

Request For Proposal
Bid # 2009-18

The Cherokee County Sheriffs Office will be accepting sealed bids for a provider of Inmate Telephone Services for the Adult Detention Center. Information and bid packages may be obtained by emailing your request to kpjohnson@cherokeega.com, Karen Johnson, Jail Administrator. To view this bid visit the Cherokee County website; www.cherokeega.com. Response to this invitation should be sent to:

Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA. 30114
Attention: Dorothy Griffith

Or the response may be hand delivered to the Board of Commissioners Office at the same address no later than 10:00 a.m., Tuesday, October 6, 2009, so they may be included in a formal bid opening at this time. Each response should be marked on the outside of the envelope or package with: "SEALED BID # 2009-18, INMATE TELEPHONE SERVICE FOR ADULT DETENTION CENTER, October 6, 2009. Attention: Dorothy Griffith." No bids will be accepted after the specified time of the bid opening. Bids submitted after the designated time will be deemed invalid and returned unopened to the bidder. The Cherokee County Board of Commissioners reserves the right to reject any and all bids and waive technicalities as deemed appropriate by the commission.

Dorothy Griffith
678-493-6034

**REQUEST FOR PROPOSALS
INMATE TELEPHONE SERVICES
BID # 2009-18**

1.0 Administrative Requirements and Instructions

1.1 Purpose of request for proposal (RFP)

The purpose of this RFP is to solicit competitive sealed proposals to furnish, install, maintain and provide local and long distance telephone service for coin and coinless inmate telephone services at the Cherokee County Public Safety Facility.

It is to be clearly understood that while the Cherokee County Sheriffs Office is soliciting proposals that will provide a generous commission, the Sheriffs Office is not soliciting for a vendor that will increase the present cost of services to coin and coinless telephone users or provide a lesser level of service.

1.2 RFP schedule

- A. The RFP is let on September 4, 2009.
- B. The RFP will be advertised for two weeks.
- C. Questions via e-mail will be accepted until Thursday, September 24, 2009, at 5:00 p.m.
- D. Proposals will be accepted until 10:00 A.M. on Tuesday, October 6, 2009, at which time the bids will be opened. Proposals received after this date and time will be returned to the vendor unopened.
- E. Review and selection will be accomplished before October 19, 2009.
- F. The selected vendor will begin operation of the phone service for the facility on January 1, 2010.

1.3 Job-Site Visit

It is the responsibility of the Vendor(s) to satisfy themselves by personal examination of the job site of the general provisions and proposal as they relate to the conditions existing at the job site of this project. No plea of ignorance relating to any data, conditions, or requirements that exist or that may be encountered under this contract will be accepted as a result of failure or omission on the part of the Vendor to fulfill in every respect all of the requirements of this RFP. The job site

visit will be upon request from a potential vendor. If requested by at least one vendor, a visit will be scheduled for all potential vendors on the same day and time.

1.4 Questions concerning RFP

Any questions concerning the RFP or bid process must be e-mailed to Dorothy Griffith at dgriffith@cherokeega.com. All participants will be e-mailed the answers. The e-mail must be sent no later than Thursday, September 24, 2009, by 5:00 p.m. Any questions via e-mail sent later than this date will not be answered. For any clarification of the above statement you can call 678-493-6034.

Vendors intending to respond to this RFP are requested to identify a liaison person to whom all communication from the Cherokee County can be sent. Please supply a name, mailing address, telephone number, FAX number, and e-mail address as available.

The vendor's proposal must be signed by an authorized officer of the company.

1.5 Disputes

Any prospective vendor who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification. The written dispute shall be sent via certified mail or delivered in person to the point of contact set forth in section 1.4 and shall be addressed to the Cherokee County Board of Commissioners, who shall review the written dispute and render a decision which shall be considered final.

1.6 Clarification and addenda

- A. It is incumbent upon each prospective vendor to carefully examine these specifications, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing through the contact person listed herein. **The Sheriff's Office will not be responsible for any oral representation(s) given by any employee, representative or others.** The issuance of a written addendum by the County Representative is the only official method by which interpretation, clarification-or additional information can be given.
- B. If it becomes necessary to revise or amend any part of this RFP, notice will be given to all prospective vendors who have expressed interest in this RFP. **Receipt of addenda must be acknowledged by the vendor in their proposal.** Each vendor should ensure that they have received all addenda to this RFP before submitting their proposals. Call the point of contact indentified within this proposal for information regarding addendum's for this bid.
- C. This RFP does not commit the Sheriffs Office to award a contract, nor will the Sheriffs Office be responsible for any cost or expense incurred by any vendor in preparing and submitting a proposal, nor for any cost or expense incurred by any vendor before the signing of a contract agreement.

