Request for Proposal # 2019-016

Inmate Telephone Services

Due Date: October 16, 2018
Time: 2:00 pm EST
Receipt Location: Government Center
Administrative Services Procurement Division
500 N. Main Street, Suite #709
Monroe, NC 28112

Procurement Contact Person
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2 Submittal Deadline and Addendum Information

2.1 PROPOSAL SUBMISSION DEADLINE

Submittals shall be sealed and labeled on the outside “RFP# 2019-016 Inmate Telephone Services”. RFP’s are to be received by the Union County, Procurement Division by **2:00 p.m., October 16, 2018**.

**Mail or hand-deliver submission packets to:**

Union County Government Building  
Administrative Services, Procurement Division  
500 North Main Street, Suite #709  
Monroe, NC 28112  
Attention: David Shaul, Procurement Specialist

The proposal must be submitted electronically on non-returnable CD or flash drive, and in printed form. One (1) original (mark “ORIGINAL COPY”) plus three (3) hard copies of the printed proposal must be submitted. The original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

Electronic (email) or facsimile submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse firms for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to reject any or all proposals or to select the proposal, which in its opinion, is in the best interest of the County.

2.2 PROPOSAL QUESTIONS

Proposal questions will be due on **October 2, 2018 at 5 pm EST**. The primary purpose of this is to provide participating firms with the opportunity to ask questions, in writing, related to the RFP. The County may respond with an addendum within five (5) calendar days.

Submit questions by e-mail to David Shaul at david.shaul@unioncountync.gov by the deadlines shown above. The email should identify the RFP number and project title. All questions and answers may be posted as addenda on www.co.union.nc.us and www.ips.state.nc.us.
2.3 ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.

Should a vendor find discrepancies or omissions in this IFB or any other documents provided by Union County, the vendor should immediately notify the County of such potential discrepancy in writing via e-mail as noted above.

Any addendum to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addendum. Receipt of Addendum shall be acknowledged by the Proposer on Appendix C, Addendum Receipt and Anti-Collusion form.

3 INTRODUCTION

3.1 COUNTY

Union County, North Carolina (population 212,756) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

The Union County Sheriff’s Office operates a central jail that houses, on average, 230 inmates that make between 80 and 100 calls a day.

(NOTE: Historical data is provided for illustrative purposes only and is in no way meant to imply or guarantee any minimum quantities)

The jail currently has 22 wall-mounted phones and no TTY phones. Inmates have the ability to pay for telephone services through the commissary vendor.

The current provider for inmate telephone services is Securus Technologies, Inc. (“Current Services”). The Current Services platform is network-based. The Current Services provide inmates with access to local, local toll (intralata), long distance toll (interlata), interstate, intrastate, and international calling.

4 SCOPE OF WORK

4.1 INTENT

It is the intent of these specifications, terms, and conditions to locate qualified vendors who are interested and capable of providing inmate telephone service including telephones and video visitation utilizing state of the art technology and
equipment for inmates in custody at correctional facilities managed by the Union
County Sheriff’s Office (UCSO).

The selected Contractor shall provide the services in County facilities, at no cost
to UCSO or the County. All cost for the services shall be the responsibility of the
Contractor including but not limited to equipment, installation, connectivity,
maintenance, storage, hardware, software, security, training, and any other
implementation services necessary to furnish County with state of the art
technology and equipment to meet the specification herein. One of the key
objectives of the services will be to enable inmates to communicate with family,
friends and others in the community, while also controlling inmate telephone usage
and limiting the use of telephones for illicit activity. A necessary part of the service,
by using current technology, is to ensure the safety and security of staff, inmates,
and the public.

The County intends to award a three-year contract (with two one-year renewal
options) to the most responsible bidder whose response meets or exceeds the
County’s requirements. The RFP includes descriptions of specific functionality of
the equipment and services that are required, however, vendors may propose
advanced technologies and different services as long as they meet the
requirements set forth in the RFP. Proposals must clearly explain how any
alternatives meet or exceeds the RFP requirements and how the alternatives will
achieve the same goals and results.

It is the intent of the County to have this contract begin with a transition period of
at least 30 days prior to the termination of the current contract. The transition
period is to allow the successful bidder to establish the infrastructure and training
required to operate the ITS. The successful bidder shall begin providing the
telephone services immediately on termination of the current contract which is
currently scheduled to expire on May 9, 2019. Video Visitation service may begin
after telephone service is installed and operating properly.

4.2 BIDDER QUALIFICATIONS

Bidders must be able to safely and securely provide the Inmate Telephone System
Services (ITS or Services). Services must include the ability for collect calls,
prepaid calls and payment of calls and Visitation by the inmate through a Payment
Platform. Bidder must be a reputable, qualified, firm experienced in providing
inmate telephone services in a corrections environment. Due to the complex
nature and security concerns of corrections facilities, Bidder’s must meet the
following minimum qualifications:

1. Bidder shall be regularly and continuously engaged in the business of
   providing and administering inmate telephone service and installation for
   the past five (5) years to a minimum of three (3) city, county, state, or
federal correctional facilities. Experience must be demonstrated by references provided by Bidder at the time of the bid, all references must be individuals working directly with or managing the day-to-day operations of the inmate telephone system.

