones. The system shall be able to block access to an unlimited number of specific telephone numbers upon request.
- 3.17.11. The system shall also assign approved calling numbers according to inmate PIN.
- 3.17.12. The system shall permit the called party to block all future calls from a correctional facility.
- 3.17.13. The system must have the capability to suspend an inmate's privilege for placing a call and set a beginning and end date without the need to manually re-enable privileges.

3.18. Other Investigative Tools

- 3.18.1. The system shall be equipped with a remote call-forwarding feature to those numbers that are under surveillance by the investigative unit. The feature shall allow authorized personnel to monitor a call, from any designated remote location, while the call is in progress. The call shall be automatically re-routed once the call is accepted by the called party and in progress. There cannot be any distance barriers to the retrieval process so the remote telephone number can be located within the facility or across the country.
- 3.18.2. The system must have the capability to move an inmate or group of inmates from one housing unit to another without the need to re-enter the information.
- 3.18.3. Please provide any other additional investigative tools, features, or creative solutions that might be available to the County.

3.19. Call Acceptance

- 3.19.1. The system shall alert the called party of the per-minute cost of the call prior to acceptance.
- 3.19.2. The called party must actively accept the call.

- 3.19.3. The inmate cannot communicate with the called party until the call has been accepted.
- 3.19.4. Billing does not begin until the call is accepted.

3.20. System Security

- 3.20.1. The proposed system must be programmed for auto shut-off at times designated by the County.
- 3.20.2. The County personnel must be able to manually shut down the system in case of emergency.
- 3.20.3. The proposed system shall be password protected to permit only appropriate facility personnel access to the system.
- 3.20.4. The system must have the capability to enable and disable any phone at the facility from any secured internet enable computer.
- 3.20.5. For security purpose, the system must be centralized non-premise system that will keep all records secure and not require the need to maintain at the facility. Describe your system and how your system will meet this requirement.

3.21. Reports

- 3.21.1. The system shall generate reports that state, at a minimum, the date and time each call is placed, the source of the call, the telephone number called, the date and time the call ends, duration of the call, and a voice recording of all parties involved in the conversation. The system shall have the capability to store calls in memory for a period of time sufficient to comply with any requirements of the Public Information (Open Records) Act. At a minimum, the County needs five years of data.
- 3.21.2. The facility shall have the capability to view and track call activity, commission information, and facility service requests from practically any location at any time via a web accessible site.
- 3.21.3. The Contractor shall supply call detail reports to the County. These reports shall contain a variety of call information and be customizable to suit the County's needs.
- 3.21.4. Standard reports should include: Frequently Dialed Numbers, 3-Way Call Attempts, and Call Volume by Telephone.
- 3.21.5. Contractor shall supply monthly revenue reports.
- 3.21.6. Contractor shall attach samples of their call detail and other standard reports.
- 3.21.7. Contractor shall provide a secure access to all calling activity within the facility via the internet/web. The hosted site will need to provide an interface that will allow a facility to view call detail reports, check and track a facility commission data, and schedule monthly payments. This system should also allow facilities to open and/or view the status of service tickets.
- 3.21.8. Real-time commission reports must be made available through the internet detailing total commissions earned for all types of calls completed through the system.
- 3.21.9. Real-time revenue reports must be made available through the internet outlining all calls made from the facility. Such reports should, at a minimum, break out calls by specific call type for collect, prepaid and calling card calls.
- 3.21.10. The system must incorporate an on-line service reporting system whereby the County can submit service request as well as monitor service ticket status and history.

