

# Request for Proposal – Inmate Communications System

## 1. Overview

This document is a Request for Proposal (RFP). It is the intent of these specifications to obtain proposals from qualified vendors to provide inmate telephone services (further referred to as ITS), including a recording system, monitoring system, equipment for the inmates, and other potential ancillary services at the following County facility:

Facility Name:

Address line 1:

Address line 2:

Any item not specifically mentioned, but necessary for the delivery and operation of ITS and other ancillary services shall be included in your response. The requirements listed herein should be met by all Vendors. In instances where your system differs from these requirements, you must note the difference and describe in detail how the system 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 bid at the County's discretion. No pre-proposal meetings will be provided however questions may be directed to the Jailer. The county and Jailer reserves the right to request clarification for any proposal submitted and enter into negotiations that are in the best interest of the county.

### A. Schedule

The estimated schedule for the Invitation to Bid is as follows:

| Event                        | Date |
|------------------------------|------|
| Response Submission Deadline |      |
| Contract Award               |      |
| Contract Effective Date      |      |

## **B. Submission**

One (1) Original and two (2) copies of the RFP response must be in a sealed envelope or package plainly marked on the outside **Inmate Telephone System RFP Response**, and must be returned no later than date and time to the following address:

Location name

Attention to:

Address line 1

Address line 2

RFP responses not received by the stated time and date will be automatically disqualified from consideration and sent back to the Vendor unopened. Original proposal must be clearly marked "**ORIGINAL**" and contain all original signatures of Vendor submitting the response.

## **C. Definitions**

For the purpose of this Invitation, the terms "Vendor" and "Offeror" refer to the provider of equipment and services. The word "County" will refer to County Name

The "system" will be referred to as the ITS's individual method for providing all services requested.

The words "must" and "shall" indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection for the proposal. There may be other requirements that the County finds important but not mandatory. It is important to respond in a concise manner to each requirement in this document.

## **D. Termination**

The obligation to provide further service under the terms of the resulting agreement may be terminated by the County upon sixty (60) days written notice in the event of material breach by the successful bidder to perform in accordance the terms hereof. In the event that County chooses to discontinue this contract, the Vendor 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 identified. The removal of equipment and disconnecting of the present system will occur during the implementation of the new system with minimal interruption of service to this County. It will be necessary that the current vendor cooperate with the new vendor during the implementation of the new system.

**E. Damage and Repair Liability**

The County will have no liability to the Vendor for fraud, theft, vandalism, damage, or loss of the Vendor's phone equipment inflicted by the inmates or the public. All costs associated with the repair of phone will be the responsibility of the Vendor. Other ancillary services may require hardware that falls outside of this stipulation.

Vendor warrants that all repairs will be made at its expense. Vendors shall make all reasonable efforts to ensure that the calling service is operational and repaired as quickly as possible.

**F. Insurance**

Bidder shall provide the County with Certificate of Insurance, both Workman's Compensation Insurance and General Liability Insurance coverage for work at the various county facilities with limits of not less than \$100,000/\$300,000/\$100,000 with excess umbrella of \$1,000,000. Successful Vendor must submit copies of insurance certificates to the County before any work can be started.

**G. Negotiations**

Negotiations may be conducted with prospective vendors who submit proposals. County reserves the right to reject any and all proposals or waive portions thereof. The County can choose the proposal which best meets the needs and requirements of County – including local presence, service and support capabilities, ease of installation, and ongoing maintenance costs.

## **2. Vendor Qualifications**

### **A. Experience**

- a. County is contacting prospective vendors who have an interest in or are known to do business relevant to this RFP for ITS and ancillary services. The vendor must be an experienced, reputable firm providing the requested system. Vendors not currently involved with these systems will not be considered for this contract.
- b. Vendor should detail their experience in providing the proposed services in the State of Kentucky.

### **B. References**

- a. Vendor must provide three (3) references including name, location and size of facility, date of installation, and a contact person and phone number.
- b. Vendor must provide three (3) additional references in the State of Kentucky including name, location and size of facility, date of installation, and a contact person and phone number.
- c.

