



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

**BID #:** 18-0084

**Request for Proposal:** [INMATE PHONE SYSTEM 2019](#)

**Date Issued:** 11-30-2018

PROPOSALS SHALL BE ACCEPTED UNTIL: THURSDAY, DECEMBER 27, 2018, AT 2:00 P.M. LOCAL TIME.

**Specification Contact:**

**CAPTAIN ANDY SIDES**  
Jefferson County Sheriff's Office  
636-797-5538  
asides@jeffcomo.org

**Contract Contact:**

**VICKIE PRATT**  
Department of Administrative Services  
636-797-5380

**Mail (3) Three Complete Copies With Vendor And Proposal Information As Shown In Sample:**

<b>SAMPLE ENVELOPE</b>	
<i>VENDOR NAME</i>	
<i>VENDOR ADDRESS</i>	
<i>CONTACT NUMBER</i>	<b>DEPARTMENT OF THE COUNTY CLERK</b>
	<b>JEFFERSON COUNTY MISSOURI</b>
	<b>729 MAPLE ST / PO BOX 100</b>
	<b>HILLSBORO MO 63050-0100</b>
<b>SEALED PROPOSAL: (PROPOSAL NAME)</b>	

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional one-year terms with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Contract Term:**  
**FIVE YEAR CONTRACT WITH TWO ONE YEAR RENEWAL OPTION UPON APPROVAL OF THE COUNTY COUNCIL AND COUNTY EXECUTIVE**

**Vendor Information:**

<b>Company Name</b>	<b>Authorized Agent (Print)</b>	
<b>Address</b>	<b>Signature</b>	
<b>City/State/Zip Code</b>	<b>Title</b>	
<b>Telephone #</b>	<b>Date</b>	<b>Tax ID #</b>
<b>E-mail</b>	<b>Fax #</b>	

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### **\*REQUIRED DOCUMENTS\***

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.  
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**
- Or**
- 2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

**\*BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

## PROPOSAL REQUIREMENTS

**Bidder shall initial all pages and return where the Bid Document denotes**

**“BIDDER”S INITIALS: \_\_\_\_\_”**

**A. DEFINITIONS:**

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

**B. PROPOSAL SUBMISSION:**

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

**C. BASIS OF PROPOSAL AWARD:**

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

**D. PROPOSAL PREPARATION:**

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

**E. MODIFICATION OR WITHDRAWAL OF PROPOSALS:**

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

**F. LATE PROPOSALS:**

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

**G. BID DEPOSITS/BONDS:**

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

**H. MATERIAL AVAILABILITY:**

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

**I. ALTERNATE PROPOSALS:**

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

**J. INCORPORATION OF DOCUMENTS:**

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

**K. ADDENDA:**

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**L. INSURANCE:**

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

**A. ( X )Required ( ) Not Required      **Comprehensive General Liability Insurance****

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

**B. ( X )Required ( ) Not Required      **Professional Liability Insurance****

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

**C. ( X )Required ( ) Not Required      **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287**

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

**M. PROPOSAL OPENINGS:**

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

**N. PROPOSAL TABULATIONS:**

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org), under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

**PROPOSAL FORM AND CONTRACT**

**A. PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

**B. TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

**Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**

**C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

**D. PRICE:**

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

**E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

**F. NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

**H. INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

**I. WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**J. PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**K. CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**L. DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**M. RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo., Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**N. SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

**O. CHOICE OF LAW:**

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**P. TERMINATION:**

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**
4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
  - a. If supplier fails to deliver the items required by the contract within the time specified; or
  - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
  - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**Q. NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

**R. CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**S. COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

**T. ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**U. SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

**V. APPROVAL:**

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

**W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate: [ ] Individual: [ ] Partnership: [ ] Corporation.

Incorporated in the State of \_\_\_\_\_.

**X. LITIGATION:**

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

**Y. LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT [WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG) LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION**  
**CONTACT**

**CAPTAIN ANDY SIDES – JEFFERSON COUNTY SHERIFF’S OFFICE**  
**636-797-5538**

## **AFFIDAVIT OF WORK AUTHORIZATION**

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo., definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to \_\_\_\_\_ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo., I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to \_\_\_\_\_ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

---

Authorized Representative's Signature

---

Printed Name

---

Title

---

Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

---

Signature of Notary

---

Date

## **AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

### **CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

---

Authorized Business Entity  
Representative's Name  
(Please Print)

---

Authorized Business Entity  
Representative's Signature

---

Business Entity Name

---

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

# SPECIFICATIONS

The Jefferson County Sheriff's Office is seeking proposals for the "Inmate Phone System" at the Jefferson County Sheriff's Office Jail. The Sheriff's Office has had a long-standing contract with Securus and is re-bidding the phone and video visitation system for the entire jail. If the award goes to an organization other than Securus, the organization will coordinate the installation of new equipment, and the removal of equipment with Securus. The new system will start March 1st.

