

## CALHOUNCOUNTY SUBMITTING BIDS/PROPOSALS INSTRUCTIONS

Vendors submitting a bid/proposal to Calhoun County must follow these steps:

1. **Register as a vendor** with the County by means of this link:

<http://www.calhouncountymi.gov/vendors/registration>

After completing a brief company profile, you will be asked to categorize the product(s) and/or services you provide. For this project, register (at a minimum) under this code: **915.79**. Completing this registration will add you to the County's vendor database. Once registration is complete, you can be assured of receiving emailed notice of all addenda or questions/answers pertaining to this project, and of future solicitations within your category(s) of commodity.

If already registered, review your in-line profile and revise to current information.

2. **Download the bid document** by accessing the following link:

[http://www.calhouncountymi.gov/government/administrative\\_services/bid\\_opportunities](http://www.calhouncountymi.gov/government/administrative_services/bid_opportunities)

3. **Register your intent to bid** on this project also at the site of the above link. (*Registration of intent does not need to occur at the time of the document download.*) Should you elect not to submit a bid after registering your intent to bid, notify the Purchasing Office of your change in status at: [lobrig@calhouncountymi.gov](mailto:lobrig@calhouncountymi.gov)

**VENDORS ARE ENCOURAGED TO REGISTER WITH THE COUNTY UPON  
RECEIPT OF THIS SOLICITATION.**

**CALHOUN COUNTY  
REQUEST FOR PROPOSAL  
CALHOUN COUNTY ADMINISTRATOR'S OFFICE  
PURCHASING DIVISION  
(269)781-0981**

**ISSUE DATE: THURSDAY, MAY 1, 2014**

**DUE DATE: THURSDAY, MAY 22, 2014**

**PROJECT: INMATE PHONE SYSTEM-RFP# 116-14**

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

**PART 1 - INSTRUCTIONS, TERMS, & CONDITIONS**

**1.1. PROPOSAL SUBMISSION:**

Proposals must be submitted in complete original form by mail or by messenger in a properly marked sealed envelope to the following address:

**CALHOUN COUNTY BUILDING  
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION  
315 WEST GREEN STREET  
MARSHALL, MI 49068**

All proposals received shall be notated as such on the outside of the envelope:

**PROPOSAL: INMATE PHONE SYSTEM - RFP# 116-14**

**DUE DATE: THURSDAY, MAY 22, 2014 @ 3:00 LOCAL TIME**

1.2 PREPARATION OF PROPOSALS

- 1.2.1 The proposal shall be legibly prepared in either ink or by typewriter.
- 1.2.2 Should the bidder find it necessary to alter the Proposal/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.
- 1.2.3 The proposal shall be legally signed and the complete address of the bidder provided thereon.

1.3 FAIR EMPLOYMENT PRACTICES / AFFIRMATIVE ACTION

- 1.3.1 Any vendor engaged in this contract shall comply with the Civil Rights Act of 1964, P.L. 88-352, 78 Stat. 241, as amended, the Equal Opportunity Employment Act of 1972, P.L. 92-161, 86 Stat. 103, as amended, and the Federal Rehabilitation Act of 1973, PL 93-112, Section 504, 87 Stat 394, as amended.
- 1.3.2 Any vendor engaged in this contract shall not violate the provisions of the Michigan Handicappers' Act, P.A. 1976, No. 220, being sections 37.1101 et seq. of the Michigan Compiled Laws or the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, being sections 37.2101 et seq. of the Michigan Compiled Laws, and specifically agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status, or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

1.4 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two nonapplicable sections.

- 1.4.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

\_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

1.4.2 A PARTNERSHIP doing business under the firm name of:

\_\_\_\_\_

All of the members of which are as follows:

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

1.4.3 A CORPORATION duly organized and doing business under the laws of the State of \_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

## 1.5 INSTRUCTIONS FOR EXECUTING CONTRACT

- 1.5.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of- Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.
- 1.5.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.
- 1.5.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

## 1.6 EXPLANATION TO BIDDERS

- 1.6.1 If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify Calhoun County of such in writing and request modification or clarification of the document. Modifications will be made by issuing an addendum and will be given by written notice by the Purchasing Department of Calhoun County to all parties who have received this RFP. The bidder is responsible for seeking clarification of any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal. Requests for clarifications or modifications by Calhoun County shall be in writing. Clarifications and/or modifications shall be addressed prior to a bidder submitting their proposal.
- 1.6.2 Any significant explanation desired by a bidder, regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective bidders before the submission of their proposal. Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment or an addendum to the RFP if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.

## 1.7 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

## 1.8 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals in person by a bidder or the bidder's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal documents.

1.9 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. Proposals shall remain vital for sixty (60) days from opening.

1.10 ALTERNATE PROPOSALS

Bidders are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The County reserves the right to accept or reject any or all proposals, to waive or not to waive informalities and irregularities in proposals or bidding procedure, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.

1.11 LATE PROPOSALS

Any proposals received at the office herein designated after the exact time specified for receipt will not be considered.

1.12 AWARD OF CONTRACTS

1.12.1 The contract will be awarded to the most responsible bidder whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.

1.12.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal or to negotiate further with one or more vendors submitting proposals.

1.12.3 The County reserves the right to postpone the proposal opening for its own convenience.

1.13 INDEMNITY CLAUSE

The bidder will indemnify, save harmless and exempt the County, it's officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees incident to any work done in the performance of the contract. The bidder will not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the County, it's officers, agents, servants, and employees.

1.14 INSURANCE

The successful bidder shall at all times during this agreement maintain in full force and effect the following types of insurance in at least the limits specified:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Liability	\$500,000 each occurrence
Bodily Injury	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate
Automobile	\$500,000 each occurrence
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$500,000 each occurrence

The successful bidder shall provide to the County a current certificates of insurances.

1.15 DEFINITIONS

For the purpose of this Request for Proposal, the term "Vendor" refers to the provider of equipment/services. The term "Bidder" and "Provider" are used interchangeably with "Vendor" to refer to the Vendor submitting the bid/proposal. The term "County" has been used to refer to the Calhoun County Board of Commissioners.

## PART 2 - GENERAL PROVISIONS

### 2.1 PROPOSAL SUBMISSION

- 2.1.1 Each Vendor must prepare a written proposal. All pages of the proposal must be numbered. Proposals shall be formatted consistent with the specific sections and numbered paragraphs and Vendors must respond to each on an individual basis. All paragraphs of this RFP require a response of “agree” or “disagree” unless further information is requested. If the Vendor disagrees, an explanation and an alternative if applicable is requested. Failure to address any paragraph requirement and the corresponding request for compliance or information (*as indicated by highlighted, bold or italics font*) may be interpreted as non-responsive.
- 2.1.2 The inability of a Vendor to meet, or exceptions taken to, any specified bid requirements must be received by the County in writing, on or before the date established in this document for the pre-proposal conference.
- 2.1.3 To be considered, bidders must submit a complete response to this RFP. No other distribution of the RFP is to be made by this bidder. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least sixty (60) days from the opening date. Vendor must ***submit FIVE (5) copies of proposal*** to the Calhoun County Administration Office, Purchasing Division, 315 West Green Street, Marshall, Michigan, 49068 on the date and time specified on page one. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of proposal copies.
- 2.1.4 Proposals should be prepared timely and economically, providing a straightforward, concise description of the contractor's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.
- 2.1.5 Bidder's proposal packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFP. Bidders are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

**LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED.**

## 2.2 INSPECTION OF THE AREA

All bidders may visibly inspect the work area in order to become familiar with the scope of the work contemplated. Submission of a bid will be deemed conclusive evidence that such an inspection has been made or that such inspection is waived and submission of a bid shall constitute a waiver by each bidder of all claims of error in the proposal, withdrawal of bid, or payment of extras or a combination thereof or any revision thereof. **Contact: James McDonagh, Chief Deputy, Correctional Center (269) 969-6410** to coordinate a time to view the work area.

