

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
DETAINEE TELEPHONE SYSTEM**

**RFP #40-16OCT17 – DETAINEE TELEPHONE SYSTEM
Release Date: September 14, 2017**

**Submittal Deadline:
October 16, 2017
not later than 2:00 P.M. Central Time**

**Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, Missouri 65201**

**Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4392
E-mail: lpalazzolo@boonecountymmo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

**PROPOSAL #: 40-16OCT17 – Detainee Telephone System for the Boone County
Detention Facility**

Sealed proposals will be accepted until **2:00 P.M. on Monday, October 16, 2017** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390, e-mail: lpalazzolo@boonecountymo.org or from our web page at <http://www.showmeboone.com>.

Liz Palazzolo, CPPO, C.P.M.
Purchasing – Senior Buyer

Insertion: Thursday, September 14, 2017
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

1.1.1 **Proposal Closing:** All proposals shall be **delivered before 2:00 P.M.**, Central Time, on **Monday, October 16, 2017** to:

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460

1.1.2 The County will not accept any proposals received after 2:00 P.M. Late proposals will be returned to the offeror only upon request and at the offeror's expense. Requests for return must be made no later than ten (10) business days after proposal opening.

1.1.3 Offerors must submit one (1) original, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the complete proposal response on a removable storage drive such as a thumb-drive.

1.1.4 Proposals will be opened publicly at 2:00 P.M. on October 16, 2017 but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

1.1.5 **Sealed Proposals Required:** Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.

1.1.6 If the offeror chooses not to submit a proposal, please return the *No Bid Response Page* and note the reason.

- 1.1.7 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda, amendments, and attachments as applicable. ***The Boone County Purchasing Department shall not be responsible for providing RFP addenda if the offeror has not been added to the official vendor list for this Request for Proposal.***
- 1.1.8 **Contact:** Any and all communication from vendors regarding specifications, requirements, competitive procurement process, etc. related to the RFP document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official proposal opening date.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for an **Detainee Telephone System** as set forth herein.
- 2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
 - 2.1.2.1 Instructions and General Conditions
 - 2.1.2.2 Introduction and General Information
 - 2.1.2.3 Scope of Services
 - 2.1.2.4 Proposal Submission Information
 - 2.1.2.4 Vendor Response/Pricing Page
 - 2.1.2.5 Boone County Terms and Conditions

2.2. Guideline for Written Questions:

- 2.2.1 All questions regarding this Request for Proposal shall be submitted in writing, **prior to the proposal opening** and no later than **5:00 P.M., Monday, October 9, 2017**. All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo, Senior Buyer. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo
Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

- 2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

2.2.3 **Timeline:** The County anticipates a contract award following evaluation of the proposal responses within **45 days calendar days** from the RFP opening date, although additional time may be necessary. The contractor shall be obligated to complete installation and training as described here in within **90 calendar days** from award of contract. These dates are provided for informational purpose and may change as requirements dictate.

2.3 Tour:

2.3.1 A tour of the Boone County Detention facility located at 2121 County Drive in Columbia, Missouri will be conducted to ensure that the offeror understands the requirements. The tour will start at 1:30 P.M. on Monday, September 25, 2017.

2.3.2 Offerors interested in submitting a proposal are strongly encouraged to attend the scheduled tour. While the County will make accommodation for offerors who are unable to attend the scheduled tour, offerors are advised that the County strongly encourages all offerors to attend the scheduled tour in order to minimize detention center scheduling disruptions.

2.3.3 Each offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, facilities, and/or any other existing condition, factor, or item that may affect or impact on the performance of service and equipment described and required by the requirements herein. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever.

2.3.4 To arrange a site visit at a time outside the scheduled tour, please contact the Buyer of Record, Liz Palazzolo at 573-886-4392.



3. SCOPE OF SERVICES

3.1. Project Description:

3.1.1 The County of Boone – Missouri, hereafter referred to as the *County*, seeks a qualified firm to provide for the furnishing, delivery and installation of hardware and software, including wiring and on-going system maintenance, for a **Detainee Telephone System** at the Boone County Detention Facility in Columbia, Missouri. The Detainee Telephone System (referred to as “system” herein) shall provide for local and long distance telephone service, and shall include a recording and monitoring system to record and monitor detainee calls.

3.1.1.1 The Detainee Telephone System shall be a complete turnkey telephone system with complete service and support.

3.1.2 **Objective:** The County wishes to contract for detainee telephone services that offer the lowest cost to detainees and to the County while also including system features that allow the County to administer necessary safeguards and protections suitable for a correctional setting. Proposals will be evaluated consistent with this objective.

3.2. Background Information:

3.2.1 **Background:** The system currently in operation at the Boone County Detention Facility (hereafter referred to as “facility”) is provided and operated by Securus Technologies using the current version of the Securus phone system.

3.2.1.1 The facility has a maximum of 246 beds and the average detainee population is 220.

3.2.1.2 There are four (4) housing buildings at the facility with a current total of twenty-six (26) detainee phones. There are two public use coin phones located in the lobbies. The facility has four (4) holding cells each equipped with a telephone that allows "free" calls to anyone local including bondspersons and family. There are eight (8) pair of visitation handsets that are not allowed to make external calls.

3.2.2 Additional information about the County of Boone – Missouri can be obtained from the following internet web site at:
<http://www.showmeboone.com>.

3.2.3 Historical Call Information: Call volume for the Boone County Detention Facility for the period January 01, 2017 through June 30, 2017 follows:

70,429 Completed Calls

388,261 minutes

Average call length 5 mins 30 seconds

3.2.4 Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

3.3 General Requirements:

3.3.1 Any item not specifically specified herein but that is otherwise necessary for the successful delivery and operation of the Detainee Telephone System shall be included by the offeror in the proposal response.