1.7 Proposal format

- A. This RFP requires a detailed proposal that includes all information required, as outlined in Section 5.0 : Proposal Requirements. An original, marked "original", and three (3) copies, each marked "copy", are required (four (4) total proposals).
- B. The original proposal must be signed by an official authorized to legally bind the vendor to its provisions and shall contain a statement that the proposal shall remain valid for at least ninety (90) calendar days from the proposal closing date.
- C. **Terms and conditions differing from those in this RFP shall be cause for disqualification of the proposal.**

1.8 Proposal closing date/delivery of proposals

- A. The original proposal and three (3) complete copies of the proposal must be sealed and delivered (faxed copies will not be accepted) to the Cherokee County Board of Commissioners, 1130 Bluffs Parkway, Canton GA 30114 no later than **10:00 a.m., local time, on Tuesday, October 6, 2009**. Proposals received after this time will not be considered.

All packages should be clearly marked: "**Bid # 2009-18, RFP for Inmate Telephone Services.**" **Attention: Dorothy Griffith.**

Note: Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, etc.) that they are properly instructed to deliver your proposal **only** to the address set forth herein. To be considered, **a proposal must be accepted at the Cherokee County Commissioners, 1130 Bluffs Parkway, Canton GA 30114 (678)493-6034, prior to the bid closing time.** If the proposal is delivered anywhere other than the designated location, it may not be time stamped.

- B. The names of the vendors submitting proposals will be read aloud in the Cherokee County Commissioners conference room at 1130 Bluffs Parkway, Canton, Ga. 30114 at **10:00 a.m., local time on Tuesday, October 6, 2009**. No details of the proposals will be released until after award and execution of the contract(s).

1.9 Proposal acceptance/rejection

The Sheriff's Office reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing vendors. The Sheriff's Office reserves the right to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal, which in the judgment of the proper officials, is in the best interest of the Sheriff's Office.

1.10 Post-bid discussions with vendors

It is the Sheriff's Office intent to commence final contract negotiations with the vendor deemed most advantageous to the Sheriff's Office in accordance with the evaluation criteria specified elsewhere in this RFP. The Sheriff's Office reserves the right, however, to conduct post-bid discussions with any vendor(s) who have a realistic possibility of contract award including request for additional information, and request for "best and final" offers.

1.1.1 Presentations by vendor(s)

The Sheriffs Office, at its sole discretion, may ask individual vendor(s) to make oral presentations and or demonstrations without charge to the Sheriffs Office. The Sheriffs Office reserves the right to require any vendor to demonstrate, to the satisfaction of the Sheriffs Office, that the vendor has the fiscal and technical ability to furnish the telephones and systems as proposed. The demonstration must satisfy the Sheriffs Office, and the Sheriffs Office shall be the sole judge of compliance.

1.1.2 Disclosure of proposal content

- A. All proposals shall be held confidential from parties other than the Sheriffs Office until after the contract is awarded and executed.
- B. All material submitted becomes the property of the Cherokee County Sheriffs Office and shall be returned only at the Sheriffs Office's option.
- C. In the event that a vendor submits trade secret information, the information must be clearly labeled "**trade secret.**" The Sheriffs Office will maintain the confidentiality of such trade secrets to the extent provided by law.

1.1.3 Conflict of interest disclosure

All vendors shall include a disclosure statement of any potential conflict of interest that the vendor may have due to ownership, other clients, contracts, or interests associated with this project.

1.1.4 Contract

- A. The content of this RFP and all provisions of the successful proposal deemed pertinent by the Sheriffs Office may be incorporated into this contract and become legally binding.
- B. The Cherokee County Commission Chairman is the sole signatory for contractual agreements by and between the Cherokee County Sheriffs Office and other contracting entities. He or his authorized designee is the only person in the Cherokee County Sheriffs Office legally authorized to sign or execute contracts, or issue or authorize changes to any Sheriffs Office contracts. No employee or other person is authorized to execute contracts or change orders and the Sheriffs Office will not be bound by any such action.

