

# **BOONE COUNTY, MISSOURI**

# **Request for Proposal #: 40-16OCT17 DETAINEE TELEPHONE SYSTEM**

# ADDENDUM #1 - Issued October 10, 2017

This addendum is issued in accordance with paragraph 2.2.2 of RFP# 40-16OCT17, Detainee Telephone System, and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum *should be acknowledged* and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

**NOTE:** *Revisions* to previously released RFP text are shown in *bolded and italicized* font in the Addendum. Added text is not italicized/bolded.

1. The proposal submittal deadline is extended:

FROM: 2:00 P.M. October 16, 2017 CHANGED TO: 2:00 P.M. Central Time October 24, 2017

Sealed proposals will be accepted until **2:00 P.M. Central Time on** *Tuesday, October* **24, 2017** in the Boone County Purchasing Office, 613 E. Ash, Room 109, Columbia, MO 65201.

- 2. Paragraph 1.1.1 is **REVISED** as follows:
  - 1.1.1 **Proposal Closing:** All proposals shall be **delivered before 2:00 P.M.,** Central Time, on *Tuesday, October 24, 2017* to:

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

- 3. Paragraph 1.1.4 is **REVISED** as follows:
  - 1.1.4 Proposals will be opened publicly at 2:00 P.M. on *October 24, 2017* but only the names of offerors will be read aloud at the proposal opening. Following

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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.

- 4. Sub-paragraph 2.1.2.6 is **ADDED** as follows:
  - 2.1.2.6 Attachments One, Two and Three
- 5. Paragraph 3.2.3 is REVISED as follows:
  - 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:

22,413 Completed Calls 213,565 minutes Average call length 9 mins 15 seconds

- 6. Paragraph 3.8.6 is **REVISED** as follows:
  - 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, *check and track a facility's commission data*, and it should allow facilities to open and/or view the status of system service tickets.
- 7. Paragraph 3.13.2 is **REVISED** as follows:
  - 3.13.2 The proposed system shall provide an account for detainees' families and other approved parties *to pay for phone calls*.
- 8. Paragraph title 3.16 is REVISED as follows:

### 3.16 FEES, RATES, COMMISSION, AND BILLING REQUIREMENTS

- 9. Paragraph title 3.16.7 is **REVISED** as follows:
  - 3.16.7 The contractor shall understand and agree that the County reserves the right to audit performance of the contract, *including all rates, fees and administrative costs charged or assessed under the contract. The contractor shall allow the County access to all records that the contractor maintains to support the contract.*
- 10. Sub-paragraphs 3.16.7 (a) through (f) are **ADDED** as follows:

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- a. The County reserves the right to independently investigate and/or audit the prices charged by the contractor to the users of the telephone system, as well as the calculation of commissions paid to the County, at the County's expense.
- b. The contractor shall maintain books, records, and documents of all costs, data, product information, allowances/credits or discounts that support pricing charged to users of the telephone system, and commissions paid to the County. The County or its authorized representative shall have the right to audit the books, records, and documents of the contractor.
- c. The contractor shall agree to cooperate and comply with any audit required by the County as may be compelled by any office of the County including the Boone County Commission, and any other local, state, or federal government office. The County must be afforded unrestricted and unlimited access to the contractor's records related to the contract during normal working hours. The date and time of the audit investigation shall be coordinated with the contractor, and shall be scheduled to the mutual agreement of the County and the contractor, although the contractor must guarantee and provide timely access as requested.
- d. Unless otherwise provided by applicable statute, the contractor from the effective date of final payment or termination hereunder, shall preserve and make available to the County for a period of three (3) years thereafter, at all reasonable times at the office of the contractor but without direct charge to the County, all its books, records, documents, and other evidence bearing on the costs and expenses of the services and supplies relating to contract work.
- e. The County's right to audit and access records as referenced above shall terminate at the end of five (5) years after the contract period and/or renewals have ended.
- f. The contractor shall include a "Right of Audit and Preservation of Records" clause in all subcontracts including all lower tier subcontractors for any portion of the work performed under the contract for the County. Should the contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to ensure the County's rights hereunder, the contractor shall be liable to Boone County for all reasonable costs, expenses and attorney fees which the County may have to incur in order to obtain an audit or inspection of the restoration of records which would have otherwise been available to the County from said persons under this clause. Such audit may be conducted by the County or its authorized representative.