The Sheriff's Office awards contracts on the best proposal. Specifically, and for the proposal, the review team will strongly consider the organization's transparency with other Missouri Customers. Complex billing for inmates, their families, the Sheriff's Office, or other measures in an attempt to hide profits or funds will be rejected. Throughout the facility, the jail has the following phones:

Lower	5 phones	5 video kiosk
Upper	6 phones	6 video kiosk
Dorm 3	5 phones	2 video kiosk
Dorm 2	4 phones	2 video kiosk
Dorm 1	4 phones	2 video kiosk
Holdover	2 phones	
Holdover cells	1 in 209 1 in 210	
Video Visit	2 phones	2 video kiosk
<b>TOTAL</b>	<b>30 phones</b>	<b>19 video kiosk</b>

## 1.0 SCOPE/INTENT

The County is requesting sealed proposals for a fully operational, flexible, secure and reliable inmate telephone system. The provision of inmate phone service and the quality and reliability of service are a high priority.

Suppliers offering a proposal in response to this RFP shall be responsible to submit technical solutions based on their programs that meet or exceed the goals and objectives set forth herein.

## 2.0 Project Information

The Inmate Telephone System must support inmate calling at all of the following facilities. See below for quantities of required and/or desired ITS equipment at each facility.

JEFFERSON COUNTY SHERIFF  
510 1<sup>ST</sup> STREET  
HILLSBORO, MO 63050  
6356-797-5000  
Average Daily Population: 340

<b>Equipment</b>	<b>Quantity</b>	<b>Required or Desired?</b>
Standard inmate telephones	XX	Required
Visitation phones (monitored/recordered)	X	
Pay (coin) phones		
TDD/TTY devices	X	
Cart phones		
Hands-free inmate phones		
Portable cordless phones		
Enclosures		
Pedestals		
Workstations with printers		
Laptop computers		
Inmate kiosks	X	
Handheld devices		
Cell phone detection devices	X	
Video Visitation	X	

## **2.1 SCHEDULE OF EVENTS**

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFP to the contract award:

<u>Event</u>	<u>Date</u>
<b>RFP Issuance</b>	<b>11-30-2018</b>
<b>RFP Questions Due</b>	<b>12-18-2018</b>
<b>Pre-proposal Conference</b>	<b>12-6-2018 (Located at 501 1<sup>st</sup> Street, Second Floor Conference Room).</b>
<b>Proposal Due Date</b>	<b>12-27-2018</b>
<b>Proposal Evaluation Completed</b>	<b>TBD</b>
<b>Contract Signed</b>	<b>TBD</b>
<b>System In Service</b>	<b>TBD</b>

The County reserves the right to change the schedule of events, as it deems necessary. In the event of a major date change, known participants will be notified. The County also reserves the right to issue addenda to the RFP up to seven (7) days before the proposal due date to clarify the requirements and respond to bidder questions. Vendors shall acknowledge receipt of all addenda in their proposals.

## **2.2 PROPOSAL FORMAT**

**To enable the Selection Committee to fairly evaluate each proposal, each bidder shall use the following proposal format:**

*Cover Letter*  
*Table of Contents*  
*Executive Summary*  
*Point-by-Point RFP Response*  
*Commission Offer Form*  
*Rate Information*  
*References*  
*System Information Attachments or Exhibits*

NOTE: If information submitted in this RFP response is marked appropriately as confidential and is later sought for public disclosure, the County will not immediately disclose such information, but instead will notify the proposer and allow reasonable opportunity for the proposer to defend the claim that such information is confidential and exempt from disclosure under the Freedom of Information Act and applicable state and local laws. The defense of such claims will be solely the responsibility of the proposer.

## **2.3 CONTRACT PERIOD**

Any contract awarded as a result of this RFP shall remain in effect for a period of sixty (60) months from date of installation. Upon expiration of the initial term, this agreement may be renewed for up to two (2) consecutive additional one (1) year terms, provided both parties mutually agree in writing. Notice to extend under this provision shall be provided to the contractor no less than sixty (60) days prior to the expiration date.

## **2.4 AWARD**

A selection committee shall evaluate all proposals submitted to this RFP. The award will be based on general criteria, as outlined in paragraph 2.6 of this RFP. After an initial screening process, the Vendor may be asked to make an oral presentation of its proposal. All arrangements and scheduling shall be coordinated by the RFP contact.

The County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation.

The County reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon the Vendor nor obligates the County in any manner. The County reserves the right to award no Agreement and to solicit additional offers at a later date.