2. Bidder shall have at least one (1) contract for the provision of inmate telephone services for systems with Video Visitation that are currently installed, functioning, and operational in at least one (1) correction facility. Experience must be demonstrated by references provided by Bidder at the time of the bid.

3. Bidder’s organization must have qualified, trained, and certified staff dedicated to the sole purpose of supporting the Telephone and Video Visitation system installed including, but not limited to, service technicians and technical support for the life of any contract awarded pursuant to this RFP.

4. Bidder must possess a complete and valid title to all software, with the right to provide or license it to the County.

5. Bidder’s employees, agents and subcontractors entering the facilities, including for the Bidders Conferences, must submit to and pass a security and background check performed by the UCSO and will be subject to Jail security procedures while on-site.

6. Any Bidder awarded a contract as a result of this RFP is solely responsible for all costs related to any and all claims, lawsuits and other proceedings related to the Services including but not limited to payment of all expenses and costs of investigation, reasonable attorney fees, expert witness fees, damages, and other litigation-related expenses.

Bidder shall possess, at the time the proposal is submitted and through the term of the contract, all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

### 4.3 SPECIFIC REQUIREMENTS

The following are the minimum requirements for the services, including equipment, to be provided. Advanced or alternative technology that provides at least the levels of the specific functionality of the equipment and services described may be proposed with a description of how the alternative(s) meets or exceeds the specified requirements. All services are to be provided at no cost to the County.
4.3.1 INMATE TELEPHONE SYSTEM:

a. **General.** Contractor shall provide a comprehensive ITS package.

   (1) The ITS telecommunications network package must have reliability, stability, and ease of use.

   (2) Contractor is responsible for paying for and installing all physical plant requirements (power, security, data, cabling, physical space, HVAC, etc.), unless otherwise specified in writing by County.

   (3) Contractor is responsible for all cost associated with its system including but not limited to payment of County costs associated with developing and maintaining the software interface between the JMS and ITS, and obtaining, developing, and implementing the interface requirements to implement the ITS and associated services (i.e. PINs, Payment Platform, etc.). Any cabling, wiring, or conduit installed becomes the property of the County at termination of the contract, unless County specifically requests that the Contractor remove any or all of the installed cable wiring or conduit, which shall be done at the Contractor’s expense.

   (4) Contractor’s employees, agents, and subcontractors working at the correction facilities must pass and maintain, to the satisfaction of UCSO, a security and background check performed by UCSO (“Clearance”).

      (a) Failure to pass, divulge information, or comply with the background process will prohibit an individual from entry into UCSO facilities on behalf of or to perform work for Contractor.

      (b) If a Clearance is refused for any individual, Contractor will be notified and Contractor shall provide a replacement suitable to UCSO.

b. **Integration.**

   (1) The ITS shall have the capability to accurately import the current call list, which includes blocked, confidential, pre-programmed, and others as identified by UCSO. Contractor must successfully complete importation of the current call list prior to the ITS becoming operational.
(2) Contractor shall adapt its system to the UCSO Personal Identification Numbers (PINS) for each inmate generated by the County's Jail Management System.

(3) Contractor shall provide a web-based platform to allow County personnel access to the system from any portal. Contractor shall not limit the number of logins assigned to County personnel. Proposals should include a description of how access will be provided and any levels of administration access, for example passwords and levels of customized access, such as for blocking numbers and making administrative changes.

(4) All moves, add-ons, changes to and new installs of the equipment, hardware and software (collectively Modifications) that occur during the contract term, will be the sole responsibility of the Contractor. All Modifications must be pre-approved by County and once approval is given, Contractor shall proceed with the Modifications at their own cost.

C. Schedule.

(1) Contractor shall plan, finance, and implement the integration and testing of all required equipment and software relative to the new ITS, without impacting the normal daily operation of the existing inmate telephone system.

(2) Contractor shall submit a detailed schedule to UCSO for approval that includes plans and schedules for installation and operation of Telephones and Video Visitation. The schedule shall be prepared and implement to minimize impact to facility operations.

(3) The ITS shall become fully operational upon the successful completion of all system integration testing and acceptance by the County, including review and approval by the County Inmate Services Manager. System integration and acceptance test criteria shall include:

(a) Telephones: All Telephones shall be tested and verified as operational and without deficiencies.

(b) Video Visitation: All Tablets shall be tested and verified as operational and without deficiencies.
(c) Administrative Functions: There shall be a test run of administrative functions including UCSO passwords and access, the Payment Platform, reports and analytical and query tools.

(d) Phone Numbers: A test to verify that the current call list, including blocked, confidential, pre-programmed, and others as identified by UCSO is fully imported and functional.

d. **Back Up and Disaster Plans.** Contractor must have a detailed Back-Up or Redundancy Plan, as well as a Disaster Recovery Plan. Contractor must have clear processes, policies, and procedures for continuation of the Services consistent with all requirements in the RFP preceding and/or following a natural or human-induced disaster. These should be included in the proposal.