1.1.5 Minimum Specifications

The attached specifications set forth as the statement of work (Section 2), are the minimum required performance specifications for this proposal. They are not intended to limit competition nor specify any particular vendor or system. All proposals shall be considered which meet or exceed each item listed in the scope of work. Any exceptions or alternates must be clearly identified and explained in writing and included in the proposal.

1.1.6 Prime contractor

If the proposal includes equipment, services, software or supplies marketed by other suppliers, the vendor must act as the prime contractor for all such items and services and must assume full

responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this RFP. **The vendor shall include the full name, address, and telephone number of company bearing an interest in the proposed equipment or services.** The prime contractor shall be responsible for all insurance, permits, licenses, etc., for any and all sub-contractors. Even if the subcontractor is self-insured, the Sheriffs Office will require the prime contractor to provide the insurance certificates.

- A. The Sheriffs Office reserves the right to award the contract to furnish inmate telephone services to the vendor which the Sheriffs Office deems to offer the best overall proposal: system, commissions and service considered. The Sheriffs Office is therefore not bound to accept a proposal on the basis of highest commission alone and further the Sheriffs Office has the sole discretion and reserves the right to cancel this RFP', and to reject any and all proposals, to waive any or all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the Sheriffs Office best interests to do so.
- B. In the event of default by the awarded vendor, the Cherokee County Sheriffs Office reserves the right to award the contract to the next best vendor. In the event of this occurrence, the next best vendor shall be required to provide the proposed services as stated in their proposal for the remainder of the contract period.

1.18 Evaluation Process

- A. Proposals will be evaluated by the Jail Administrator and other individuals of his choosing. In addition to the materials provided in the written responses to this RFP, the Jail Administrator may utilize site visits or may request additional material, information, or references from the vendor(s) submitting proposals.
- B. Proposals will be evaluated based upon the following criteria:
 - i. Completeness of the proposal, (i.e.) the degree to which it responds to all requirements and requests for information contained herein.
 - ii. Financial stability of the vendor as evidenced by submitted financial reports and competency of subcontractors.
 - iii. Reputation and quality of services provided by the vendor as indicated by current clients of the vendor.
 - iv. Qualifications of the vendor; length of time in the public pay telephone business, with emphasis given to providing such services in a correctional setting and the qualifications and level of experience of the individuals assigned to the project.
 - v. Commissions, bonuses, and the projected income to the Sheriffs Office.
 - vi. Call detail reports and revenue reporting.

- vii. Ability to provide equipment to allow the Sheriffs Office officials at a minimum to identify, monitor, and record in-going and outgoing calls and to block/restrict calls from a central monitoring location.
- viii. Experience in installing, maintaining and supporting public telephone systems approaching the size and complexity of that required in a Correctional Institution the size of Cherokee County's.
- ix. The technical capability to support the proposed system in terms of on-site maintenance, spare parts, and system expansion. The Sheriffs Office reserves the right to require proof that the vendor is an established business and is abiding by the ordinances, regulations, and laws of their community and the State of Georgia, such as but not limited to: occupational licenses, business licenses, Georgia sales tax registration, federal employer's identification number, etc.

1.19 Licenses/Certificates

The Sheriff's Office reserves the right to require proof that the vendor is an established business and is abiding by the ordinances, regulations, and laws of their community and the State of Georgia, such as but not limited to: Occupational licenses, business licenses, Georgia sales tax registration, federal employer's identification number, etc.

1.20 Insurance Requirements

The vendor shall maintain at its sole cost and expense General Liability Insurance in the minimum amount of three hundred thousand dollars (\$300,000) per occurrence, combined single limit bodily injury, personal injury and property damage liability. The liability policy shall state that the policy cannot be canceled or restricted without first giving thirty (30) days prior notice thereof in writing to the Sheriffs Office. The vendor shall provide the Sheriffs Office with evidence of such insurance in a form or forms acceptable to Sheriffs Office immediately upon execution of this Contract and on an annual basis thereafter. All insurance companies must be authorized to transact business in the State of Georgia.

The vendor shall secure and maintain at its sole cost and expense during the contract term, all Worker's Compensation insurance required by Georgia law, for the vendor and all employees who are to provide services under this contract. The vendor shall require his consultants, subcontractors or subsidiaries doing work in connection with this contract to provide the same coverage, without exclusion of any class of employee. The vendor's liability coverage with limits of not less than \$100,000 for each accident or illness shall be included.

1.21 Assignment

Any contract issued pursuant to this RFP **may not** be assigned by the successful vendor without the express written consent of the Sheriffs Office.