## **2.5 SELECTION CRITERIA**

<b>RELEVANT EXPERIENCE AS PRIME CONTRACTOR....</b>	<b>20%</b>
<b>FINANCIAL PROPOSAL.....</b>	<b>25%</b>
<b>PROPOSED SOLUTION.....</b>	<b>35%</b>
<b>OPTIONS OFFERED.....</b>	<b>10%</b>
<b>OVERALL BENEFIT TO COUNTY.....</b>	<b>10%</b>

## **2.6 INSTALLATION REQUIREMENTS**

1. Turnkey Installation – Proposer shall be responsible for all costs associated with the inmate telephone system, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day- to-day operation. The County shall have no responsibility for any costs associated with the system.
2. Proposer is responsible for determining all wiring and software requirements; costs associated with the conversion of service from current inmate telephone system providers to the successful new service provider. Successful proposer shall coordinate all details of switching out services with the current vendor.

## **2.7 SERVICE AND SUPPORT REQUIREMENTS**

1. Successful Contractor shall be responsible for maintenance support on a twenty-four (24) hour, seven (7) day per week basis.
2. **Describe**, in detail, your company's service and maintenance program. Include remote programming, diagnostics, downloading and trouble-shooting. Describe how the phones are polled, how often, and what information is gathered during remote diagnostics.
3. Wherever "**Maintenance**" is specified in this section, it shall mean "**Software and/or Hardware and/or other telephone equipment Maintenance, Support and repair and/or replacement requirements**".
4. All costs for maintenance, support, repair of all software and equipment will be borne by the successful proposer, and will not be deducted from any commissions.
5. During the term of any contract awarded as a result of the RFP, successful proposer agrees to provide maintenance to diagnose problems, determine proper solutions and provide:
  - i. The implementation of any required solutions, changes, modifications, updates or other services which are necessary to allow the Software, Hardware and any other telephone equipment to perform in accordance with the specifications as set forth in the RFP
  - ii. Upgrade the Software and/or hardware to its required performance standards as required in the RFP

- iii. Telephone support shall be available to accept calls regarding maintenance twenty-four (24) hours a day, seven (7) days a week. Describe the location of your technical services call center(s), and indicate whether, and under what circumstances, a maintenance call from the facility will ever be answered by a service representative located outside of the United States.
  - iv. Successful proposer shall respond to a telephone request for maintenance immediately after the initial notification by a full time, certified, on-site representative, provided for and funded by the Vendor
6. Telephone support shall be available to accept calls from inmate call recipients (friends/family) regarding customer service, billing, and prepaid account setup and funding twenty-four (24) hours a day, seven (7) days a week. Describe the location of your customer service call center(s), and at no time, and not for any reason, will a customer service call from an inmate call recipient ever be answered by a service representative located outside of the United States.

## **2.8 CALL RATING AND COMMISSION ACCOUNTABILITY**

- 1. A copy of current rates shall be on file with the County. County must be notified, in writing, of any proposed increases or decreases in the rates charged. County **MUST** approve increases/decreases in rate(s) prior to any change.
- 2. Call rates must be per minute based and the price for the first minute of a call made by an inmate must be the same for each subsequent minute. If the first minute is rated at \$.21, then each subsequent minute will also be rated at \$.21. There will be no accommodation for different rates for different minutes of an inmate call. County will receive commission on every minute of every call. Any violation of this policy shall be grounds for cancellation, without penalty, of any agreement executed as a result of the RFP.
- 3. Any change in Tariff (Increase or Decrease) which is not approved by the County in writing in advance of the change shall be grounds for termination of the contract.
- 4. The commission offered to the County shall be based on total gross revenues, with no deductions for fraud, bad debt, uncollectible, unbillable calls. No deduction shall be made for any cost of providing the service described.
- 5. Commissions shall be paid on all call types: Collect, Direct Billed, PrePaid Collect, Advance Pay, Debit and Debit Card, Interstate Calls, Intrastate Calls, Local Calls, and International Calls
- 6. Commissions shall be paid **MONTHLY** and **MUST** be accompanied monthly by an inmate telephone commission and summary report which shall include, at a minimum, the following information:

Date of Report  
Time Period Covered  
Total Number Calls  
Total Number Minutes  
Total Gross Revenue (as defined above)

Such payment shall arrive no later than 45 days following the calendar month for which commissions are being paid. Any commission payment that arrives without supporting audit

paperwork (commission and summary report) shall be grounds for cancellation, without penalty, of any agreement executed as a result of the RFP

7. Failure to pay accurate commissions on a regular, monthly basis shall be grounds for cancellation, without penalty, of any agreement executed as a result of the RFP
8. The County will not accept or consider any Technology Grants or Signing Bonuses as a part of the Vendors financial offer. Further, if the Vendor is offering a Minimum Annual Guarantee (MAG), the proposed MAG must be the same or greater for all years of the contract and any extension periods.
9. Proposer must provide an alternative billing option to called parties who are categorized as unbillable by virtue of their selection of an alternative local carrier for service. System proposed MUST permit the first call attempt to complete and must provide the called party with immediate access to live customer service representatives for account setup. Such access must be accomplished by pressing a single key on the called party's telephone keypad. Although the called party may be provided a toll free number to call for information or account set-up, this MUST NOT be the only alternative. Called party account set up must include various payment options such as: credit card, electronic check, Western Union, etc.