3.22. Service & Maintenance

- 3.22.1. The Contractor shall offer complete hardware and software on-site contract maintenance through itself or an approved facility.
- 3.22.2. The Contractor and/or Manufacturer shall provide engineering and technical support to the County to help resolve any operational or service problems that may occur. The Contractor should provide a twenty-four-hour telephone number for emergency technical support.
- 3.22.3. Acknowledgment of receipt of a repair request from the County must be made within two hours. Contractor shall dispatch for repair within twenty-four hours for minor outages and within four hours for major outages. A minor outage is defined as the inability to originate calls from less than 20% of the stations served. A major outage is defined as the inability to originate calls from 20% or more of the stations served.
- 3.22.4. Describe the maintenance and quality assurance programs for telephones to be installed.
- 3.22.5. It is solely the Contractor's responsibility to provide installation and maintenance which includes all wiring at the facilities as well as any additional wiring required to facilitate visitation recording and monitoring.
- 3.22.6. Detail the method of determining service interruptions and service call priorities. List response time for each priority and the level of expertise devoted to each priority.
- 3.22.7. Provide a contact person who will be responsible for ongoing account management and support.
- 3.22.8. List the service office responsible for the facilities.
- 3.22.9. The Contractor/Manufacturer shall maintain a complete stock of component parts for the system, both for repair and future expansion, as required. Such parts shall include all electronic, electrical, and mechanical components, circuit boards, control modules and standard cabinet modules used as part of the standard system.
- 3.22.10. Parts and labor support for repair and system expansion and upgrades when new technology becomes available shall be continued for the duration of the time that the system is in use. Repair parts shall be available for shipment on an expedited handling basis within 24 hours, 365 days per year, including weekends and holidays. The contractor shall provide a 24-hour telephone number for the handling of such orders.
- 3.22.11. System upgrades, including software upgrades should be provided free of charge to the County for the life of the contract.

3.23. Installation and Cut-Over

- 3.23.1. Installation shall be performed by the Contractor, at no cost to the County. The Contractor shall arrange and be responsible for all facilities and systems necessary to interface the inmate telephone system with all necessary telephone carriers and the equipment and systems.
- 3.23.1. The Contractor shall provide inmate phone sets, the remote administration station and the automated inmate call control system, install the visitation recording sets, remote system access via the LAN and the system and insure that they are working properly. This installation shall be completed within sixty (60) days after award of the contract.

- 3.23.2. An Offeror shall submit a complete and detailed schedule of the time-frame required for installation, utility coordination, training, cut over and testing. The system must be installed in a manner and under a time-frame designed to minimize disruption of the normal functioning of the facilities.
- 3.23.3. If the schedule cannot be met within the 60 days stated above, Contractor must propose an installation schedule of events. Failure to state installation time in the proposal response shall obligate the Contractor to complete installation so as required in the bid. Extended installation time may be considered when in the best interest of the County.
- 3.23.4. Any delay in the implementation of the contractors' schedule that is caused by the County will increase the Contractor's time allowance to complete installation, but the Contractor must submit a complete and detailed schedule of additional time required.
- 3.23.5. The risk of loss and or damage shall be assumed by the Contractor during shipment, unloading and installation.
- 3.23.6. In order to ensure an understanding of the system requirements, a qualified technical representative of the Contractor should conduct an on-site visit to ensure that all required functions shall be present and properly configured in the proposed system. To arrange a site visit, please contact Captain Keith Hoskins at (573) 875-1111 (extension 6235) or Chief Warren Brewer at (573) 876-2128 at the Boone County Sheriff Department.

3.24. Call Monitoring & Recording

- 3.24.1. The proposed system shall maintain 120 days of call recording online.
- 3.24.2. Facility personnel must be able to search call recordings by dialed number, date, time, inmate account, or site ID.
- 3.24.3. Facility personnel must be able to simultaneously listen to and record conversations.
- 3.24.4. Recordings must be backed for archival. Please describe system utilized.

3.25. Training

- 3.25.1. Contractor shall provide on-site training to the County staff (20-25 individuals) for system administration, operation and reporting.
- 3.25.2. The training shall be scheduled at the convenience of the County in order to minimize the impact on shift personnel and scheduling.
- 3.25.3. All applicable manuals shall be provided. The operator's manual shall be clearly written and illustrated to instruct personnel in the proper use of all installed features. Drawings, photographs and/or screen captures should show the location of all operator controls. This manual shall be provided in addition to all other manuals furnished. Copies of any and all operator's manuals shall be provided in advance of the installation, in order to provide personnel with the opportunity to become familiar with the system.
- 3.25.4. Describe training program; include description and any applicable documents.

3.26. Payment Options

- 3.26.1. The proposed system shall allow collect calls only.
- 3.26.2. The proposed system shall provide a debit account for inmates' families and other approved parties.