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- 11. Paragraph 3.16.8 is **REVISED** as follows:
  - 3.16.8 The contractor shall understand and agree that the phone system will be provided consistent with the County's goal to keep the costs to the users of the system as low as practicable while generating sufficient revenue to support phone system services as well as recover administrative costs to the County for supporting the detainee telephone system. The County does not desire revenue in excess of recovering administrative costs associated with supporting the detainee telephone system.
- 12. Paragraph 3.16.8(a) is **ADDED** as follows:

13.6.8 (a) Note: The County has estimated that the portion of its administrative costs that it seeks recovery on from the detainee phone system is \$10,000.00 for FY2018, and thereafter that amount will be increased annually by the CPI index for the prior 12-month period as certified by the Missouri State Tax Commission.

- 13. Paragraph 3.16.9, and sub-paragraph (a) through (d) are ADDED as follows:
  - 3.16.9 The following requirements shall apply regarding the commission:
    - a. Real-time commission reports must be made available through the internet detailing total commissions earned for all types of calls completed through the system.
    - b. Commission: The contractor shall understand and agree that under no circumstances will the commission rate be adjusted lower than the rate agreed to at contact award, nor will the County be obligated to renegotiate any portion of the contract as a result of an increase to the commission rate.
    - c. Commissions shall be based on Gross Billed Revenue. Gross Billed Revenue shall be defined as total billable minutes without any allowances or deductions for fraud, line charges, equipment charges, bad debt, true-up fees, billing fees, local access fees, long distance fees, service fees or any other fees associated with the operation of the Detainee Telephone System.
    - d. The contractor shall understand and agree that the County reserves the right to audit collection procedures and commission computations, and to terminate the contract if repeated inaccuracies in either procedures or computations are revealed.
- 14. Paragraph 3.17.2 is REVISED as follows:
  - 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 *and commission* for a period of two (2) additional years in one-year increments.

15. Paragraph title 3.27 and paragraph 3.27.1 are ADDED as follows:

# 3.27 Records Requirement:

- 3.27.1 The contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by the contract, and enable the County to evaluate the performance of such services. The County shall have full and free access to such books and records at all times during normal business hours of the County, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the County shall have access to such records in the event any audit is required.
- 16. Paragraph 4.1.1.2 is **REVISED** as follows:

To facilitate the evaluation process, the offeror MUST organize their 4.1.1.2 proposal into distinctive sections that correspond with the individual evaluation categories described herein. The ordering of information should follow this sequence: Letter of Transmittal, Revised Response/Pricing Page (enclosed with Addendum #1) completed with offeror contact information (page 28), followed by subsequent pages in the Response/Pricing Page section of the RFP: Experience/Expertise/Reliability information, References, Personnel Expertise, Pricing, Methodology, etc. The offeror is strongly encouraged to also respond overtly to each paragraph in the Scope of Work (section 3) with a statement indicating "Complies" or "Understood and Agreed." Failure to comply with this requirement may compromise the subjective evaluation of the proposal and depending on the offeror's response, may render the proposal unacceptable. When evaluating a proposal, the County reserves the right to consider relevant information and fact, whether gained from a proposal, from the offeror's references, or from any other source. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

- Section 5. Response/Pricing Page is REPLACED in its entirety with "Revised Section 5. Response/Pricing Page" which is included with Addendum #1. Offerors must use "Revised Section 5. Response/Pricing Page" for submitting their response.
- 18. Sub-paragraph 4.1.3.1(c) is **REVISED** as follows:
  - 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, and satisfactorily compensate the County for administrative costs associated with supporting the detainee telephone system.

19. The County received the following questions and is providing the following responses:

a. Can the RFP be provided in Word format?

**Response:** Yes. Please request a Word format version of the RFP, and any addenda thereto, from the Buyer of Record.

b. Can the County supply a recent revenue report?

**Response:** Yes – see the answer to letter "c" below. See also revised paragraph 3.2.3 for call data (transaction volume) for the 6-month period spanning January 1, 2017 through June 30, 2017.

c. What is the gross revenue for the past 12-months?