The County will not allow alternative calling types outside the traditional options of Collect, Prepaid, and Debit calling, such as single-call payment by credit/debit card, or text message billing for a single call via wireless carrier. Deployment of these calling types without prior written permission from the County will be grounds for cancellation, without penalty, of any agreement executed as a result of the RFP

10. Proposer must support the ability to have multiple rate schedules at the facility. For example, state inmates may be housed from time to time and may require the application of unique rate schedules for these inmates only – without impacting rates charged to other inmates. In addition, the County will accept multiple rate/commission proposals for consideration.
11. Commissions shall be presented in the proposal using the enclosed Commission offer form. Failure to complete this form will be grounds for disqualification of your proposal.
12. Facility must have immediate access to rated call records on a real-time or near real-time basis. Once a call has ended, the rated call detail record should be available for reporting using the web-based inmate phone system. Remote report generation by the Contractor is not an acceptable alternative; intervention by the Contractor must not be necessary for authorized facility personnel to access rated call detail records.

## **2.9 TECHNICAL REQUIREMENTS AND SPECIFICATIONS**

The following identifies the minimum requirements of the desired inmate telephone System:

1. The System shall use “State-of-the-Art” technology and web-based equipment with multilevel password security access. The architecture shall be expandable to allow future growth.
2. The Inmate Phone System shall process all inmate calls on an outgoing, station-to-station basis. No incoming calls shall be permitted.

3. The inmate phone system will process and complete all calls made by an inmate. It is not acceptable to have a third party vendor process and complete any or all inmate calls. County review and approval of such processing must be secured before any such call processing will be allowed. Third party call processing without County review and approval shall be grounds for cancellation, without penalty, of any agreement executed as a result of the RFP
4. The calling platform including the call processing software must be owned by the submitting vendor.
5. All phones shall limit one call per connection.
6. All inmate calls shall be processed by an automated operator and shall not allow access to a live operator at any time.
7. After the dialing sequence, the inmate shall be put “**ON HOLD**”. The inmate shall **NOT** be permitted to monitor call progress and shall **NOT** be allowed to communicate with the called party, until the call is positively accepted.
8. The System shall be capable of informing the called party the amount that will be billed for the call prior to acceptance of the call.
9. The System shall brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility, and pre-recorded name of the inmate initiating the call. The System shall have, at a minimum, multi-lingual capabilities for English and Spanish.
10. The System shall deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers. Allow the blocking of specific telephone number such as victims, witnesses, judges, and county staff.
11. The System shall provide the ability to detect three-way and other fraudulent dialing patterns. Facility personnel should be provided with the ability to flag and/or terminate the call.
12. The System shall be capable of allowing free local calls to certain numbers such as Public Defender, Crime Stoppers, etc.
13. The System shall include the ability to control call duration on the basis of time limits and time of day restrictions.
14. The System shall have the ability to set a schedule with time limits and calling hours for phones, phone groups, and destination numbers.
15. Provide the capability to assign and use “PIN” management with the inmate telephone System. Integration with the facility’s Jail Management System (JMS) is required to automate the PIN assignment process. The County utilizes IJMS as the jail management system provider. The current JMS vendor will charge an integration fee. ***The selected vendor is expected to cover this expense.*** ITS vendors must also provide capability to assign PINs with current and future JMS vendors/systems.
16. Each Personal Identification Number (PIN) must have a personal “allowed” number (PAN) list that indicates what phone numbers a particular inmate is authorized to call. Vendor must indicate whether the System has a self-learning feature that allows inmates to auto-register phone numbers on the PAN list.