### 4.3.2 PAYMENT, CHARGES AND BILLING

a. **Payment Platform.** Proposals must include a proposed Payment Platform with a discussion of what it will include and how it will interface with the County and systems of other vendors. The proposal should explain how the inmates will access the Payment Platform, and how funds in and out of the Payment Platform will be tracked for the inmate. Contractor’s Payment Platform must meet the following minimum criteria:

1. Efficiently interact with the commissary vendor to allow inmates to use funds in their commissary account to pay for Telephone and Tablet services.

2. Ability to efficiently and immediately transfer money from the inmate’s trust fund/commissary account to the Contractor’s Payment Platform.

3. Accept funds for inmates, including funds from family and friends, for placement in an account established and operated by Contractor for use by an inmate.

4. Contractor shall have a mechanism in place for immediately releasing any funds in an inmate’s Payment Platform accounts to be paid to the inmates immediately upon receipt of notification that inmate is being released. Any funds remaining in an inmate’s
shall be fully refunded to the inmate and shall not be transferable to an inmate remaining in custody.

b. **Billing.**

(1) Contractor is responsible for the billing and collection of all inmate calls in accordance with FCC and NCUC recorded and approved tariff rates and the contract. Contractor is responsible for revising and updating billing and collection practices to comply with changes in law, including regulations, and with court orders and decisions.

(2) Proposals must clearly provide the payment options for all Users including for collect, prepaid, and Payment Platform calls.

(3) The County will not be responsible for any uncollectible charges, including but not limited to incomplete calls and bad debt on collect calls.

(4) Contractor shall not bill Users for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).

(5) All billing must be direct to the inmates or third parties, such as family members, without involvement of the County.

c. **Commissary Purchasing.**

(1) The ITS must provide the ability for inmates to order from the commissary through Telephones and Video Visitation Tablets.

### 4.3.3 PHONE CALLS

Telephones must include, at minimum, all of the following features:

a. **Calling.**

(1) Permit one-way outgoing calls that are prepaid, billed to the Payment Platform, or charged to the called party.

(2) Provide an automated operator telephone system for all calls.
(3) The automated operator shall be designed for use by the hearing impaired and in accordance with all applicable laws. There must be provisions for the deaf which comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Contractor shall provide fixed and mobile TDD Telephones based on the needs of each facility, as determined by the County.

(4) Provide international call services throughout Canada, Mexico, South America, and to overseas destinations.

(5) Provide call services to County approved numbers such as the Prison Rape Elimination Act representatives, Probation, Public Defenders’ Office and other numbers as determined by County at no cost to County, caller or the recipient of the call.

(6) Provide speed dialing for phone numbers approved by County.

(7) Telephones located in the intake areas will be configured to allow inmates to make unlimited free local calls to landline and cell phones, at no cost to the County. These calls shall not require PINS however shall otherwise comply with all requirements of the contract including recorded greetings to the call recipient, retention procedures and inclusion in queries and reports.

(8) Provide free calls to the North Carolina Telecommunications Relay Service (TRS) to assist hearing-impaired inmates.

(9) Call set-up and acceptance process must be completed within 30 seconds or less (from off-hook to call connection/rejection). The call length timer shall not start until positive acceptance of the call is made.

(10) The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Inmates shall be required to hang up before dialing a new number.

(11) The ITS shall at all times:
(a) Mute the inmate's ability to speak to the call recipient until the call is accepted;

(b) Not allow the inmate to hear the recipient until the call is accepted;

(c) Disable the telephone keypad during a call.

b. **Call Blocking.** The ITS must:

(1) Block all three-way calling, conference calling, and call forwarding.

(2) Permit a called party to block all future calls from the County jails.

(3) Block calls to Restricted Numbers on a system-wide basis or a case-by-case basis, as directed by UCSO. Restricted numbers will be verified by UCSO and programmable by the Contractor or UCSO into the ITS. Contractor shall not delete, add or change any limitations on a Restricted Number without approval of UCSO.

(4) Adhere to the following :

   (a) Calls shall not be blocked due to a lack of local exchange carrier (LEC) or competitive local exchange carrier (CLEC) billing agreements with Contractor.

   (b) Calls may be blocked for collect calls to Unbillable Numbers or when the call recipient refuses to pay for calls. However, for any number that is blocked related to the inability or failure of the call recipient to pay past or current charges, the call recipient and inmate shall be provided the opportunity to complete the call by a prepaid format. If both the call recipient and inmate decline to continue the call in a prepaid format, the service provider may block/not authorize the call to continue.

c. **Security.** The ITS must:

(1) Flag, archive, and generate alert reports for unauthorized call attempts, including attempts to Restricted Numbers.
(2) Provide the ability for authorized County staff to selectively monitor call activity in real time and to immediately terminate any call.

(3) Retrieve and generate inmate unauthorized call activity logs for call periods as specified by the County.

