

County of Henry

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MEMBER OF
VAGP
NIGP

PURCHASING DEPARTMENT

MARCH 18, 2014
REQUEST FOR PROPOSAL
RFP # 14-04013-A130
HENRY COUNTY PURCHASING DEPARTMENT

The County of Henry solicits firms to submit proposals for “**Inmate Telephone System for the Henry County Jail.**” The **original** and **five (5)** submittals (**FOR A TOTAL OF SIX (6) PROPOSALS**), marked “**Inmate Telephone System**” RFP #14-04013-A130 will be received in a sealed envelope not later than **3:00 p.m., Local Prevailing Time, April 1, 2014, in the:**

Purchasing Department, Room 210
Attn: Carole Jones, Chief Purchasing Agent
Henry County Administration Building
P.O. Box 7 (Postal Service)
3300 Kings Mountain Road (UPS or FedEx)
Collinsville, VA 24078-0007

Facsimile and/or electronic proposals will not be accepted. Proposals received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition.

On the contrary, all responsible firms, local, faith-based, minority-owned and female-owned are encouraged to submit a proposal.

The County/PSA reserves the right to reject any or all of the proposals, to waive informalities and to award in part or in whole any or all proposals. Any proposal submitted **MUST** be signed by an individual authorized to bind the offeror.

RFP #14-04013-A130

Enclosed is a ***“Proposal Requirements and Non-Collusion Statement”*** that must be signed and returned with the proposal or proposal may be rejected.

If you desire not to quote on this proposal, please forward your acknowledgement of NO PROPOSAL SUBMITTED to the above address. Otherwise, your name shall be removed from our bidders list after three (3) non-responses.

Contract Period

A notice of award will be signed and publicly posted once this RFP has been approved. The date on the notice of award will be when the RFP becomes effective (not date of service). The contractor will begin services within 15 days of the award or as soon thereafter as possible. The contract term shall be for a five (5) year period, with an option to extend the contract term for up to two (2) additional one (1) year terms. The Henry County Jail has the right to cancel the contract at any time with 30 days written notice.

Under the VA Procurement Act, the County/PSA reserves the right to negotiate extending this contract for not more than one (1) additional year after original contract terms. **The above terms shall override any other written terms in this RFP and/or verbal comments made during negotiations, unless authorized by Chief Purchasing Agent.**

Piggy Back Clause

This contract shall be available for piggy backing for any other state and local agency or government agency.

ILLEGAL ALIENS

Vendor promises they will not hire illegal aliens. By signing this proposal document the vendor confirms this promise.

SPECIAL TERMS AND CONDITIONS

During the performance of any contract awarded pursuant to this RFP, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the operation of the contractor. The Contractor agrees to post in conspicuous places, available to provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor shall include in provisions of the foregoing paragraph A, B, and C in every subcontract or purchase order over \$5,000 so that the provisions will be binding upon each subcontractor or vendor.

PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia as amended. Futhermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF FIRM _____

ADDRESS _____

SIGNATURE _____

NAME (TYPE/PRINT) _____

TITLE _____

DATE _____

TELEPHONE() _____

FAX() _____

RFP# 14-04013-A130

THE 2007 SESSION OF THE VIRGINIA GENERAL ASSEMBLY, PASSED THE HB 1707/SB 1346 BILL, EFFECTIVE ON JULY 1, 2007. HENRY COUNTY IS REQUIRING ALL VENDORS TO ABIDE BY THE FOLLOWING NEW LEGISLATION.

HB 1707/SB 1346

PROVIDES THAT AS A CONDITION OF AWARDING A CONTRACT FOR THE PROVISION OF SERVICES THAT REQUIRE THE CONTRACTOR OR HIS EMPLOYEES TO HAVE DIRECT CONTACT WITH STUDENTS ON SCHOOL PROPERTY DURING REGULAR SCHOOL HOURS, THE SCHOOL BOARD MUST REQUIRE THE CONTRACTOR TO PROVIDE CERTIFICATION THAT ALL EMPLOYEES WHO WILL HAVE DIRECT CONTACT WITH STUDENTS HAVE NOT BEEN CONVICTED OF A FELONY OR ANY OFFENSE INVOLVING THE SEXUAL MOLESTATION OR PHYSICAL OR SEXUAL ABUSE OR RAPE OF A CHILD. THE BILL ALSO PROVIDES THAT THE REQUIREMENT BE WAIVED IN EMERGENCY SITUATIONS WHEN IT IS REASONABLY ANTICIPATED THAT THE CONTRACTOR OR HIS EMPLOYEES WILL HAVE NO DIRECT CONTACT WITH STUDENTS.

PLEASE INDICATE APPROPRIATE BOX BELOW.

_____ I AGREE TO ABIDE BY THIS LEGISLATION HB 1707/SB 1346.

_____ THIS LEGISLATION DOES NOT APPLY TO THIS SOLICITATION.

THE AWARDED VENDOR MAY BE REQUIRED TO PROVIDE ADDITIONAL PAPERWORK BUT ONLY A SIGNATURE IS NECESSARY AT THIS TIME.

AUTHORIZED VENDOR SIGNATURE

DATE

COMPANY NAME

PRINTED NAME AND TITLE

Subcontractor Information

Must fill form out completely even if no subcontractors are being used.

You must check appropriate box below and list any subcontractors that will be used for this RFP# **14-04013-A130** for **Inmate Telephone System for Henry County Jail**.

_____ I will be using subcontractors. (See list below)

_____ I may or may not be using subcontractors. Not sure at this time. If you are the awarded vendor, you are responsible for contacting Commissioner of Revenue's Office at (276-634-4691) with subcontractor information. Payment of invoices is contingent upon receiving required information.

_____ I will not be using subcontractors.

1.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

2.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

3.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

4.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

5.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

6.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

Bidders Company Name _____

Bidders Authorized Signature _____ **Date:** _____

Bidders Telephone # _____ **Federal ID #** _____

*Note- Add a separate sheet if you need additional space for subcontractors

**HENRY COUNTY JAIL
INMATE TELEPHONE SYSTEM SERVICE, REQUEST FOR
PROPOSAL
SPECIFICATIONS**

PURPOSE

This document constitutes a **Request for Proposals (RFP)** from qualified individuals or organizations to provide inmate telephone system services for the inmates incarcerated, or housed in the Henry County Jail.

BACKGROUND

The Henry County Jail is requesting Proposals from properly certified Vendors to provide Inmate Telephone Service. The County is looking for an ITS Vendor that:

- Has a successful track record of providing and supporting all aspects of inmate phone service.
- Provides an ITS system with the most technically advanced equipment and services.
- Provides an ITS system that requires the least maintenance and impact on Facility staff.
- Has an administrative team with a quick response track record and a cooperative attitude.
- Has an established track record of providing in-house billing with minimal payment processing fees to customers.
- Has a strong record of regulatory compliance and charging fair and reasonable rates while paying competitive commissions

For the right to provide these services, the selected firm would pay the Henry County Jail an agreed upon percentage of sales.

A. GENERAL PROPOSAL REQUIREMENTS

1. **Federal, State, and Local Laws.** The Vendor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the Vendor and its employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1979, and minimum wage guidelines.

2. **State Law and Jurisdiction Clause**

Mandatory Requirement: At the time of submittal of the Proposal under this solicitation, the proprietorship, partnership, or corporation must comply with the laws of the Commonwealth of Virginia, which require such person or entity to be authorized and/or licensed to do business in this State. The lack of a proper certification or authorization to provide the ITS solicited by this RFP will render the Vendor non-responsive and result in disqualification of the non-responsive vendor's proposal. Vendor agrees to subject itself to the jurisdiction and process of the courts of the State of Virginia as to all matters and disputes arising or to arise under the ITS Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State/County.