1.22 Subcontractors

The vendor shall submit as part of the vendor's proposal a listing of all subcontractors that the vendor is expected to utilize in fulfilling the requirements set forth in this proposal. The vendor is responsible for ensuring that all subcontractors meet all provisions as set forth in this

RFP which would apply to the vendor. These subcontractors will be subject to review of their competency by the Sheriff prior to the award of a contract. After award of the contract, no change in subcontractors will be made without the consent of the Sheriff.

1.23 Vendor Representative

The vendor shall designate, in the proposal, an individual acceptable to the Sheriff's Office to act as the liaison between the vendor and the Sheriff's designated representative(s) regarding the delivery of services under the terms of the contract.

1.24 Vendors Responsibility

A vendor, by submitting a proposal represents that:

- A. The vendor has read and understands the Request for Proposals (RFP) and the proposal is made in accordance therewith.
- B. The vendor is familiar with the local conditions under which this proposal must perform. The vendor possesses the financial and technical capabilities, hardware, and personnel necessary to provide efficient and successful service to the Cherokee County Sheriff's Office.
- C. It is understood and the vendor agrees that the vendor shall be responsible for all services provided. Notwithstanding the details presented in this RFP, it is the responsibility of the vendor to verify the completeness of the requirements and its suitability to meet the intent of this RFP. Any additional equipment or services required by the vendor to meet the requirements of this RFP shall be provided by the contractor at no decrease in the commission to the Cherokee County Sheriff's Office.

2.0 Statement of Work

2.1 Background

The Cherokee County Public Safety Facility includes Jail Beds, Sheriff's Administration, Fire/EMS and 911. The facility houses up to 512 inmates in addition to the existing 96-bed facility that will be maintained. The housing units consist of four dormitory units of 64 inmates each and four double-cell housing units of 64 inmates each. Each housing unit has four collect-only inmate phones mounted on telephone kiosks. A 27-bed medical unit has four inmate phones. The intake release area has 6 coinless phones. The 21-inmate phones in the old jail must also be maintained. The facility lobby area has two coin-operated phones. A total count of 60 coinless, collect-only inmate phones and 2 coin-operated phones will be provided.

2.2 Purpose

The purpose of this RFP is to establish a twelve (12) month contract with two (2), one (1) year extension options with a vendor who shall furnish, install, maintain, and provide training for inmate telephone services at specified locations to include local, inter-lata, and intra-lata service for which a commission shall be paid to the Cherokee County Sheriff's Office.

It is to be clearly understood that while the Cherokee County Sheriff's Office is seeking a vendor that will provide a generous commission, the Cherokee County Sheriff's Office is not

soliciting for a vendor that will increase the present cost of services to coin and coinless telephone users.

2.3 Scope of work - overview

The vendor shall provide all labor, supervision and materials required to install, operate and maintain all telephonic communications equipment necessarily for the operation of coin, credit card and collect only telephone stations at no charge to the Sheriffs Office and at locations and in quantities determined by the Sheriffs Office. The vendor shall pay to the Sheriffs Office compensation based upon calls placed from the telephone equipment in accordance with the commission schedule submitted with the proposal.

The vendor shall be responsible to provide all labor required installing the telephones, drilling holes (if needed), pulling cables (if needed), etc., but this must be coordinated with the Jail Administrator.

2.4 Scope of work - general

- A. The vendor shall provide both coin and coinless telephones including installation, including wire pull through owner provided conduit (if needed), instrument programming, setting and testing, miscellaneous ancillary devices including all related connectors and grounding devices required to assure complete and fully operational telephone equipment at the locations designated by the Sheriffs Office. Installation of equipment shall be coordinated with the Jail Administrator.
- B. The vendor will provide, replace, or purchase one four-seat telephone kiosk in each of the eight housing units (owned by current vendor). The kiosk tables will be Norix Econo-max Phone Table No. 4200-4. An equivalent phone table may be submitted to the Cherokee County Sheriffs Office for approval.
- C. The vendor shall be a full service Inter-Exchange Carrier, certified at the time of RFP receipt to operate in Georgia by the State of Georgia Public Service Commission or may subcontract for this service. **Documentation of certification of either the vendor or subcontractor is required with the RFP Proposal.** Pending applications to the GPSC are **NOT** acceptable.
- D. Subcontractors or resellers of the telephone services requested in this RFP are unacceptable. The vendor shall be the owner of its switching facilities and owner or majority owner of all inter-exchange transmission facilities associated with this proposal or if subcontracted, shall be responsible to the Sheriff for their operation.
- E. The vendor shall provide local, intra-lata, inter-lata, intra-state, inter-state, and international telephone services for inmates. In order to provide said services, the vendor shall be responsible for coordinating successful assignment to an inter-exchange carrier (IXC) and shall be responsible for insuring that the selected IXC complies with all provisions set forth in this RFP. The IXC shall be responsible for identifying and resolving any interface requirement that is necessary to connect and satisfactorily operate with the awarded vendors system.