(4) Provide for all calls to be monitored, recorded, and archived, with the exception of calls made to Unmonitored Numbers. Phone numbers for Criminal defense attorneys, including the County Public Defender, North Carolina Bar list and Alternate Public Defender will be identified as Unmonitored Numbers. Phone numbers for criminal defense attorneys must be verified by UCSO and shall be programmable by the Contractor or UCSO into the ITS. Contractor shall not delete, add or change any Unmonitored Number without approval of UCSO.

(5) Provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include, but not be limited to:

   (a) The prevention of incoming calls;

   (b) Detection and rejection of outgoing calls to Restricted Numbers and otherwise unauthorized numbers and calls; and

   (c) Attempts to initiate 3-way calls, call forwarding, and calls to non-billable numbers.

(6) Have the capability to record the content of all telephone connections. The recorded call must be stored for retrieval for a period of at least one (1) year after the call is placed, and the system must have the capability to transfer the recorded calls to removable media for archiving, or review. Contractor must have the ability to search and access stored calls and deliver the call at the request of UCSO or pursuant to a court order, which shall be done at no cost to County.

(7) Provide for automated turn on and shut off of Telephones and Video Visitation Tablets at times designated by UCSO.
and for the immediate manual system shut off by UCSO staff.

(8) The system shall allow multiple approved County staff and designees to simultaneous access the system without compromising security or prevention of unauthorized use and access to the system.

(9) Bidders invited for an oral interview should be prepared to discuss their technology, capabilities and practices related to prevention of fraud and abuse.

d. **Tracking.** The ITS must have the ability to locate and provide information in a simple format that can search, at minimum, using the any or all of the following criteria:

(1) Inmate PIN/booking number;

(2) Date and time;

(3) Telephones individually or by groups;

(4) Call type (i.e. Payment Platform, collect, free);

(5) Facility and facility locations (housing units);

(6) Called number; and

(7) Call status including incomplete and complete calls.

(8) Geo-tracking & Locating called numbers

e. **Call Announcement and Instructions**

(1) The system shall provide an initial greeting and instructions to the called party that state the following:

   (a) That call is from the County of Union Jail and is subject to recording and/or monitoring.

   (b) For any collect call, the called party shall be informed of the cost of the call prior to accepting the call.

   (c) The identity of the inmate by name.
(d) Provide the called party with the opportunity to accept or reject the call and to block future calls.

(2) Automated call instruction/announcements shall be in English and Spanish, and announce that the call may be recorded or monitored with active consent from the called party.

(a) The system shall utilize positive call acceptance and active consent.

(b) Active consent may include pressing a keypad number, rather than just by continuing the conversation.

(c) If there is not active consent provided by the called party, the parties will be notified that the call will be disconnected.

(d) These instructions will not be provided for calls made to criminal defense attorneys that have been identified as Unmonitored Numbers.

(3) During initial greeting and instructions, there is no call connection with the inmate until there is acceptance from the called party.

(4) The ITS shall be able to determine if mutual agreements exist that will allow for the collection of collect call charges, or that the call recipient's accounts are current and in good standing. If the call is determined to be non-billable, both Users shall be afforded the opportunity to complete the call utilizing prepaid services. If both Users decline, the call will not be authorized to go through.

4.3.4 TELEPHONES

a. Contractor shall provide all Telephones, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the County.

b. All Telephones shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The wall mounted Telephones shall be mounted to cement
wall, block wall, stainless steel shrouded columns, or protected external enclosures and meet all the requirements for detention and correction grade phones.

c. Telephones shall be suitable for indoor and outdoor installations, have a heavy chrome metal twelve-button keypad and a handset with an armored cord and cradle.

d. Telephones shall be for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.

e. Telephones shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for the detention and corrections environments to minimize vandalism and destruction of property.

f. All handsets, ear and mouthpieces, shall be of heavy-duty construction with no removable parts, and installed in such a manner that no safety hazard is present to the user.

g. Telephones shall be configured with a braided steel receiver cord twelve (12) inches in length, unless the County requests an alternate length, to reduce the risk of suicide by hanging.

h. All telephones must be configured with the handset cord exiting from the bottom, in a central position.

i. All Telephones must be water resistant and fireproof, and have key-locked mountings to the wall.

j. All other equipment including outdoor installations must meet UCSO safety and security standards.

k. Telephones shall have touch-tone keypads.

l. Amplified handsets may be required in specified areas. They shall be fitted with a volume control device, which allows the inmate to increase or decrease the volume of the headset earpiece.

m. The ITS must include capabilities for protection from power surges and equipment capabilities for protection from power outages.
n. The ITS shall have the capability for Contractor or UCSO to turn select or all telephones on or off remotely. There shall also be a manual on/off switch in multiple locations within each facility.

o. Contractor shall complete full installation with all wiring and fastening of the Telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed.

p. All electrical equipment must be installed in compliance with National Code requirements. All telephones must be securely fastened to the wall with security hardware approved by the County. The County reserves the right to pre-approve mounting and installation.

q. Telephones must be line powered such that, the Telephone does not require separate electrical power at the device. Telephones shall be specifically designed for use in a correctional environment and must be approved by County before installation. Contractor shall not use converted coin phones.

r. Contractor shall install one (1) TTY telephone meeting all other system requirements.

s. Contractor shall include, at minimum, the following query and analytical tools within the system:

1. Analytical and query features for linkages, relationships, associations, and mapping of data points; data mining, data analytics, data visualization; and predictive modeling.