3. **Taxes and Government Mandated Fees**

Mandatory Requirement: In performing in-house customer billing and collecting for prepaid services, Vendor is responsible to determine, apply, bill to, and collect from Customers the applicable federal, state or local sales, use, communications, Universal Service Fees (USFs), and other taxes and fees. Vendor shall be solely responsible for filing all returns for Taxes imposed on or with respect to Customer's service billed and paying or remitting all such Taxes and other items and any applicable interest or penalties. Vendor shall provide evidence of remitting all such Taxes to the State. *Please provide Vendor's most recent monthly or quarterly State Sales Tax Returns in **Vendor Exhibit V** "State Sales Tax Returns".*

4. **Vendor License and Certification Requirements**

Mandatory Requirement: At the time of submittal of Proposal under this solicitation the Vendor shall have procured a certificate of authority to transact business and paid all charges and fees necessary and incidental to the lawful conduct of the provision of its business. Vendor shall keep fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the provision of ITS and shall comply with the same.

Provide a copy of Vendor's Certificate of Authority to operate a business in the state of Virginia

5. **Responsiveness of the Proposal and Disqualification**

A responsive Proposal is one that complies with and conforms to the requirements of this Request for Proposal. A Proposal requiring changes to any portion of this Request for Proposal may be considered non-responsive. A Proposal that fails to comply with the criteria outlined in this Request for Proposal may be deemed non-responsive.

A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, (5) incomplete, indefinite or ambiguous language in regards to Vendor's commission package, (6) obvious lack of experience or expertise to perform the services, (7) falsification of any form or information required by the County, (8) failure to perform or meet financial obligations for previous contracts, or (9) not having valid and appropriate local, state or federal certifications and/or licenses necessary to perform the services at the time of submitting the proposal.

County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Vendor and its proposed sub-contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Vendors. Failure to provide requested information may result in rejection of the Proposal.

6. Subcontractors

If any part of the work is or will be subcontracted, the Vendor shall provide as part of the Proposal a complete description of all sub-contractors, the experience level of each of such subcontractors, and the subcontracting arrangements between Vendor and subcontractor. All subcontract workers and their work will be bound by the same terms and conditions as contained in the Proposal, and the Vendor will be held responsible for all work performed as if it were performed by the Vendor itself. Subcontracting of any of the work or services described herein or

assignment of Vendor's Agreement to provide ITS will only be permitted upon written request of the Vendor and written approval by the County.

Vendor must provide a complete list of all subcontractors including:

- Subcontractor's name
- Service to be performed
- Years of experience providing service
- Contact information
- Percentage of work performed

7. **Vendor Liability.** The Vendor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the County and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the Vendor shall indemnify and save the County harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the County any suit brought against the County for attorney's fees and for all other expenses incurred by the County in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will the County act as arbitrator between the Vendor and any subcontractor. The Vendor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to its work under this ITS Agreement. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.

8. **Indemnification.** Vendor will indemnify and save harmless County and their officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, damages, demands, costs, expenses, and attorney's fees incidental to work done in the performance of the ITS Agreement arising out of a willful or negligent act or omission of Vendor, its officers, agents and employees; provided.

9. **Insurance**

- a. Vendor shall not commence work under this ITS Agreement until it has obtained all insurance required, and such insurance has been approved in writing by the County, nor shall the Vendor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained.
- b. All insurance policies shall be maintained for the life of the ITS Agreement.
 - i. **THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST** on all policies of insurance, except Workers' Compensation, Auto Liability, products and completed operations, and this shall be noted on the face of the Certificate of Insurance.
 - ii. Certificates for all such policies of insurance shall be provided by the Vendor's insurance agent or broker to the County within ten (10) working days from the date of execution of the ITS Agreement.
 - iii. Vendor will provide County a minimum of thirty (30) days advance notice in the event the insurance policy is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this section.
 - iv. Vendor agrees to maintain and keep in force during the life of this ITS Agreement, with a company or companies authorized to do business in the State of Virginia, the following policies:

Comprehensive General Liability

\$1,000,000 per Occurrence \$2,000,000 General Aggregate

- 10. **Termination for Cause.** County may terminate this ITS Agreement in the event that Vendor materially fails to perform its obligations under this ITS Agreement and said material failure shall continue for a period of thirty (30) days after written notice to Vendor of said failure.
- 11. **Quality.** Unless otherwise indicated in this Proposal, it is understood and agreed that any items offered or shipped for this Proposal shall be new and in first class condition unless otherwise indicated herein.

12. **Public Records.** All information submitted relating to this Proposal, except for confidential and proprietary information shall become part of the public record to the extent required by the Freedom of Information Act. Vendors shall be responsible for clearly marking all information submitted that is proprietary based on the Freedom of Information Act. The County assumes no responsibility for the release of information not clearly and properly labeled as proprietary and placed in a sealed envelope in the front of the Proposal binder. Important: Vendors may not arbitrarily designate information as proprietary or use this designation as a method to avoid providing information requested. In particular, disclosure of litigation, regulatory complaints, regulatory proceedings, mergers and acquisitions are, by their very nature, a matter of public record. All such information must be provided as requested and shall not be marked as confidential unless the vendor can produce specific proof in the form of a court order in which the record was sealed or regulatory agency order that designates information as confidential. Requested information that is omitted under an unjustified claim of confidentiality or inaccurately designated as confidential shall be considered an attempt to improperly influence the RFP process and shall be grounds for proposal rejection without further consideration.

13. **Confidential Information.** It is acknowledged that products/services under development (not yet deployed), trade secrets, and financial statements and related documents (of privately held companies) are confidential and proprietary, and as such will not be included any public records disclosure. It is incumbent upon the Vendor to clearly identify any item considered Confidential under the above definition. County will not be responsible for maintaining confidential treatment of any items not marked as such. Vendors are cautioned that information shared in brochures, advertisements, promotional displays, seminars, product presentations and trade show demonstrations is considered by the County to be public disclosure and shall not be considered as confidential or proprietary.

ITS SYSTEM SPECIFICATIONS AND TECHNICAL REQUIREMENTS

The following features will be required for the ITS system for the Henry County jail to serve the average daily inmate population provided in the *Introduction* to this RFP.

A. HARDWARE AND SOFTWARE

1. The Vendor shall furnish, install and maintain all hardware and software necessary to provide all telephone services to the inmates utilizing the Vendor's ITS system to the Henry County jail.

2. Please provide the name of the ITS system manufacturer and the ITS system model number, manufacturer's contact information and length of time in the ITS business. Provide a list of any patents (issued or pending) specifically covering the ITS system proposed. State clearly what part of the ITS system is covered by each particular patent.