## 2.3 INQUIRIES

Questions that arise as a result of this RFP must be submitted in writing to the issuing office via EMAIL by **WEDNESDAY, MAY 7, 2014**. Written responses to faxed questions will be transmitted via EMAIL to all potential bidders by **FRIDAY, MAY 9, 2014**. Questions must be addressed to:

Leslie Obrig  
Calhoun County Administration Office  
Purchasing Division  
315 West Green Street  
Marshall, Michigan 49068  
Phone (269) 781-0981  
lobrig@calhouncountymi.gov

If additions, deletions, modifications or clarifications to the RFP become necessary, the changes will be noted by written addendum to the Vendors. Nothing presented orally during Vendor inquires or pre-proposal conference will modify or alter the specifications. All inquiries concerning this RFP should be provided in writing to the appropriate County representative as noted above.

## 2.4 ACCEPTANCE OF QUOTATION CONTENT

The contents of this RFP and the bidder's proposal will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

2.5 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

2.6 METHOD FOR EVALUATION AND SELECTION OF PROPOSER

2.6.1 Qualifications of proposed bidders will be determined by the evaluation committee's assessment of technical specifications as contained in Part 3 of this proposal.

The evaluation of technical qualifications will be based on the following criteria listed in order of importance:

EVALUATION CRITERIA

- Commission Rate
- Qualifications of Proposer
- Reference
- Call Rates Surcharges
- Service and Support Qualifications
- Equipment Specifications
- Response to Technical Requirements
- Response to Installation Requirements

2.6.2 To insure specified performance of the proposed system, the County reserves the right to require a finalist(s) demonstration / presentation of the system and company capabilities at a County location or at a location at which the system is installed.

2.7 DISCLOSURE

All information in proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

## 2.8 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

- a. The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.
- b. The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.
- c. No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.
- d. Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

## 2.9 INCURRED COST

Calhoun County will not be liable for any cost incurred by the prospective contractor, irrespective of its nature, prior to the issuance of a contract.

## 2.10 LENGTH OF CONTRACT

- 2.10.1 The term of this contract will be for **seven (7) years**. In no event shall the term of this contract, including extensions, exceed **seven (7) years**.
- 2.10.2 The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

## 2.11 CANCELLATION

- 2.11.1 Cancellation of the contract by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 90 days prior to the date of cancellation without penalty or fine.

2.11.2 In addition to terms and conditions listed in the Contract for Services; if the contractor fails to perform according to the terms and conditions of the contract, Calhoun County may, in addition to any other remedy it may have, issue a declaration of default after ten (10) days written notice by registered mail to the contractor. The contract may be terminated as a result of such default. The following are examples of causes for default, but this enumeration is not intended to be a limitation on such defaults in performance under the contract:

- a. Failure to provide equipment, software features or service as stated in the contract for services.
- b. Persistent system failure or malfunction of equipment.
- c. Failure to make commission payments on time, including failure to make correct commission computation, or failure to provide supporting documentation according to the minimum requirements of this RFP.
- d. Unauthorized alteration of equipment, software features or service.
- e. Failure to correctly rate and bill calls according to the specification listed herein.
- f. Failure to resolve billing disputes with billed parties promptly.

## PART 3 - TECHNICAL SPECIFICATIONS

### 3.1 SCOPE OF PROJECT

- 3.1.1 The Calhoun County Purchasing Department is soliciting sealed proposals from qualified vendors to install, operate, maintain, and service an inmate telephone system for the Sheriff's Department at the Calhoun County Correctional Facility located at 161 East Michigan Avenue, Battle Creek, Michigan 49014. The Calhoun County Sheriff is responsible for housing local pre-trial and sentenced inmates and state and federal prisoners.
- 3.1.2 The County of Calhoun is seeking bids for a fully operational, secure, and reliable inmate telephone system designed to facilitate the management and control of inmate telephone usage in the Calhoun County Correctional Facility. The objectives of the Sheriff's Office are to ensure that inmate telephone usage is appropriately restricted and monitored, that the services are provided at a reasonable cost to the called party, that telephone harassment of victims and witnesses is prevented, that staff time required to administer the system is kept at a minimum and that commission revenue to Calhoun County is maximized.
- 3.1.3 The facility currently houses an average of 585 inmates per day with a rated capacity of approximately 630. Of the total population about 60% are local inmates and 40% are inmates boarded from agencies outside the County including; City of Livonia, City of Dearborn, MI and the Bureau of Immigration & Customs Enforcement (formerly the Federal Department of Immigration & Naturalization). There are eighty-six (86) telephones located in areas throughout the direct supervision facility. The vendor must maintain a minimum of 1 phone per 20 inmates in each of the housing units throughout the facility. Included in this contract are sixteen non-revenue generating phones which are installed in the visitation area of the jail. Vendors will be required to install and maintain these phones at no cost to the County. Inmates are allowed to make calls between the hours of 7:20 am and 9:40 pm with a standard call length limited to 30 minutes. The annual call volume is as follows;

<u>2013</u>	<u>Completed</u>	<u>CallsMinutes</u>
Local	57,600	477,000
Interlata/Intrastate	22,200	141,200
Interlata/Interstate	12,600	76,300
Intralata/Intrastate	29,000	193,500
International	1,300	5,500

AT&T is the current provider of local and long distance services. The call control equipment supplier is Securus Technologies, Inc. The County does not imply or

guarantee that the future call volumes will be the same. This projection is based on historical data and is offered solely to assist interested Vendors with the preparation of their proposals.

- 3.1.4 Calhoun County is seeking a single prime contractor with end-to-end responsibility for inmate telephone services including; local, intraLATA, interLATA, interstate and all telephone and control related equipment. Subcontractor relationships will be permitted subject to the County's approval. Calhoun County shall bear no responsibility for any costs associated with the installation and/or maintenance of the system.

### 3.2 QUALIFICATIONS OF PROPOSER

#### 3.2.1 Experience

Vendor shall be experienced in providing phone services to large customers with over 50 stations in one location and shall have an installed base of no less than 200 inmate telephones.