2. Voice biometric identification features that match the caller to the caller’s PIN number.

3. Continuous voice biometrics to identify the inmate on the call and identify if the call is passed to another inmate.

4. Features to trace calls, detail call history, allow for call monitoring without inmate or other party detection while recording, and include other call detail capabilities that can be used to aid investigations related to the detention facilities.
Contractor shall provide a software or other capabilities for County to continue to query, search and access recordings after termination of the contract.

4.3.5 VIDEO VISITATION

Contractor’s ITS shall provide fee-based Video Visitation services with the same security, recording, and reporting provisions found in the telephone parameters.

4.3.6 CALL MONITORING FUNCTIONALITY

Contractor’s ITS shall have call monitoring features which monitors every call made through the ITS. The ITS shall identify calls in order to store recorded calls in a manner that identifies them so to be easily located and searched.

a. Contractor’s call monitoring details within the recorded system shall continue to be accessible within the proposed leave behind solution.

b. The ITS shall monitor live inmate calls without any detectable deterioration of call quality or call interruptions.

c. The ITS shall allow UCSO the ability to access in-process calls for monitoring and allow the monitored call to immediately be disconnected, using a secure monitoring platform. This shall include the ability for remote monitoring and disconnection.

d. Call Restrictions:

   (1) The ITS shall exempt Unmonitored Calls from monitoring. The ITS shall be capable of identifying specified telephone numbers as "do not monitor”.

The ITS shall include an alert system that will detect and notify Contractor and UCSO staff of any call made to a Restricted Number, calls made by restricted individuals or log-ins that were blocked for lack of authority. There shall be specific report capabilities for these calls.

4.3.7 QUERY, ANALYTICAL, AND MONITORING TOOLS

a. The ITS shall have the ability to allow UCSO staff to query, print, download, and e-mail reports by any combination of, at minimum, the following: location, PIN, phone, number dialed, time/date, duration, call type, and call status.
b. The ITS shall provide UCSO the ability to reverse lookup of phone numbers called to provide information on called party including but not limited to the type of number called (e.g. landline or cell number), called parties telephone carrier, account holder name and address. This information shall be available by a simple search query.

c. The ITS shall be capable of searching calls using a "key word" search. The system shall provide automatic transcription for the identified calls. Call content shall be transcribed so to be easily searched by word.

d. The ITS shall allow for individual call retention or batch retention based on an identified search criteria.

e. The ITS shall have the ability to suppress the audio of one caller ("fade out") for portions of the recorded conversation to distinguish between the speaking parties.

f. The ITS shall be capable of generating a variety of management reports and call detail reports. The ITS shall be able to identify calls by time, location, specific Telephone or Tablet, inmate PIN, and/or number called. The ITS shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

4.3.8 ONSITE EQUIPMENT

Contractor shall provide onsite staff as set forth in this RFP. UCSO shall provide non-exclusive office space for Contractor’s onsite staff use. Contractor is responsible for providing its own computers, servers, software, office chairs, ergonomic related equipment for office and computer workstations, and internet/data connection services for its onsite staff. Contractor equipment and materials shall be subject to standard County security procedures at the facilities.

a. Contractor shall have its own network for the ITS. At no time during the contract shall Contractor run its ITS on the County’s network.

b. Contractor’s equipment shall be properly maintained and serviced, throughout the life of the contract, including computers, computer systems, hardware, and equipment.
(County is responsible for the maintenance and servicing of its own computer systems, terminals, hardware/servers, workstations hardware, and equipment for JMS.)

c. Contractor staff and any approved subcontractors shall work with County Information Technology Department (IT) staff as required or directed by UCSO.

d. Contractor shall obtain UCSO’s approval of all systems and applications before installation. County maintains the right to decline at its discretion any proposed systems, modifications and/or applications.

Contractor is responsible for all costs of the ITS, including payment of County costs associated with developing and maintaining software interface between the JMS and ITS systems.

4.3.9 TELEPHONE RATES, FEES, AND REVENUE SHARE

Bidders shall submit a proposal with one rate fee and revenue shared bid. Bidders shall not propose alternatives rates and revenue shared options.

a. Per Minute Rates: Per Minute Rates ((1) local, (2) intralata, (3) interlata, (4) interstate, and (5) international) and Connect Fees for Payment Platform, Prepaid, and Collect calls. All rates shall comply with FCC-allowed rates and mandates. Bidders must provide these rates on the Bid Form within the Exhibit A – Bid Response Packet.

b. Fees: Each and every fee and surcharge that will be charged to anyone. This must include all call and call payment charges, including any for the Payment Platform and Collect call acceptors. Fees shall comply with all FCC-allowed rates and mandates. The successful bidder shall not charge any other fee or surcharge or impose any other cost or charge.

c. Revenue Share: The County Revenue Share, which is a percentage of the Contractor’s Total Gross Revenue, defined as the sum of all charges for use (including fees), whether collected or uncollected, less any applicable federal, state or local taxes and legitimate refunds. The Revenue Share shall be broken down by:

(1) Calls
(2) Video Visitation
The Revenue Share Rate offered by the Contractor shall be payable to the County no later than the 10th of each month. If any payments due are not received by the County within the period specified, the County shall be entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66-day year) calculated from the date payment is due.