**Response:** An annual average for gross revenue is approximately \$82,000.00.

Jan-\$7,412.98; Feb-\$7,154.96; March-\$7,082.12; April-\$6,792.13; May-\$6,320.80; June-\$5,957.92

d. Does gross revenue include "pay now" and "text to connect" calls?

### Response: Yes.

e. What are the current rates per minute charged to detainees and called parties by the current vendor?

**Response:** Please see link to current contract, and see also Attachment One to this Addendum.

The current contract and amendments may be viewed here:

Step 1: https://www.showmeboone.com/purchasing/bids/current-bids.asp

Step 2: Go to Bid Folder 40-16OCT17

Step 3: Look at 15-07APR09

f. Please provide the monthly ITS revenue and commissions reports for the last 12 months. Please provide a list of current fees charged. Please provide the last 12 months of call traffic data broken out by call type.

**Response:** Please see answer to above question.

g. Who is the County's current Jail Management System (JMS) provider?

**Response:** The current provider is Superion, which recently acquired Sun Gard (the original JMS contractor providing the HTE JALAN product). The County is using the Superion JMS One Solution product. The County is now involved in an upgrade to the new platform that should be completed the first quarter of 2018.

h. For the purposes of developing an interface for the PIN feature and for debit calling, please provide the name of the Jail Management System provider and contact information. If different, please provide the name/contact info of the vendor that provides your trust account software for inmate bank accounts.

**Response:** See the answer to the previous question for the answer to this question in part. Regarding contact information for the JMS and the inmate depository account, please see the following:

Superion Contact:	David Montville
•	Account Executive
	Public Safety & Justice Sales
	T: 407-304-3191
	C: 386-748-8822
	E: David.Montville@SunGardPS.com

CBM Contact: Matt Deroche 605-321-7117 Matt.Deroche@cbmmanagedservices.com

i. Who is the County's commissary provider?

**Response:** The current provider is Keefe Commissary Network LLC, and the County will be switching to CBM Managed Services shortly before the upgraded JMS system is put into service (first quarter of 2018).

j. Is the County currently using PIN debit through the commissary provider, and is this something that the County wants to do going forward?

**Response:** The County is not currently using PIN debit through the current commissary contractor, but the County intends to use PINS in the future as the detainees will need them to order from the commissary via the kiosk or phone system.

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k. Who owns the pay phones in the lobby? Will the successful provider be required to provide these?

**Response:** The lobby phones belong to the current telephone system contractor, Securus. The new contractor will have to supply the lobby phones. The County's preference is that the lobby phones accept debit/credit cards.

1. Is the commission paid on lobby phones usage?

Response: No.

m. Page 10, section 3.3.18 talks about how PINS will be used only if requested by the County. Does this mean that the County is not using PINS today?

Response: Currently the County is not using PINS, but plans to in the future.

n. Who is the current depository for detainee funds?

**Response:** Currently Keefe Commissary Network, LLC maintains detainee funds. In the future, CBM will perform this service.

o. When does the County plan to transition to CBM?

**Response:** The plan to transition to CBM is scheduled for the end of 2017 – beginning of 2018.

p. What current technologies are used by the Boone County Detention Center?

**Response:** Mostly paper, but the County will begin using kiosks and tablets for commissary services provided by CBM.

q. What brand of tablet will be used?

**Response:** CMB plans to use an ASUS tablet that uses Windows-based software.

r. It appears that the RFP does not request a commission. Is the County not interested in a Commission?

**Response:** See Revised Response/Pricing Page included with Addendum #1, and see revised paragraph 3.16.8 (point #11 herein).

s. Please confirm that the County is not seeking any compensation or commission, and that the pricing evaluation will be focused on the lowest rate per minute for detainees and consumers?

**Response:** See Revised Response/Pricing Page included with Addendum #1, and see revised paragraph 3.16.8 (point #11 herein).

t. Does the County currently use video visits? If not, will the County want video visits in the future?

**Response:** The County does not currently use video visits. In the future, the County is interested in seeing what can be offered for provision of video visits.

u. Is the County open to other value-added services not defined in the RFP?

**Response:** 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. If the offeror is aware of other services/products that allow the County to realize the stated goal, then the offeror may present them in the proposal for consideration. The offeror should clearly label the additional services/products as "optional," and should be wary of promoting the "value-added" services/products at the expense of satisfying base service requirements defined in the RFP.

v. Is the County using voice bio-metrics now?