3. For each of the following components of the ITS system, Vendor shall provide the name of the company supplying the equipment and/or services:
 - Inmate Phone Manufacturer
 - Installation Services
 - Long Distance Provider
 - Back Room Operations, Facility Support
 - 24/7 On-going Maintenance Services
 - Billing and Collection Services
 - Customer Support
4. The Vendor shall provide all hardware and software necessary to provide the ITS as requested in this RFP. These services include but are not limited to inmate telephones, wiring, connectors, jacks, an automated call processor, recording and monitoring hardware, and software systems for both Test and Live Environments. All equipment provided shall be state-of-the-art, new and completely operational at cutover.
5. Describe the architecture of the system being proposed. Discuss the system's reliability and adaptability.
6. The architecture must be expandable to accommodate future growth and change outs. Include the company's policy and procedure for expanding the existing system and how this is accomplished.
7. ITS System History
 - a. The Vendor shall provide a brief description of the evolution of the ITS system, including software, hardware and network components, being proposed. The information submitted shall include information describing past generations of the ITS system and major developments which have occurred subsequently.
 - b. The Vendor shall provide information describing any innovative approaches and/or solutions offered by the proposed system.
 - c. The Vendor shall provide information describing any system enhancements implemented within the last twelve (12) months.
8. ITS System Long-Term Potential
 - a. The Vendor shall provide a full discussion of the proposed system's long-term viability to meet Facility growth.
 - b. The Vendor shall provide information explaining the system features which will help prevent early obsolescence of the proposed system.
 - c. The Vendor shall provide information explaining any features which will extend the proposed system's life expectancy in the marketplace.
9. The ITS system shall be compatible with the County network and data/communications infrastructure.

10. The Vendor will be responsible for all equipment in the ITS system and its individual components for normal wear/use, inmate abuse, or natural disaster. The system or component replacement will be performed at no cost to the County and will occur in a timely manner upon notification to the Vendor of a system problem.
11. The ITS system Administrative Access should be available via a secure Web Interface. The Administrative Access must work real-time with the ITS system for monitoring and reporting.
12. Vendor shall provide a complete and detailed listing of all equipment proposed to meet the requirements of this RFP.
13. The Vendor must describe in its response what component redundancy is provided to limit or virtually eliminate system downtime due to hardware component failure.

B. STATION EQUIPMENT

1. Inmate telephone station equipment shall be powered by the telephone line and require no additional power source.
2. The inmate telephone station equipment shall be sturdy, vandal resistant, tamper-free, and suitable for a detention environment. The proposed stations shall be available for inspection by the Facility Administrator prior to final selection for installation. Explain, in detail, the equipment being proposed. Include illustrations.
3. Describe your plan for providing a sufficient number of inmate telephones and inmate telephone lines to the ITS system to prevent inmates from receiving busy signals more than 0.5% of the time. Please describe how this will be monitored on an ongoing basis.

4. The Vendor shall provide telephone reception quality equal to the highest level of toll quality offered to the general public when using the Public Telephone Network and shall meet telecommunication industry standards for service quality.
5. The Vendor shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to:
 - provide telephones which are accessible to persons in wheelchairs at locations designated by the facility,
 - provide Telephone Devices for the Deaf (TDD), the number of which will be determined by the demographics of the inmate population
 - provide the required number of telephone stations with volume controls.

C. ITS SYSTEM

1. The ITS system shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
2. All inmate calls will be processed by an “automated operator” and shall not allow access to a “live operator” at any time. The ITS system shall prohibit direct-dialed calls of any type. Describe in detail how the system processes automated calls.
3. The ITS system shall limit the inmate to a single call attempt. The ITS system shall always require the inmate to disconnect and initiate another call.
4. Each call, having been identified as being placed through the Vendor's ITS system, shall be delivered to the called party as a collect call, debit and/or pre-paid call.
5. During the call set up process, the ITS system shall provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the Henry County Jail.
6. State how the inmate’s name is recorded in advance and played back to the called party. Also state the “window” of time programmed into the system if the inmate is allowed to state his/her name at the time of the call.
7. The ITS system must offer the called party an option to receive a rate quote during the call set-up process before the call is accepted. Explain how this is accomplished.
8. All calls including collect, debit and pre-paid card calls must be clearly announced by call type and identified as a call from an inmate to the

called party. This recording must be heard by the Called Party, and be free of any charges. The Called Party must be given the option to accept or refuse all call types. Each call (whether collect, debit or pre-paid) shall include the following announcement: "This call will be recorded and may be monitored."

9. The ITS system shall process calls on a selective bilingual basis: English and Spanish. However, the Vendor must agree to provide additional language options upon request of the County at no cost. The inmate must be able to select the preferred language by pressing a key on the dial pad. Dialing instructions in both English and Spanish must be provided to the inmate by the ITS system.
10. Please provide a description of your proposed ITS system validation process. Please include whether the Vendor's validation is done real time or by batch and the length of time it takes for the call to be validated.
11. The Vendor shall subscribe to the Line Information Data Base (LIDB) for validation purposes. The Vendor shall query this database for each inmate call and not process calls to numbers that have Billed Number Screening (BNS), such as pay telephones. The Vendor must assume all costs for the validation of calls.
12. Please state your process for identifying a call placed to an alternative local telephone company (Competitive Local Exchange Carrier [CLEC], VOIP carrier, etc.) that may refuse to bill collect calls. State your process for completing those calls that would normally be blocked.
13. Please state your process for identifying a call placed to a wireless telephone that may refuse to bill collect calls. State your process for completing those calls that would normally be blocked. What is the Vendor's current percentage of called party numbers that are identified as wireless telephone numbers?
14. The following numbers should be automatically blocked in the ITS system: operator and directory service numbers such as 0, 411, 911; specific NPA's such as 700, 976, 900; equal access numbers such as 10XXX; and 800, 866, 877, and all other toll free numbers. State the capabilities for blocking additional phone numbers.
15. Number blocking must be capable of being done in "real time" by the Facility through the Administrative Access.
16. Specific telephone numbers such as victims, witnesses, staff, judges and numbers requested by the Facility shall be blocked either at the Facility or by the Vendor.
17. Call acceptance by the called party shall be accomplished for all collect, debit, and pre-paid calls through caller positive acceptance by pressing a key on the dial pad. Voice acceptance **is not** an acceptable method for positive call acceptance.

18. The Inmate Telephone Service system shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, pagers, operator intercepts, quick disconnects, no voice from called party, etc. The Vendor shall provide information on how the proposed ITS system will meet this requirement.
19. Explain, in detail, how the inmate places a call from off-hook to acceptance by the called party. State how long the process takes. Indicate the exact time billing to the end user begins and ends.
20. After the dialing sequence, the ITS system must allow the inmate to monitor call progress until the call is answered by the called party. The inmate shall not be allowed to communicate with the called party until the call is positively accepted by the called party.
21. The ITS system shall provide a voice prompt to the inmate which explains why a call was not completed. Please provide the voice prompts the system uses to inform the inmate of the call progress/call denial.
22. Provide a copy of voice prompts heard by the inmate and the called party for all call types.

*Please provide voice prompts in **Vendor Exhibit** marked "Voice Prompts".*
23. The system shall provide a voice message which instructs the call recipient on how to block future calls. Describe how this is accomplished, and provide the voice message heard by the called party. Include the procedure for removing the block.
24. The ITS system shall allow for adjustable call duration time limits and a voice message shall notify both parties one (1) minute prior to call termination.
25. The maximum allowed call length shall be programmable by inmate PIN, phone number dialed, housing unit and/or facility, and the ITS system as a whole. The ITS system shall have automatically-timed "turn on"/"turn off" features adjustable and programmable by Facility staff.
26. In the unlikely case of the loss of commercial power and the failure of the uninterrupted power supplies (UPS), the ITS system must automatically restrict or "shut off" all inmate telephones so that no inmate calls can be made until commercial power is restored and access is once again provided by the County.
27. The Vendor's ITS system must allow inmates to place commissary orders through the telephone system. Explain how this is accomplished, including the voice prompts and options to the inmate.

28. The vendor's ITS system must allow free unrecorded calls to inmate's attorney's office designated by the Henry County Jail.

D. DEBIT AND PRE-PAID CARDS

The County requests the Vendor be able to support both debit and/or prepaid card applications. The applications must include, but not be limited to, the following:

1. The ITS system must provide both debit and/or prepaid card service offerings. These offerings must be found in Vendor's Intrastate Tariff or rate schedule available for public review and Vendor's Interstate Tariff or rate schedule required by the FCC for public review.