17. The System shall allow the creation of a “class of service” for groups of inmates to simplify the assignment of inmate calling privileges. Class of service should be customizable by number of calls allowed in a particular time period (days, weeks, months, etc.) during a defined time period, including free calls and other special free call types (such as attorney calls).
18. The System shall provide an integrated capability to monitor, record, store, and retrieve inmate phone conversations on a real time basis and retrieve conversations. Recordings must be stored online and retrievable using the graphical user interface for the entire contract period plus any extensions and up to two years after the contract has ended.
  - 18.14** The Call Monitoring feature shall allow users to add a listener to the conversation in real time by entering a telephone number into the interface where the call will be forwarded remotely.
  - 18.15** It is desired that all calls in progress are viewable on a map with the ability to view call detail associated with those calls on the same screen.
  - 18.16** It is preferred that the Recording feature allow authorized users to export recordings to CDs or DVDs; move selected files to different discs to perform multiple burns; and receive notification of any download errors with the option to retry burning of the files without re-entering the query.
  - 18.17** The System shall also provide the ability to share call recordings with specific users or forward recordings and data to specific email addresses.
19. The System shall allow attorneys to register for non-recorded or privileged status to ensure calls made to these phone numbers are never recorded.
20. The System shall provide the ability to place alerts on individual inmates and called numbers that indicate the inmate or phone number is currently involved in a conversation. Types of alerts shall include, at a minimum, alerts to a land line, cell phone, pager, SMS text, and email. Indicate whether the monitoring party can break in to a live conversation and talk to both parties on an alerted call.
21. It is desired that the System provide email alerts whenever a Debit or Prepaid account is funded that is associated with an inmate or telephone number of interest.
22. Provide correct and accurate call detail and management reports for all calls placed from the inmate phones. Reports shall include as a minimum, origination number, destination number, type of call (local, intralata, interlata/intrastate, or interstate), number of minutes of call, reason for disconnect and total call charges. Reports must be available onsite to authorized County personnel, with no intervention from the Vendor necessary. Ability for authorized users to run specified reports periodically on a pre-defined schedule is preferred. Reports shall be able to be scheduled and delivered automatically via email to multiple parties.
23. Provide accurate summary revenue reports on site from any System workstation. Reports must include all call types (collect, prepaid collect and debit/debit card) and must reflect the total revenue for each call type, subtotalled by tariff type (local, IntraLATA, InterLATA, Interstate, and International).
24. The System shall be capable of producing detailed and summary reports which reveal inmate telephone activity, such as telephone numbers called by more than one inmate.
25. Call Detail Records – Call records and recordings shall be stored online throughout the life of the contract. Alternate proposals of archive storage are not acceptable. Bidder must specify in their proposal where the call records and recordings will be stored, and where backups of either will reside.
26. The System shall allow authorized users to attach notes to call detail records that can be queried for investigative purposes.

27. The System shall provide an investigative analysis feature that allows authorized users to view and analyze call data to establish links between multiple inmates and called parties that also offers a graphical representation of such links.
28. The System shall include the ability to capture and record corrections officers' location via the inmate telephones using an ID/PIN assigned to the officer. Vendor shall state whether the officer's voice can be verified against a voice print stored within the System associated with the Officer's ID/PIN
29. The System shall offer unlimited secure, remote access capability for staff, investigators, administrators, or outside law enforcement agencies so designated for secure access from any PC or laptop with high speed internet connectivity. This remote access shall (at a minimum) enable authorized users to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls. Remote access activity shall not impair System functionality or performance in any way.”

## **2.10 EQUIPMENT**

1. All telephone equipment provided shall be new and completely operational at cutover.
2. All equipment shall comply with Part 68 FCC Rules and meet or exceed all applicable codes and standards for installation and service.
3. All Systems proposed shall meet ADA standards. For each facility, the vendor must provide telephones with TDD capability, in the quantity designated in Section 2.0, at no charge. Each TDD call must be recorded by the inmate phone System, converted to text, and attached to the call recording.
4. All Systems proposed shall provide for recorded VRS hearing impaired services as an inmate option to the TDD service. Both TDD and VRS are required
5. All inmate telephones shall be indestructible type telephones suitable for use in a jail, tamperproof, with steel encased housings and shockproof keypads. All handsets shall be of heavy-duty construction with no removable parts and shall be hearing aid compatible. The hand set cord shall be armored with a stainless-steel lanyard. All phone instruments shall be waterproof, fireproof and feature DTMF dialing.
6. Proposer shall supply the number of user workstations and printers specified in Section 2.0.

## **2.11 VIDEO VISITATION & VISITATION SCHEDULING / MANAGEMENT (VVS)**

1. **Visitation Management:** The ITS must offer a visitation registration and scheduling module that is fully integrated with the phone system and available regardless of whether video visitation is installed.

The scheduling module must allow friends, family, and attorneys to register for and schedule both contact and non-contact visits online, with options to use a dedicated scheduling terminal or an offsite computer with internet access.

- a. The visitation management system must be flexible to accommodate complex visitation rules and policies that vary based on multiple criteria, such as visitor type, visitation hours, housing restrictions, specific inmate or visitor restrictions, and other policies and rules.
- b. To reduce the burden of data entry on staff, the visitation management system must utilize an Open Standards architecture to enable integration with other jail systems, including the JMS, with configuring the integrations to be paid for by the ITS Vendor.
  - i. The JMS interface must be used to automatically update the inmate information in the VVS, including their name, location within the facility, and their current visitation privilege status.
- c. The visitor must be presented with, and accept, Facility visitation rules as a required component of the registration process and the scheduling process for each visit.
- d. The visitation management system must allow authorized Facility staff to deny or suspend previously approved visitors. The system shall require the staff to enter notes as to the reason for the denial or suspension of visits.
- e. The Facility must have the option of approving visitors who have registered prior to allowing them to schedule a visit.
- f. The registration system must allow for professional visitors to request unrecorded visits subject to review and approval by the County.
- g. The scheduling system must allow visitors to schedule a visit only on the dates and times available based on the visitation rules and availability of the inmate and visitation station. A mandatory component of this feature is the ability to prevent “keep separate” inmates (inmates who are not allowed to come into contact with one another) from being scheduled for visits simultaneously in the same area.
- h. The visitation management system must allow authorized Facility staff to schedule visits, as well as modify existing visits. The system shall require the staff to enter notes as to the reason for the modification of visits.
  - i. Upon the scheduling of a visit, or subsequent modification or cancellation of a visit, the visitation management system must send a voicemail to the inmate with the notification of the visit, including the name of the visitor and the time of the visit.
  - j. Authorized Facility users must have the ability to view all scheduled visitations at any time and have the ability to cancel a visit before it occurs.
  - k. The system must automatically cancel a visit if the inmate is released or moved to a location where visitation is not possible.
  - l. If a scheduled visitation is canceled, the system must automatically email the visitor with the reason for cancelation and an opportunity to reschedule, if possible.

