

# RANDOLPH COUNTY, MO

## REQUEST FOR PROPOSAL INMATE TELEPHONE SYSTEM

PROPOSALS SHALL BE ACCEPTED UNTIL:  
September 06, 2016 at 9:00 a.m. local time.

**THREE (3) EXACT DUPLICATES OF EACH PROPOSAL MUST BE DELIVERED TO:**

**Randolph County Clerk's Office  
110 South Main Street  
Huntsville, MO 65259**

**The outside of the envelope must contain the vendor's name, address and the following language:**

**2016 INMATE TELEPHONES**

**SUBMITTED PROPOSALS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS PROPOSAL INVITATION AND SPECIFICATIONS.**

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement under the same terms and conditions as the original agreement for up to two (2) additional one-year periods upon the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Agent (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Fax

# Specifications

## **A. GENERAL REQUIREMENTS:**

It is the intent of these specifications to obtain proposals from qualified vendors to provide inmate telephone service, including a recording and monitoring system and equipment for the inmates at the following Randolph County facility:

Randolph County Sheriff's Office  
372 Hwy JJ, Ste. B  
Randolph, MO 65259  
Average Population: 70

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

The requirements listed herein should be met by all offeror's proposals. In instances where the proposal differs from these requirements, offeror shall note the difference and describe in detail how their proposal will meet the County's needs without including this specific requirement. Failure to meet these requirements may be cause for rejection of the vendor's proposal at the County's discretion.

### *A1. Schedule:*

The estimated schedule for the RFP process is listed below. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

Distribute RFP:	August 01, 2016
RFP response deadline:	9:00 a.m.; September 06, 2016
Vendor selected:	September 08, 2016
Project completion:	November 08, 2016

### *A2. Definitions:*

For the purpose of this RFP, the terms “Vendor,” “Contractor” and “Offeror” refer to the provider of equipment and services. The word “County” will refer to Randolph County, Missouri. The “System” will be referred to as the Inmate Telephone System.

### *A3. RFP Submission:*

Each Vendor must prepare a written response. Vendors must submit the following:

- Letter of transmittal
- Table of Contents
- Cover Letter
- Responses To Section B: Vendor Qualifications and Experience
- Responses to Section C: Fees, Rates & Facility Commissions
- Summary of Exceptions to Compliance with Requirements
- Addendum (Optional)

Three (3) copies of the RFP response must be returned no later than 9:00 a.m. on September 06, 2016. Proposals not received by this time and date will be automatically disqualified from consideration and sent back to the Vendor unopened.

A letter of transmittal must be attached to the proposal. Included in the letter shall be a statement that identifies all materials and enclosures being forwarded in the proposal. The letter of transmittal must be signed by the person who is authorized to contractually commit the Vendor’s organization.

### *A4. Vendor Inquiries:*

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 inquiries will modify or alter the specifications.

The Vendor shall identify a contact person who will be responsible for coordinating the efforts and personnel of all parties involved in the response and must provide the following: Name, Organization, Address, Email Address, Telephone Number(s).

### *A5. Basis of Award:*

The County will review all responses to assure compliance with the specifications. The Vendor may be excluded from further consideration for failure to comply with the specifications of the RFP.

An inmate telephone system is a vital service to the Sheriff's Office. The investigative tools, operation efficiencies and added security are important aspects expected to be derived from this service, the ability of the vendor to accessible and respond quickly to issues will be key to our selection. The Sheriff's Office prefers a Vendor that develops their own software and builds its own systems, and has a single point of contact. It is preferable to work with a company that is the source for engineering, deploying and maintaining its own solutions. This would include items such as a call center for families, staff support and in-house product development. Vendors' ability to provide this all-inclusive solution will be viewed favorably.

The Sheriff's Office also prefers a Vendor that is based close to our facility.

The County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which is determined to be the best evaluated offer. Therefore, in selecting a vendor, the County will not rely exclusively on commission offering in awarding an agreement as noted in the evaluation criteria below.

The contents of this solicitation and the Vendor's response, when submitted to and accepted by the County, shall become an integral part of any agreement agreed upon between the Vendor and the County.

To ensure specified performance of the proposed system, the County reserves the right to require a Vendor(s) to demonstrate the system and any features specified in this RFP.

The proposal will be evaluated with regards to the following criteria factors:

- Demonstrated ability to meet the technical requirements, based upon the RFP responses and information provided by similar facilities in which the vendor has their system installed.
- Financial Offering including the commission rate based on gross revenue, defined as all call revenue generated by the vendor's system, as well as rates charged to the called party.
- Vendor experience, current customer references, and accessibility and response for the account support and maintenance teams

- Proposed project plan, scheduling, and implementation with minimal interruption of service.