2. The debit application shall interface with the Inmate Trust Account for ease of transfer of money from the trust account to the ITS debit application.

The Facility Jail Management System (JMS) Vendor is: Southern Software.

The Facility Commissary Vendor is currently Oasis, however, the services for commissary vendor are also being considered in a separate RFP process. Please submit commissary vendors that have been successfully integrated with.

3. The ITS system shall provide the inmate with the balance of his or her debit account and/or inmate pre-paid card at the time of the call.
4. The debit and pre-paid card applications shall allow international calls. The Vendor shall provide a list of international countries where calls will be allowed and calling rates for each country in *Attachment E "International Call Rates"*.
5. The Vendor shall provide pre-paid cards for sale to inmates in a manner to be determined by the Facility and Vendor. In what denominations are the prepaid cards sold? Vendor shall have a procedure to refund unused balances from prepaid cards.
6. Upon an inmate's release, the Vendor shall have the ability to close a debit account and refund the balance to the inmate's trust account.
7. Refund procedures for debit accounts and prepaid cards must be included in Vendor's Intrastate Tariff or rate schedule available for public review and Vendor's Interstate Tariff or rate schedule required by the FCC for public review.

E. REPORTING

1. The Vendor must provide reporting with querying methods and capabilities which provide maximum flexibility, with a user-friendly interface. Efficiency and accuracy are required at both central and remote

sites. The Vendor must describe in its response the reporting capabilities of the ITS system including, without limitation, the ability of the system to access reports or a subset of reports to authorized personnel by password or other structured access and how this will be accomplished.

2. The ITS system shall provide an activity and user log-in report. Please provide a sample of these reports in **Vendor Exhibit N** “*User Log-In and Activity Reports*”.
3. The ITS system shall provide Call Detail Reports for all calling activity.
4. In the Exhibit Section of the RFP, the Vendor shall include a section entitled “Call Detail Report Samples” and provide sample Call Detail Reports. Please provide in **Vendor Exhibit O** “*Call Detail Reports*”.
5. The Call Detail Reports must include the following criteria and shall be capable of being sorted by any of these criteria:
 - Facility name
 - Called party number
 - Originating station
 - Off-hook date/time
 - Call begin date/time
 - Length of call
 - Type of call
 - Payment method (collect, pre-paid card, or debit)
 - Other (Free Calls, Calls to Commissary, Officer Check-in, Attempts, etc.)
 - Call traffic type (local, intrastate intraLATA, intrastate interLATA, interstate interLATA, or international)
 - Cost of call
 - PIN number
 - Termination code/reason for disconnect (incomplete, busy, refused, accepted, 3-way, etc.)
6. All reports shall be exportable to Excel spreadsheets.
7. The ITS system shall be capable of providing specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available real time for monitoring purposes and be capable of being sorted by a specific date or range of dates:
 - Approved numbers by inmate or identifying number
 - Calls by PIN or other identifying number
 - Specific date or range of dates
 - Calls by originating station
 - Frequently called numbers

- Common numbers called (for all numbers called by more than one inmate)
 - 3-way calls
 - Hot numbers showing calls/attempts
8. The Billing reports must be available via the Facility's Administrative Access. These reports must include the following criteria and be capable of being sorted by a specific date or range of dates:
- Amount charged per call
 - Gross billed revenue by call type
 - Called party/number report
 - Separate Facility totals and statistics
 - All Facility totals and statistics
 - Total calls by call type
 - Date/Time
 - Length of a call
9. The ITS Vendor shall also provide the capability to customize reports for Facility staff upon request. There will be no charge for customized reports.

F. DATA STORAGE

1. The Facility staff shall have access to all call detail records via the Web Access and/or Vendor-supplied Administrative Terminals. The Administrative Access shall provide the capability to export the call detail records to a file which may then be saved to a CD/DVD, portable disk drive, or any other local drive resource accessible by the Administrative Terminal.
2. The system should utilize redundant hard disk drive arrays for short and long term storage of Call Detail Records. All Call Detail Records shall be available for two years from the date of the call.
3. Describe how the ITS system safeguards the Call Detail Records.
4. Describe the location of Vendor's data center where call records and recordings are stored. Is the facility owned by Vendor or a public cloud type storage option? Provide the same information for any disaster recovery location and/or secondary data center.
5. For the proposed system, has Vendor ever lost a recording or call record? If so, provide details including name of facility, date, and contact information at the facility.

G. SECURITY FEATURES

1. The Vendor will describe how multiple authorized personnel will have simultaneous access to the ITS system administrative features while maintaining adequate security to prevent unauthorized use and access. The Facility Administrator or his or her designee must be capable of programming security access levels for designated personnel.
2. The Vendor shall have the capability to establish a "Crime Tip" line. Calls to the "Crime Tip" line shall be free and shall be routed via the ITS system to a number designated by the Facility.
3. For calls placed from the ITS system, the calling number identification (caller ID) must be blocked or masked with Vendor's customer service number.
4. The ITS system must be able to be shut down quickly and selectively through the Administrative Access. The Facility staff must also be able to shut down the ITS system by cut-off switches at several locations including, but not limited to:
 - Demarcation Site - all Facility telephones
 - At Central Control Center – all Facility and selected telephones
 - At Local Control Center - selected housing units – selected telephones
5. The ITS system shall be able to take an individual station out of service without affecting other stations or units.
6. The ITS system shall prevent inmate telephones from receiving any incoming calls from outside the Facility. The Vendor agrees that no inmate telephone shall be capable of receiving an incoming call, and the Vendor shall work with the local exchange carriers (LECs) to ensure such control.
7. The ITS system shall monitor the switch hook of the inmate telephones, and if the switch hook is depressed or the magnetic switch hook is activated at any time during a call, the call will be disconnected, or an internal dial tone should be activated to prevent chain dialing attempts.
8. Please describe how the Vendor ITS system detects 3-way calls, and explain why the proposed technology provides the best 3-way call detection. What options does the ITS system provide to address 3-way calls (i.e., terminate the calls, flag the calls, etc.)? The ITS system must play a message to the inmate and called party prior to terminating the call. Please provide this message.
9. Describe the process the Vendor ITS system 3-way call detection technology uses to mitigate the termination of "false positives". "False

positives” are defined as legitimate calls that may be detected as 3-way calls and wrongfully terminated.

10. List any State Public Service Commission/Public Utility Commission proceeding(s) where the Vendor’s ITS as primary contractor, the Vendor’s ITS as a subcontractor, or the Vendor’s subcontractors’ ITS 3-way call detection technology has been investigated for the wrongful termination of legitimate calls. Provide copies of any staff recommendations and any decision or resolution to any such investigation or proceeding.

If a proceeding is ongoing, a letter must be submitted by Vendor’s legal counsel addressing the potential outcome of the proceeding.

11. List any Litigation or Class Action Lawsuits filed against the Vendor related to 3-way detection or disconnection methods used. Provide the style of the case, date filed, status or resolution, and summary of claim.