3.3.2 System Overview: The Detainee Telephone System shall be a complete turnkey system that shall consist of a minimum of twenty-six (26) detainee telephone units installed throughout the four housing buildings, and an additional (8) phones that shall be recording detainee visitation telephone units installed in the designated detainee visitation areas. Four (4) of the total number of phones shall be holding cell phones that should allow the detainee to make “free” local calls to anyone including bondspersons and family. In addition to system phones that will have recording-capability, there are two (2) public use coin phones, i.e., one (1) in each of two (2) public lobbies that must be provided and that do not have recording capability.

3.3.2.1 The contractor shall provide all wiring necessary for complete installation of all system components to make the system completely functional in accordance with all manufacturer recommendations. This shall include all wiring required to facilitate visitation recording and monitoring.

3.3.2.2 All system requirements shall apply to all calls placed through the telephone system including local calls. Calls within the Local Access Transport Area (intraLATA), calls outside the Local Access Transport Area (interLATA), interstate calls, and international calls. The contractor shall understand and agree that the County shall determine whether or not international calling will be allowed.

3.3.3 Each detainee telephone shall be connected through individual on/off switches located at each housing building control room. The contractor shall be responsible for on-going maintenance on all equipment installed for the length of the contract at no cost to the County.

- 3.3.4 The Detainee Telephone System shall provide all of the functions necessary to operate and control all features and related accessories. The contractor shall make every effort to provide a Detainee Telephone System that shall be sufficiently flexible to meet the requirements of the County.
- 3.3.5 Web-Based Interface: The Detainee Telephone System shall provide a web-based interface for administering the detainee phone system. Such interface shall include but not be limited to administrative rights control for adding, deleting and reporting on user activity, blocking numbers, PIN administration, call detail listings, and recording and playback of telephone calls. The interface shall also have the ability for the administrator of the system to monitor and report on user activities within the interface.
- 3.3.6 The Detainee Telephone System shall allow outgoing calls only.
- 3.3.7 System Features: The Detainee Telephone System shall allow detainee calls to be restricted to a maximum duration of fifteen (15) minutes. The Detainee Telephone System shall allow for County representatives to change the call duration limit by detainee PIN, specific telephone, or by group of Detainee Telephone System telephones. The duration may be increased up to thirty (30) minutes at the Detainee Telephone System's operator's discretion.
- 3.3.7.1 The Detainee Telephone System users, both detainee and called-party, shall be notified of the call time limit in advance of the system terminating the call.
- 3.3.8 As part of the Detainee Telephone System, the contractor shall supply one (1) text telephone (TTY) to the facility. The TTY must be compatible with system billing, recording, and monitoring the same as the regular detainee phone. In the event a better technological solution becomes available, the contractor shall advise the County for consideration of updated technology to assist the hearing impaired.
- 3.3.9 The Detainee Telephone System must require active acceptance by the called party.
- 3.3.10 The Detainee Telephone System shall include user prompts in English and Spanish in addition to other languages that may be requested by the County.
- 3.3.11 The Detainee Telephone System should have the ability to complete outgoing collect, prepaid debit, calling card, and called party credit card calls. For prepaid debit transactions, the end-users funds must be made available for use within fifteen (15) minutes after the funds have been received by the contractor.

- 3.3.12 Call Accounts: The contractor should have a program that will proactively attempt to set-up an account for individuals who are not able to accept collect calls, enabling families to quickly communicate with incarcerated individuals.
- 3.3.13 The contractor must notify the end user when the end user has reached 75% of its site or personal credit limit.
- 3.3.14 Toll Free Calls Required: The Detainee Telephone System shall be able to provide toll free calls to local phone numbers. This feature may be restricted to the "holding cell area only" of the detention facility.
- 3.3.15 Tracking Requirement: The Detainee Telephone System shall provide the capability to track and identify specific telephone numbers called by each individual detainee telephone, as may be required. The Detainee Telephone System shall provide the capability of monitoring and recording all calls, from both the detainee phones and visitation phones, made by each detainee, and it shall have the capability to screen calls to exclude attorney-client calls.
- 3.3.16 Recording Requirement: The recording system used in the Detainee Telephone System shall have the ability to fast forward and rewind recordings as necessary during the playback process. In addition, the recording system shall also have the ability to burn recordings to CD ROM, DVD, or other media.
- 3.3.17 Watch Status Notification: The live monitoring system used in the Detainee Telephone System shall have the ability to notify designated parties via email, pager and/or cell phone of calls made to specific telephone numbers that are under a watch status. The notified party must be able to monitor the specific call from a remote location via the internet.
- 3.3.18 Personal Identification Number (PIN) Requirements: The contractor shall understand and agree that PIN's will only be used if requested by the County. The following requirements shall apply regarding the Detainee Telephone System's use of PIN's:
- 3.3.18.1 The Detainee Telephone System must have the capability to assign PIN numbers at the time a detainee is booked.
- 3.3.18.2 The system should prevent duplicate PINs.
- 3.3.18.3 The County must be able to restrict calls based on the detainee's PIN. Restrictions shall include call duration, time of day, and destination numbers.

3.3.18.4 The Detainee Telephone System should provide a method of verifying the detainee's PIN to guard against fraudulent PIN use.