#### *A6. Agreement Term*

The agreement will be for a period of Three (3) years. At the expiration of this agreement, the County will have the option of continuing the phone services with the Offeror's company at the same commission and rates for a period of two (2) additional years in one-year increments.

#### *A7. Termination*

The obligation to provide further service under the terms of the resulting agreement may be terminated by the County upon ninety (90) days written notice in the event of material breach by the successful Offeror to perform in accordance with the terms hereof, or any agreement resulting from this RFP. In the event that Randolph County chooses to discontinue this agreement either by termination or not extending the agreement, the offeror warrants that it will remove all its equipment from the facilities without charge. Service and equipment will not be removed until another Vendor has been acquired. The removal of equipment and disconnecting of service process will occur during the implementation of the new system with minimal interruption of service to the facility. It will be necessary that the incumbent vendor cooperate with the new vendor during the implementation of the new system.

If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to immediately terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity.

#### *A8. Damage and Repair Liability*

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

The Vendor warrants that all repairs will be made at its expense. Offerers shall make all reasonable efforts to ensure that the phone system is operational and repaired as quickly as possible.

*A9. Installation/Disconnection*

The Vendor will be responsible for all costs of installation or disconnection throughout the term of the agreement. The Vendor will be required to furnish and install equipment, dedicated lines and any other item necessary to make this service functional. The incumbent vendor will remove all equipment, dialers and/or dedicated phone lines from the County facilities without charge.

*A10. Present Randolph County Inmate Telephone System*

Randolph County has inmate (9) inmate phones and zero (0) visitation phones.

Protocall is currently providing inmate telephone service to Randolph County.

The contracted Commission rate is 55% of the gross revenue.

Phone cards are sold to Randolph County at a 30% discount.

Call rates for debit calling is \$.49/minute within state and \$.21/minute state-to-state. Collect calls are available for inmates. Collect call rates are \$.35/minute for local, \$.85/minute for within state and \$.25/minute state-to-state.

*A11: Miscellaneous Requirements*

The County will not be liable for any of the cost incurred in preparation and presentation of the response.

Any materials submitted by the Vendor that is considered confidential in nature must be clearly marked as such. Due to applicable laws and regulations concerning public documents, the County makes no representation that such material will be kept confidential.

## **B. VENDOR QUALIFICATIONS & EXPERIENCE, TECHNICAL REQUIRMENTS**

### *B1. Experience*

1. The Vendor shall have four years experience in providing phone service to counties with inmate phones. Vendor should provide an overview of their firm, including years in service and nature of experience in the inmate telephone business.
2. List the number of people by discipline that your firm, including subcontractors and joint venture personnel will devote to the project.
3. If subcontractors or joint venture companies are used, for each of the tasks below, list participating subcontractors and joint venture companies. State their responsibility and provide an understanding of the amount of experience you have with them.
  - A. Service
  - B. Customer Service – Prepaid Accounts
  - C. Prepaid Account & Phone Card Call Processing
  - D. Web-Based Platform for Call Control and Tracking, Monitoring, etc.
  - E. Other

### *B2. References*

Provide five customer references of accounts similar in size and scope to the County. List the name of the organization, address, contact name and telephone number and the size of the organization. Randolph County may contact the references at any time during the review of the RFP.

### *B3. Patent & Copyrights*

The Vendor will hold harmless the County, its officers, and employees against all claims that machines or software supplied infringe a U.S. patent or copyright. The Vendor further asserts that to the vendor's knowledge the equipment and software proposed does not infringe on any U.S. patent or copyright.

#### *B4. General Requirements*

1. The system shall be a Web-Browser-based, easy-to-use application that is available securely from anywhere at any time remotely.
2. The proposed system shall allow outgoing calls, only.
3. System upgrades, including software upgrades shall be provided free of charge to the County for the life of the agreement.
4. The system shall provide telephone reception quality at least equal to current reception quality levels and must meet telecommunications industry standards for service quality. Any periodic determination of whether the calls meet this standard shall be left to the Sheriff's discretion.
5. The proposed system shall allow inmate calls to be restricted to 15 minutes. Randolph County representatives must be able to change this call duration limit throughout the entire site, by inmate Account / PIN, or group of telephones.
6. If the proposed system allows for collect calls, collect calls, they must require active acceptance by the called party.
7. The Vendor must have a friendly call center for customers.
  - Is your call center for customers internal to your company or is it a third party?
  - What is the average wait for a customer to get a live operator?
  - Jail personnel are likely to call this number for service even though they are not customers. What will happen if they do so?
8. Which of the software used for processing, recording and monitoring calls and call control does your company own and control? For which of these do you use another company's call processing and web-accessed software?
9. Please describe your company's ability to interface with our commissary company, Stellar Services, LLC.