- m. The public must be able to register and schedule visits on the web from any internet-connected device, such as smart phone, tablet, laptop, and desktop computers.
  - n. The visitation management system must be accessible to authorized staff through a single sign-on to the ITS, and it must be accessible remotely from any internet-connected device.
  - o. The visitation management system must have an alerts function and provide alerts by email or SMS message. The alerts must be available for when a particular visitor / inmate has scheduled a visit and when a particular visitor or inmate visit is scheduled to start.
  - p. The visitation management system must have reports available for all visitor accounts, the visitation schedule, visitations that were terminated prior to the scheduled completion, visitation records, and visitation statistics.
2. **Video Visitation System (VVS):** The County is interested in installing video visitation to include both onsite and remote visits. Provide an overview of this technology that includes a description of equipment; visitor registration and scheduling; monitoring and recording capability; video recording storage; and the administrative/control interface.
- a. **Video Visitation System Architecture:** The Video Visitation System (VVS) must be a completely TCP/IP based system, with a dedicated network paid for by the Vendor. The high bandwidth video visitation traffic must never traverse the County's IT network
  - b. Video Visitation equipment including inmate kiosks and visitor kiosks will be line powered over the dedicated and parallel video network infrastructure. The County will not be expected to provide an AC infrastructure to support power requirements for the inmate and visitor kiosks
  - c. **VVS Equipment:** The VVS inmate and visitor kiosks must have the following features:
    - i. corrections grade, high-impact armored housing
    - ii. high definition IP camera
    - iii. Wall-mounted with no ability to have roaming cameras
    - iv. IP-addressable
  - d. **Capability to serve as a multi-functional inmate kiosk:** The VVS kiosks must utilize an Open Standards architecture to enable integration with other jail systems to allow for a multi-functional inmate kiosk. Establishing the integrations will be paid for by the Vendor. Expected functionality of the inmate kiosk as a result of the integrations is provided below:
    - i. The inmates' VVS kiosks must be able to interface with a system that enables two-way secure emails, including approved pictures. These emails must be routed to administrative staff for review and approval.
    - ii. The inmates' VVS kiosks must be able to interface with a law library system provided by the approved vendor
    - iii. The vendor must establish interfaces to systems that enable inmates to access inmate banking accounts as well as inmate phone accounts, including the ability to check balances and see account usage from the inmates' VVS kiosks
    - iv. The vendor must provide for inmate telephone capability from the VVS kiosks. When the VVS kiosk is not being used for a video visit, the inmate can use the VVS kiosk to make a standard phone call.
    - v. The vendor must provide the County with the ability to post inmate informational documents to the VVS kiosk

- vi. The vendor must provide inmates with a portal into the VVS scheduling system to allow inmates to view the identify of visitors that have scheduled visits and allow inmates, at their discretion, to cancel any visit with a visitor they would prefer not to visit with. Visitors must be notified by email whenever such an inmate cancellation event takes place.
  - vii. Mail Delivery. The vendor must provide for interfaces to a system that provides for delivery of inmate mail electronically to the inmate account on the VVS kiosks. The County is interested in eliminating the receipt of inmate mail to the jail, rather the vendor provides a service that scans the inmate's mail, pictures, and envelope into the Jail account where staff can review the scanned mail and then approve or disapprove the release to the inmates account. The inmates will log into the VVS kiosk to view all of his approved mail.
- e. Video Visitation Sessions:
- i. The VVS must enable on-site visits, as well as "remote visits", whereby the visitor is visiting off-site from the convenience of their home or office.
    - 1. The VVS must be able to charge for these remote visits, with reports available to track the charges and remote visits.
  - ii. All video visitations must be able to connect without requiring assistance from staff.
  - iii. Inmates must log in to a kiosk to enable the visitation to start.
  - iv. The VVS must automatically reconnect a visit that was disconnected prior to the scheduled end time and was not manually disconnected by an authorized staff member.
  - v. Authorized staff must be able to extend the visitation before or during the visitation.
  - vi. The visit must be allowed to start on any inmate and visitor kiosk, so long as the inmate logs in with his PIN and the visitor logs in with their account.
- f. Video Visitation Live Monitoring: The VVS must allow for authorized staff to live monitor video visitations.
- i. At least 16 visits must be permitted to be viewed on the monitoring screen, with the capability to lock on a particular visit.
  - ii. Visits with visitors who have been approved for unrecorded visits must be shown as in progress.
  - iii. Authorized staff must have the ability to send messages to the inmate and visitor during the live visit.
    - 1. The VVS must offer the option for the staff messages to be pre-designated messages by authorized staff supervisors or written ad hoc by the monitoring staff.
  - iv. Authorized staff must have the ability to instantly disconnect a visit. The VVS shall require the staff to enter a reason for the disconnection.
  - v. The VVS must allow authorized staff to verify the visitor prior to commencement of the visit where the staff can view and talk to the visitor.
    - 1. The VVS must have the option of requiring verification of only certain visitors.
    - 2. Authorized staff must have the capability to deny the visit if the visitor does not satisfy the requirements for verification. The VVS must require the staff write a note as to why the visitor was denied.
- g. Video Visitation Recording: The VVS must automatically record all visits, except for those visits with visitors who have been approved for unrecorded visits.
- i. The recordings will be available in MP4 format.
  - ii. Authorized staff shall have the ability to keep the recordings beyond the default period in the contract.