### **3. Inmate Telephone System**

#### **A. System Security**

- a. The proposed system must be web based with tiered security access levels so employees can access the platform from outside the jail location. If there are functions that cannot be performed remotely, Vendor must clearly describe any limitations.
- b. The system shall be a Web-based, easy to use application that is available securely from anywhere at any time remotely.
- c. The proposed system must be programmed for auto shut off at times designated by the County.
- d. The county personnel must be able to manually shut down the service in case of emergency.
- e. The proposed system shall be password protected to permit only appropriate County personnel access to the service.
- f. The system must have the capability to enable and disable any phone at the County from any secured computer.
- g. For security purposes, the system must be a centralized non-premise system that will keep all records secure and not require the need to be maintained at the facility. Describe your system and how your system will meet this requirement.
- h. System can set a maximum call length for calls made by inmates. In response, describe the range of time and increments that calls can be limited to.
- i. System can shut down all or subsets of inmate telephones (by floor, block or other grouping).

#### **B. Fraud Management**

- a. The proposed system must be able to detect potentially fraudulent telephone activity and at the County's discretion disconnect calls automatically. Describe the types of fraudulent telephone activity Vendor's system will detect and the method by which it is detected.
- b. The proposed system shall prevent the inmate from receiving a second dial tone, or "chain-dialing".
- c. The proposed system shall prevent extra digits dialed by the inmate after the party has accepted the call. Please describe process.
- d. The proposed system shall continue to play the brand recording at random intervals throughout the call.
- e. The proposed system shall guard against "hook-switch-dialing" and other fraudulent activities. Please describe.
- f. The inmate shall not communicate with the called party until the call has been accepted.
- g. The system shall detect the difference between an accepted call, an answering machine, busy signal, and other telephone activity. Please describe.
- h. The proposed system shall also have the ability to assign approved calling numbers according to a specific inmate.
- i. The proposed system shall permit the called party to block all future calls from a correctional facility.

### **C. Call Recordings**

- a. The proposed system shall maintain all call recordings centrally, on disk storage, using RAID technology and not use tape drives for storage or call recordings.
- b. All call recordings for three (3) years shall be stored online and available through the online user interface.
- c. Facility personnel must be able to search call recordings by dialed number, date, time inmate account, or site ID.
- d. Facility personnel must be able to simultaneously live monitor conversations while the system is recording the conversations.
- e. Call recordings must be accessible by the County for a minimum of five years or the length of the contract, whichever is longer. Upon request, call recordings must be made available to the County at no charge for three years after contract expiration even if the Jail decides to use another inmate phone system provider.
- f. Recorded calls must be backed up and geographically disparate to minimize the risk of lost calls due to a catastrophic system failure. Please describe Vendor's system backup plan and system redundancy.

### **D. Investigative Features**

- a. The proposed system shall have capability to remotely survey inmate calls and be able to transfer specific calls in progress to investigators.
- b. 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 a designated remote location, while the call is in progress. The call will need to be automatically conferenced to a predetermined investigator's telephone number in listen mode only once the call is accepted by the called party in progress.
- c. The proposed system must allow for all calls remotely conferenced to investigators to be accepted by the investigator with a unique PIN.

### **E. Call Acceptance**

- a. The proposed system shall provide an option for the called party to request rate of the call prior to acceptance.
- b. The proposed system shall include user prompts in English and Spanish.
- c. The called party must actively accept the call.
- d. The inmate cannot communicate nor hear the called party until the call has been accepted.
- e. Billing does not begin until the call is accepted.
- f. System allows County to enable some telephone numbers to be called without any charge, i.e. to Public Defenders, at County's discretion.

#### **F. Reports**

- a. The vendor shall supply a method to retrieve call detail reports to the County. The reports shall contain a variety of call information and be customizable to suit the County's needs.
- b. Vendor shall attach samples of their call detail and other standard reports.
- c. Vendor shall provide a secure access to all calling activity within the facility via the internet/web.

#### **G. Lobby Deposit Kiosk for Inmate Telephone System Deposits**

- a. Vendor must provide a lobby kiosk that allows friends and family to deposit funds *directly* into the inmate calling/PIN account or a phone number. Deposits will not go into inmate's trust account.
- b. Lobby kiosk must have a touch screen, a receipt printer, two (2) bill acceptors, and it must be built in a steel case to prevent vandalism.
- c. Lobby kiosk must be ADA compliant.

#### **H. Calling Options**

- a. Vendor must fully describe all available calling options.
- b. Describe all points-of-sale that will accept payments for all proposed services.
- c. All deposit methods, whether provided by the Vendor or a third party, must be thoroughly described.
- d. All associated fees (whether to the depositor or to the inmate) must be fully disclosed for all proposed deposit methods in Vendor's RFP response. No fees will be allowed to be charged once the contract is negotiated that are not already disclosed in Vendor's RFP response.
- e. Vendor should be responsible for all refunds related to the Inmate Telephone System.