- F. The vendor shall provide and install all telephone instruments and associated equipment at no charge to the Sheriff.
- G. The vendor shall provide equipment repair and maintenance services at no cost to the Sheriff.
- H. The vendor shall provide quality telephone service, quality operator service and emergency telephone service (E-911).
- I. The vendor must agree to pay all initial set up charges and any other incurred costs to convert, acquire or replace the existing equipment and service.
- J. **The vendor must agree to add, delete, or modify the location of telephones at the request of the Sheriff's Office at the prevailing commission rate within a reasonable period of time to be addressed by the vendor in the proposal.** The cost of any such additions, deletions, or changes, including wiring, shall be the sole responsibility of the vendor.
- K. All telephones and other equipment provided and installed must be new and in current production, and shall comply with all Federal Communications Commission (FCC) and Georgia Public Service Commission (GPSC) regulations relating to telecommunications equipment and transmission. All telephones and other equipment, exclusive of wiring and conduit, shall remain the exclusive property of the vendor.
- L. The telephones and other equipment provided by the vendor shall employ protective equipment on the commercial power supply to protect the inmates and Sheriffs Office personnel against lightning strikes, and commercial power surges or faults. The vendor shall provide or cause the current local exchange to provide, protection for all network services connected to the telephones which enter or leave the facility. **The vendor shall describe within the submitted proposal, the protective devices and measures that will be employed to ensure both electrical and circuit protection.**
- M. The number and location of coin and coinless telephones, based solely upon the existing inventory, shall be as follows for the purpose of this RFP:

<u>Location</u>	<u>Coinless</u>	<u>Coin</u>
Detention Center Housing Units	32	0
Old Facility Housing Units	21	0
Intake Area	6	0
Public Lobbies	0	2
Medical Unit	4	0

- N. Telephone maintenance personnel shall respond to service outages as soon as possible but no later than 24 hours after receiving the service request from the Sheriffs Office. **All vendors shall address their maintenance protocol within their submitted proposal to include automatic call out for repair, vandalism repair, and cleaning of units.**

- O. The Sheriff shall not be liable for any loss, damage or destruction of or to any of the telephones, equipment, or enclosures.
- P. All telephone equipment, cabling and wiring shall meet or exceed ALL FCC, FPSC and ANSI Public Telephone standards, as well as Federal, State and Local laws, regulations, etc., whether such equipment and supporting materials are of the vendors own manufacture or provided by sub-contract.
- Q. All telephone instruments shall be maintained and cleaned on a regular schedule.
- R. The vendor shall pay all bills associated with the operation of the inmate telephones without deductions from the revenue paid to the Sheriff.
- S. The vendor shall provide monthly reports to the Sheriff, which depicts call detail information both on paper and on CD.
- T. The vendor shall provide twenty-four (24) hour per day, seven (7) day per week, a customer service center to handle customer complaints, customer refunds and/or assistance to the caller.
- U. NO advertising, message or other information, except as required herein, shall be placed on any telephone or in any telephone enclosure without the prior written approval of the Sheriff.
- V. The vendor shall be required to provide formal training on the use and operation of the monitoring/recording equipment to be placed at the Jail Facility.
- W. The vendor shall provide troubleshooting training to the operations and maintenance personnel of each facility to familiarize them with the potential problems and probable solutions in order to minimize downtime and prevent unnecessary service calls.

2.5 Scope of work - Coinless telephones

- A. The telephone instrument shall be surface mounted except where kiosk tables are used. The instrument shall be of suitable for use in a correctional facility environment.
- B. The vendor will be required to assume complete responsibility for the acquisition, if compatible with current requirements as set forth in this RFP, or removal if not, of existing coinless telephones.
- C. Installation of all telephones and related equipment shall be accomplished during normal business hours and in accordance with a schedule approved by the Sheriffs Office.
- D. Each telephone receiver must be hearing aid compatible and tamper resistant.
- E. Each telephone instrument must reset itself for the next call in order to prevent an inmate from depressing the switch hook to obtain another dial tone.