***Response to this requirement shall include a capability statement, including, but not limited to the following:***

- a. Brief overview of responding organization***
- b. Years and nature of experience in telephone business***
- c. Certified financial statement***
- d. Installed base of inmate telephones***

#### 3.2.2 References

***3.2.2.1 Provide at least five (5) references for inmate phone service at facilities similar in size to the Calhoun County Correctional Facility. Include the name of the facility, address, phone number, contact person, how long you've had this account, number of inmate phones installed, and installation date.***

***3.2.2.2 Provide a list of at least three (3) facilities where your company has provided inmate telephone services in the past five (5) years but no longer provides the service. Include the name of the facility, address, phone number, email, contact person, how long you had serviced this account and number of inmate phones installed.***

- 3.2.3 It is the responsibility of the Vendor to meet and obey all applicable Federal and State Licensing and certification requirements. All compliance will be at the Vendor's expense. All applicable federal, state and local laws, rules and regulations governing

telecommunications service contracts will apply to the contract throughout. The Vendor must meet all certification requirements of the Michigan Public Utility Commission, the FCC, and all other applicable industry codes and standards for the life of the contract.

*Provide your company's regulatory history in the state of Michigan. Certify that the company has satisfied all requirements of the Michigan Public Utility Commission (PUC) and that the company is authorized to conduct business in the state of Michigan.*

3.2.4 *Explain, in detail, any complaints which have been filed against the company by the FCC, Michigan State PUC, or other states' PUC's.*

3.2.5 *Describe the relationship between the prime and all subcontractors to this proposal, including the division of roles and responsibilities that will be providing service to the Calhoun County Correctional Facility.*

### 3.3 CONTRACTOR REQUIREMENTS

3.3.1 The contractor shall provide all labor, supervision and materials required for the quality installation, operation and maintenance of communications equipment to provide a minimum of seventy (70) coin-less payphones and sixteen non-revenue generating visitation phones, including any additional wiring, at no additional expense to the County. Alternate proposals for new proven technology which will enhance revenue generating ideas is encouraged. Alternate proposal should be in addition to the standard requirements of the RFP and must be clearly marked as alternates.

3.3.2 Vendor will provide all aspects of the maintenance required in the upkeep of the telephone system associated with this RFP for the full term of the contract.

3.3.3 The Vendor will pay all fees including line charges, all internal wiring and conduit, all phone equipment, maintenance on the phone equipment and wiring. The system should be expandable at no additional charge to accommodate additional inmate phones.

3.3.4 The Vendor must supply Customer Service, Control Equipment and Repair Service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year. All installers and maintenance personnel must be approved, in advance, by the Calhoun County Sheriff's Department to work inside the facility.

*Describe how your company will comply with this requirement.*

- 3.3.5 Vendor support must provide an immediate response, including assigned job ticket with an estimated ETA for any and all maintenance requests, including holidays and weekends.

*Describe how your company will comply with this requirement.*

- 3.3.6 Vendor must provide one (1) separate dial tone and number for each payphone.
- 3.3.7 Vendor must provide call blocking of any calls that the Correctional Facility determines as necessary. The system shall provide a method for jail personnel to enter restricted (blocked) numbers which would automatically be checked by the system when a call is attempted. The system will accept restricted numbers by area code, exchange, or specific number. The system should not allow calls to be placed to any blocked number. The most responsible proposal would include the ability to add a comment field which correlates to the blocked phone number and is maintained in the database for restricted numbers.

*Proposers shall indicate in their proposal the number of restricted numbers allowed by the system and possibility of adding a comment line.*

- 3.3.8 Vendor must provide information concerning three (3) way calling detection and disconnect feature. The system should have the proven capability to detect three-way conference calling fraud for both local and long distance conference calls. Once detected, the system should have the capability to automatically disconnect the call.

*Describe how your company will comply with this requirement.*

**FRAUD:** It shall be understood and accepted that cases of fraud shall not affect revenues or the level of commissions paid to the Correctional Facility, nor shall the Correctional Facility be held otherwise accountable for fraud or uncollectible calls placed by inmates and accepted by outsiders. The contractor agrees that fraudulent calls, theft of service or uncollectible charges shall not be deducted from revenue paid to the County. Where fraud is documented as arising from a specific inmate(s), the Correctional Facility will make every reasonable effort to compensate for all losses by requiring the inmate(s) to pay restitution.

- 3.3.9 Vendor must provide "TOTAL INCOMING CALL RESTRICTION." All 1-800, 1-888, 1-877, 1-900, 911, 411, credit card calls, person-to-person calls, public information numbers (555-1212), public pay phones, pagers and third party calls shall be prohibited. The most advanced fraud protection features should be installed and provisions made to upgrade as new technology becomes available.

*Describe how your company will comply with this requirement.*

3.3.10 Vendor must provide "TIMED CALL DURATION".

*Describe how your company will comply with this requirement.*

3.3.11 Inmate Phone System must have built in capability to report call detail information including: inmate phone, phone # dialed and date, time and duration of call.

*Describe how your company will comply with this requirement.*

3.3.12 Vendor must obtain Insurance coverage meeting Calhoun County requirements, as defined in this RFP, at no additional cost to the County, and providing for thirty (30) day written notice of cancellation.

3.3.13 Vendor must pay to Calhoun County, once per month, a flat rate commission fee paid on total gross revenues, not on collected revenues (intralata and interlata inclusive).

3.3.14 CALL RECORDING OPTION: This item is a requirement to be implemented at the Correctional Facility's request. Provider is to supply, install, and maintain a system that has the ability to record all inmate telephone conversations. Provider to supply, at Correctional Facility's request, a complete detailed calling record. Calling record to include date, time and duration of calls, POD / telephone location and telephone destination number. This record is to include completed, as well as incomplete, calls. Incomplete calls are to have a reason for non-completion. This system is to be expandable, at no additional charge, to accommodate additional inmate telephones.

3.3.15 Vendor is to provide staff training prior to cut over on the use of all equipment, its functionality and the options available to the facility. Vendor is to supply System Operating Manuals for operations personnel on the systems. Training schedules are to be agreeable to the Correctional Facility.

*Describe the inmate phone training program that would be available to staff of the Correctional Facility.*

3.3.16 Provider is to coordinate installation and removal of system, including cabling if necessary, at both the beginning and end of the contract, at no additional cost, with limited interruption of service. The existing cabling may be transferred to the new provider if an arrangement can be made with the present provider. Any switchover is to take place between the hours of 10 p.m. and 6 a.m., and with the approval of authorized personnel of the Correctional Facility.

3.3.17 Provider is to transfer the following stored electronic data to the Correctional Facility on an electronic disk, in a format which mutually acceptable, prior to the end of the contract: blocked telephone numbers and approved inmate telephone numbers.

3.3.18 Provider shall agree that the rates charged for inmate calls shall not exceed the Dominant Carrier rates (AT&T for Local, Intralata, InterLata and Long Distance).

These rates will be used for days, evenings and nights/weekends. Rate changes are allowed per the Public Service Commission and the Federal Communications Commission.

*Describe how your company will comply with this requirement.*

3.3.19 The contractor receiving the contract award may be required to submit a \$50,000 performance bond at the time the contract is signed. The bond will ensure that the bidder will comply with all conditions and provisions contained in their proposal. The entire bond will be returned to the bidder ninety days after the date the system installation is complete, contingent upon satisfactory performance and compliance with the contract as determined by Calhoun County.