### Response: No.

w. Is the current system wired with cut-off switches?

### **Response:** Yes.

- x. Are the eight visitor booths wired for recording?
- y. Response: Yes
- z. Are the switches manual?

**Response:** Yes, but it's anticipated that the new technology would lead to electronic switches.

aa. Is the current contractor's phone system equipment off-site?

**Response:** Securus, the current contractor, provides an on-premise solution that includes the following equipment: switches, power supply, phones, etc.

bb. What is the term "debit account" as used in paragraph 3.13.2?

Response: Please see revised text in revised paragraph 3.13.2 herein (point #7).

cc. Please confirm that the County wants responses organized using the structure laid-out in the forms in Section 5, pages 28-41.

**Response:** Please see revised text in revised paragraph 4.1.1.2 herein (paragraph 15).

dd. Since all other portions of the RFP are addressed in Section 5, please confirm that it is not necessary to provide a separate "point-by-point" response to other pages in the RFP.

**Response:** It is not necessary to provide detailed responses to each paragraph in section 3, the Scope of Work, however the offeror is encouraged to indicate "Complies" or "Understood and Agreed" as a response to each paragraph. Detail is necessary in order to evaluate the offeror's proposed methodology, but the offeror can accomplish this by answering the questions in the "Response/Pricing Page" portion of the RFP, section 5. Failure by the offeror to provide sufficient detail in their response to allow the County the ability to understand and assess the offeror's proposal is solely the offeror's responsibility.

ee. On RFP page 23, item 4.1.1.2. states that "to facilitate the evaluation process, the offeror MUST organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein." It appears that you mean item 4.1.3.1. ("Method of Performance," "Experience/Expertise of Offeror" and "Financial Offering"), because these correspond to parts 3.1 to 5.7, but does it also include the ones item 4.1.4.2 ("Qualification Statement/References with subcategories "Company Experience," "References," and Litigation History")? If it includes the ones under item 4.1.4.2, there appears to be two places for references. Please clarify,

**Response:** Please see the response to question "cc" above, and also see Revised paragraph 4.1.1.2 (point #16 herein).

ff. Can the County provide a list of conference/tour attendees?

Response: Yes, included with Addendum #1.

gg. Is commission being paid on interstate calls?

Response: No, per FCC ruling.

hh. What is the current contractor paying as the commission to the County?

**Response:** 53% on gross revenue on collect calls and 35% for prepaid calls.

ii. Please provide a copy of all current contract and amendments pertaining to inmate phones.

The current contract and amendments may be viewed here:

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Step 1: https://www.showmeboone.com/purchasing/bids/current-bids.asp

Step 2: Go to Bid Folder 40-16OCT17

Step 3: Look at 15-07APR09

jj. Please provide commission statements from the last six months.

# **Response:** See Attachment One

- kk. Will the County please outline the fees that are being charged by the current vendor for the following (response is in blue font):
  - Bill Statement Fee: None
  - Prepaid Account Funding Fee via Web: \$3.00
  - Prepaid Account Funding Fee via IVR: \$3.00
  - Prepaid Account Funding Fee via Live Operator: \$5.95
  - Fees for Instant Pay Calls: None
- II. On page 18 of the RFP, item 3 .14.7 states that "the System shall be scalable to meet the County's needs." To properly gauge the scope of scalability needed, please indicate what the County's expectations are regarding growth.

Response: At the current time the County does not anticipate any growth.

mm. What is the average stay for inmates?

Response: 54% less than 4 hours 81% less than 3 days 94% less than 60 days

nn. How many inmates are booked per day, on average?

**Response:** In 2016, Boone County booked in a total of 5,911 detainees, which averages to 16.2 daily.

oo. How long do inmates stay in bookings?

# **Response:** Less than 4 hours.

pp. Please provide the location of the phone room(s) where our equipment will go.

Response: See Attachment Two.

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qq. Please provide a pod layout, with the number of inmates per pod/housing unit.