- F. Each telephone must be equipped with a calling instruction plate which shall inform each inmate that Sheriffs Office personnel may monitor, time, record and restrict service for such telephones. The calling instruction plate shall further state that information such as date and time of call, duration of call, and originating and terminating telephone numbers are monitored, and that use of the telephone constitutes consent to this service.
- G. Neither the vendor nor the IXC shall charge or bill for uncompleted calls. Each call shall be billed only from the time the end user answers the call.
- H. Telephone instruments utilized shall have automatic problem reporting capabilities and shall provide notification to the vendor as well as to Sheriffs Office personnel that the instrument is not working properly. The vendor shall notify Sheriffs office personnel with an estimated repair time and follow up until such time as service is restored.
- I. The vendor shall provide modern on-site call monitoring and recording equipment at each facility and instruction in its use. **The vendor shall describe within the submitted proposal, the features and capabilities, including the amount in days of data storage, of the call monitoring/recording system proposed. See also item Q.**
- J. The vendor shall provide separate on-site monitoring and recording systems when necessary for investigative purposes and for other necessary monitoring purposes.
- K. The vendor shall provide a means to inhibit any call that could generate a charge to the telephone or any other Sheriffs Office telephone number.
- L. The vendor shall provide a means to inhibit any calls to answering machines, voice mail, or other automated systems if requested by the Sheriffs Office.

The coinless inmate telephones shall be provided with collect calling, pre-paid, and calling card only and shall be restricted solely to these types of service. Means shall be employed to advise the inter-lata and intra-lata party called that the call is a collect call from the Cherokee County Jail along with the name of the inmate calling.

- M. The vendor shall provide a system to permit "free" calling to the Cherokee County Public Defenders' Office at no cost to the Sheriffs Office, the Public Defenders Office or the inmate.
- N. If an automated operator is provided, the system shall offer fully automated operator services including collect and collect person to person calling. The system shall have the capability of giving dialing instructions, error prompts, initial contact with the called party, verification of call acceptance, and real time announcement of the inmates name.
- O. The vendor shall propose a system that allows for control by Sheriffs Office personnel through means of an administrative terminal located in The Cherokee County Detention Center. Features the Sheriffs Office desires, include, but are not limited to the following:
 - i. Ability to restrict use of one or more of the telephone instruments in an area or areas at a set time each day or intermittently during the day.
 - ii. Ability to restrict calls/block access from either a specific telephone or all telephones comprising the system to specific telephone numbers.

- iii. Ability to restrict calls to a predetermined time.
 - iv. Ability to obtain via a "search" feature, call detail information for each telephone, such as date and time of call, number called, duration of call.
 - v. Ability to monitor calls in progress with no indication to either the telephone user placing the call or the telephone user receiving the call.
 - vi. Ability to access, display, and print real time and historical detail records.
 - vii. Ability to detect and prevent, if requested by the Sheriff, three way calling.
 - viii. The proposed system must be capable of testing by the Sheriff to verify the accuracy of the system.
- P. The vendor **may propose** the use of a Personal Identification Number (PIN) system including an on-site administrator who will be responsible for training and management of the system.

2.6 Scope of work - Coin telephones

- A. The Vendor will provide all services that would be typical to this type of telephone service in a governmental setting. **The vendor shall describe within the submitted proposal, the features and capabilities of the coin telephones proposed.**
- B. All telephones shall be surface mounted, similar in construction and operating characteristics and capabilities of currently installed equipment.
- C. The vendor will be required to assume complete responsibility for the acquisition or removal of existing coin telephones at the vendor's expense.
- D. All telephones must be equipped with a calling instruction plate.
- E. All telephones must be hearing aid compatible and be tamper resistant.
- F. The vendor shall provide operator services to all coin telephones.
- G. The vendor shall provide, upon request of the Sheriff, detailed calling activity for each coin telephone

3.0 Contract

3.1 Term of contract, contents:

Each contract shall begin at execution and continue for an initial term of one (1) years, with the option of renewal for two (2) additional one (1) year terms. The contract may include all or a portion thereof, of the contents of this RFP, in addition to the standard terms and conditions of Sheriff's Office contractual agreements.