4.3.10 MAINTENANCE AND REPAIRS

a. ITS Equipment.

(1) Contractor is responsible for all maintenance and repairs to Telephones, Video Visitation Tablets and the ITS. A single point of contact with the Contractor, via a toll-free telephone number and an e-mail address, must be provided and maintained by the Contractor for reporting all inmate telephone problems. The toll-free maintenance/repair telephone number shall be answered by a live operator twenty-four (24) Hours per day, every day of the year.

(2) All equipment, including installed items shall remain the sole and exclusive property of the Contractor and Contractor’s sole responsibility.

(3) Contractor shall provide all necessary labor, parts, materials, technical personnel and transportation to maintain the ITS, including all Telephones, Video Visitation Tablets and related equipment, in good working order. Contractor shall perform preventive maintenance including all maintenance for compliance with the equipment manufacturer's specifications throughout the term of the contract.

(4) Contractor shall provide a tiered response to service events: Priority 1, 30% or more of system functionality adversely affected, within 2 hours; Priority 2, 5% - 29% of system functionality adversely affected, within 24 hours; and Priority 3, 5% or less of system functionality adversely affected, within 72 hours.

(5) County is not be responsible for any damage to equipment

b. Maintenance.
(1) Contractor shall develop procedures and schedules and conduct monthly Preventive Maintenance on ITS and all equipment. Contractor shall provide the schedule and procedures to the County's Inmate Services Manager.

(2) Contractor shall prepare Monthly Maintenance Reports that include:

(a) The nature and scope of the Preventative Maintenance performed.

(b) Identifying any unusual problems or indications of any security risks.

(3) The ITS shall be supported by remote maintenance system and shall self-diagnose to create "trouble tickets" when any ITS problem is discovered.

(4) Contractor will provide and maintain a sufficient inventory of spare parts onsite at the facilities, readily available for repairs and maintenance of the ITS. The Contractor shall maintain records of spare part availability and delivery durations when such parts are not on hand at the facility. These records shall be made available to UCSO staff upon request.

(5) All routine or scheduled maintenance that could affect access to Telephones, Video Visitation, Payment Platform and/or billing generation shall be conducted during the off peak hours of 10:00 pm to 06:00 am.

c. Phone Line Failure. Contractor shall be responsible for determining whether any line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or the Contractor's equipment.

(1) When the Contractor determines the responsible party for failure, the Contractor shall contact the responsible party for the failure and jointly resolve the failure at no cost to the County.

(2) If the failure is determined to be the fault of the Contractor's equipment, hardware, software, or wiring,
the Contractor shall correct the problem at no cost to the County.

d. **Notification.** Contractor shall notify the County at least twenty-four (24) Hours prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts in excess of fifteen (15) minutes.

### 4.3.11 OWNERSHIP

All records related to Phone Calls and Video Visitation Tablets shall be and remain the property of the County. Prior to contract termination, Contractor shall confirm County has received and has access to the full updated and accurate records, and confirm the records complies with the requirements of this contract, UCSO policy and minimum legal requirements.

### 4.3.12 RECORDS

a. **Maintenance.** Contractor shall be responsible for system maintenance records, which identify reported problems.

b. **Call Recordings.** ITS shall retain call recordings for one year from the date the call was placed. Contractor shall retain the call recordings for one year from the date the call was placed.

c. **Extended Retention.** The Contractor and ITS shall retain call recordings and call data that is are identified or requested by UCSO or Court Order to be held beyond the standard retention period. Calls to be retained maybe identified by batch or specific calls. These call recordings and/or data shall be held for the time period identified in the retention request or order.

### 4.3.13 TRAINING/ONGOING OPERATIONS

a. **ITS Training.** Contractor shall provide training to County staff on the ITS features and usage. All trainings shall be at no cost to the County

b. **Training Scope and Schedule.** Contractor shall provide a detailed scope of training, including training schedule, length of training, multiple training times and number of personnel that can attend a training session.
c. **Minimum Trainings.** Contractor shall provide, at minimum, the following trainings:

(1) **Initial.** The first trainings must occur no later than 14 days prior to the "go-live" date. Ample trainings must be provided to accommodate all work shifts obtaining training prior to the “go-live” date.

(2) **Annual.** Annual training on the ITS, including any safety or security risk related to the use of Telephones and Video Visitation Tablets. If requested by UCSO, ample trainings must be provided to accommodate all work shifts.