3.3.19.1 All bonding must be licensed to conduct business in the State of Michigan.

3.3.19.2 All bonding companies must receive prior approval of Calhoun County.

3.3.20 The contractor shall pay all taxes required by law. The County shall be held harmless for such taxes.

#### 3.4 EQUIPMENT SPECIFICATIONS

3.4.1 All eighty six (86) or more inmate telephones, if they are replaced, must be telephones suitable for use in a correctional facility. They must be tamper-proof, with steel encased housings and shockproof keypads. All handsets must be of heavy-duty construction with no removable parts and must be in full compliance with the Americans with Disabilities Act (ADA). The hand set cord must be armored with a stainless steel lanyard. All phone instruments must be waterproof, fireproof and feature DTMF dialing. The phone system must have the capability of passive acceptance for rotary phones. They must be secured to mountings with special security type screws.

*Explain in detail the equipment being proposed. Include illustrations and/or brochures.*

3.4.2 The telephone controller must be flexible and capable of transferring data and timing to and from a hard drive. The architecture must be expandable to accommodate future growth and change outs. Call records stored must match commission summary reports provided to Calhoun County.

*Explain the architecture of the system being proposed. Discuss the system's*

***flexibility and adaptability. Include the company's policy and procedure for enhancements to the existing system. Describe how commission summary reports sent to Calhoun County are obtained from the system.***

- 3.4.3 All equipment provided must be completely operational at cut over. All equipment must comply with applicable FCC rules and meet or exceed all applicable codes and standards for installation and service. All systems proposed must also meet ADA standards. Vendors must provide in each of the 13 PODS, multiple phone stations equipped with an amplified computer card to enhance the volume in the handset, in order to facilitate the needs of hearing impaired inmates. Bidders must provide one (1) telephone with TDD capability.

***Describe how your company will comply with this requirement.***

- 3.4.4 All telephone instruments must be line powered. No separate power supply should be required. If battery backup is required maintenance of auxiliary power will be the responsibility of the vendor.

***Detail the electrical and back-up power supply being proposed. Indicate what back-up provisions are available and the length of time of power supply.***

- 3.4.5 The system must provide audio quality equivalent to that of common carrier customers. The network as a whole must deliver a P.01 or better grade of service at every location during peak inmate calling.

***Describe the equipment and testing procedures which allow the system to meet this requirement. Test results must be provided to Sheriff Department.***

- 3.4.6 All additional wiring, cabling, conduit, cross-connects, jacks, plates and related hardware, necessary for the operation of the system will be provided at no cost to Calhoun County. The County may require different phone cord lengths based on the location, i.e. pods, visitation and medical unit.

### 3.5 TECHNICAL REQUIREMENT

- 3.5.1 The inmate phone system shall process all inmate calls on a debit card and collect-only basis. All phones must limit one call per connection and prevent pulse dialing or "hacking". No incoming calls or person-to-person calls will be permitted.

***Describe how the system being proposed accomplishes this requirement.***

- 3.5.2 All inmate calls will be processed by an automated operator and will not allow access

to a live operator at any time. Each inmate phone should be equipped with a faceplate that includes calling instructions for the type of calls allowed. In addition, voice prompt instructions should be provided to the inmate in multiple languages which can be chosen by the County.

***Describe how the system processes automated calls.***

- 3.5.3 The system shall brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility and inmate initiating the call. The system must have bi-lingual capabilities for English and Spanish.

***Describe the capabilities your system has to satisfy these requirements, including any additional options available.***

- 3.5.4 After the dialing sequence, the inmate shall be put “on hold” and not permitted to monitor call progress. The inmate shall not be allowed to communicate with the called party, until the call is positively accepted by the called party.

***Detail the voice prompts the system uses to inform the inmate of call progress/call denial. Explain, in detail, how the inmate places a call from off-hook to acceptance by the called party. State how long the process takes.***

- 3.5.5 The system shall have a voice overlay announcement, notifying the called party that the call is originating from the Calhoun County Correctional Facility. The voice prompt shall be brief, audible enough to be heard by the called party, but not so loud to disrupt phone conversation. Timing of the voice prompt and volume should be site adjustable.

***Describe experience with random voice prompts, including the volume, contents and maximum number of intervals it may be played during a fifteen (15) minute conversation.***

- 3.5.6 Numbers which include, but are not limited to, operator and directory service numbers, such as 0, 411, 911; specific NPA’s such as 700, 976, 900; and equal access numbers such as 10XXX, 800 shall be automatically blocked. Due to the current population of INS boarded inmates the County requests proposals to allow for international calls.

***State the capabilities for blocking phone numbers. International call capability is required, responses as to the ability or difficulties in providing these calls is requested by the County.***

- 3.5.7 The system shall be capable of automatically blocking numbers which are dialed repeatedly within a specific period of time. These include call attempts, calls

answered/not accepted and may include calls answered/accepted. Parameters should be adjustable according to the needs of the facility.

***State the parameters available and how this is accomplished.***

- 3.5.8 The system must allow for call duration time limits as agreed upon, with a voice message notifying both parties one (1) minute prior to call termination. The system must be adjustable to accommodate for changes.

***Describe how parties are notified of call termination.***

- 3.5.9 The inmate phone system shall have automatically timed turn-on / turn-off features adjustable for different days of the week and programmable by the facility. In addition, the system shall have the capability for manual overrides or “kill switches” to turn the telephones on/off.

***Describe the capabilities of the proposed system, including the location of the kill switches.***

- 3.5.10 The inmate phone system must be capable of recording and/or monitoring inmate calls based on parameters developed by the facility. The system should feature, at a minimum, searches by dialed number, date/time, called number and channel. The system shall warn both the inmate and the called party that the call is taped and may be monitored. Each phone station shall have a sign that states, “All calls are taped and may be monitored”. Inmate calls that are of a volume (minimum of 55-65 dBs) or audible quality such that recording are inaudible on playback should be terminated by the system.

***Explain how the recording and monitoring system being proposed interfaces with the inmate telephone system and the range of functionality. Indicate if the system is capable of flagging a call to an attorney***

## 3.6 INSTALLATION REQUIREMENTS

The Vendor shall be responsible for all costs associated with the inmate telephone system, including purchase, installation, service, maintenance and operation. Calhoun County shall have no responsibility for any costs associated with the system.

- 3.6.1 The Vendor shall be responsible for all coordination with the local telephone company regarding installation and lines. However, the Vendor is not to order, or place in service, any equipment or facility which would result in charges to the County, without prior written County authorization. The Vendor shall be solely responsible for the compatibility of the offered equipment with any and all circuits and facilities as provided by the local telephone company and all other inter-exchange carriers to meet the requirements of these specifications.

- 3.6.2 The overall plan must be designed to minimize disruption during peak inmate calling periods.

*Provide a detailed implementation plan, including a projected timetable, for the ordering, installation, testing and cut over of the proposed inmate telephone system.*

- 3.6.3 *Provide the name and qualifications of the person(s) responsible for implementation/cut over of the inmate telephone system.*

- 3.6.4 Testing of all equipment must be conducted prior to cut over at the facility. All major standards, functions and service requirements must be included.

- 3.6.5 Proposer is responsible for coordinating removal of the current inmate telephone system with the current provider.

### 3.7 SERVICE AND SUPPORT REQUIREMENTS

*Describe your company's service and maintenance program. Include remote programming, diagnostics, downloading and trouble-shooting. State company policy/procedure for adds, moves, changes. Include the features and/or functions of the system that are controlled, programmed or implemented from remote facilities. State how often functions are updated.*

- 3.7.1 *State the location of the company's nearest service center to Battle Creek, Michigan, where additional or replacement parts are stored and the person(s) responsible for monitoring operations and responding to maintenance or service calls.*

- 3.7.2 The successful bidder shall provide service within a reasonable, mutually agreed upon time, for each service call.