- iii. The storage of video visitation recordings shall be redundant storage.
  - iv. Recordings shall be available to authorized staff online from any internet-connected device.
  - v. The VVS shall have a report showing all users who have accessed and / or downloaded the recordings, with the date and time recorded.
  - vi. Recordings shall be picture-in-picture, with a timestamp of the visitation directly in the recording.
- h. Video Visitation Secure Access:
- i. The VVS must be accessible from a single sign-on to the ITS, with the ability to sign in remotely.
  - ii. Access to the VVS must be role-based, with the capability of giving some staff more access than others.

## **2.13 SERVICE AND SUPPORT REQUIREMENT**

It is the expectation of the county that the awarded vendor will provide a fully trained and certified support technician on a full-time basis. This person will handle onsite support including but not limited to:

1. Inmate telephone support including all hardware, cabling, and support issues.
2. Video visitation support including hardware repair, software support, visitor support including setting up visitor accounts, remote visitation, and remote client downloads, staff training including quarterly training updates for existing staff and new hires
3. Tablet support including hardware replacement, wireless infrastructure and connectivity issues, and inmate training
4. Video Relay Services support including hardware, wireless infrastructure and connectivity issues.

## **2.14 ADDITIONAL SERVICES AND TECHNOLOGY**

The County will not be a “beta site” for unproven technology. For all technology proposed, your references must include at least two sites where this technology has been in service as an integrated part of the proposed inmate phone System for at least 6 months.

1. The system must offer voice biometric technology to include initial connection and continuous voice biometric identification throughout the call. This feature must be an integrated part of the call processing system. The ability to detect and send alerts for calls in real time during which the inmate’s voice changed after passing initial verification is preferred.
2. Proposal shall include Reverse Lookup technology for called numbers that is fully integrated with the Inmate Phone System at no cost to the County. Information available should include the end-user name and address associated with either cell phone and/or land-line telephone numbers.
3. The System shall offer an Automated Inmate Information System at no cost that is accessible by both the inmate and friends/family members via telephone.
4. The County would like to consider an ***optional*** cell phone detection technology. Vendor must provide an overview of cell phone detection technology.
5. Proposal will provide for an Automated Voicemail Messaging that allows inmates to submit PREA or crime tips, file grievances, request medical/dental, or file telephone complaints. The internal

voicemail feature should allow Facility staff to voicemail a message to an inmate, a group of inmates, or the whole facility.

## **2.13 REFERENCES & EXPERIENCE AS A PRIME CONTRACTOR**

### **Vendor's History and Experience**

1. Provide a summary of the vendor's history and experience providing inmate telephone services. Include years in operation, ownership history and company organization.
2. Provide background information and qualifications for all key personnel to be involved in the installation and management of services under a contract resulting from this RFP.
3. Summarize all past or pending litigation involving your company or the proposed inmate calling system.
4. Indicate any conflicts of interest that may affect the County's potential to award or do business with the bidder.
5. As part of this proposal, bidder must provide financial statements for the last 2 years.
6. What percentage of your company's revenues is generated from inmate telephone services?

### **Track Record**

1. Describe all instances in the past 2 years in which a contract was awarded to your company, but said award was subsequently rescinded and awarded to another vendor. Include the reason for rescinding the contract and any / all other pertinent details.
2. Describe all instances in the past 2 years in which a customer cancelled your contract in advance of the planned contract end. Include name of facility, contract end date and contract termination date.
3. Describe all instances in the past 2 years in which a customer has provided you with notice that you were in breach of contract. Describe the nature of the breach and whether or not the breach was cured to the customer's satisfaction. Include name of facility and contact person.
4. Describe all instances in the past 2 years in which the bidder has lost a call recording or call data; in which the security of a call recording or call data was compromised; and/or in which the vendor was discovered to have incorrectly recorded privileged phone calls, such as attorney calls.
5. Describe any system outages during the past 2 years that affected more than one customer, including the cause of the outage, quantity and % of customers affected, how long customers were affected, and why the vendor's backup/failover technologies did not prevent the outage.