H. PERSONAL IDENTIFICATION NUMBERS (PINs)

1. The ITS system shall have the capability to provide collect, debit and pre-paid card calling utilizing a PIN.
2. The ITS system shall have the capability to interface with the Jail Management System so that the inmate PIN will be automatically transferred to the ITS system. If the Facility selects the interface option, Facility staff shall not be responsible for entering PIN numbers into the ITS system when new inmates are added. The ITS system shall be capable of receiving, storing and using Inmate ID numbers generated by the Jail Management Software.
3. Once an inmate's PIN has been activated in the ITS system, the inmate shall be allowed to place calls.
4. The ITS system shall provide Personal Allowed Number (PAN) lists associated with each PIN. These PANs shall store a set quantity of allowed telephone numbers for each inmate. The Vendor shall indicate whether the proposed ITS system provides an audit log of PAN entries. (Ex: time/date stamp, etc.)
5. The PIN numbers shall be stored in a manner that is accessible to authorized personnel, with the correct security level and password.
6. The ITS system must allow each PIN to have a "class of service" assigned. For example, each PIN shall have a maximum duration of each call, etc. The proposed system must provide call restrictions by PIN that provide the following restrictions at a minimum:
 - Inmates can be either approved or not approved to make phone calls by pre-approved numbers (PANs) by PIN.

- The ITS system shall be capable of limiting the length of a call by PIN.
 - The ITS system shall allow a maximum number of calls per inmate, per month by PIN.
 - The ITS system shall provide calling restrictions by date, day of the week, and time of day.
 - The ITS system shall be capable of restricting inmate calls by station, housing unit, facility, and by the system as a whole.
7. Facility administrators shall have the ability to review and modify any privileges or a restriction pertaining to an inmate's calling privileges. Levels of administration should be password protected.
 8. The ITS system should be able to identify if a PAN number appears on other inmates' PAN lists.
 9. The ITS system shall include, at a minimum, an alert system for "hot numbers" that will detect attempted calls made to pre-determined numbers and attempted calls using pre-determined PINs.
 10. The Vendor ITS system shall indicate the date/time when an individual PIN entry was added to or modified in the ITS system. The ITS system shall also indicate the user who added or modified the PIN.

I. RECORDING AND MONITORING

1. Provide a copy of Vendor's Recording and Monitoring of Conversations Policy in *Vendor Exhibit "Vendor Recording and Monitoring of Conversations Policy"*.
2. The ITS system shall provide full channel recording and monitoring of all inmate calls. The Facility shall have the capability to immediately play back any recorded call.
3. The ITS system shall provide the option to record calls from the visitation phones.
4. The ITS system shall prevent the recording of attorney-client calls. The Facility will provide the Vendor a list of all known attorneys' local numbers. Discuss how the system ensures that a call to an attorney is not recorded.
5. The ITS system shall provide for simultaneous playback of recorded calls and continuous recording of live conversations. It is required that the playback of any selected channel must be accomplished while continuing to record all input channels.
6. The Vendor shall provide remote Administrative Access via a secure Web interface to investigators for the ITS system at no cost to the

Facility. The provision of remote Administrative Access shall allow investigators the same features and functionalities, permitted by the user's authorized level of access, available on an on-site Administrative Terminal.

7. The ITS system shall allow authorized Facility personnel to remotely access call recordings and monitor live conversations. The system shall allow multiple users to listen to the same conversation from multiple locations. Detail what measures exist to guarantee security and ensure denial of unauthorized use.
8. The ITS system shall be capable of showing real time call activity through the Administrative Access. This call activity shall at a minimum include Inmate PIN (if used), date of call, start time of call, stop time of call, originating station and called number.
9. The ITS system shall display all conversations in chronological order to facilitate research and playback.
10. The ITS system shall allow for the monitoring of calls on an as needed basis through the Administrative Access. Calls to be monitored can be selected by inmate PIN and/or the called number.
11. Vendor's ITS system must allow investigators to attach notes to CDRs associated with each recorded call. This information will be available for future investigations.
12. Describe the system's capability to provide alerts, which will alert investigators when a specific telephone number is called or when a specific inmate places a phone call. System must provide capability for multiple alerts to be emailed to investigators and for the call to be forwarded to multiple investigators' telephones and/or cell phones for real-time monitoring of the call in progress. A security PIN will be required for accessing the real-time call.
13. The ITS system shall provide the capability for investigators to download call recordings directly from the ITS system's user interface and to download call recordings directly from the system to a local drive or to a "flash drive," "thumb drive," or other removable storage device to allow for the emailing of the recording.
14. The ITS system shall provide the capability to copy recorded conversations to a compact disc capable of being played in any CD Player or Computer. The ITS system will be capable of producing unlimited copies of recorded conversations with no loss or degradation in audio quality and shall be capable of placing within the recording file a timestamp of when the conversation occurred. The Administrative Access provided by the Vendor shall be capable of playing both the original recording and the copy which was produced, to enable staff to verify that an accurate copy was produced.

15. The system should utilize redundant hard disk drive arrays for short and long term storage of the call recordings. All call recordings shall be available for
16. Describe how the ITS system safeguards the call recordings and where the call recordings are stored.

J. VOICE BIOMETRIC TECHNOLOGY

1. The County requires that Vendor's inmate telephone service include voice biometric technology. Vendor must provide an overview of the technology, including detail on the enrollment process associated with the voice biometric solution. Vendor shall also indicate whether the voice biometric technology performs intermittent verification and/or continuous verification of the inmate's voice. The feature must be an integrated part of the ITS and must offer related analysis tools and capabilities.
2. The Facility will not be a "beta test site" for unproven technology. Vendor must provide references of at least five facilities who are currently using this technology, including the size of the facilities. Contact name, email and telephone number must be provided.
3. Please list any Voice Biometric Fee charged to the customer in *Attachment F "Vendor Customer Charges and Fees"*. If there is any charge to the Facility for the service, please provide a complete description of all charges in this section.

K. OPTIONAL FEATURES

1. The County is interested in hearing about any additional products or services the Vendor has to offer. Be sure to detail any costs related to the Optional Features offered.

VI. IMPLEMENTATION REQUIREMENTS

A. INSTALLATION

1. Provide a detailed implementation plan, including a projected timetable, for the ordering, testing, installation, site-testing and cutover of the proposed ITS system. Indicate if Facility staff involvement is required and to what extent. The overall plan shall be designed to minimize downtime and disruption during peak inmate calling periods. Explain how and when the Facility is notified of any delays.
2. Installation of all inmate telephones and ITS equipment shall be accomplished during hours approved by the Facility Administrator.
3. Describe Vendor's testing and acceptance plan and the procedures followed to ensure that the system is functioning properly prior to

installation. Provide a list of all functions tested and the timetable associated with testing and acceptance.

4. As a Facility completes the system functionality testing, the Vendor and Facility shall mutually agree upon the ITS cutover/start date. This start date may vary from facility to facility depending on the completion of the system functionality testing. Describe any testing done after cutover of the system.
5. Provide the name and qualifications of the persons responsible for installation/cutover of the ITS system.
6. Vendor must have a successful track record of transitioning existing recordings from current vendor's ITS equipment to new Vendor's ITS equipment. It is understood that Vendor will need the cooperation of current vendor. Vendor must supply references where it has successfully moved recordings from one ITS platform to a new ITS platform.
7. Vendor is responsible for coordinating removal of the current ITS system with the Facility and the existing vendor. Explain how this is accomplished.
8. The Vendor agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
9. The County must be notified in writing of any use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the Facility. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this ITS Agreement by the successful Vendor becomes the property of the County upon termination and/or expiration of the ITS Agreement.
10. The Vendor agrees to obtain the County's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.
11. Vendor will provide a diagram of how the ITS system interfaces with the local exchange service and the phone emergency shutdown controls.
12. The Vendor shall install and maintain (according to manufacturer specifications) adequate uninterrupted power supplies (UPS) on all powered equipment used for the ITS system. The Vendor must replace all UPS equipment upon expiration of the manufacturer's life cycle of the installed equipment.
13. The successful Vendor must agree to install the quantity of inmate telephones required by the Facility.