3.4 Fraud Management Requirements:

- 3.4.1 The Detainee Telephone System shall be able to detect, notify and prevent three-way or conference calls, except for calls to attorneys or other approved numbers.
- 3.4.2 The Detainee Telephone System shall prevent the detainee from receiving a second dial tone, or "chain-dialing."
- 3.4.3 The system shall detect any extra digits dialed by the detainee after the party has accepted the call.
- 3.4.4 The system shall have capability to allow the County to remotely survey detainee calls and be able to transfer specific calls in progress to County investigators.
- 3.4.5 The system shall brand each call with the name of the facility and the detainee placing the call.
- 3.4.6 The system shall continue to play the recording about the calls being subject to recording and monitoring at random intervals throughout the call.
- 3.4.7 The system shall guard against "Switch-hook" dialing and other fraudulent activities.
- 3.4.8 The Detainee Telephone System shall be configured where the detainee shall not be able to communicate with the called party until the call has been accepted by the called party, see also paragraph 3.6.3.
- 3.4.9 The system shall detect the difference between an accepted call, and an answering machine, busy signal, or other telephone activity.
- 3.4.10 The system shall allow call blocking of specific numbers by detainee PIN telephones, or group of telephones. The system shall be able to block access to an unlimited number of specific telephone numbers upon request.
- 3.4.11 The system shall also assign approved calling numbers according to detainee PIN.
- 3.4.12 The system shall permit the called party to block all future calls from a correctional facility such as the Boone County Detention Facility

- 3.4.13 The system must have the capability to temporarily suspend a detainee's privilege for placing a call and set a beginning and end date without the need to manually re-enable privileges.

3.5 Other Investigative Tools Requirements:

- 3.5.1 The Detainee Telephone System shall be equipped with a remote call-forwarding feature to those numbers that are under surveillance by the investigative unit. The feature shall allow authorized personnel to monitor a call, from any designated remote location, while the call is in progress. The call shall be automatically re-routed once the call is accepted by the called party and in progress. There cannot be any distance barriers to the retrieval process so the remote telephone number can be located within the facility, across the United States, or internationally.
- 3.5.2 The system must have the capability to move a detainee or group of detainees from one housing unit to another without the need to re-enter the information.

3.6 Call Acceptance Requirements:

- 3.6.1 The Detainee Telephone System shall alert the called party of the per-minute cost of the call prior to acceptance.
- 3.6.2 The system shall be configured so that the called party must actively accept the call.
- 3.6.3 The system shall be configured so that the detainee cannot communicate with the called party until the call has been accepted, see also paragraph 3.4.8.
- 3.6.4 System billing must not begin until the call is accepted.

3.7 System Security Requirements:

- 3.7.1 The Detainee Telephone System must have the ability to be programmed for auto shut-off at times designated by the County on a per telephone basis.
- 3.7.2 The system shall allow for County personnel to manually shut down the system in case of emergency.
- 3.7.3 The system shall be password protected to permit only appropriate facility personnel access to the system.
- 3.7.4 The system must have the capability to enable and disable any phone at the facility from any secured internet enable computer.

3.7.5 For security purposes, the system must be a centralized non-premise system that shall keep all records secure and not require the County facility to maintain the records.

3.8 Reports Requirements:

3.8.1 The Detainee Telephone System shall generate reports that state, at a minimum the following:

- 3.8.1.1 the date and time each call is placed;
- 3.8.1.2 the source of the call;
- 3.8.1.3 the telephone number called;
- 3.8.1.4 the date and time the call ends;
- 3.8.1.5 the duration of the call;
- 3.8.1.6 and a voice recording of all parties involved in the conversation.

3.8.2 The system shall have the capability to store calls in memory for a period of time sufficient to comply with any requirements of the Missouri Sunshine Law (Chapter 610 RSMo). At a minimum, the contractor shall retain records developed under the contract for the County for five (5) years.

3.8.3 Upon request, the contractor shall supply call detail reports to the County at no additional charge. The contractor may satisfy this requirement by providing a self-service web portal to the County for review of reporting data. The call detail report shall contain a variety of call information and be customizable to suit the County's needs.

3.8.4 Standard reports shall include at minimum:

- 3.8.4.1 Frequently Dialed Numbers;
- 3.8.4.2 3-Way Call Attempts;
- 3.8.4.3 and Call Volume by Telephone.

3.8.5 The system should either have the capability for the County to generate standard accounting/revenue reports. If the system does not have this capability, then the contractor shall provide system accounting reports upon request of the County in a format desired by the County. Reporting capabilities of the system shall satisfy County, state and federal reporting requirements applicable to detainee phone systems.

3.8.6 The contractor shall provide a secure hosted site that allows the County to access all calling activity within the facility via the internet/web at no cost. The hosted site must provide an interface that allows a facility to view call detail reports and it should allow facilities to open and/or view the status of system service tickets.

3.8.7 The system shall allow for real-time revenue reports that shall be made available through the internet and that outline all calls made from the

facility. Real-time revenue reports shall, at a minimum, break-out calls by specific call type for collect, prepaid and calling card calls.

- 3.8.8 The system must incorporate an on-line service reporting system whereby the County can submit service requests as well as monitor service ticket status and history.

3.9 Service & Maintenance Requirements:

- 3.9.1 The contractor shall provide on-going complete Detainee Telephone System hardware and software maintenance on-site directly or through an approved subcontractor. The contractor is allowed to also use remote monitoring, diagnostics and repair.

- 3.9.2 The contractor shall directly provide or arrange through the system manufacturer engineering and technical support to the County to help resolve any operational or service problems that may occur. The contractor shall provide a twenty-four-hour telephone number for emergency technical support. It is desired that the support number be toll-free.

- 3.9.3 Response Time: The contractor shall acknowledge receipt of a repair request from the County within two (2) hours of the request. The contractor shall send repair technicians on-site within twenty-four (24) hours of the request for minor system outages if the outage cannot be repaired remotely. The contractor shall send repair technicians on-site within four (4) hours of the request for major outages if the repair cannot be made remotely.