*Specify the procedure for service outages. Include days/hours of operation and qualifications/training of person(s) answering the telephone.*

- 3.7.3 *Explain the company's emergency and non-emergency response procedure, including the response time. Define "emergency". Describe how the facility is kept informed of progress.*

- 3.7.4 *Explain the company's policy on hardware/software upgrades and the procedure used by Calhoun County to obtain upgrades/enhancements.*

- 3.7.5 Vendor will include training on the inmate phone system, for the correctional staff at no additional cost to the County.

***Include how much staff time per correctional officer is required and the training provided to staff.***

- 3.7.6 Vendor must provide support services to family and friends of inmates in regards to access, billing questions and general information related to the use of the inmate phone system.

***Provide description of the inmate family and friends services and support system.***

3.8 COMMISSION

- 3.8.1 The proposed commission payable shall be based on the Vendor's gross billings for all collect and pre-paid calls placed on the Inmate Telephone System. Total gross billings shall, for the purpose of this RFP, be defined as total calls placed on or through the Inmate Telephone System and billed at the rates as authorized under vendor's bid, or as subsequently modified pursuant to the bid specifications. Call detail records will be provided upon request pursuant to paragraph 3.3.14 herein, for all calls placed through the Inmate Telephone System. All such calls must be billed in the manner outlined above. No deductions or credit shall be given for any expenses, allowances, bad debts, disconnects, or for billed calls which for any reason are not collected or which otherwise do not result in revenue to the vendor. Bidders are cautioned that the commission payable to the County is based on the total gross billings as defined above with absolutely no deductions or credits given to vendors. The commission quoted by each bidder should be calculated accordingly.

***Bidders are asked to state the proposed commission rates for Option A and/or Option B by completing the enclosed Commission Rate Bid Form "ATTACHMENT A". Specify the company's policy on payment of commissions. Define terminology used.***

- 3.8.2 Commissions shall be paid monthly and shall be accompanied by a commission report which includes the following information:
- a. Date of report and time period covered
  - b. Minutes of usage
  - c. Number of calls (including incomplete or bad calls)
  - d. Gross billings by telephone
  - e. Commission for each phone
  - f. A statement of accuracy signed by an authorized representative of the vendor

***Include a sample copy of a commission report.***

- 3.8.3 The contractor shall ensure that all commission checks are made payable to Calhoun County Government.

3.8.4 The contractor agrees that Calhoun County has the right to audit the revenues and commissions of all telephones covered under the terms of this bid. The contractor shall make available to the County upon request, within 30 days, audit records that document, by telephone, all activity of each telephone. The audit records shall include, but not be limited to, the designated Billings Agent Monthly Report. The County shall have full audit rights of all records maintained by the contractor which concern in any manner this bid or any contract awarded as a result of this bid.

*Describe how your company will comply with this requirement.*

3.8.5 The contractor shall calculate commissions as a fixed percentage based upon the gross revenues for each public\inmate telephone. There shall be **NO** deductions from the gross revenue for the purpose of calculating the commissions for the County.

3.8.6 The contractor shall waive all fees for a limited number of calls under special circumstances. For example, BICE may request that inmates may be allowed to place calls to their native countries in the event of a severe natural disaster. Also, the system must be programable to waive fees for specif types of calls such as PRIA and foreign consulate contact. BICE requires that the phone system be programable to waive fees upon their request.

3.8.7 The contractor shall ensure that all payments shall be received by Calhoun County within thirty days of the close of each month.

### 3.9 RATES AND SURCHARGES

All bidders must guarantee that the rates charged will be no higher than current dominant carrier rates (AT&T). No contractor rate increase will be allowed during the contract period, unless authorized tariff increase is given by the Public Utilities Commission. Contractor shall provide documentation for a rate increase and submit with a letter of request to the County. Bidders must furnish upon request an audit trail with individual call records so the County can verify at any time that the correct call pricing is being used. A sample of such an audit trail must be included with the bid response. Any surcharges levied in addition to the established rates must be identified.

*Bidders are asked to show the total charges (including surcharges) for the sample calls and to indicate how much commission would be earned on each by completing the enclosed Call Data sheet "ATTACHMENT B".*

**ALTERNATE PROPOSAL FOR VIDEO VISITATION SYSTEM  
INMATE PHONE SYSTEM RFP#116-14**

**1.0 GENERAL REQUIREMENTS**

- 1.1 Calhoun County is soliciting proposals from qualified organizations to provide a hosted, IP-based video visitation solution at the Correctional Facility. The proposal must include the hardware, software, and implementation to furnish the proposed solution. Video visitation will be used by attorneys, County staff, including probation and parole, as well as the public, and will allow for the scheduling and management of on-site and at-home visitation sessions
  
- 1.2 Calhoun County prefers a Contractor that develops their own software and builds its own systems, a single point of contact. It is our preference to work with a company that is the source for engineering, deploying, and maintaining its own solutions, and will not use subcontractors to complete this project. This would include items such as staff support and in-house product development.
  
- 1.3 The County's objectives in providing a Hosted Video Visitation Solution are:
  - 1.3.1 To provide automated scheduling for video visitation sessions.
  - 1.3.2 Provide single hardware solutions including, but not limited to, Hosted Video Visitation, Inmate Information, Commissary, Emergency Visit, Sick Form, and/or Inmate Electronic Mail.
  - 1.3.3 Reduce inmate movement through the facility.
  - 1.3.4 Reduce contraband by eliminating visitor/inmate contact.
  - 1.3.5 Increase the visitation times available due to: automated scheduling, removing inmate movement, etc.
  - 1.3.6 Reduce administrative costs associated with visitation.
  - 1.3.7 Provide remote visitation.
  
- 1.4 To ensure specified performance of the proposed system, the County reserves the right to require a Contractor (s) to demonstrate the system and any features specified in this RFP.

**2.0 QUALIFICATIONS & EXPERIENCE, TECHNICAL REQUIREMENTS**

**2.1 Experience**

Contractor should provide an overview of their firm, including years and nature of experience in the Video Visitation Solution and inmate communications business.

## 2.2 References

The Bidder must provide five customer account references which have installed Video Visitation solutions and are similar in size to the County.

## 2.3 Hosted Video Visitation Solution Requirements

The Hosted Video Visitation Solution proposed for the County must meet or exceed the technical requirements outlined in this Section of the RFP. The Hosted Video Visitation Solution proposed to meet these technical requirements must be provided for the Correctional Facility at no cost to the County including system installation, training, operation and maintenance of the system and its components.

2.4 The Video Visitation system will be able to support several web-based applications including video visitation, inmate information, sick request, emergency visit, commissary ordering, and inmate electronic mail.