#### **I. Commission**

- a. The system shall have the capability to inform the called party of the call cost prior to acceptance.
- b. The rates charged to users shall be the maximum tariffs as mandated by the State and Federal Regulations.
- c. Vendor billing to called parties must include the vendor information and a toll-free telephone number to resolve billing disputes.
- d. Billing charges shall begin at the time of the call acceptance 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, refusal of calls, answering machine pick-ups, etc. shall not be billed.
- e. Vendor shall include a detailed analysis as to how they determine commissionable revenue including examples of consumer deposits from all points-of-sale, the fees they pay, the dollar amount available for a call given the deposit, and the amount that the County is commissioned after the dollar amount has been used from an accepted call.

## **J. Consumer Fees**

The County believes in providing fair and affordable services to friends and family. The Vendor must disclose all possible consumer fees. This includes Vendor fees and third-party fees. County may reject proposals if all potential fees are not fully disclosed. This would include, but is not limited to, any and all deposit fees, transfer fees, refund fees, account maintenance fees, billing fees, paper bill fees, monthly access fees, single call fees, etc. The County will not allow Vendor to turn on single call options that require acceptance and payment for a single call with a credit or debit card.

## **4. Video Visitation Kiosk System**

- a. The system must allow for onsite video visitation
- b. The system must allow for remote video visitation
- c. The system should have the ability to display inmate handbook
- d. The system should allow inmates to file Grievances and Forms
- e. The system must allow for PREA notifications and reporting
- f. The system should allow for online scheduling
- g. The system should allow for inmate email
- h. The system should be secure and built for the correctional environment
- i. The system should allow for recording and live monitoring of video visitation sessions.
- j. Vendor should detail any costs associated with the system
- k. Vendor should detail any costs associated with Bandwidth and who will be responsible for those costs.
- l. Please describe the installation and maintenance plan for the video visitation system.

## **5. Inmate Messaging Solution**

- a. The County is interested in implementing an inmate texting solution that will allow inmates to easily send and receive messages from friends and family. The Vendor should describe their ability to provide an inmate messaging solution to the County.
- b. Vendor should detail any associated costs with the system





## **6. Service and Support**

### **A. Service and Maintenance**

- a. Vendor shall provide 24-hour, toll-free service number.
- b. Vendor shall address all major service outages within four (4) hours.
- c. Vendor shall provide service policies and procedures as an attachment to this proposal.
- d. Describe the maintenance and quality assurance programs for telephones to be installed.
- e. 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.
- f. Provide a contact person who will be responsible for ongoing account management and support.
- g. State the location of the nearest support center, company headquarters, and number of technicians based in the State of Kentucky.

### **B. Training**

- a. Vendor shall provide initial onsite training to the County staff in system administration, operation and reporting. Training thereafter can be remote or, if requested by the County, onsite.
- b. Describe the training program, include a description of topics covered and any applicable documents.

### **C. Installation**

- a. The Vendor will provide inmate phone sets, an automated inmate call control system, visitation recording sets, remote system access and all other ancillary services requested in the system and insure they are working properly. This installation is to be completed within sixty (60) days after contract award.
- b. Vendor shall submit a complete and detailed schedule of the time frame required for installation including utility coordination, internet service provider installation, training, cut-over and testing. The service must be installed in a manner and under a timeframe designed to minimize disruption of normal function of the County.
- c. Any delay in the implementation of the Vendor's schedule that is caused by the County will increase the Vendor's time allowance to complete installation, but the Vendor must submit a complete and detailed schedule of additional time required.
- d. The risk of loss and/or damage will be assumed by the Vendor during shipment/travel, unloading and installation.

## 7. Commission Offer

Please identify all call types that the county will receive a commission on, along with the proposed calling rates, in the following format:

Proposed Call Type: Prepaid- Pin Debit

Commission percentage to County: \_\_\_\_%

|            | First Minute (connect + per minute charge) | Subsequent Minutes |
|------------|--------------------------------------------|--------------------|
| Local      |                                            |                    |
| IntraLATA  |                                            |                    |
| InterLATA  |                                            |                    |
| InterState |                                            |                    |

Proposed Call Type: Prepaid- Collect Calling

Commission percentage to County: \_\_\_\_%

|            | First Minute (connect + per minute charge) | Subsequent Minutes |
|------------|--------------------------------------------|--------------------|
| Local      |                                            |                    |
| IntraLATA  |                                            |                    |
| InterLATA  |                                            |                    |
| InterState |                                            |                    |