3.9.3.1 A minor outage shall be defined as the inability to originate calls from less than 20% of the stations served.

3.9.3.2 A major outage shall be defined as the inability to originate calls from 20% or more of the stations served.

- 3.9.4 Maintenance on Wiring Required: The contractor shall be solely responsible for providing wiring as necessary and for providing wiring maintenance at the facilities for the duration of the contract. The County must approve the wiring plans and installation.

- 3.9.5 Assigned Account Representative: The contractor must assign an account representative main contact person who shall be responsible for ongoing account management and support to the County.

- 3.9.6 Parts Requirements: The contractor shall maintain, directly or through the manufacturer, a complete stock of component parts for the system, both for repair and future system expansion, as may be required. Such parts shall include all electronic, electrical, and mechanical components, circuit boards, control modules and standard cabinet modules used as part of the Detainee Telephone System.

3.9.7 System Expansion and Upgrade: The contractor shall provide parts, materials, labor, and support necessary for repair, expansion, and upgrade of the Detainee Telephone System when new technology becomes available for the duration of the contract.

3.9.7.1 Repair parts shall be available for shipment on an expedited handling basis within 24 hours, 365 days per year, including weekends and holidays. The contractor shall provide a 24-hour telephone number for the handling of such orders.

3.9.7.2 System upgrades, including software upgrades should be provided free of charge to the County for the life of the contract.

3.10 Installation and Cut-Over Requirements:

3.10.1 Complete installation of the Detainee Telephone System including installation of all hardware and software shall be performed by the contractor, at no cost to the County. The contractor shall be responsible for interfacing the Detainee Telephone System with all necessary telephone service carriers (i.e., local, long-distance, and wireless service carriers) to make the system completely operational and functional.

3.10.2 The contractor shall provide and install detainee phone sets and the automated detainee call control system, and install the visitation recording sets and equipment for remote system access via the LAN and ensure that they are working properly. This installation shall be completed within ninety (90) calendar days after award of the contract.

3.10.3 If complete system installation cannot be completed within the ninety (90) calendar days as described above, then the contractor must propose an alternate installation schedule of events. Failure to state an alternate installation time in the proposal response shall obligate the contractor to complete installation within ninety (90) calendar days. The contractor and the County may mutually agree to extend system installation time when in the best interests of the County; such amendment to the installation time shall be accomplished by a written amendment to the contract prepared by the Purchasing Office on behalf of the Sheriff's Office.

3.10.3.1 Any delay in the implementation of the contractor's schedule that is directly caused by the County will result in a commensurate increase in the contractor's time allowance to complete installation, however, the contractor must submit a complete and detailed written schedule of necessary additional time required to complete installation given the delay to the Detention Director and the Services Captain.

3.10.3.2 The risk of loss and or damage to any equipment, hardware or materials used in the Detainee Telephone System shall be

assumed by the contractor during shipment, unloading and installation of all equipment, hardware and materials.

3.11 Call Monitoring & Recording Requirements:

- 3.11.1 The Detainee Telephone System shall maintain a minimum of one (1) year of call recording online for authorized County personnel to access as needed. In addition, the system shall allow for retention and access of call recordings for a minimum of five (5) years in order to ensure the Boone County Sheriff's Department's compliance with records retention requirements.
- 3.11.2 Facility personnel must be able to search call recordings by dialed number, date, time, detainee account, or site ID.
- 3.11.3 Facility personnel must be able to simultaneously listen to and record conversations.
- 3.11.4 Recordings must be backed-up for archival.

3.12 Training and Manuals Requirements:

- 3.12.1 The contractor shall provide on-site training to the County staff (20-25 individuals) for system administration, operation and reporting at no additional charge to the County.
- 3.12.2 The training shall be scheduled at a time mutually agreeable to the contractor and the County, but the contractor must understand and agree that the decision of the County is final given the County's goal to minimize the impact of training time on shift personnel and scheduling.
- 3.12.3 Training must at minimum cover the efficient operation of the Detainee Telephone System. All applicable training manuals and materials shall be provided by the contractor at no additional charge to the County.
 - 3.12.3.1 The training manual shall be clearly written and illustrated to instruct employees in the proper use of all installed features, including access to reporting capabilities of the system to include financial reporting. Drawings, photographs and/or screen captures should show the location of all operator controls. This training manual shall be provided in addition to all other system manuals furnished, e.g., owner's manual, etc.
- 3.12.4 The contractor shall provide a minimum of two (2) complete sets of the system operator's and owner's manuals to the Boone County Sheriff's Department at no additional charge in advance of system installation, in order to provide personnel with the opportunity to become familiar with the system.

3.13 Payment Requirements

- 3.13.1 The proposed system shall not allow calls that will result in charges to the County.
- 3.13.2 The proposed system shall provide a debit account for detainees' families and other approved parties.
- 3.13.3 All prepaid calls should be subject to the same restrictions and features as standard detainee calls.
- 3.13.4 The called party shall be informed of the per-minute cost of the call prior to accepting the charges, see also paragraph 3.16.1.
- 3.13.5 The contractor shall have a system in place that will allow detainee families and friends to set-up alternate billing methods directly with the contractor. Two of the methods the County would like to see offered follow:
 - 3.13.5.1 The contractor should have a system in place that will allow detainee families and friends to set-up an account directly with the Contractor;
 - 3.13.5.2 The contractor should allow customers to prepay for calls from the facility.