## 3.0 Hosted Video Visitation – Hardware Requirements

3.1 The inmate kiosks and visitor terminals will include, at a minimum:

- 3.1.1 Detention grade hardened steel enclosure
- 3.1.2 Shatterproof 15 inch LCD touchscreen monitor
- 3.1.3 A camera
- 3.1.4 One detention grade audio handset per terminal, or two detention grade audio handsets per terminal
- 3.1.5 H.264 standards based videoconferencing Encoder/Decoder
- 3.1.6 Be assembled from non-proprietary, off-the-shelf computer components
- 3.1.7 Detention grade hardened steel wall mounted enclosure.
- 3.1.8 Outside dimensions not to exceed 21" x 17" x 6" (H x W x D) with rounded top and corners.
- 3.1.9 The terminal must prevent spills from entering the enclosure.
- 3.1.10 The terminal must be able to access the web-based application and be enabled for touch screen inputs.
- 3.1.11 The terminal shall not have any openings exposed to the user. This includes all wiring and ventilation holes.
- 3.1.12 The terminal shall not have any external hinges.
- 3.1.13 The terminal will have a shatterproof touchscreen LCD display.
- 3.1.14 The terminal will have a built-in camera.
- 3.1.15 The terminal will have built-in LED lighting that automatically activates during video visitation sessions and automatically ends when the video visitation session completes and / or disables during all other functions.

- 3.1.16 The terminal will have a detention grade audio handset.
- 3.1.17 The terminal will have the option for one or two handsets or a hands free device.
- 3.1.18 The terminal shall be powered by 110VAC.
- 3.1.19 The terminal will utilize standards based videoconferencing CODEC (Encoder/Decoder) based on the H.264 video conferencing compressions.
- 3.1.20 The terminal must be assembled from non-proprietary, off-the-shelf computer components.
- 3.1.21 The terminal must have heat sinks and heat vents located in the back of the terminal in order to allow for proper cooling.
- 3.1.22 The terminal must have a minimum of two (2) internal magnetic levitation ventilation fans and internal tachometer output to monitor operation.
- 3.1.23 The terminal shall have a magnetic on/off switch.
- 3.1.24 The terminal must be secured to the wall using a mounting bracket with a minimum of four (4) screws/bolts. The terminal must then secure to the mounting bracket using no more or less than two (2) security screws.

#### 4.0 Hosted Video Visitation - Software Requirements

- 4.1 Bidder must provide software updates free of charge to the County.
- 4.2 The system which includes visitation scheduling, user management, and policy management software, must be web-based and allow for the County to administer visitation sessions and visitation operations based on the County's policies.
- 4.3 The system shall include scheduling, automation, policy management, and usability functionality:
- 4.4 The system must assign a unique identification number to each inmate and user.
- 4.5 The system must have a multi-lingual interface (English and Spanish at a minimum)
- 4.6 The system must be able to support multiple facilities in multiple locations with multiple housing units.
- 4.7 The system should provide web-based visitation scheduling for authorized users (Corrections Services staff, attorneys, the public) utilizing any standard web browser.
- 4.8 The system must display pending visits.
- 4.9 The system must allow users to easily and simply schedule visitation sessions.
- 4.10 The system must require visitors to provide photo ID for a visitation sessions.

- 4.11 The system must only display timeslots that meet the County policies.
- 4.12 The system must conduct conflict checking and only display times which are available.
- 4.13 The system must allow users to easily change their personal information (i.e., password, address, phone number, etc.).
- 4.14 The system must send an email to a visitor when a visit is scheduled, modified, or cancelled.
- 4.15 The system should be capable of rescheduling a timeslot if a scheduled visit is cancelled.
- 4.16 The system must assign unique visitation identification numbers for every visit for reporting and tracking.
- 4.17 The system must use set durations of 20 and 40 minutes for each visit.
- 4.18 The system must provide a visual warning message to inform the visitor that the session will be ending.
- 4.19 The system must provide different levels of functionality to users based on user type.  
For example:
  - 4.19.1 Administrators: create/manage/edit – users, schedules, etc.
  - 4.19.2 Users: create/manage/edit their own schedules
  - 4.19.3 Read-only user: can only view scheduled visits
- 4.20 The system will require a unique username and password that will dictate to the user their level of functionality.
- 4.21 The system shall provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
  - 4.21.1 inmate ID number;
  - 4.21.2 Inmate name;
  - 4.21.3 Visitor name;
  - 4.21.4 Date and time of visit;
  - 4.21.5 Inmate video visitation station; and
  - 4.21.6 Daily, weekly and monthly visit statistics.
- 4.22 The system will provide an audit trail of all activity (i.e., user login times and locations, which users have scheduled/modified/cancelled a visit, etc.).

- 4.23 The system will allow for integration with or data retrieval from the Sheriff's Jail/Offender/Inmate Management System.
- 4.24 The system must use the same inmate identification number as created by the Jail Management System to identify the inmate on the video visitation system.
- 4.25 The system must automatically cancel a visit if the inmate's status has changed or the inmate has been released.
- 4.26 The system must send an email cancellation notification to the visitor if a visit is cancelled
- 4.27 The system will provide for an Exclusion List which allows the County to set visitor exclusions (i.e., Visitor A is allowed to visit with anyone in the jail EXCLUDING one or more selected inmates) because they are known gang affiliates, contraband smugglers, etc.
- 4.28 The system shall provide for Inmate Visitation Request which will allow an inmate to request a visit by filling out a form on the visitation terminal and choosing whether to deliver the pre-populated messages via text/voicemail/email.
- 4.29 The system provides authorized users the ability to do searches and create reports.
- 4.30 The system provides a way to display scheduled visits to Staff so they know where and when an inmate needs to be available for pending video visits.
- 4.31 The system shall allow for visitation recording.
  - 4.31.1 Visits will be recorded ad-hoc, by user type, or selected when scheduling the visit
  - 4.31.2 Recorded visits will be searchable and viewable
  - 4.31.3 Recorded visits will be stored for 30 days
  - 4.31.4 The County must be able to lock certain recordings such that they will not be purged as part of the standard retention duration.
- 4.32 Authorized personnel must be able to quickly and easily schedule visitation sessions.
- 4.33 The system will provide for configurable rules to be established in order to encourage usage and minimize the number of people in the lobby.
- 4.34 The system will be configurable for both detailed and promotional rules that will automate subscriber promotions such as discounted/free visits (i.e., one free visit per new subscriber, one free visit per inmate, etc.)

- 4.35 The system must be able to communicate with the video hardware at the time of a scheduled visit so that the visitation session will automatically commence without staff involvement.
- 4.36 The system must have visitation recording capabilities.
- 4.37 The system must allow for three (3) configurable settings for screen resolution and bandwidth requirements.
- 4.38 All scheduling of video visitation sessions must be able to be performed on the Contractors website.
- 4.39 The system will provide the inmate with standard information retrieved from the facility's jail management system. Standard information includes information which includes court dates and trust account balances.
- 4.40 The system will provide for the ability for the electronic mail to be fully automated. NOTE: Staff should also be able to review messages and, if approved, allow them to be delivered to the terminal screen.

## 5.0 Hosted Video Visitation – Technical Requirements

- 5.1 The system shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP Ethernet. Systems that utilize analog audio/video matrix switching systems are not acceptable.
- 5.2 The system must consist of inmate terminals connected over a 100 Mbps dedicated Ethernet network so that any terminal can be connected to any other terminal.
- 5.3 The terminal must be able to access the video visitation solution via local area network (LAN) or via a broadband internet connection (DSL, cable, etc.) using a computer or laptop that is web camera and enable headset.
- 5.4 The system should utilize:
  - 5.4.1 High quality video using low bandwidth.
  - 5.4.2 Video Standards: H.264
  - 5.4.3 Video Transmission Speeds: 64 Kbps – 2 Mbps
  - 5.4.4 Wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (176 x 144 pixels)

- 5.5 The system must be designed for:
  - 5.5.1 Up to 30 frames per second of high quality video at 384+ Kbps
  - 5.5.2 Up to 15 frames per second of high quality video at 64 – 320 Kbps
  - 5.5.3 Constant or variable bit rate and frame rate
- 5.6 The system must provide encryption for all visits.