- 3.26.3. All prepaid calls will be subject to the same restrictions and features as standard inmate collect calls.
- 3.26.4. The called party shall be informed of the per-minute cost of the call prior to accepting the charges.
- 3.26.5. The proposed Contractor shall have a system in place that will allow inmate families and friends to set-up alternate billing methods directly with the Contractor. Two of the methods the County would like to see offered are
- a) The Contractor should have a system in place that will allow inmate families and friends to set-up an account directly with the Contractor;
 - b) The Contractor should allow customers to prepay for calls from the facility.

3.27. Equipment

- 3.27.1. All equipment shall be of the highest professional quality and reliability. The equipment proposed shall reflect "state-of-the-art" design. All materials installed from this contract shall be new and shall be the best of their respective types, free of corrosion, scratches or other defects. The offering shall only include items which are currently in design and production. Prototype or subset designs shall not be considered. The system being proposed should have been in production and continuous service in similar customer settings for a period of not less than one year. Prototype hardware or systems with less than a one-year proven track record of satisfactory commercial performance shall be not acceptable under this specification. Design and construction shall be consistent with good engineering practice and shall be performed in a neat, professional, and craftsman-like manner.
- 3.27.2. The proposed inmate telephone system shall be a turnkey, non-coin telephone system and service.
- 3.27.3. The Contractor shall provide non-coin, collect call, inmate telephones composed of durable, tamper-free equipment suitable for jail environments. Equipment must not contain any removable parts.
- 3.27.4. The proposed system must be able to utilize the current PCs that are available at the County without the need for additional PCs.
- 3.27.5. The proposed system shall have the ability, as authorized by the Sheriff's office, to monitor live or listen to previously recorded calls at the Sheriff's Offices.
- 3.27.6. The proposed system software shall be based on security level and password protected.
- 3.27.7. All Contractor equipment shall comply with FCC regulations.
- 3.27.8. The proposed equipment and system shall be scalable to meet the County's growing needs.
- 3.27.9. Contractor equipment shall include a backup power supply.
- 3.27.10. Disclose, with percentages clearly shown, what work is or will be subcontracted, and what work is or will be performed by the Contractor's employees.
- 3.27.11. Indicate your systems ability to be monitored from any PCs with proper access permissions.
- 3.27.12. Indicate your firm's ability to provide the facility with a system that will integrate with the County's computer, monitor, and programming to integrate with the inmate telephone system. Indicate the ability of the system to identify:
- Telephone number originating call
 - Time of call

- Telephone number called
- Most frequently called numbers
- Length of call
- Identify numbers called from a specific telephone number
- Identify telephone numbers called by a specific inmate
- Alarm number status
- Alarm a telephone number and allow automatic recording of the call
- Multiply calls from different inmate phones to the same number

3.27.13. Detail equipment installation charges, if any.

3.27.14. Describe plan for off-site archive redundancy for storage of the inmate phone calls.

3.28. Warranty - The system shall include a warranty consistent with industry standards. The Contractor shall certify that this warranty shall apply to the end user of the system. Please describe warranty.

3.29. FEES, RATES & FACILITY COMMISSIONS

Fees, Rates & Commission

3.29.1. The system shall have the capability to inform the called party of the call cost prior to acceptance.

3.29.2. The rates charged to users shall not exceed the tariffs as mandated by the Public Utilities Commission for all services. Please provide a copy of the rates that will be charged.

3.29.3. Offeror shall provide a rate table for all calls.

3.29.4. The Contractor shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.

3.29.5. The Contractor shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to its provisions of this contract.

3.29.6. Contractor billing to called parties must include the Contractor information and a toll-free telephone number to resolve billing disputes.

3.29.7. Billing charges shall begin at the time of the call completion when the calling party is connected to the called party and shall be terminated when either party hangs up. Incomplete call such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.

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

3.29.9. Commissions shall be based on Gross Billed Revenue. Gross billed revenues shall be defined as total billable minutes without any allowances or deduction for fraud, line charges, equipment charges, bad debt, true-up fees, billing fees, local access fees, long distance fees, service fees or any other fees associated with the operation of the inmate telephone system. Offeror shall include a detailed analysis as to how they determine gross revenue.