#### *B5. Personal Identification Number (PIN)*

1. The proposed system shall utilize Personal Identification Numbers (PIN) for the inmates. Describe your system's use of PINs, including Open PIN, Restricted PIN, and Closed PIN.
2. The proposed system shall prevent duplicate PINs.
3. Define the minimum and maximum number of digits used in a PIN.

#### *B6. Fraud Management*

1. The proposed system shall prevent the inmate from receiving a second dial tone, or "chain-dialing."
2. The proposed system shall prevent any extra digits dialed by the inmate after the party has accepted the call. Please describe process.
3. The proposed system shall have capability to remotely survey inmate calls and be able to transfer specific calls in progress to investigators.
4. The proposed system shall guard against "Hook-switch dialing," and other fraudulent activities. Please describe.
5. The proposed system shall allow call blocking of specific numbers by jail personnel.
6. The system must have the capability to suspend an inmate privileges from placing a call and set a beginning and end date without the need to manually re-enable privileges.
7. Service must not allow inmate to listen to the status of the call in progress for the acceptance and or denial by called party and must not allow inmate to communicate with the called party until the call has been accepted.
8. The proposed system shall allow the inmate to record their name one time and store this recorded name for all future calls.

#### *B7. Other investigative Tools*

1. The system will need to be equipped with a remote conferencing feature and e-mail feature for those numbers that are under surveillance by the investigative unit. The feature will need to allow authorized personnel to monitor a call and

receive e-mail notification from any designated remote location while the call is in progress. The call will need to be automatically conferenced to predetermined investigators' telephone numbers in listen mode only once the call is accepted by the called party and in progress.

2. With your system, is an authorized user able to a) capture an inmate's prepaid card, collect and prepaid account calls as well as visitation recordings on the same page and b) filter out all calls except to specified phone numbers, call types, specified periods of time, etc.
3. Please provide any other additional investigative tools, features or creative solutions that might be available to Randolph County.

#### *B8. Call Acceptance*

1. The called party must actively accept the call.
2. The proposed system shall allow call blocking of specific numbers by inmate PIN or entire facility.
3. The inmate must not be allowed to either communicate or hear the called party until the call has been accepted.

#### *B9. System Security*

1. The proposed system must be programmed for auto shut-off at times designated by the County.
2. The County personnel must be able to manually shut down the system in case of emergency.
3. The proposed system shall be password protected to permit only appropriate facility personnel access to the system. State how many users can be given permission to use the system.

4. The system must have the capability to enable and disable any phone at the facility from any secured internet-enabled computer.
5. For security purposes the system must be a centralized non-premise system that will keep all records secure and not require the need to maintain at the facility. Describe your system and how your system will meet this requirement.
6. For how long will calls be accessible on the system before they are archived? How long are calls archived?

### *B10. Reports*

1. The vendor shall supply the capability for the facility to view and track call activity, and facility service requests from practically any location at any time via a web accessible site.
2. The vendor shall supply call detail reports to the County via a system self serving access tool which is fully integrated into the platform provided. These reports shall contain a variety of call information and be customizable to suit the County's needs.
3. Reports should be easy for jail personnel to create. What variables can be used to generate custom reports?
4. Describe how jail personnel could get assistance to create a custom report.
5. In what formats can reports be exported?
6. Vendor shall attach samples of their call detail report.
7. Vendor shall provide secure access to all calling activity within the facility via the internet/web.

### *B11. Service & Maintenance*

1. Vendor shall provide a 24-hour, toll-free service number. Describe how accessible our key contacts will be during and after hours.
2. Vendor shall provide a brief description of its service policies and procedures, including response times.

3. Describe the maintenance and quality assurance programs for telephones to be installed.
5. Identify field service personnel responsible for on-site service and maintenance of system as well as location and response time to the facility, of field service personnel.
6. Describe employment status of Vendor's field and remote service personnel. Are they full-time employee's or contract personnel?
7. Detail equipment installation charges, if any.
8. Detail the method of determining service interruptions and service call priorities. List response time for each priority and the level of expertise devoted to each priority.

