



June 3, 2020

County of Newberry

Purchasing Department
Request for Proposal # 2020-0602
Detention Center Inmate Communications System

Proposals are due July 1, 2020 no later than 3:00 PM, Local Time

PLEASE NOTE THE VENDOR IS ULTIMATELY RESPONSIBLE FOR VERIFYING THEY HAVE RECEIVED ANY/ALL ADDENDA PRIOR TO THE PROPOSAL OPENING

<p>NEWBERRY COUNTY, SOUTH CAROLINA</p>	<div data-bbox="1015 304 1230 520" data-label="Image"></div> <p>Mail to: Newberry County Purchasing Attn: Crystal Waldrop, CPPB Post Office Box 156 Newberry, SC 29108</p> <p>Hand Carry to: Newberry County Courthouse Annex Conference Room Attn: Crystal Waldrop, CPPB 1309 College Street Newberry, SC 29108</p>
<p>REQUEST FOR PROPOSAL PROPOSAL NUMBER: 2020-0602 Detention Center Inmate Communications System</p>	<p>Proposals will be accepted until 3:00 PM, Wednesday, July 1, 2020</p> <p>TELEPHONE NO. (803) 321-1420</p>

VENDOR NAME: _____

VENDOR ADDRESS: _____

CITY-STATE-ZIP: _____

MAILING ADDRESS: _____
(If different from above)

TELEPHONE NO. (_____) _____ FAX NO. (_____) _____

FEDERAL ID NO. _____

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and verify that I am authorized to sign this proposal for the proposer. I further stat that the company affiliated with this proposal currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

SIGNATURE

PRINTED NAME

Background:

Newberry County Detention Center intends to procure inmate telephone services (ITS) from qualified vendors to include a recording system, monitoring system, equipment for the inmates to use the telephone to make calls and other potential ancillary services.

The Newberry County Detention Center is located at 3239 Louis Rich Road, Newberry SC.

OWNER'S RIGHTS: Newberry County reserves the right to accept or reject any, all or any part of proposals received as a result of this request, to make multiple awards, waive any informalities or to cancel in part or in its entirety this request, if it is in the best interest to do so. Newberry County will be the sole judge as to whether proposals meet all requirements. This solicitation does not commit Newberry County to award a contract, to pay any cost incurred in the preparation of proposals, or to procure or contract for goods or services.

DEADLINE TO SUBMIT: One (1) original and three (3) copies must be received by **3:00 p.m. Wednesday, July 1, 2020.**

Hand Delivered:

Newberry County
Courthouse Annex
Conference Room
1309 College Street
Newberry, SC 29108

Mailed:

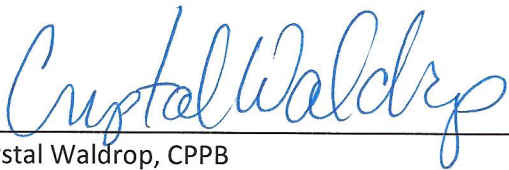
Newberry County
Attn: Crystal Waldrop, CPPB
Post Office Box 156
Newberry SC 29108

QUESTIONS MUST BE RECEIVED IN WRITING BY: June 24, 2020 by 5:00 p.m. to Crystal Waldrop via email to cwaldrop@newberrycounty.net. All questions shall be addressed in an addendum and placed on the County website at www.newberrycounty.net/departments/purchasing. It is the sole responsibility of the responder to obtain the addenda from the County website.

A non-mandatory pre-proposal meeting is scheduled for Wednesday, July 17, 2020 @ 11:00 a.m. at the Newberry County Sheriff's Office, 550 Wilson Road, Newberry.

The contract for this solicitation shall be for three years, with the option to renew for two consecutive one-year terms.

Any item not specifically mentioned, but necessary for the delivery and operations for the ITS and other ancillary services shall be included in your response. The requirements listed herein shall be met by all responding vendors. In instances where your system differs from the requirements of this solicitation, you must note the difference and describe in detail how the system will meet the County's needs without specific requirements. Failure to meet all requirements herein may be cause for rejection of submittals.