14. During the term of this ITS Agreement, the Vendor shall install any additional inmate telephones, recording and monitoring equipment at no cost to the County. This includes any expansion of the existing Facility.
15. Upon completion of initial installation and ongoing installations, Vendor must provide the Facility with a list of station IDs and cell block location of each unit. This should be documented on a site map and a wiring schematic.
16. The Vendor shall clean up and remove all debris and packaging material resulting from work performed.
17. The Vendor shall restore to original condition any damage to the County's property caused by installation personnel associated with the Vendor, including repairs to walls, ceilings, etc.
18. The Vendor agrees to install, repair and maintain all Vendor-provided equipment, lines, and cabling at no cost to the County during the term of the ITS Agreement.
19. All costs or losses due to vandalism shall be the responsibility of the Vendor.
20. The Vendor must indicate the physical size, space, and environmental requirements of any ITS system equipment to be installed at the County's facilities.
21. The Vendor must indicate any electrical and environmental requirements for the proposed ITS system equipment. This will include any requirement for a dedicated electrical circuit. Vendor will be responsible for any additional expense required to provide a dedicated circuit.

B. TRAINING

1. The Vendor shall provide training for the Facility staff at the Facility during installation. Additional training shall be provided to new staff assigned during the term of the ITS Agreement at no cost to the County. Specify how staff are instructed on the use of the ITS system and the amount of staff training provided.
2. Instruction manuals and online assistance shall be provided to Facility staff during initial and any ongoing training.
3. When requested by the Facility and at no cost to the County, informational pamphlets shall be available for inmates and inmate visitors to explain how calls are placed and how to open accounts with the Vendor to receive calls placed to CLEC and wireless telephone numbers. Please provide a sample of any currently available pamphlets in *Vendor Exhibit Q "Customer Information Pamphlets"*.

C. TRANSITION / EXIT PLAN

1. Upon expiration, termination, or cancellation of the ITS Agreement, the Vendor shall cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the ITS Agreement to a vendor designated by the County. The Vendor shall provide and/or perform any or all of the responsibilities outlined below.
2. The Vendor acknowledges that all call records, call recordings, documentation, reports, data, etc., contained in the ITS system are the property of the County.
3. Upon request, all call detail records and stored call recordings shall be provided to the Facility by the Vendor within 90 days of termination of the ITS Agreement. The data will be provided in a non-proprietary industry-standard format at no cost to the County.
4. Commissions will be due and payable by the Vendor to the County at the compensation rate and payment terms provided in the ITS Agreement until the County is paid for all collect, debit and/or pre-paid calls handled by the Vendor during the ITS Agreement term.
5. Vendor is responsible for returning all debit account balances to the inmates' trust accounts and returning all prepaid card unused balances to the inmates. The Vendor shall refund the Facility for existing inventory of prepaid calling cards. The Vendor is also responsible for refunding all customer prepaid account balances.
6. All ITS system inside wiring shall become the property of the County at the conclusion of the ITS Agreement.
7. The Vendor agrees to remove its equipment at the conclusion of the ITS Agreement term in a manner that will allow the reuse of all wiring and facilitate a smooth transition.
8. The Vendor shall restore to original condition any damage to the County's property caused by the removal of Vendor's equipment.
9. If Vendor offered any external products or technology as an incentive (i.e. JMS system or other); explain how and when ownership will transfer to the County. If there are to be any costs to County for maintain such incentive technologies following the end of contract, these must be disclosed in detail.

VII. FACILITY SERVICE AND SUPPORT REQUIREMENTS

A. TECHNICAL SUPPORT CENTER

1. Facility personnel shall have access to Vendor's 24-hour Technical Support Center via an "800" number. Please indicate if Technical Support Center staff are Vendor employees or subcontractor employees.
2. State the qualifications and years of experience of Technical Support Center staff and field technicians.
3. Vendors shall provide all repairs using Service Tickets that are opened, updated and closed by field technicians and Technical Support Center staff, providing the detail of the final resolution of said problem.

Service Tickets must distinguish the difference between a problem with the local telephone company, Long Distance Carrier, Phone Instrument or Call Processing Equipment.

4. Describe the procedure for authorized Facility personnel to open and track a Service Ticket to resolution. Service Tickets shall be updated according to the agreed upon schedule based on the service action level until resolution.

B. REMOTE DIAGNOSTICS

1. Describe in detail how the ITS system shall provide for continuous on-line supervision and remote diagnostics, as well as remote offline system access for advanced programming and diagnostics. Define the features and/or functions of the ITS system that can be diagnosed, controlled, and programmed remotely. Access to the built-in advanced diagnostics and program control shall be accessible remotely by the Technical Support Center staff and shall provide failure reports, service history and other diagnostics.
2. When the ITS system detects a problem, a visual notification should immediately be displayed to Vendor's Technical Support Center staff.
3. Describe how the ITS system is polled and how often this occurs. Include the type of information gathered during polling.
4. Describe at what point and by what method the Vendor is notified that the ITS system or a specific phone or phones may be down.
5. Any problems with the ITS system shall be reported immediately by the Vendor to designated Facility personnel. Status updates shall be provided according to the agreed upon schedule based on the service action level until resolution.

C. SERVICE RESPONSE PROCEDURES

1. Explain in detail the Vendor's service response procedures, including the response time for minor and major service outages. Define "service outages." Describe how the facility is kept informed of progress.
2. Provide an escalation plan and timetable for resolution of complaints or problems at all levels that are not handled within normal response times. Identify the name, title, and telephone number of person(s) to be contacted above the person responsible for the account. State the procedure for notifying the next level.
3. The Vendor must provide the Facility with a complete list of contact numbers for the Vendor's Technical Support Center support team, technicians and management team. Emergency telephone numbers must also be furnished.
4. Provide a contact person who will be responsible for ongoing account management and support.
5. Describe Vendor's normal maintenance procedures.
6. The Vendor shall provide the necessary parts, materials, labor, and transportation to maintain all inmate telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the ITS Agreement. No charge shall be made to the County for maintenance of the ITS system.
7. Provide a description of Vendor service quality assurance program. The Vendor will meet semi-annually with representatives of the Facility to provide a performance audit including a history of system performance, service requests, response times and Vendor corrective actions.
8. The Vendor will meet semi-annually with representatives of the Facility to review the adequacy and operation of the ITS system; and will, at no charge to the Facility, provide whatever system upgrades or enhancements that have become a part of the Vendor's ITS system through technological development subsequent to the installation of the system. Upgrades and/or enhancements must be certified in the Test Environment before providing to the Facility. Upgrades and/or enhancements must be approved by the Facility before being provided live.

VIII. BILLING AND COLLECTION PROCEDURES AND CUSTOMER SERVICE

A. VENDOR CONTROL OF BILLING

1. Provide a complete description of how call records are retrieved, rated, and processed for billing. Describe each step in the process and how the Vendor controls each phase of the billing process. Also indicate who is responsible for each step in the process (i.e., Vendor employees or third party companies) and the years of experience. Vendor must show that it has a viable method of billing all call traffic.