Commission Structure

3.29.10. What is the percentage of commission you will pay Boone County? Please provide on the Pricing / Response Form. Failure to state proposed commission percentage will result in rejection of proposal.

- 3.29.11. Explain in detail the method used to calculate revenue to the County (e.g. gross revenue, adjusted gross revenue, net revenue).
- 3.29.12. State applicable deductions from Gross Revenue before calculating the County's revenue (i.e. uncollectible calls, total calls, access line charges, clearing house charges, RBOC, LIDB, etc).
- 3.29.13. Method of reporting the calculations of the County's commission payment.
- Provide samples of proposed reports.
 - Is there a charge for customized reports?
 - If yes, provide amounts.
- 3.29.14. Describe collection procedures.
- The County will reserve the right to: audit collection procedures and commission computations and to terminate the contract if repeated inaccuracies in either procedures or computations are revealed.
 - What types of reports are available to Boone County to audit commission payments? Provide samples of reports.
 - Boone County requires detailed reports of placed, accepted, local and long distance calls.
- 3.29.15. Describe the procedure for handling uncollectible revenue. State whether this expense reduces County commission and, if so, specify in what manner.
- 3.29.16. Describe the procedure for billing.
- Describe your billing process and who handles billing.
 - Will there be any handling fees charged to the County?
 - Are there any deductions from revenues?
- 3.29.17. Provide Contractor proposed calling rates for local, intraLATA, interLATA, and interstate calls.
- 3.29.18. The system must generate maximum financial return to County. In the event of a revenue dispute that cannot be resolved within 30 days, Contractor agrees to pay the cost of any necessary audit.
- 3.29.19. At the County's option, a commission based on inmate daily average population may be negotiated.

3.30. SPECIAL CONDITIONS

3.30.1. Offeror shall provide a list of customers that have notified Offeror that there are additional commissions owed for any reason, provide names and addresses of the customers and provide status of the resolutions of these issues.

3.30.2.. Offeror shall provide a list of customers that have experienced inmate telephone system outages lasting longer than 24 hours.

3.31. **Contract Term:** The contract will be for a period of five (5) years. At the expiration of this contract, the County will have the option of continuing the phone services with the Offeror's company at the same commission and rates for a period of two (2) additional years in one-year increments. Each optional year will require County's approval for renewal. (Please note, contract renewals are subject to appropriations being made available and budgeted for any calendar year). Following the 7th year of the contract, the contract will continue to renew at the same pricing on a month to month basis until 90 days written notice is given by either party.

3.32. Termination of Contract: 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 material breach by the Contractor to perform in accordance with the terms hereof, or any contract resulting from this RFP. In the event that the County chooses to discontinue this contract either by termination or not extending the contract, the Offeror warrants that it will remove all its equipment from the facilities without charge. Service and equipment will not be removed until another Contractor has been acquired. The removal of equipment and disconnecting of service process will occur during the implementation of the new system with minimal interruption of service to the County facility. It will be necessary that the incumbent Contractor cooperate with the new Contractor during the implementation of the new system.

3.33. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.34. Damage and Repair Liability: The County will have no liability to the Contractor for fraud, theft, vandalism/damage or loss of the Contractor's equipment inflicted by the inmates or the public. All costs associated with the repair will be the responsibility of the Contractor.

Contractor shall make repairs at its expense. Contractor shall make all reasonable efforts to ensure that the phone system is operational and repaired as quickly as possible.

3.35. Installation/Disconnection: The Contractor shall be responsible for all costs of installation or disconnection throughout the term of the contract. The Contractor shall furnish and install equipment, dedicated lines and any other item necessary to make this service functional. (Note: The incumbent Contractor will remove all equipment, dialers and/or dedicated phone lines from the County facilities without charge).

3.36. In performing all services under the resulting contract agreement, the Contractor shall comply with all local, state and federal laws.

3.37. Patents and Copyrights: The Contractor will hold harmless the County, its officers, and employees against all claims that machines or software supplied infringe a U.S. patent or copyright. The Contractor further asserts that the equipment and software proposed do not infringe on any U.S. patent or copyright.