Crystal Waldrop, CPPB
Purchasing Director
Newberry County

A. Schedule

The proposal schedule is as follows:

Event:	Date:
Submission Deadline	July 1, 2020 @ 3:00 p.m.
Pre-proposal meeting	June 17, 2020 @ 11:00 a.m.
Deadline for questions	June 24, 2020 by 5:00 p.m.
Council Award (tentative)	July 15, 2020 @ 7:00 p.m.

B. Termination

The obligation to provide further services 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 with the terms herein. In the event the County chooses to discontinue this contract, the Vendor agrees it will remove all its equipment from the facilities and without additional charge to Newberry County. Service, equipment, and disconnection of the existing system will occur during the implementation of the new system with minimal interruption of service to the County. It will be necessary that the current vendor cooperate with the new vendor during the implementation of the new system.

C. 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 equipment will be the responsibility of the Vendor. Other ancillary services may require hardware that falls outside of this stipulation.

Vendor agrees 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 in a timely manner.

D. Negotiations

Negotiations may be conducted with prospective vendors who submit proposals. The County reserves the right to reject any, and all proposals or waive portions thereof, and to choose the proposal which best meets the needs and requirements of the County. The County may require vendors provide demonstrations of their equipment and samples, as part of negotiations.

Vendor Qualifications

A. Experience

The County is contacting prospective vendors who have an interest in or are known to do business relevant to this solicitation for ITS and ancillary services. The vendor must be an experienced, reputable firm who can provide documented demonstrated ability to provide the services requested in this solicitation.

B. References

Vendors must provide three (3) references including name, location and size of facility, date of installation, and a contact person with phone number and email address.

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, the Vendor must clearly describe any limitations.
- b. The system shall be programmed for auto shut off at times designated by the County.
- c. The County personnel must have capability to manually shut down the service in case of emergency.
- d. The Proposed system shall be password protected to permit only appropriate County personnel access to the service.
- e. The system must have the capability to enable and disable any phone at the County from any secured computer.
- f. For security purposes, the system must be a centralized non-premises system that will keep all records secure and not require the need to be maintained at the facility. Detailed descriptions shall be submitted in response how these requirements will be met by vendor.
- g. The system will have the ability to set a maximum call length for calls made by inmates and shall be described in detail the range of time and increments that calls can be limited to.
- h. The system shall be capable of shut down at the entire facility or at sections of the facility, for example the floor, cell 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. Description of the type of fraudulent telephone activity the Vendor's system will detect and the method by which it is detected shall be included in the response.
- 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. Description of process shall be included in the response.
- 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. Description of process shall be included in the response.
- 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. Description shall be included in the response.
- h. The proposed system shall 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 this 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 conversation.
- 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, regardless of the County ultimately deciding 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. Detailed description of the Vendor's system backup plan and system redundancy must be fully explained in the response.

D. Investigative Features

- a. The proposed system shall have the capability to remotely survey inmate calls and be able to transfer specific calls in progress to an investigator, if necessary.
- 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 conference 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 the rate, or charges, 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 shall not begin until the caller has accepted the call.
- f. The system shall allow the County, at its discretion, enable some telephone numbers to be called without any charge, such as calls to Public Defenders.

F. Reports

- a. The vendor shall supply a method to retrieve and provide 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. Vendors shall submit samples of their call detail and other standard reports.
- c. Vendors 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. Vendors shall provide a lobby kiosk that allows individuals to deposit funds **directly** into the inmate calling/PIN account or a phone number. Deposits will not go into inmate's trust accounts.
- b. Lobby kiosks must have a touch screen, a receipt printer, two (2) bill acceptors, and it must be built in a steel, tamper resistant case to prevent vandalism.
- c. Lobby kiosks must be ADA compliant.

H. Calling Options

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

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 of South Carolina and Federal Regulations.
- c. Vendors 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, refusals of calls, answering machine pick-ups shall not be billed.
- e. Vendors shall include a detailed analysis as to how they will 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 the County is commissioned after the dollar amount has been used from an accepted call.
- f. Commission rates alone will not be the sole deciding factor for the basis of this award. The County will evaluate all responsive proposals and award will be made to the company that meets the overall need of the County.

J. Consumer Fees

The County believes in providing fair and affordable services to those who are communicating with inmates. The Vendor must disclose all possible consumer fees if the Vendor's proposal is selected, including Vendor fees and third-party fees. The County may deem submittals non-responsive if all applicable fees are not disclosed. Fees include, but not limited to, all deposit fees, transfer fees, refund fees, account maintenance fees, billing fees, paper bill fees, and monthly access fees.