**Response:** See Attachment Two.

<u>A-Pod</u> 4 Temporary holding cells - unknown # detainees Ad Seg 4 detainees - 1 phone

B-Pod	#Det:	ainees - Phone(s)
B108	21	2
B110	12	1
B117	12	1
B126	12	1
B133	12	1
B139	20	2
C102	24	2
C106	8	1
C112	8	1
C120	8	1
C129	12	1
C136	8	1
C145	10	Ĩ
D105	12	1
D118	12	1
D123	10	1
D134	9	1
D140	12	1

rr. Are there any uninhabited housing units?

### Response: No.

ss. Do you have any planned demolition or facility expansion within the period of this contract?

### Response: No.

tt. Would the facility allow the awarded vendor to use dark fiber that has already been installed?

Response: The County does not own the dark fiber so it depends on the owner.

uu. On page 24 of the RFP item 4.1.2.2, states that" the County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial

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evaluation phase." Please clarify "highest rank." For example, would it be the top two?

**Response:** The County chooses not to limit its options and say at this time that negotiation may be limited to the top two, three, etc. scoring vendors. It depends on the nature of the proposals submitted.

vv. Regarding the evaluation criteria on page 25 of the RFP, item 4.1.3.1, please clarify how these criteria are weighted. Will points be assigned to them? Will the County take an average of the evaluators scores or will the scores be added together to arrive at a lump sum total?

**Response:** The County's evaluation will take into consideration the identified evaluation criteria, and conduct an objective and fair evaluation of proposals. The evaluators may choose to assign individual points or to average points, or to conduct the evaluation using some other scoring method. Regardless of approach, the methodology will be consistently and fairly applied to all offerors in scoring proposals.

ww. Do you currently have an inmate communications contract outside your phones and video for inmate messaging, grievances, requests, commissary ordering, and inmate kiosks?

**Response:** The County contracts with CBM Managed Services for commissary services that includes kiosks (contract #02-25MAY16).

xx. Please provide a copy of your inmate communications contract for inmate messaging, grievances, requests, commissary ordering, and inmate kiosks.

**Response:** The current commissary contract and amendments may be viewed here:

Step 1: https://www.showmeboone.com/purchasing/bids/current-bids.asp

Step 2: Go to Bid Folder 40-16OCT17

Step 3: Look at 02-25MAY16

yy. Would the County consider scheduling a mandatory live product demonstration as part of your evaluation criteria?

Response: No.

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zz. Will multiple financial offers be permitted? If so, how will the multiple offers be evaluated?

**Response:** See the Revised Vendor/Pricing Page of this Addendum. The multiple offers will be evaluated consistent with evaluation critieria stated in the RFP.

aaa. Given the current FCC stay, is the County more interested in retaining commissions or moving to lower/no commissions with a possible cost-recovery element?

**Response:** See revised paragraph 3.16.8 (point #11 herein) and the Revised Vendor/Pricing Page of this Addendum.

bbb. Can the attendance list of vendor attending the pre-proposal conference and tour be made available?

**Response:** See Attachment Three to this Addendum.

ccc. Does the incumbent inmate phone provider currently take any deductions from commission revenue? If so, what are the deductions and how much?

**Response:** \$.25 per call is deducted from commission revenue for Threads (investigative tool).

ddd. How many free calls are inmates given?

**Response:** Free calls are provided in the holding cells in A-Pod. All holding cells should provide free "local" calls.

By:

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

OFFEROR has examined Addendum #1 to Request for Proposal# 40-16OCT17 – DetaineeTelephone System, receipt of which is hereby acknowledged:

Company Name:		
Address:		
Phone Number:	Fax Number	:
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E-mail:	
Authorized Representative Signature:	Date:
Authorized Representative Printed Name:	

# 5. <u>Revised Response/Pricing Page</u>

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 Se	ocial 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**

State:

\_

Organization Name:	
City:	
	shed:
Availability of Reference:	
Organization Name:	
Contact Name:	
City:	
Telephone Number and Area Code:	
E-mail Address:	
Availability of Reference:	
City:	
E-mail Address:	
Description of Equipment/Services Furnis	hed:
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Availability of Reference:

### 

Organization Name:	
Contact Name:	
Contact's Title:	
City:	
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.			
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(Name)

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	(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:

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2. 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. <u>Response/Pricing Page</u>

The offeror must respond to both Part One and Part Two Pricing.