3.37.1. Please describe all Patents your company holds or has developed. Please supply patent information for proposed equipment or software, where applicable to the inmate telephone system.

3.38. Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts,

form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

3.38.1. Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

3.38.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

3.38.3. COMMERCIAL Automobile Liability - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

3.38.4. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

3.39. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be

liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and seven (7) additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Melinda Bobbitt, CPPB, Director of Purchasing
601 E. Walnut Street, Room 208
Columbia, MO 65201

b. The proposals must be delivered no later than **10:30 a.m. on April 7, 2009**. Proposals will not be accepted after this date and time.

c. The package at a minimum should include a system overview and description, a detailed drawing of each user-accessed component with all controls identified, an itemized listing of the exact equipment being offered, a complete description of each applicable feature of the system, a manufacturer's data sheet for each major system component, and a complete list of options available for the system. Failure to submit a complete, detailed package shall be just cause for the proposal to be rejected as non-responsive. The Contractor, by submitting a proposal response, certifies that the equipment list included with the proposal is complete and suitable for the equipment being offered, and that it is compliant with the intent of the specifications.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

- c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses shall fully describe how the service shall be performed and what hardware/software (if any) is required at the County to access the service.
- 4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.
- 4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.1.2. **Competitive Negotiation of Proposals:** The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
 - 4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
 - 4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
 - 4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - 4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. Evaluation and Award Process:

4.1.3.1. Boone County has selected an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

a. **Method of Performance** - Technology offering, system features, account support team, maintenance offered, proposed project plan, scheduling, and implementation with minimal interruption of service

b. **Experience/Expertise of Offeror**

c. **Financial Offering** – financial return to the County.

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation and demonstration of their proposed system at a designated Boone County location or other site. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.1.4. Evaluation:

4.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

4.1.4.2. **Qualifications Statement/References:** The Offeror shall provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.

a) The Offeror shall be providing inmate telephone service to five County jail facilities for five years or more (preferably in Missouri). Please provide an overview of your firm, including years and nature of experience in telephone business, ownership of your company, number of years in business, total number of employees, etc.

b. References: Please provide a list of five government agencies/municipalities (preferably County and preferably in Missouri) for whom you have provided the telephone system (hardware and software) proposed in your proposal response. The list should provide a contact name, e-mail address, telephone number, address, length of time using your system and a brief description of the users' equipment and software configuration.

- 4.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 4.1.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.1.4.5. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Offeror's final response rating.
- 4.1.4.6. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror's final response rating.
- 4.1.4.7. Each Offeror must prepare a written response. Proposal shall be formatted consistent with the specific sections and numbered paragraphs and must respond to each on an individual basis. Failure to address any item may be interpreted as non-compliance. The Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

4.1.5. Rejection / Withdrawal of Proposals Response:

Rejection of Proposals The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the

best interest of the County. The County will take into account the relative importance of commissions offered and other evaluation factors set forth in the RFP. Therefore, in selecting a Contractor, the County will not rely exclusively on commission offering in awarding a contract.

Withdrawal of Proposals Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

4.1.6. Validity of Proposal Response:

Offeror agrees that proposal response shall remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.



5. **Response/Pricing Page**

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

5.1. Attach Cost of Services for any items that may be charged to Boone County at the beginning of the contract and throughout the contract period. Attach to this page and place at the beginning of your proposal response: List individual cost items and a grand total for proposed services. All costs shall be included and may include software, hardware, installation, implementation, training, and software and hardware maintenance. We understand there may be no associated costs. If so, please provide a statement to that affect.

5.2. Attach a Letter of Transmittal to this page and place at the beginning of your proposal response. Included in the letter shall be a statement that identifies all materials and enclosures being identified in your proposal response. The letter of transmittal must be signed by the person who is authorized to contractually commit the Offeror's organization.

5.3. Describe percentage of commission provided to Boone County.

5.4. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name:

Organization:

Address:

E-mail:

Phone Number:

Fax:



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 15-07APR09 – Inmate Telephone System

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