*B12. Installation and Cut-Over*

1. The contractor is solely responsible to provide inmate phone sets, the remote administration station and the automated inmate call control system, install the visitation recording sets, remote system access and the system as well as all necessary wiring to insure that the system is working properly. Vendor agrees to complete installation between thirty (30) days and sixty (60) days after agreement award and full execution. Is installation within 30 days feasible?
2. A bidder shall submit a complete and detailed schedule of the time-frame required for installation, cut-over, testing and training. The system must be installed in a manner and under a time-frame designed to minimize disruption of the normal functioning of the facilities.
3. If the schedule cannot be met within the 60 days stated above, contractor must propose an installation schedule of events. Failure to state installation time in the bid will obligate the contractor to complete installation so as required in the bid. Extended installation time may be considered when in the best interest of the County.
4. Any delay in the implementation of the contractors' schedule that is caused by the County will increase the contractor's time allowance to complete installation but the contractor must submit a complete and detailed schedule of additional time required.

5. The risk of loss and/or damage will be assumed by the contractor during shipment, unloading and installation.

### *B13. Call Monitoring & Recording*

1. The proposed system shall maintain all call recordings centrally on SAN storage technology and not use tape drives for storage of call recordings
2. All call recordings shall be stored online and available through the online user interface.
3. Facility personnel must be able to search call recordings by dialed number, date, time, inmate account, or site name and must be able to simultaneously monitor live conversations while the system is recording the conversations.
4. The County must be able to block the recording of conversations to certain numbers.

### *B14. Training*

1. Vendor shall provide training to the County staff in system administration, operation, and reporting.
2. Describe the training program including a description of any course or applicable documents.

### *B15. Payment Options*

1. The proposed system shall allow automated operator collect calling.
2. The proposed system shall provide a call center for inmates' families and friends to set up a prepaid debit account. Describe this process.
3. All prepaid calls will be subject to the same restrictions and features as standard inmate collect calls.

### *B16. Equipment*

1. The proposed inmate telephone system shall be a turnkey telephone system and service.
2. New equipment would only have to be installed if the awarded contractor could not reach an agreement with the current contractor should that situation arise.
3. New equipment should be installed when replacing any equipment.
4. The vendor shall provide non-coin, inmate telephones composed of durable equipment suitable for jail environments.
5. The proposed system must be able to utilize the current PCs that are available at the County without the need for additional PCs.
6. The proposed system shall have the ability, as authorized by the Sheriff's Office, to monitor live or listen to previously recorded calls remotely without the need to interface directly with Sheriff's network.
7. The proposed system user interface shall be based on security level and password protected.
8. All vendor equipment shall comply with FCC regulations.
9. The proposed equipment and system shall be scalable to meet the County's growing needs.
10. Vendor equipment shall include backup power in the event of temporary loss of commercial power.
11. Indicate your system's ability to allow authorized users access to system User Utilities from any Windows-based PC that has internet access.

## SECTION C : FEES, RATES & FACILITY COMMISSIONS

### *C1. Fees, Rates & Commission*

1. The rates charged to users shall not exceed the tariffs as mandated by the FCC and the Missouri Public Utilities Commission for all services
2. Provide a complete description of vendor-proposed calling rates.
3. What phone card surcharges or fees apply?

4. The vendor shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
5. The vendor shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to its provisions of this agreement.
6. Vendor billing to called parties must include the vendor information and a toll-free telephone number to resolve billing disputes.
7. Billing charges shall begin when the calling party is connected to the called party and shall be terminated when either party hangs up. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, etc. shall not be billed.
8. Under no circumstances will the commission rate be adjusted lower than the rate agreed to an agreement award, nor will the County be obligated to renegotiate any portion of this agreement as a result of an increase to the commission rate.
9. The commission rate shall be based on Gross Billed Revenue. Offeror shall include a detailed analysis as to how they determine and define gross revenue.

## *C2. Commission Structure*

Please provide information on the commission structure. Include the following within your response:

1. What is the percentage of commission you will pay Randolph County? Failure to state proposed commission percentage will result in rejection of proposal.
2. Explain in detail the method used to calculate revenue to the County (e.g., gross revenue, adjusted gross revenue, net revenue).
3. State applicable deductions from Gross Revenue before calculating the County's revenue (i.e., uncollectible calls, access lines charges, clearing house charges, USF fees, etc.).
4. Describe the procedure for handling uncollectible revenue. State whether this expense reduces County commission and, if so, specify in what manner.

## SECTION D : SUMMARY OF EXCEPTIONS TO COMPLIANCE WITH REQUIREMENTS

Please summarize by listing below how your company cannot fully comply with the general and technical requirements listed above in Sections A through C.