B. CALLS BILLED BY LOCAL TELEPHONE COMPANIES

1. How are collect calls billed (i.e., via a clearinghouse or Vendor direct billing and collection agreements with local telephone companies)? What percentage of revenue billed through local telephone companies is processed through a clearinghouse? What percentage of revenue billed through local telephone companies is processed through Vendor direct billing and collection agreements?
2. Provide copies of customer bills included with local telephone company bills showing Vendor name and contact information for customer inquiries and any additional charges added by the Vendor to the customer's bill. All such charges must be listed in the Vendor's Intrastate Tariff or rate schedule on file at the State PSC/PUC, identified herein, and or available for public review. Provide a copy of these customer bills from each of the major local telephone companies serving the State (for example: AT&T, Verizon, CenturyLink, Windstream, etc.) in *Vendor Exhibit R "Customer Bills from Local Telephone Companies"*.
3. The Vendor shall be responsible to directly handle all inquiries and complaints from called parties. Describe how the Vendor answers inquiries from called parties. Include services available through Automated Phone Systems, website, and live Customer Service Representatives (CSRs).
4. Describe the process for customer service inquiries and hours of availability. Include average customer wait times to reach a CSR. Provide the location and native language of customer service representatives (i.e., located in the United States or outsourced offshore).
5. Describe customer complaint procedures. Vendor shall be responsible for handling all customer billing disputes. All complaints shall be resolved promptly and fairly. Please provide the average time to resolve customer complaints.

6. During the term of the contract the Vendor shall provide to the County copies of any complaints filed by called parties with the state Public Service Commission/Public Utilities Commission, Attorney General, or Better Business Bureau (BBB) concerning calls placed from this Facility. Failure to comply with this requirement may result in termination of contract for cause.
7. What is Vendor’s “threshold” or limitation for collect calls billed through the local telephone company? Describe, in detail, policies and procedures to limit exposure to bad debt. Provide Vendor’s percentage of realized bad debt.
8. **Complete the following Table for all Collect Calls billed by a Local Phone Company:**

Item	Question	Collect (Local Phone Company Billed)
A	Which vendor/carrier name is used to brand each Local Phone Company billed call?	
B	Which vendor/carrier name appears on the Local Phone Company bill page for each call?	
C	What number is listed for Local Phone Company billed collect call billing questions and which vendor/carrier answers that number?	
D	Is the company listed in A, B, and C different than the Vendor responding to this RFP? If these names differ in any way, explain why and describe the relationship between the two entities	

C. CALLS BILLED THROUGH VENDOR PREPAID COLLECT OR IN-HOUSE/DIRECT BILLED ACCOUNTS FOR CUSTOMERS WITH CLEC, VOIP OR WIRELESS NUMBERS

The Vendor must have a program (explained in its approved tariff) that will proactively attempt to set up prepaid collect or in-house accounts for individuals that use CLEC, VOIP, and wireless carriers that refuse to bill collect calls. The program must provide alternative billing arrangements that enable families to quickly open accounts and communicate with inmates.

Please provide a detailed history of Vendor in-house billing program(s) including when it was first established, services offered, and applicable pages from Vendor’s approved tariff. Please indicate if services are provided by Vendor employees or subcontractors.

1. What type of in-house account options are offered customers?
 - a. Prepaid collect?
 - b. Direct billing for customers with satisfactory credit?
 - c. Other?
2. Please list any discounts provided to customers based on their account type. Outline Vendor history in providing discounts.
3. Describe in detail the steps to assist customers in setting up an in-house account including prepaid and procedures used to determine credit worthiness of direct billed customers. List steps performed by Vendor employees and steps performed by third party companies.
4. Please specify Vendor's process for unblocking a phone number which was originally restricted for non-payment. Include the timeframe for posting the payment to the customer's account and removing the restriction once the payment posts. Include any fees charged by the Vendor to unblock the number.
5. Does Vendor provide account statements to customers? If so, how are statements provided and how often? Include any fees charged by the Vendor for account statements.
6. Provide a sample of Vendor customer in-house account statements showing call charges, discounts, taxes, applicable fees, and Vendor contact information for customer inquiries in ***Vendor Exhibit S "Vendor In-House Account Statements"***.
7. Describe options for customers to check in-house account balances via the phone or Vendor's website.
8. Describe the process for customer service inquiries and hours of availability. Include average customer wait time to reach a Customer Service Representative. Provide the location and native language of customer service representatives (i.e., located in the United States or outsourced offshore).
9. Describe customer complaint procedures. Vendor shall be responsible for handling all customer billing disputes. All complaints shall be resolved promptly and fairly. Please provide the average time to resolve customer complaints.
10. During the term of the contract the Vendor shall provide to the County copies of any complaints filed by called parties with the state Public Service Commission/Public Utilities Commission, Attorney General, or Better Business Bureau (BBB) concerning calls placed from this Facility. Failure to comply with this requirement may result in termination of contract for cause.

11. Describe the systems or programs used to reduce or prevent exposure to fraud with in-house accounts.
12. Please describe how Vendor notifies customers of account balances.
13. What resources does Vendor provide to assist Spanish speaking customers?
14. **Complete the following Table for Prepaid Collect, Direct Billed and Debit Card/Debit:**

Item	Question	Prepaid Collect	Direct Billed Collect	Inmate Debit and/or Debit Card
A	Which vendor/carrier name is used to brand each call?			
B	Which vendor/carrier name appears on the account statement for each call?			N/A
C	What number is listed on account statement for questions and which vendor/carrier answers that number?			N/A
D	Is the company listed in A, B, and C different than the Vendor responding to this RFP? If these names differ in any way, explain why and describe the relationship between the two entities			

IX. CUSTOMER CALL RATES, FEES, AND FACILITY COMPENSATION:

A. CALL RATES/CONSUMER VALUE

1. The rates charged to users shall not exceed the rates mandated by the state PSC/PUC or the Facility for all services. To maximize consumer value, the County desires fair customer rates that encourage increased call volume and result in more revenue to the County
2. Vendor will provide a copy of its Intrastate Tariff or rate schedule on file at the State PSC/PUC or available for public review on Vendor website. Please provide in ***Vendor Exhibit K "Intrastate Tariff or Rate Schedule"***.
3. Vendor will provide a copy of its Interstate Tariff or rate schedule which is required by the FCC to be available for public review on Vendor website. Please provide in ***Vendor Exhibit I "Interstate Tariff or Rate Schedule Required by FCC for Public Review"***.

4. Provide a complete schedule for proposed collect call rates. If multiple rate and commission options are offered, complete a separate table for each option.

	Surcharge	Per Minute or Per call	Total Cost (10 min call)
Local Calls			
Intrastate IntraLATA			
Intrastate InterLATA			
Interstate InterLATA			

5. Provide a complete schedule for proposed prepaid collect call rates. If multiple rate and commission options are offered, complete a separate table for each option.

	Surcharge	Per Minute or Per call	Total Cost (10 min call)
Local Calls			
Intrastate IntraLATA			
Intrastate InterLATA			
Interstate InterLATA			

6. Provide a complete schedule for proposed debit call rates. If multiple rate and commission options are offered, complete a separate table for each option.

	Surcharge	Per Minute or Per call	Total Cost (10 min call)
Local Calls			
Intrastate IntraLATA			
Intrastate InterLATA			
Interstate InterLATA			

7. Provide a complete schedule for proposed prepaid card call rates. If multiple rate and commission options are offered, complete a separate table for each option.

	Surcharge	Per Minute or Per call	Total Cost (10 min call)
Local Calls			
Intrastate IntraLATA			
Intrastate InterLATA			
Interstate InterLATA			

8. Provide a complete schedule for proposed international call rates. *Please complete the "International Call Rates" chart in Attachment E.*

9. There shall be no charge for unanswered or not accepted calls. Incomplete calls such as network intercept recordings, busy signals, no

answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.