3.2 Contract termination/cancellation:

- A. If the vendor fails to properly perform the conditions of the contract - **IN THE SOLE OPINION OF THE SHERIFF** - the Sheriff will communicate to the vendor in writing the problem(s) that exist. The vendor will have ten (10) calendar days to correct the problem(s). If the same or other problems persist or reoccur the Sheriff may immediately cancel the contract by advising the vendor in writing.
- B. The Sheriff reserves the right to cancel the contract without cause with a minimum sixty (60) day written notice.
- C. Termination or cancellation of the contract **WILL NOT** relieve the vendor of any obligation of payment of commissions earned up to the date of cancellation.

3.3 Contract default

Default on the contract by the vendor shall include but not be limited to:

- A. Failure to pay commissions on time.
- B. Failure to keep equipment or software maintained in a timely manner (as defined in the vendor's proposal).
- C. Charging telephone customers rates in excess of agreed upon rates.
- D. Other considerations preventing the proper operation of the telephone services.
- E. Failure to install inmate phones where the Sheriff has deemed a phone necessary, even in a non-revenue location.

4.0 Revenue

4.1 Commissions

- A. Commissions shall be calculated as a fixed percentage based upon the **gross** revenues collected for each inmate telephone. There shall be NO deductions from the gross revenue for the purpose of calculating the commissions for the Sheriff.
- B. All payments from the vendor to the Sheriff shall be based upon calls made during a calendar month.
- C. All payments shall be received by the Sheriff, at a location identified by the Sheriff, within thirty (30) calendar days after the end of the calendar month.
- D. All payments shall be accompanied by a summary report listing each individual telephone and the inter-lata revenue, intra-lata revenue, total revenue, and commission paid for each telephone during the monthly period. **Samples of revenue detail reports shall be included with the Proposal.**

4.2 Rate Structure

- A. The vendor shall have various credit card options and the ability to accept and process different credit card billings including but not limited to VISA, MasterCard, American Express and **pre-paid calling cards provided by the vendor**. This option shall be applicable only to pay telephones and shall require only the capability of the vendor to process such calls and it is not a requirement that pay phones be equipped with credit card reading devices.
- B. Operator charges for person-to-person, credit card, third party, collect, and directory assistance calls shall not exceed the current rate presently being charged nor at any time shall the rates exceed the allowable maximum tariff rates for the State of Georgia or FCCIFPSC regulations.

4.3 Fraud/Theft/Damage/Unbillable Claims

- A. The vendor shall agree that the Sheriff will bear no responsibility for fraudulent calls or theft of service. Furthermore **NO** documented fraud, stolen or lost funds shall be deducted from revenue paid to the Sheriff. Fraudulent calls shall be the sole responsibility of the vendor.
- B. The vendor shall agree that the Sheriff will bear no responsibility for un-billable or uncollectible calls. Further, **NO** revenue shall be deducted from commissions paid to the Sheriff for such calls. The vendor shall bear sole responsibility for collection on all calls and damage to phones.

4.4 Right to audit

- A. The vendor shall provide the Sheriff with the right to audit the revenues and commissions of any inmate telephone which is covered by the contract. The Sheriff shall furnish the vendor with a minimum ten (10) day written notice prior to executing its right to audit. The vendor shall cooperate fully with the Sheriff or its employees or agents in assembling and providing any and all reasonable information required to audit the contract.
- B. The Sheriff's right to audit the vendor shall only include those items specifically approved by the Georgia Public Service Commission and the Sheriff's Financial and Legal staff required to verify compliance with the terms of the RFP and the contract.

Intentionally left blank.

5.0 PROPOSAL REQUIREMENTS

5.1 PROPOSALS FOR INMATE TELEPHONE SERVICES

Proposals in response to this RFP shall be accepted for:

- A. Combined Pay Telephone Provider Inter-Exchange (Inter-Lata) Carrier Services.

5.2 PROPOSAL REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, plus any additional data, prints, or literature that the vendor deems pertinent to the understanding and evaluating of the proposal. The vendor should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. **All proposals shall include, at the minimum, the following information, tabbed as identified:**

5.2.1 TAB A: PROPOSER PROFILE / SUBCONTRACTORS

- A. The proposal shall include such information as the company's history, present status and projected corporate direction.
- B. The proposal shall include an overview of the company's telecommunications experience either as a provider of public telephones or as an Inter-Exchange Carrier, or both. This shall include experience in installation, maintenance and service.
- C. The proposal shall include the proposing company's latest published financial statement, and any other pertinent financial data. If the vendor is a subsidiary of another company, the same financial information on the parent company is required.
- D. The proposal shall include a listing and pertinent information regarding all subcontractors that the vendor intends to utilize in fulfilling the requirements of this RFP.