Part One Pricing: Administrative Costs Recovery Commission And Associated Rates

Pricing submitted under Part One shall be paired with provision of an Administrative Costs Recovery Commission paid to the County. The offeror's pricing shall be based on the following information:

Note: For purposes of preparing proposal responses, the County has estimated that the portion of its administrative costs that it seeks recovery on from the detainee phone system is \$10,000.00 for FY2018, and thereafter that amount will be increased annually by the CPI index for the prior 12-month period as certified by the Missouri State Tax Commission.

The County spends approximately \$10,000.00 per year supporting the detainee phone system's operation at the County Detention Center. This includes the costs of management of the system at the detention facility as well as responding to outside requests. It does not include costs associated with tasks/requests of the Prosecuting Attorney's Office, or other detective/investigator costs.

Pricing submitted shall be for provision of a phone system consistent with the County's goal to keep the costs to the users of the system as low as practicable while generating sufficient revenue to support phone system services as well as recover administrative costs to the County for supporting the detainee telephone system. The County does not desire revenue in excess of recovering administrative costs associated with supporting the detainee telephone system.

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.

<u>No additional fees or pricing in excess of those shown below</u> may be charged to users/called parties/detainees in excess of the pricing identified below <u>except</u> 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.

<u>Proposal Preparation Costs</u>: 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 <u>must not be proposed</u>). 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 instrastate, or for international calls.

# Line Item 1: Administrative Costs Recovery Commission:

The offeror shall quote a single, firm and fixed commission that covers all calls that shall be paid on a monthly basis based on all gross revenue from all calls transacted using the detainee telephone system:

\_\_\_\_\_%

Line		Unit of	Firm Fixed Price Per
Item	Description	Measure	Each Minute
2.	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
3.	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.

			Firm Fixed Price
		Unit of	Per Each
Line Item	Description	Measure	Transaction
A	Automated Payment Fee	Each	¢
4.	Per Transaction	Each	Φ

**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 4. 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.

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

**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 5. The live agent fee shall mean a fee associated with the optional use of a live human operator in order to complete a transaction.

		Unit of	Firm Fixed Price
Line Item	Description	Measure	Per Each Minute
6.	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.

# Part Two Pricing: Offeror-Defined Commission And Associated Rates

# The offeror is encouraged to provide one other commission/rate pairing that the offeror believes may benefit the County. All costs to the County and to users of the telephone system must be specifically identified/priced or built into quoted 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.

All additional fees/pricing in excess of those shown below and in addition to applicable and current local, state, and federal fees/taxes must be identified in the proposal. The offeror must understand and agree that if awarded the contract, and in the absence of any other fess or charges being identified below, then no other fees or charges of any kind, including discretionary fees, shall be charged to users/called parties/detainees in the resulting contract.

<u>Proposal Preparation Costs</u>: 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 <u>must not be proposed</u>). 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 instrastate, interLATA interstate, or for international calls.

# Line Item 7: Commission:

# The offeror shall quote a commission that covers all calls that shall be paid on a monthly basis based on all gross revenue from all calls transacted using the detainee telephone system:

%

Line		Unit of	Firm Fixed Price Per
Item	Description	Measure	Each Minute
8.	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.

		Unit of	Firm Fixed Price
Line Item	Description	Measure	Per Each Minute
9.	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
10.	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 10. 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.

		Unit of	Firm Fixed Price
Line Item	Description	Measure	Each Transaction
11	Live Agent Fee Per	Each \$	¢
11.	Transaction		2

**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 11. The live agent fee shall mean a fee associated with the optional use of a live human operator in order to complete a transaction.

		Unit of	Firm Fixed Price
Line Item	Description	Measure	Per Each Minute
12.	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 <u>METHODOLOGY</u>

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. Address programming features that the proposed Detainee Telephone System has:

4.	Indicate t	he ability of the system to identity:
	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 i	f the detainees will have the ability to call cell phones collect.

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- 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.

31. The offeror should address the following details about the commission:

- a. Explain in detail the method used to calculate revenue that will be paid to the County as commission:
  - b. Describe and provide sample reports showing the calculation of the commission:
  - c. Describe and provide sample reports that will enable the County to audit the calculation of the commission:
  - d. Address if and how uncollectible revenue impacts calculation of the commission:

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e. Describe whether or not the offeror has had any commission disputes with any of its customers, and address the status of resolution:

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