10. Call timing must begin when the called party positively accepts the call. No “set up time” may be added to the call duration and call timing may not be based on any timepoint earlier than acceptance. Vendor shall confirm their policy on call timing.
11. Vendor shall submit a request in writing to receive approval from the County for any rate increases and/or decreases for inmate telephone calls before new rates are implemented. The County will respond in writing to Vendor’s request within thirty (30) days. Should Vendor increase the calling rates without the express written approval of the County, such rate increase may be grounds for termination of the ITS Agreement, and Vendor must issue credits or refunds to all customers that are overcharged. Vendor shall implement any mutually agreed rate adjustments requested by County within thirty (30) days of said request, subject to regulatory approval.
12. How often are rates monitored for accuracy? Describe company procedure to monitor rates and ensure that calls are billed correctly.

B. CUSTOMER FEES/CONSUMER VALUE

1. Vendor shall list any and all charges and fees that are charged to the called party. Each charge/fee must be explicitly authorized by the appropriate agency (e.g. Public Service Commission/Public Utilities Commission) and contained in Vendor’s Intrastate Tariff or rate schedule on file at the State PSC/PUC or available for public review on Vendor website and the Vendor’s Interstate Tariff or rate schedule required by the FCC for public review on Vendor website. **To maximize consumer value, the County desires a Vendor that limits the number of fees charged customers.** The County reserves the right to prohibit multiple charges and fees such as validation surcharges, wireless administration fees, Universal Service Fund (USF) administrative fees, regulatory compliance fees, State and Federal Regulatory Cost Recovery Fees, and any other fees not pre-approved by the County. The Vendor must provide the County complete cost justification for any fee proposed. Absent specific cost justification, the fee will be considered an excess charge to the customer and will be prohibited. If the Vendor is found charging non-approved fees, the ITS Agreement may be terminated.

Please list all Vendor charges and fees in the chart provided in ***Attachment F “Vendor Customer Charges and Fees”***.

2. The County understands the Vendor may utilize in-house payment processing or third party payment processors (such as Western Union, MoneyGram®, Website and Phone Payment Processors) that charge a fee to provide payment processing options for customers opening in-

house accounts. **To maximize consumer value, the County desires that these fees be as low as possible to the customer.** The Vendor must provide a complete list of all payment processing fees that will be charged to the customer by any party to: 1) accept a single call, 2) open an account, or 3) make a payment on an account. Please list all payment processing fees in the chart provided in the attachment listed below.

For each fee listed the Vendor must include any in-house payment processing profit margin or revenue share provided to Vendor by the third party payment processor. The County is aware that these agreements may be confidential. This does not exempt Vendors from disclosing this information and failure to disclose this information shall disqualify vendor. Any such information that is confidential in nature must be marked accordingly. All fees must be approved by the County. If the Vendor receives any profit or revenue share from an approved fee, these revenues must be included in gross revenue when calculating commissions. Each such fee must be included in Vendor’s intrastate tariff or rate schedule available for public review and in the Vendor’s interstate tariff or rate schedule required by the FCC for public review.

3. Describe Vendor policy on maintaining customer account balances. Does Vendor charge customers a monthly account maintenance fee? Do customer account balances get absorbed or expire after a set period of time? If so, state time period.
4. Describe Vendor policy on refunding unused customer account balances. Include any fee charged for refunds and time to receive refund.

C. FACILITY COMMISSION/OPTIONS/TOTAL COMPENSATION VALUE

1. The commission offered to the County shall be based on Total Gross Billable calls, with NO DEDUCTIONS for uncollectible calls, bad debt or fraud.
2. Specify the company’s policy on payment of commissions. Define terminology used.
3. Commission payments shall be accompanied by a Facility Commission Statement which shall include the following information by call type:
 - Date of report
 - Time period covered
 - Originating Station
 - Total billed revenue (local, intrastate intraLATA, intrastate interLATA, interstate interLATA and international calls)
 - Total number of calls
 - Total number of minutes

Vendor shall indicate compliance with this requirement and provide a sample Facility Commission Summary Report in *Vendor Exhibit T "Vendor Facility Commission Statement"*.

4. Commission payments due to the County shall be paid monthly, with the commission check paid by the end of the month following the month the calls are billed.
5. Failure to pay the County accurate commissions based on gross billable revenue on a regular, monthly basis shall be grounds for the County to cancel, without penalty, the ITS Agreement executed pursuant to this RFP.
6. Vendor shall provide a complete list of all audits (past or pending) for underpayment of commissions. Provide the name(s) of the Facility(ies) and contact information. Detail the status and outcome of each audit.

Audits conducted by public entities or on behalf of public entities, are a matter of public record and cannot be classified as confidential or proprietary and may not be redacted.

7. Vendor shall provide a complete list of each time that a client/facility notified the Vendor of a suspected commission underpayment, and the outcome of the investigation. The client/facility name, date of inquiry and resolution detail shall be provided for each such instance. Vendors may limit responses to the past five years. Also detail any "special terms" related to repayment of the underpaid amount. For example, was the Customer required to extend the contract in order to obtain the underpaid amount? Was the repayment spread out over an extended time period? Etc.
8. Right to Audit – The county reserves the right to:
 - a. Audit revenue collection procedures and commission computations
 - b. Terminate the ITS Agreement for refusal by the Vendor to allow reasonable access to all documents, reports, or other materials originated or received by the Vendor in conjunction with revenue collection and commission computation.
 - c. Terminate the ITS Agreement if repeated inaccuracies in either procedures or computations are confirmed.
9. What types of reports are available to the County to audit commission payments?
10. The vendor shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
11. What is the Commission percentage Vendor will pay the County? Specify the commission offer for each rate option offered in IX.A. Call Rates 4, 5, 6, and 7 above. NOTE: A single commission percentage offer is required for each rate option. In other words, vendor must offer a

commission rate which applies to all call revenue regardless of call destination and regardless of payment type.
 For example, Rate Option A – 60.1%, Rate Option B = 58.2%.

Rate Option	Commission Offered
	_____%
	_____%
	_____%

12. List any added value options that will increase compensation value.
13. List and explain any additional services offered beyond the scope of the technical requirements that could affect commission payments.

D. PROCEDURES, PROGRAMS AND POLICIES TO MAXIMIZE REVENUE

1. Describe in detail Vendor’s procedures to limit exposure to unbillable calls and maximize billable revenue.
2. Describe Vendor programs to maximize prepaid account calls & revenue.

Explain any Vendor policies to insure that call revenues to the County are maximized.

PROPOSAL EVALUATION

A. EVALUATION OF THE PROPOSAL

Henry County shall provide the mechanism for the evaluation of all information received, determine the responsible Vendors, reserve the right to waive informalities and irregularities, and reserve the right to accept or reject any or all Proposals.

1. Administrative Review

The proposals will be reviewed by the Contract Administrator for the following administrative requirements:

- a. Submitted by deadline
- b. All required Attachments have been submitted with the Proposal
- c. All documents requiring an original signature have been signed and are included.

2. Mandatory Requirements Review

Proposals which pass the Administrative Review will be evaluated to ensure all Mandatory RFP Requirements have been met.

3. **Technical Proposal Evaluation**

Proposals which pass the Mandatory Requirements Review will be evaluated on the following criteria.

Category	
Vendor Background and Qualifications	
ITS System Specifications and Technical Requirements	
Implementation	
Facility Service and Support Requirements	
Billing and Collection Procedures and Customer Service	

4. **Financial Proposal Evaluation**

Proposals which pass the Technical Proposal Evaluation will be evaluated on the following criteria.

Category	
Call Rates/Consumer Value	
Customer Fees/Consumer Value	
Facility Commission/Options/Total Compensation Value	
Programs to Maximize Revenue	

Contact:

For questions pertaining to this RFP please contact Steve Eanes, Lt. Colonel for Henry County Sheriff's Office by email at seanes@co.henry.va.us