(3) **Upgrades.** Trainings prior to upgrades of the ITS or any of its components.

(4) **Query and Analytical Tools:** Trainings, to individuals identified by UCSO, in the query and analytical tools and reports functions of the ITS. This training will be provide as requested by UCSO.

**Operation Review Meetings.** Upon the request of UCSO, Contractor will actively engage and participate in regular Bi-Annual Operations Review Meetings. These meetings will not replace routine communication pertaining to day to day issues and the resolution of ITS questions or issues.

### 4.4 DELIVERABLES

Contractor shall maintain and provide reports and statistics about the Services provided. Contractor shall make available to the County accrued data regarding Services provided. Contractor's reporting system must have Ad Hoc Query and report capability and shall provide format modification to enhance readability at the request of the County. Data shall be compiled in appropriate formats as defined by the County. If the County creates specific reports through queries, that report format/query terms shall be able to be saved and so that it can be recreated for different time periods through a simplified, or “shortcut” query. The following list of reports may be modified and/or increased by the County anytime throughout the term of the contract. **Initial Status Reports:** Contractor shall prepare and submit Status Reports to the County during the initial term of the contract (System Integration Period). The Contractor shall submit the reports on the 1st and 15th of each month or the next working day if the due date falls on a
Saturday, Sunday or holiday. County may request Status Reports continue past the System Integration Period. The Status Reports shall, at a minimum, include:

a. Period covered by the report;

b. Project progress and plans;

c. Issues tracking, including deficiencies;

d. Project schedule including work scheduled for completion which was completed and work scheduled for completion which was not completed;

e. Any other information that the County may reasonably require.

1. **Monthly Financial Reports:** Contractor shall provide monthly reports covering the first day of the month through the last day of the month. Financial Reports shall be in a batch format and include reconciliation and accounting details. Batch reports shall be provided in Eastern Standard Time. These reports shall be included with the monthly Revenue Sharing check. Types of monthly reports shall include, but are not limited to the following:

   a. **Phone Calls and Video Visitations:**

      (1) Revenue Statement:

         (a) Total revenue by billing and call type

         (b) Total Revenue

         (c) Total County Revenue Share

         (d) Total Intestate Revenue

      (2) Summary Call Reports: Each report shall contain, at minimum, the following breakdowns:

         (a) Call type

         (b) Payment method

         (c) Number of calls

         (d) Percentage of total calls
(e) Number of call minutes
(f) Revenue generated from call (including all fees)
(g) Percentage of total minutes
(h) Calculation of County Revenue Share Payment
(i) Total Revenue
(j) Percentage of total revenue

2. **Year-End Summary Reports:** Contractor shall submit Year-End Summary Reports, including Annual ITS Management Reports to the County, pertaining to the Services.

   a. Annual Summary Reports at a period to be determined by the county (e.g. fiscal, calendar year, or annually from service start date).

   b. The reports shall minimally provide total call volume, total minutes, and total revenue for each Bill Type (Collect, Prepaid, Payment Platform) and volume of usage through phones or Video Visitation by Call Type (Local, Intralata, Interlata, Interstate, and International calls), whether calls were placed by telephone of tablet and shall also include an aggregate total of each of these values.

3. **General Reports:** County shall be able to run report queries collectively and for each facility, organized by housing unit. Reports shall be able to include, at minimum, the following information:

   a. **Telephones:** Telephone number and location of Telephone with installation date, date removed, date reinstalled and total down time for each Telephone.

   b. **Total Calls Completed and Billed Report:** Total number of calls, total minutes, and amount billed, and shall be broken down by Bill Type (Collect, Prepaid, Payment Platform) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls).

   c. **Total Calls Not Completed Report:** Total number of calls, broken down by Bill Type (Collect, Prepaid, Payment Platform) and by Call Type (Local, Intralata, Interlata, Interstate, and International calls), and the cause for the incompletion of the calls.
d. **Revenue Share Report:** Annual and monthly historical Revenue Share information.

e. **Unauthorized Inmate Call Activity Detected Report:** Report shall be in summary format by facility, and shall contain any information available to support or assist in investigation of such activities.

f. **Summary of System Outages and/or Maintenance Performed Report:** Report shall be in summary format by facility, and shall contain a brief problem, including area affected, description and corrective action taken to resolve the problem. The report shall also include the date and time of the outage, restoration and notification to the County.

g. **Telephone Inspection and Maintenance Log:** This report shall be submitted to the County on a quarterly basis or as required by the County.

4. Contractor shall submit one (1) soft copy, electronically, of each of the Monthly Project Reports, Monthly ITS Management Reports, and Year-End Summary Reports to the County Inmate Services Manager.

5. The Contractor's written reports shall utilize word processor compatible with Microsoft Word for the narrative portions, and a spreadsheet compatible with Microsoft Excel for the Inmate billing and commissions earned reports.

6. Contractor's written reports are due no later than 5:00 p.m. (EST) on the 15th business day of the month reporting or the next working day if the due date falls on a Saturday, Sunday or holiday for the prior month.