3.14 Equipment Requirements:

- 3.14.1 The contractor must provide all equipment necessary for the Detainee Telephone System that makes it a complete turnkey telephone system with complete phone service, and a web-based portal for County personnel to access system functions.
- 3.14.2 All equipment provided by the contractor for the Detainee Telephone System shall be of the highest professional quality and reliability, and comply with all applicable industry standards. All System equipment provided shall be new, in current production, and free of any defect (e.g. corrosion, scratches). Prototype or subset designs shall not be allowed. It is preferred that the System have been in production and continuous service in similar customer settings for a period of not less than one year. Any systems or system components with less than a one-year proven track record of satisfactory commercial performance shall be not acceptable under this specification.
- 3.14.3 All System equipment shall comply with all current Federal Communication Commission (FCC) regulations.
- 3.14.4 System design and construction shall be consistent with good engineering practices, industry standards and manufacturer recommendations. All

installation work shall be performed in a neat, professional, and craftsman-like manner.

- 3.14.5 The System shall have the ability, as authorized by the Sheriff's office, to monitor live or listen to previously recorded conversations from any web connection.
- 3.14.6 System software shall incorporate security level features and be password protected.
- 3.14.7 The System shall be scalable to meet the County's needs.
- 3.14.8 The contractor shall provide a backup power supply for the System at no cost to the County.
- 3.14.9 The contractor shall provide detainee telephones composed of durable, tamper-free equipment suitable for detention environments.

3.15 Warranty Requirements:

- 3.15.1 The contractor shall warrant that the Detainee Phone System shall operate in accordance with manufacturer recommendations and provide the County with reliable performance.

3.16 FEES, RATES, AND BILLING REQUIREMENTS

- 3.16.1 The Detainee Telephone System shall have the capability to inform the called party of the call cost prior to acceptance, see also paragraph 3.13.4.
- 3.16.2 All tariffs applicable to charged prices shall not exceed the actual tariffs as mandated by the Missouri Public Service Commission and the Federal Communications Commission (FCC) for all services.
- 3.16.3 The contractor shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
- 3.16.4 The contractor shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regard to its provisions of services under the contract.
- 3.16.5 The contractor's billing to called parties must include the contractor's information and a toll-free telephone number to resolve billing disputes.
- 3.16.6 Billing Time Requirements: Billing charges shall begin at the time of the call completion when the calling party is connected to the called party and shall be terminated when either party hangs-up. Incomplete call such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.

- 3.16.7 The contractor shall understand and agree that the County reserves the right to audit performance of the contract.
- 3.16.8 The contractor shall understand and agree the County's goal is to keep the costs to the users of the system as low as practicable while generating sufficient revenue to support the phone system services.

GENERAL OTHER TERMS OF CONTRACT:

3.17 Contract Term:

- 3.17.1 The initial contract term shall be for a period of five (5) years after date of award.
- 3.17.2 At the expiration of the initial contract period, the County will have the option of continuing the phone services at the same prices for a period of two (2) additional years in one-year increments.
- 3.17.3 Each optional year will require the County's approval for renewal.
- 3.17.4 The contractor shall understand and agree that any contract renewal is subject to appropriations being made available and budgeted for any County Fiscal Year, i.e., calendar year.
- 3.17.5 Following the 7th year of the contract, the contract will continue to renew at the same pricing on a month to month basis until 90 days written notice is given by either party.

3.18 Termination of Contract:

- 3.18.1 The obligation to provide further service under the terms of the resulting agreement may be terminated by the County upon ninety (90) calendar days written notice in the event of material breach by the Contractor to perform in accordance with the terms hereof, or any contract resulting from this RFP.
- 3.18.2 In the event that the County chooses to discontinue the contract either by termination or by not extending the contract, the contractor shall remove all its equipment from County facilities without charge to the County in a prompt and reasonable manner.
- 3.18.3 Service shall not be discontinued and equipment shall not be removed until another contractor has been acquired by the County.
- 3.18.4 The removal of equipment and disconnecting of service process will occur during the implementation of the new system with minimal interruption of service to the County facility. The incumbent contractor must cooperate with the new contractor during the implementation of the new system.

3.19 Transition:

- 3.19.1 Upon award of the contract, the contractor shall work with the County and any other organizations designated by the County to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the County at no additional charge to the County.
- 3.19.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the County to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the County.

3.20 Assignment, Transfer, Etc. Of Contract:

- 3.20.1 The contractor shall be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.21 Damage and Repair Liability:

- 3.21.1 The County shall have no liability to the contractor for fraud, theft, vandalism/damage or loss of the Contractor's equipment inflicted by the detainees or the public. All costs associated with repair shall be the responsibility of the contractor.
- 3.21.2 The contractor shall make all System repairs at its expense. The contractor shall make all reasonable efforts to ensure that the phone system is operational and repaired as quickly as possible, subject to requirements for repair response stated herein regarding minor and major system outages.

3.22 Installation/Disconnection:

- 3.22.1 The contractor shall be responsible for all costs of installation and/or disconnection throughout the term of the contract. The contractor shall furnish and install equipment, dedicated lines and any other item necessary to make service functional.
- 3.22.2 The contractor shall understand and agree that the incumbent contractor will remove all existing equipment, dialers and/or dedicated phone lines from the County facilities without charge to the new contractor.
- 3.22.3 In performing all services under the resulting contract agreement, the contractor shall comply with all applicable local, state and federal laws.

3.23 Patents and Copyrights:

3.23.1 The contractor shall hold harmless the County, its officers, and employees against all claims that machines or software supplied infringe a U.S. patent or copyright. The contractor further asserts that the equipment and software proposed do not infringe on any U.S. patent or copyright.