## 6.0 Service, Support, Installation, and Training

### 6.1 System Support and Testing

- 6.1.1 The Bidder is required to provide support for video visitation system that includes a 24/7/365 US based call center fully owned and operated by the proposer.
- 6.1.2 The Bidder must describe, in its response, how it performs standard system testing to ensure that the proposed Hosted Video Visitation Solution and its network services are fully implemented and ready to accept visitation traffic and the County use. This description must include the Bidder and industry standard methodologies, procedures and protocols consistent with the Hosted Video Visitation Solution proposed for the County. The Bidder must describe what is required of the County personnel during this system testing. All hardware, software, software licensing, etc. required to perform this testing must be provided to the County at no cost.
- 6.1.3 The Bidder is required to provide system testing which simulates normal operating conditions of the installed Hosted Video Visitation Solution to ensure proper performance after hardware and software configuration is complete. This simulation must include full traffic load representing high traffic situations for visitation traffic.
- 6.1.4 The Bidder must agree, in its response, to the County's the right to require the replacement of any network service or system component whose failure to meet required performance levels during testing has risen to chronic problem level.

### 6.2 Training Requirements

- 6.2.1 It is instrumental to the success of the installation of the Hosted Video Visitation Solution that the County personnel be trained in various aspects of the system operation. Therefore, the Bidder must provide a complete training schedule based on the following requirements.

- 6.2.2 The Bidder must provide all end-user training to the County at no cost.
- 6.2.3 The Bidder must provide all end-user training on site at the various the County facilities.
- 6.2.4 The Bidder must provide training for various levels of the County personnel including full-time system administrators, part-time system administrators, special investigators, and data entry specialists, etc.
- 6.2.5 The Bidder must provide full training for all assigned system users on how to create, delete and modify inmate programming and profiles.
- 6.2.6 The Bidder must provide full training for all assigned system users on how to generate appropriate system reports.
- 6.2.7 The Bidder must provide full training for all assigned system users on how to maintain inmate alert levels and respond accordingly when these levels are exceeded.
- 6.2.8 The Bidder will not utilize 3<sup>rd</sup> Party trainers and must provide full training on all components of the Hosted Video Visitation Solution.
- 6.2.9 The Bidder must provide full training on the provided video visitation recording function including the live monitoring of visitation sessions, playback of visitation sessions and the transfer of visitation sessions to other media for playback at off-site locations.
- 6.2.10 The Bidder shall provide full training for all users assigned to the County system on how to change inmate restriction levels (by kiosk, suspend PIN, etc.).
- 6.2.11 The Bidder must provide full training for all assigned system users on how to initiate system restrictions.
- 6.2.12 The Bidder must provide ongoing system training for existing the County personnel when required by the the County at no cost.
- 6.2.13 The Bidder must provide additional training for new the County personnel when required by the County at no cost.
- 6.2.14 The Bidder must describe, in its response, any advanced system training that may be available to the County personnel whether provided on-site at the County facility, off-site at the Bidder's training facilities or via webinar.
- 6.2.15 The Bidder must in its proposal include the name, title and qualifications of the Bidder staff member who will have the overall responsibility for training.
- 6.2.16 The proposed system must provide an integrated help function for system operation, administration, reporting and management functions.
- 6.2.17 The Bidder must provide a "live" Help Desk support function to the County at no cost to the County during the term of this contract. This Help Desk function must be capable of providing support via telephone to the County Hosted Video Visitation Solution personnel for the functions of the Hosted Video Visitation Solution. This "live" Help Desk must be available 24 hours a day, 7 days a week, 365 days per year.
- 6.2.18 The "live" Help Desk support function provided by the Contractor must be located within the continental United States.

6.2.19 The Bidder must provide a customer service center for end-users. This customer service center should be staffed by customer service representatives available 24 hours a day, 7 days a week, 365 days per year. This customer service center must be located in the continental United States.

## 7.0 Equipment/System Maintenance

- 7.1 The Bidder must provide a system at all required the County facilities that are fully functional in regards to all labor, materials, programming, system hardware and software.
- 7.2 The Bidder must warrant that the system installed for the the County facilities shall be free of defects, irregularities, unprofessional installation, code violations and shall operate as designed and proposed. Should the system not operate as designed and proposed or violate any local, state or federal code, the Bidder shall immediately correct the defect or irregularity or bring the system within code and performance specifications at no cost to the County.
- 7.3 The Bidder must provide all post installation system programming and maintenance services at no cost to the County.
- 7.4 The Bidder must agree in its response that maintenance service is available on its Hosted Video Visitation Solution seven days per week, twenty-four (24) hours a day, 365 days per year.
- 7.5 The Bidder must propose a system that provides remote diagnostics and maintenance.
- 7.6 The Bidder is responsible for replacement of the system in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to the County and will occur immediately upon notification to the Bidder of the system problem by the the County facility.
- 7.7 The Bidder is responsible for replacing visitation kiosks in their entirety regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. The Contractor must replace visitation kiosks requiring repair and not repair components of the visitation kiosks on site at the County.
- 7.8 Should any critical component of the Hosted Video Visitation Solution provided by the Bidder fail, the Bidder must respond to Hosted Video Visitation Solution maintenance/repair calls from the the County in the manner outlined in this section.

- 7.9 For the purpose of this RFP, a “Major Emergency” shall be defined as an occurrence of any one of the following conditions. The Bidder is required to further negotiate with the County prior to system installation to determine additional specific criteria for a “Major Emergency”.
- 7.9.1 Failure of the recording function or any of its components that affects the full recording operation;
  - 7.9.2 Failure of 50% or more of the visitation kiosks at any one area within the County facility;
  - 7.9.3 Failure of any of the Hosted Video Visitation Solution functions that result in the ability of inmates to place visitation sessions without the use of assigned PINs;
  - 7.9.4 A failure of the system “kill switches” or similar disabling function proposed by the Bidder.
  - 7.9.5 A failure of the Hosted Video Visitation Solution processor, its common equipment or power supplies which render the system incapable of performing its normal functions;
- 7.10 For a “Major Emergency” the Bidder must respond to the service problem within 30 minutes of initial trouble report by the County facility through the use of remote testing or access. Should the Hosted Video Visitation Solution not be accessible for remote access, the Bidder must have a qualified technician, suitably equipped for the installed Hosted Video Visitation Solution, on site at the County location within four (4) hours from the time of initial trouble report.
- 7.11 Should the problem not be resolved via remote access, the Bidder must have a qualified technician, suitably equipped for the installed system, on site at the County institution within four (4) hours from the time of initial trouble report.
- 7.12 Response to “Major Emergency” conditions must be performed on a 24 Hours-a-Day/Seven Days-a-Week/365 Days-a-Year basis throughout the term of this contract.
- 7.13 For the purpose of this RFP, Routine Service shall be defined as a Hosted Video Visitation Solution failure or problem other than a “Major Emergency” item as listed above or defined by the County.
- 7.14 For a “Routine Service” the Bidder must respond to the service problem within twenty-four (24) hours of the initial trouble report by the County facility through the use of remote testing or access. Should the Hosted Video Visitation Solution not be accessible for remote access, the Bidder must have a qualified technician, suitably equipped for the installed system, on site at the County facility within twelve (12) business hours from the time of initial trouble report. Business hours are defined as 8:00 a.m. to 6:00 p.m., Monday through Friday.