Service and Support

A. Service and Maintenance

- a. Vendors shall provide 24-hour, toll-free service numbers
- b. Vendors shall address all major service outage within four (4) hours.
- c. Vendors shall provide service policies and procedures as an attachment to their submittal.
- d. Describe the maintenance and quality assurance programs for telephones to be installed.
- e. Detailed methods of determining service interruptions and service call priorities. List response time for each priority and the level of expertise devoted to each priority.
- f. Prove a contact person who will be responsible for ongoing account management and support.

B. Training

- a. Vendors 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, including a description of topics covered and any applicable documents.
- c. Fees associated with training shall be submitted in the response.

C. Installation

- a. Vendors shall 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 ensure they are working properly. The installation is to be completed within sixty (60) calendar days after contract award and notice to proceed has been issued.
- b. Vendors 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 functions of the County Detention Center.

- c. Any delays in the implementation of the Vendor's schedule that is caused by the County will increase the Vendor's time allowance to complete the installation. 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 of the equipment.

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 shall have the ability to display inmate handbook
- d. The system shall allow inmates to file grievances and forms
- e. The system shall allow for PREA notifications and reporting
- f. The system shall allow for online scheduling
- g. The system shall be secure and built for the correctional environment
- h. The system shall allow for recording and live monitoring of video visitation sessions.
- i. Vendors shall detail any costs associated with the entire system

Inmate Messaging Solution

- a. The inmate messaging solution must allow inmates to easily send and receive messages to/from outside individuals via a handheld device, assigned to the inmate. The vendor shall describe their ability to provide an inmate messaging solution to the County.
- b. Vendors shall detail any associated costs with the entire system.

INSURANCE REQUIREMENTS

Prior to commencing work hereunder, Offeror, at its expense, shall furnish insurance certificate showing the certificate holder as Newberry County, Post Office Box 156, 1309 College Street, Newberry, SC 29108, Attention: County Purchasing Department and with a special notation **naming Newberry County as an additional insured on the liability coverage**. If not otherwise specified, the minimum coverage shall be as follows:

- Worker's Compensation Insurance - Offeror shall have and maintain, during the life of this contract, Worker's Compensation Insurance for its employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws. Newberry County requires worker's compensation coverage regardless of the number of employees the Offeror employs.
- Comprehensive General Liability Insurance - Offeror shall have and maintain, during the life of the contract, Comprehensive Liability Insurance. Said Comprehensive General Liability Policy shall contain Contractual Liability Products/Completed Operations Liability subject to the following limits: BODILY INJURY of at least \$500,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PEORPERTY DAMAGE of at least \$500,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBDINED SINGLE LIMIT.
- Comprehensive Automobile Liability Insurance - The Offeror shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$500,000 PER PERSON, \$1,000,000 PER OCCURENCE; PROPERTY DAMAGE of at least \$500,00 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.
- Umbrella Liability Insurance required as \$1,000,000.
- The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
- The Offeror shall not cause any insurance to be cancelled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be cancelled or reduced, restricted or

limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

- The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Offeror's liability.

Commission Offer

Commission rates alone will not be the sole deciding factor for the basis of award. The County will evaluate all responses based on the criteria set forth below. Award will be made to the company that meets or exceeds the overall needs of the County. Please identify all call types for which the County will receive a commission, along with the proposed calling rates, in the following format:

Proposed Call Type: Prepaid – PIN Debit

Commission percentage to the County: _____%

	First minute (connect + per minute charge)	Subsequent minutes
Local		
IntraLATA		
InterLATA		
InterState		

Proposed Call Type: Prepaid – Collect Calling

Commission percentage to the County: _____%

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

The following criteria will be evaluated to determine the best Vendor for Newberry County (in no order):

- **Customer Service and staff support**
- **Maintenance Availability and IT Support**
- **Customer Relations**
- **Commission on calls and other known platforms: tablets, texting, devices video visits**
- **Functionality for the facility**
- **Potential for video arraignment**
- **Phone and video records for recording and monitoring**
- **Platform capabilities and ease of use by users**
- **Fraud management**
- **Experience and reference on past performance**
- **Ability to meet requirements of solicitation**

END of Solicitation