3.24 Insurance Requirements:

3.24.1 The contractor shall not commence work under the contract until the contractor has obtained all insurance required herein, and such insurance has been approved by the County; nor shall the contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

3.24.2 **Compensation Insurance** - The contractor shall take out and maintain during the life of the contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

3.24.3 **Comprehensive General Liability Insurance** - The contractor shall take out and maintain during the life of the contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by the contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

3.24.4 **Commercial Automobile Liability** – The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property

damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

3.24.5 Proof of Carriage of Insurance - The contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

3.25 INDEMNITY AGREEMENT:

3.25.1 To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

3.26 Contractor Employee Screening and Security

3.26.1 The contractor shall comply with the following screening and security requirements

3.26.1.1. Boone County requires all employees of the contractor be subjected to a fingerprint based Criminal Background Check. The Background Check for all contractor's employees will be administered by the Boone County Sheriff Department. This portion is to be coordinated with the Boone County Sheriff Department. The contractor MUST provide pedigree information for all employees. Also, ID badges may be issued as needed by the Boone County Sheriff Department.

3.26.1.2. Any subcontractors, if authorized by the Boone County Sheriff Department administrator or designee, must also pass a background check as described herein.

3.26.1.3 The Boone County Sheriff Department administrator or designee shall have the sole right, at any time, to reject any such employee who it determines, in its sole discretion, poses a risk or potential risk to the security or operations of the Boone County Detention Facility or Sheriff Department.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

4.1.1.1. Offerors must submit one (1) original, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the complete proposal response on a removable storage drive such as a thumb-drive.

- a. The offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201

- b. The proposals must be delivered no later than **2:00 P.M. on Monday, October 16, 2017**. Proposals will not be accepted after this date and time. Late proposals will not be opened, and will be returned only upon request at the offeror's expense if the request is received within ten (10) business days after the opening date.

- c. The package at a minimum should include a system overview and description, a detailed drawing of each user-accessed component with all controls identified, an itemized listing of the exact equipment being offered, a complete description of each applicable feature of the system, a manufacturer's data sheet for each major system component, and a complete list of options available for the system. Failure to submit a complete, detailed package shall be just cause for the proposal to be rejected as non-responsive. The offeror, by submitting a proposal response, certifies that the equipment list included with the proposal is complete and suitable for the equipment being offered, and that it is compliant with the intent of the specifications.

4.1.1.2. To facilitate the evaluation process, the offeror **MUST** organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. Failure to comply with this requirement may render the proposal unacceptable.

- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The signed response page from the original RFP and all signed addenda should be placed at the beginning of the proposal.
- c. The proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses shall fully describe how the service shall be performed and what hardware/software (if any) is required at the County to access the service.

4.1.1.3. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.1.2. Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

4.1.2.3. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit

supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. Evaluation and Award Process:

4.1.3.1. Boone County has selected an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. **Method of Performance** - Technology offering, system features, account support team, maintenance offered, proposed project plan, scheduling, and implementation with minimal interruption of service
- b. **Experience/Expertise of Offeror**
- c. **Financial Offering:** The ability to offer a system that provides revenues sufficient to operate and maintain the system while keeping the costs to the users of the system as low as possible.

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the offeror, if deemed necessary by the County. In addition, the offeror may be asked to make an oral presentation and demonstration of their proposed system at a designated Boone County location or other site. Attendance cost shall be at the offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.1.4. Evaluation:

4.1.4.1. Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

4.1.4.2. **Qualifications Statement/References:** The offeror shall provide the following information related to previous and current

services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.

a. **Company Experience:** It is highly desirable that the offeror have a minimum of five (5) years experience providing detainee phone services. Please provide an overview of the offeror's firm, including years and nature of experience in telephone business, ownership of the offeror's company, number of years in business, total number of employees, etc.

b. **References:** Please provide a list of five government agencies/municipalities (preferably County and preferably in Missouri) for whom the offeror's company has provided the telephone system (hardware and software) proposed in the offeror's proposal response. The list should provide a contact name, e-mail address, telephone number, address, length of time using the offeror's system and a brief description of the users' equipment and software configuration.

c. **Litigation History:** The offeror should identify on-going litigation or any litigation that the offeror has been involved with over the past three (3) years regarding detainee phone system services the offeror has performed for any customer. The offeror should provide sufficient detail about the litigation to help the County appreciate the nature and status without compromising confidentiality.

4.1.4.3. The offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.1.4.4. Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

4.1.4.5. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating.

4.1.4.6. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.

4.1.4.7. Each offeror must prepare a written response. The offeror is strongly encouraged to format and organize the offeror's proposal consistent with the specific RFP sections and numbered paragraphs, and respond clearly to each on an individual basis. Failure to comply may result negatively in the assessment of the offeror's proposal and failure to address any item may be interpreted as non-compliance. The offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

4.1.5 Rejection / Withdrawal of Proposals Response:

4.1.5.1. Rejection of Proposals The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the best interest of the County. The County will take into account evaluation factors set forth in the RFP.

4.1.5.2. Withdrawal of Proposals Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

4.1.5.3. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

4.1.6. Validity of Proposal Response:

4.1.6.1. The offeror agrees that proposal response shall remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

4.1.7. Terms and Conditions:

4.1.7.1. The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein shall become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County shall govern.



5. Response/Pricing Page

In compliance with this Request for Proposal (RFP) and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

5.1 The offeror must submit pricing for services in the Pricing section of the Offeror Response Pages that follow. As a turnkey operation, all quoted pricing for the detainee telephone services must include all costs for provision of hardware, software, materials, wiring, supplies, labor and support including travel necessary to make the detainee telephone system fully operational as described herein including recording and monitoring capabilities, as well as maintenance.

5.2 Attach a **Letter of Transmittal** to this page and place at the beginning of the proposal response. Included in the letter shall be a statement that identifies all materials and enclosures being identified in the proposal response. The letter of transmittal must be signed by the person who is authorized to contractually commit the offeror's organization.