- 7.15 Should the problem not be resolved via remote access, the Bidder must have a qualified technician, suitably equipped for the installed system, on site at the County institution within twenty-four (24) hours from the time of initial trouble report.
- 7.16 The Bidder must ensure and state, in its response, that all maintenance calls from the County shall be answered by a “live” operator/service representative at all times.
- 7.17 It is required that that all maintenance calls from the County be answered by a “live” service representative who is located within the continental United States at all times.

## 8.0 RATES & FACILITY COMMISSIONS

### 8.1 Rates

- 8.1.1 Provide information on the rate structure for video visitation sessions. Include within your response the cost per sessions for attorney, friends, and family visitors.

### 8.2 Commission Structure

- 8.2.1 Provide information on the commission structure. Include the following within your response:
- 8.2.2 What is the percentage of commission you will pay the County ? Failure to state proposed commission percentage may result in rejection of proposal.
- 8.2.3 Explain in detail the method used to calculate revenue to the County (e.g., gross revenue, adjusted gross revenue, net revenue).
- 8.2.4 State all applicable deductions from Gross Revenue before calculating the County's revenue (i.e., uncollectible calls, total calls, access lines charges, clearing house charges, RBOC, LIDB, etc.).
- 8.2.5 What is your method of reporting the calculation of the County's commission payment?

### 8.3 Provide samples of proposed reports.

- 8.3.1 Is there a charge for customized reports?
- 8.3.2 If yes, provide amounts.

### 8.4 Describe the procedure for handling uncollectible revenue. State whether this expense reduces the County commission and, if so, specify in what manner.

**NON-COLLUSION AFFIDAVIT**

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

NAME: \_\_\_\_\_  
(type or print)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_ Day of \_\_\_\_\_, 2014 ,  
by and between the County Of Calhoun, Michigan, (hereinafter called the "County")  
and \_\_\_\_\_, (hereinafter called the "Contractor" ).

WITNESSETH

WHEREAS , the Contractor did on the \_\_\_ Day of \_\_\_\_\_, 2014 ,  
submit a Bid Proposal to provide an *INMATE PHONE SYSTEM*, and to perform such work as  
may be incidental thereto or as described in **RFP# 116-14**.

NOW, THEREFORE, in consideration of the following mutual agreements and  
covenants, it is understood and agreed upon by and between the parties hereto as  
follows :

1. The Contractor shall furnish the following Contract Documents, all of which shall be incorporated as part of the agreement between the parties as fully as if set forth herein:
  - (a) The Request For Proposal **RFP# 116-14**
  - (b) The Contractor's Bid Proposal
  - (c) This Instrument
  - (d) Any supplements or changes to the foregoing agreed to by the parties hereto including addendums
  - (e) Insurance Forms
  
2. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no substitutions or change in said specifications shall be made except upon written consent or written direction of the Purchasing Agent for the County. Any such substitution or change shall in no manner be construed to release either party from any specified or implied obligation of the aforesaid Contract Documents except as specifically provided for in such consent.

3. This Contract is entered into subject to the following conditions :
- (a) The Contractor shall procure and keep in full force and effect throughout the terms of this contract all of the insurance policies specified in, and required by, the Contract Documents.
  - (b) The Contractor shall not be liable for the failure to wholly perform the stated duties if such failure is caused by a natural catastrophe, riot, war, government order or regulation, or Act of God.
  - (c) The contractor shall not violate the provisions of the Michigan Handicappers' Civil Rights Act, P.A. 1976, NO. 220, being sections 37.1101 et seq. Of the Michigan Compiled Laws, and specifically agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status, or because of a handicap that is unrelated to the individuals ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.
  - (d) In the case of a conflict between the Contract, RFP, Addendum, and Bid; the RFP and Addendum shall be the prevailing documents.
  - (e) The terms and conditions contained within the Contract Documents are governed by the laws of Michigan. In the event of a dispute the laws of Michigan will be used to resolve the dispute.

IN WITNESS WHEREOF, we, the contracting parties by our representative  
 duly authorized agents, hereto affix our signatures and seals this \_\_\_\_\_ day of  
 \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF CALHOUN, MICHIGAN

ATTEST :  
 \_\_\_\_\_

BY : \_\_\_\_\_

TITLE : \_\_\_\_\_

\_\_\_\_\_  
 CONTRACTOR

ATTEST :  
 \_\_\_\_\_

BY : \_\_\_\_\_

TITLE : \_\_\_\_\_

**ATTACHMENT A**

**INMATE PHONE SYSTEM- RFP#116-14  
COMMISSION RATE BID FORM**

**OPTION A - Based on a SEVEN (7) year contract**

Commission Rate to be paid to Calhoun County

	<b>Collect Calls</b>	<b>Debit Card (pre-payd) Calls</b>
YEAR 1	_____ %	_____ %
YEAR 2	_____ %	_____ %
YEAR 3	_____ %	_____ %
YEAR 4	_____ %	_____ %
YEAR 5	_____ %	_____ %
YEAR 6	_____ %	_____ %
YEAR 7	_____ %	_____ %

List any incentive plans offered by your company such as signing bonuses, etc.

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COMPANY NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

CALL DESTINATION	NPA.NXX	CALL TIME	CALL DURATION	CALL SURCHARGE	TOTAL BILLABLE	CALL COMMISSION (3 YR CONTRACT)	CALL COMMISSION (5 YR CONTRACT)
Battle Creek, MI	269.969	09:00 am	2 min 30 sec				
Battle Creek, MI	269.969	09:00 pm	2 min 30 sec				
Kalamazoo, MI	269.349	09:00 am	2 min 30 sec				
Kalamazoo, MI	269.349	09:00 pm	2 min 30 sec				
Grand Rapids, MI	616.451	09:00 am	2 min 30 sec				
Grand Rapids, MI	616.451	09:00 pm	2 min 30 sec				
Lansing, MI	517.373	09:00 am	2 min 30 sec				
Lansing, MI	517.373	09:00 pm	2 min 30 sec				
Detroit, MI	313.833	09:00 am	2 min 30 sec				
Detroit, MI	313.833	09:00 pm	2 min 30 sec				
St. Louis, MO	314.241	09:00 am	2 min 30 sec				
St. Louis, MO	314.241	09:00 pm	2 min 30 sec				
MIAMI, FL	305.265	09:00 am	2 min 30 sec				
MIAMI, FL	305.265	09:00 pm	2 min 30 sec				
RICHMOND, CA	510.232	09:00 am	2 min 30 sec				
RICHMOND, CA	510.232	09:00 pm	2 min 30 sec				

ALL SAMPLE CALLS ORIGINATE FROM BATTLE CREEK, MI 269.969

COMPANY NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_