5.2.2 TAB B: COMMISSIONS

A **COMMISSION SCHEDULE** must be completed and returned with the Proposal. The commission schedule must include the following information:

- A) For Telephone Provider: Commission schedule and basis for:
 - 1. Intra-LATA,
 - 2. Long Distance;
 - 3. Coin operations;
 - 4. Bonus schedules, if offered;
 - 5. Any other revenues.

- B) For Inter-Exchange Carriers: Commission schedule and basis for:
 - 1. Inter-LATA; "0+" and "00-" calls;
 - 2. International calls;
 - 3. Bonus schedules, if offered;
 - 4. Any other revenues.
- C) The vendor shall also supply with its submitted commission schedule set forth in Subsection A and B, the tariff rate schedule upon which the commissions are based.

5.2.3 TAB C: IMPLEMENTATION PLAN & SCHEDULES

Each vendor shall submit approximate time schedules and plans for installation of equipment and the transition of service. The awarded vendor must coordinate with the current service provider to ensure the transition occurs without a loss of service to the Sheriff.

The Sheriff or his designee will work with the vendor on the exact schedules of implementation. This section should address the approximate time schedules and time plans to complete the various installations and start-ups.

5.2.4 TAB D: EQUIPMENT LISTING

The vendor shall provide a complete listing of the type of coinless and coin telephones to be utilized. This is also the section that the vendor should utilize to describe equipment specifications and features of proposed monitoring / recording equipment.

5.2.5 TAB E: REEFERENCES

- A. Each vendor shall provide at least two (2), current operational accounts, including such systems installed in Correctional Facilities that have the same or similar inmate telephone systems. Each reference shall include at a minimum:
 - 1) Name and full address of organization
 - 2) Contact person of communications authority
 - 3) Contact person of the procurement authority
 - 4) Telephone number(s)
 - 5) Date of acceptance of installation
 - 6) Brief summary comparing the referenced system to this proposed system.
- B. Failure to provide references may disqualify the proposal.

5.2.6 TAB F: PROGRAM MANAGER

List the name(s), business address and telephone number(s) of the individual(s) that will act as the program manager(s) for this project. Provide a brief resume of each individual's background and skills in managing similar projects.

The Vendor shall also provide the office location from which the program manager will work out of and the location from which telephone maintenance personnel who will be

responsible for the repair and maintenance of the proposed inmate telephone system equipment will work out of.

5.2.7 TAB G: CALL DETAIL REPORTS

Each proposal shall include samples of the call detail reports that the vendor will be provided to the Sheriff. A separate sample is required for provider and IXC sections of the proposal.

1. Financial accounting by telephone set/umber and summary report.
2. Call detail by telephone set/number.

5.2.8 TAB H: CONFLICT OF INTEREST DISCLOSURE

All vendors shall include a disclosure statement of any potential conflict of interest that the vendors may have due to ownership, other clients, contracts, or interests associated with this project.

5.2.9 TAB I: CERTIFICATION AND DOCUMENTATION

- A. Each vendor shall provide the required Georgia Public Service Commission certification(s) that the vendor is certified to provide public telephone services in the State of Georgia, as well as any other relevant certifications and documentation.
- B. Each IXC vendor shall provide a statement of ownership of its operator services, or a copy of the contract with the operator services.
- C. If the vendor is involved in any legal action related to public telephone services, please provide a synopsis with explanation of the vendor's side of the dispute. Failure to provide this information will negatively impact the evaluation.

5.2.10 TAB J: OTHER RFP REQUIREMENTS I ACKNOWLEDGEMENT OF RFP REOUREMENTS

The vendor shall use this section to address those sections of the RFP requiring an action or disclosure on the past of the vendor.

Each Vendor shall include an exact copy of this RFP, and shall indicate by signed statement that they have read and agree with all clauses or paragraphs contained therein. If the vendor disagrees with the contents of the clause or paragraph, they shall indicate such exceptions, identifying the number of the clause/paragraph and the reason for such disagreement.

5.2.11 TAB K: ADDED VALUE SERVICES PROPOSED

The vendor should list and explain in detail any added value services offer to the public and or to the Sheriff by selection of their proposal.,

Failure to address each of the Items listed above may lead to disqualification of the proposal.