5.3 **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name: _____
Organization: _____
Address: _____
E-mail: _____
Phone Number: _____
Fax: _____

5.4 OFFEROR'S EXPERIENCE, EXPERTISE AND RELIABILITY

The evaluation of the offeror's proposed experience and reliability shall be subjective based on the ability of the offeror to perform the requirements stated herein. Therefore, the offeror should present detailed information regarding their experience and reliability. The following information should be provided by the offeror in order to assist Boone County in the evaluation of the offeror's experience and reliability. The County reserves the right to use this information, including information gained from any other source, in the evaluation process.

Describe the offeror's history in providing detainee phone service and address the number of years(s) the offeror has been providing professional detainee phone services in the Missouri and national markets:

Address any litigation the offeror is currently involved in or has been involved in over the past three (3) years regarding delivery of detainee phone services:

OFFEROR'S REFERENCES

Company Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

Company Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment Furnished: _____

Availability of Reference: _____

=====

Company Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

5.5 PERSONNEL EXPERTISE SUMMARY

The offeror should identify the names and provide a brief description of the background, including educational degrees and certifications, of key personnel who will be assigned to perform under the detainee telephone service contract for the County. Identify the title the staff person will be assigned under the prospective contract and emphasize the expertise the person brings for consideration.

(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name) _____ (Title)	
2. _____ (Name) _____ (Title)	
3. _____ (Name) _____ (Title)	
4. _____ (Name) _____ (Title)	
5. _____ (Name) _____ (Title)	

5.6 In addition it is highly desirable that the offeror provide the following information related to the offeror's Experience, Expertise and Reliability:

1. It is highly desired that the offeror describe any billing disputes the offeror's company has with any users of the system for any reason; the offeror should provide enough detail without disclosure of the user's private information. The detail the County seeks should help the County understand the nature of the dispute, and the time it took to resolve it.

2. The offeror should provide a list of customers who have experienced detainee telephone system outages lasting longer than 24 hours while under a service agreement with the offeror:

3. The offeror should describe all patents the offeror's company holds or has developed, and in addition, should supply patent information for proposed equipment or software, where applicable to the detainee telephone system:

5.7 PRICING

The offeror must submit firm, fixed pricing for provision of Detainee Telephone Services as described herein. All quotations shall be considered firm and fixed. As a turnkey operation, all quoted pricing for the Detainee Telephone Services must include all costs for provision of hardware, software, materials, wiring, supplies, labor and support including travel necessary to make the Detainee Telephone System fully operational as described herein including recording and monitoring capabilities, as well as maintenance. The County shall assume that no other costs are to be charged if not identified by the offeror in its proposal.

All pricing must be firm, fixed for the duration of the contract, and in compliance with FCC and State of Missouri Public Service Commission regulations. No additional fees or pricing in excess of those shown below may be charged to users/called parties/detainees in excess of the pricing identified below **except** for the addition of applicable and current local, state, and federal fees/taxes. The offeror must understand and agree that if awarded the contract, no other fees or charges of any kind, including discretionary fees, shall be charged to users/called parties/detainees.

Proposal Preparation Costs: Any and all costs incurred by the offeror in preparing or submitting a proposal shall be the offeror's sole responsibility whether or not any award results from this RFP. The County shall not reimburse such costs.

The offeror shall provide firm, fixed pricing for the Detainee Telephone System pursuant to all requirements stated above in the available space provided as follows. All pricing shall comply with the identified "unit of measure." All per minute prices must be a whole number (i.e. fractions of cents such as \$0.075 must not be proposed). All prices must be within rules established by the Federal Communication Commission and the Missouri Public Service Commission, and shall apply regardless of the call being made intraLATA intrastate, interLATA intrastate, interLATA interstate, or for international calls.

Line Item	Description	Unit of Measure	Firm Fixed Price Per Each Minute
1.	Pre-paid Call / Debit Call	Minute	\$

Pre-paid and Debit Calls: The offeror must state the firm, fixed price per minute for pre-paid, and debit calls above. The price proposed for pre-paid and debit calls shall be exclusive of any and all local, state, and federal taxes/fees. Local, state, and federal taxes/fees may be passed on with no mark-up to the customer in addition to the per minute prices. The Price per minute for pre-paid and debit calls per minute shall include all set-up fees for all detainee calls. The firm fixed price per minute quoted shall be the same price for every minute for the entire duration of the phone call (i.e., the offeror cannot charge a higher rate for the first minute and lower rate for subsequent minutes, or vice versa). No other fees of any kind shall be charged with the exception of current and actual local, state, and federal fees/taxes.

Line Item	Description	Unit of Measure	Firm Fixed Price Per Each Minute
2.	Collect Call	Minute	\$

Collect Call: The offeror must state the firm, fixed price per minute for a collect call. The quoted price per minute proposed for a collect call shall be exclusive of any and all local, state, and federal taxes/fees. Local, state, and federal taxes/fees may be passed on with no mark-up to the customer in addition to the quoted per minute price. The collect call per minute price shall include all set-up fees for the detainee call. The firm fixed price per minute quoted shall be the same price for every minute for the duration of the entire phone call (i.e., the offeror cannot charge a higher rate for the first minute and lower rate for subsequent minutes, or vice versa). No other fees of any kind shall be charged with the exception of current and actual local, state, and federal fees/taxes.

Line Item	Description	Unit of Measure	Firm Fixed Price Per Each Transaction
3.	Automated Payment Fee Per Transaction	Each	\$

Automated Payment Fee: If the offeror charges a fee for a customer to make an automatic payment to an account, then the offeror must quote a firm fixed price per each transaction. If the offeror does not charge a fee for a customer to make an automatic payment to an account, the offeror must indicate "N/A" or "\$0.00" for line item 3. The automated payment fee shall include payment made by means of a credit card, debit card, and shall include all bill processing fees, including fees for payments made by interactive voice response (IVR), web or kiosk.