### **Location**

1. Provide the location of the vendor's corporate office as well as the location of the office closest to the facility(s) that will provide services under a contract resulting from this RFP. Describe what services will be provided from these location.

### **References**

1. Provide a minimum of 5 references for current customers of similar size and scope where the bidder provides inmate phone services in the role of prime contractor. For each reference, provide contact

information and relevant project information (site size, number on inmate telephones, ADP, contract start date, products/services, etc.)

### **Subcontractors**

1. Provide names and addresses of any subcontractors to be used to provide services described in this RFP.

## **COMMISSION OFFER FORM**

Describe all proposed rates, fees, and County commissions. All proposed rates and fees must be fully compliant with all pertinent FCC/federal, state, and local regulations. The proposed commission payable shall be stated as a percentage of gross revenue for all calls placed on or through the Inmate Telephone System, with no fee additions beyond the maximum rates and fees specifically allowed by the FCC Order, state tariffs, and any other pertinent regulations. Failure to state commissions as a percentage of gross revenue, using only rates and fees that are compliant with all pertinent regulations, will cause vendor's proposal to be deemed non-compliant and ineligible for contract award.

### **COLLECT CALLS**

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered
<b>Local</b>				
<b>Intra LATA</b>				
<b>Inter LATA</b>				
<b>InterState</b>				

### **PREPAID COLLECT, DIRECT BILLED COLLECT or ADVANCE PAY CALLS**

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered
<b>Local</b>				
<b>Intra LATA</b>				
<b>Inter LATA</b>				
<b>InterState</b>				

### **PREPAID DEBIT or DEBIT CARD CALLS**

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered
<b>Local</b>				
<b>Intra LATA</b>				
<b>Inter LATA</b>				
<b>InterState</b>				
<b>International</b>				

NOTE: Rates shown above are exclusive of Federal, State and Local Taxes and Regulatory Fees such as the Universal Service Fund. It is understood that these will be charged as a pass-through from the taxing/regulating agency to the called party and that no commission will be paid on these items.

### **Commission Offer Form (cont.)**

#### **Other Fees:**

Vendors are required to disclose any/all fees charged to the inmate or called party in excess of the above stated call rates. Disclose fees whether charged directly or by a subcontractor, billing agent, or other third party who accepts payments on your behalf. Failure to accurately disclose fees will be cause for disqualification. The only fees that need not be listed are taxes and pass-through fees imposed by regulatory agencies.

#### **Fees**

<b>Description</b>	<b>Fee Amount</b>	<b>Applicable to Collect, Prepaid Collect, Direct Billed and/or Debit?</b>
Prepaid Account Set up Fee		
Prepaid Account Funding Fee via Internet		
Prepaid Account Funding Fee via Telephone		
Prepaid Account Close-Out Fee		
Refund Fee		
Account Maintenance Fee		
Inactive Account Fee		
Regulatory Cost Recovery Fee		
Bill Statement Fee		
Single Bill Fee		
Universal Service Fund Administrative Fee		
Other? Describe any other fees that are not covered above		

#### **Policies**

<b>Question</b>	<b>Vendor Policy</b>
What is the Prepaid Account Deposit Minimum?	
Does vendor or subcontractor provide ready access to live agents via telephone?	
After what period of inactivity does a prepaid account balance expire?	
How long does it take after a credit card deposit is received before calling is restored? (# minutes, hours, days?)	

**In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this \_\_\_\_\_ day of \_\_\_\_\_ 2018:**

**County of Jefferson, State of Missouri**

**Company Name**

**Signature**

**Kenneth B. Waller County Executive**

**Print**

**Company Address:** \_\_\_\_\_

  

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**Phone:** \_\_\_\_\_

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

**County Auditor**

**APPROVED AS TO FORM**

**County Counselor**

## COOPERATIVE BID FORM

**Bid Name:** \_\_\_\_\_

**INSTRUCTIONS:** Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

### **COOPERATIVE PROCUREMENT CONTRACT**

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**

**Yes**  **No**

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, ***is not a prerequisite for award***, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity **(this shall not apply to Jefferson County, Missouri Government, Departments or Divisions)**:

**MINIMUM DOLLAR VALUE PER ORDER:** \$\_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

### **CONTACT INFORMATION FOR COOPERATIVE AGREEMENT**

**Phone** \_\_\_\_\_ **E-mail** \_\_\_\_\_

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO  
JEFFERSON COUNTY, MISSOURI**