Line Item	Description	Unit of Measure	Firm Fixed Price Each Transaction
4.	Live Agent Fee Per Transaction	Each	\$

Live Agent Fee: If the offeror charges a fee for a customer to make a payment to an account through a live agent, then the offeror must quote a firm fixed price per each transaction. If the offeror does not charge a fee for a customer to make a payment to an account through a live agent, the offeror must indicate "N/A" or "\$0.00" for line item 4. The live agent fee shall mean a fee associated with the optional use of a live human operator in order to complete a transaction.

Line Item	Description	Unit of Measure	Firm Fixed Price Per Each Minute
5.	International Call	Minute	\$

International Calls: The offeror must state the firm, fixed rate per minute for international calls. The rates proposed for international calls shall be exclusive of any and all local, state, and federal taxes/fees. Local, state, and federal taxes/fees may be passed on with no mark-up to the customer in addition to the detainee's per minute prices. The firm fixed price per minute offered shall be the same for the entire phone call (i.e. cannot charge a higher rate for the first minute and lower rate for subsequent minutes.) The offeror shall not charge called parties and/or detainees discretionary fees in addition to the per minute rate for international calls, and local, state, and federal fees/taxes.

5.8 METHODOLOGY

1. **Implementation Plan:** The offeror should sequentially list and briefly describe the tasks or events proposed for the implementation of the required services. The offeror shall submit a complete and detailed schedule of the time-frame required for installation, utility coordination, training, cut-over and testing. The system must be installed in a manner and under a time-frame designed to minimize disruption of the normal functioning of the Boone County Detention Facility.

If no tasks or events are required, the offeror should provide a statement of readiness. For each task/event identified, the offeror should identify the number of days required to complete the task/event, the personnel proposed to perform the task/event, and the number of work hours for each person.

The implementation plan should identify their proposed approach to implement all aspects of the hardware and software identified herein. Specifically, the offeror should minimally address the implementation of the phones, wiring, managed access system, and geo-fencing technology.

"Completion Day" should be specified as a certain number of days from date of contract award until completion of the specific task and should be expressed as calendar days, not specific dates.

"Assigned Personnel" should be identified by name rather than project title unless such personnel are yet to be hired.

"Workhours" should indicate that time each assigned person will spend on the specific task.

Task or Event	Completion Day	Assigned Personnel	Work-hours
Effective Date of Contract	1	N/A	N/A

2. Address the offeror's ability to provide a Detainee Telephone System that integrates with the County's computer system and allows for Sheriff's Office personnel's ability to monitor and record calls.

3. Also address programming features that the proposed Detainee Telephone System has:

4. Indicate the ability of the system to identify:

a. Telephone number originating call: _____

b. Time of call: _____

c. Telephone number called: _____

d. Most frequently called numbers: _____

e. Length of call: _____

f. Identify numbers called from a specific telephone number:

g. Identify telephone numbers called by a specific detainee:

h. Alarm number status: _____

i. Alarm a telephone number and allow automatic recording of the call:

j. Multiple calls from different detainee phones to the same number:

5. Describe if the detainees will have the ability to call cell phones collect.

6. If prepaid service is offered, the offeror should explain how it works in detail.

7. The offeror should describe how an account can be set-up for users who are not able to receive collect calls.

8. The offeror should describe how the end user will be notified when the end user has reached 75% of its site or personal credit limit.

9. 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.

10. Identify the location of the service office responsible for the facilities, and its hours of operation.

11. The offeror should describe the proposed system's use of PINs, including Open PIN, Restricted PIN, and Closed PIN.

12. The offeror should state the minimum and maximum number of digits used in a PIN.

13. The offeror should provide a detailed description of how PIN's work, and provide a list of facilities where this feature has been implemented.

14. The County understands that there are industry patents in this area. The offeror should provide a description of the process deployed on the offeror's platform, and include a discussion of why the technical approach used provides the best three-way detection solution.

15. The offeror should describe how the proposed system prevents the detainee from using extra digits to dial-out of the Detainee Telephone System platform.

16. The offeror should describe how the proposed system prevents switch-hook dialing.

17. The offeror should describe how the proposed system detects the difference between an accepted call, an answering machine, busy signal, or other telephone activity.

18. The offeror should provide any other additional investigative tools, features, or creative solutions that might be available to the County.

19. Describe assistive technology applications for hearing impaired in addition to TTY's:

20. Indicate the proposed system's ability to be monitored from any personal computer with proper access permissions.

21. The offeror should describe the maintenance and quality assurance programs for equipment to be installed.

22. The offeror should describe the system user training program and include applicable training documents.

23. The offeror should identify its system's record-keeping features, and address how off-site records archive/back-up tasks will be performed

24. The offeror should describe the system's redundancy capacity for storing detainee phone calls.

25. Please describe the durability of system components of the detainee telephone system including parts and labor:

26. Identify and show the amount of work (using percentages) that will be subcontracted and the work/amount that the offeror's staff will perform directly:

27. The offeror should attach samples of call detail and other available standard reports.
 28. In addition the offeror should provide samples of the offeror's invoices to users/called parties/detainees.
 29. The offeror should also provide samples of reporting that's available from the offeror's web-accessible system.
 30. The offeror should address if customized reports are available, and if so, describe the reports and what, if any, additional charges will be assessed for the customized reports.
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"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

NOTE: THE OFFEROR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE OFFEROR DOES NOT WANT TO SUBMIT A BID

If the offeror does not wish to respond to this bid request, but would like to remain on the Boone County offeror list **for this service/commodity**, please remove form and return to the Purchasing Department by mail, email or fax.

Bid: 40-16OCT17 – Detainee Telephone System

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services.

Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.