7. **Reports Meeting:** Upon County's request, the County Inmate Services Manager and the Contractor's account manager will meet, on reasonable notice, to discuss Contractor's performance and progress under this Contract. If requested, Contractor's account manager and other personnel shall attend all meetings. The Contractor shall provide all information that is requested by the County for the purpose of monitoring progress under this Contract.

8. **Audit:** The County or their duly authorized representative shall have access, at reasonable times, to all reports, Contract records, documents, files, and personnel necessary to audit and verify Contractor's charges to County hereunder. Potential Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of five (5)
years following the date of final payment for the Contractor's services hereunder County reserves the right to audit and verify Contractor's records before final payment is made. The County's representative shall have the right to reproduce any of the previously mentioned documents. Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Inmate Services Manager.

9. Annual Review: Upon County's request, within 30 calendar days following the end of the Agreement year, the Contractor's Project Manager or Senior Management personnel shall meet with the County and provide a comprehensive report of inmate call activity for the Agreement year. In addition, Contractor shall provide a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year, and a contract review for the preceding year.

5 DETAILED SUBMITTAL REQUIREMENTS

5.1 PROPOSAL FORMAT

Proposers should prepare their proposals in accordance with the instructions outlined in this section. Each proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only.

The proposal should be organized into sections:

- **Tab A** for Cover Letter / Executive Summary
- **Tab B** for Company Information;
- **Tab C** for Technical and Feature Overview
- **Tab D** for References
- **Tab E** for Financial Proposal; and
- **Tab F** for Required Signature Forms.

Omissions and incomplete answers will be deemed unresponsive. Please initial any corrections.
A. Cover Letter / Executive Summary

An executive Summary shall provide the name, address, telephone, and facsimile numbers of the Offeror along with the name, title, address, telephone, e-mail address and facsimile numbers of the executive that has the authority to contract with the County. The summary must be signed by an individual authorized to contractually bind the firm and include an expression of the firm’s ability and desire to meet the requirements of the request for proposal. The Executive Summary should not exceed two (2) pages.

Each Company shall make the following representation and warranty in the cover letter/executive summary, the falsity of which might result in rejection of its proposal: “The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”

B. Company Information

Include a description of the firm’s background, its organizational structure, length of time in business, assets available to meet County service requirements, and experience in providing the type of services solicited herein. Include brief resumes of Supervisory Staff and higher that will be associated with the project.

C. Technical and Feature Overview

Demonstrate an understanding of the project; include descriptions and details of the system being offered. Provide an Implementation Plan and Schedule. Include information applicable to the requirements of the system as presented in this RFP. You may list other optional features or services beyond the minimum requirements that may be of interest to UCSO.

D. References

List three (3) references related to this specific communication activity serviced by your company. Provide company name & address, contact name(s) and telephone number.

E. Financial Proposal

Complete the pricing form, Appendix A

F. Required Signature Forms

Proposers should include copies of the following documents:

- Proposal Submission Form, Appendix B - signed
- Addendum Receipt and Anti-Collusion Form, Appendix C - signed
- Iran Divestment Certificate, Appendix D - signed
- W-9 Form - signed
- Copy of Applicable License(s)
6 EVALUATION CRITERIA

6.1 EVALUATION OF PROPOSALS

The County reserves the right to determine the suitability of proposals on the basis of a proposal’s meeting administrative requirements, technical requirements, the review team’s assessment of the quality, performance of the services proposed, and cost.

Evaluation Committee will make a selection based on criteria listed below (no particular order) and other relevant RFP information. Evaluation factors will include, but are not limited to, the following:

- Demonstrated ability to provide the services,
- References
- Price/Cost
- Compliance with the information listed in the RFP

6.2 AWARD PROCEDURES

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal. The County reserves the right to accept or reject any and all proposals, to waive any informality in proposals, and unless otherwise specified in writing by the Proposer, to accept any items in any proposal. The County may, at its discretion, require one or more proposers to appear before an evaluation committee for an interview or to make a presentation. During such interview, the contractor may be required to orally and otherwise present its proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proposers will be notified in advance of the time and format of such meetings. Since Union County may choose to award a contract without engaging in discussions or negotiations, the proposal submitted shall define each proposer’s best offer for performing the services described in this RFP.

The commencement of such discussions, however, does not signify a commitment by Union County to execute a contract or to continue discussions. The County may terminate discussions at any time and for any reason.

A proposal may be rejected if it is incomplete. Union County may reject any or all proposals and may waive any immaterial deviation in a proposal.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
As the County may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The County reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.

County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award document may be a Purchase Order incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Proposer’s proposal as negotiated.

6.3 AWARD

The term of this contract shall be for three (3) years, from the date of award with the option to renew for two (2) additional one-year periods.

Union County shall review the terms and conditions, and confirm performance under this contract has been satisfactory. However, the County reserves the right to terminate the contract or to allow the contract period to elapse.

The parties agree that the contract for services may be terminated by Union County upon providing 60 days written notice.

7 GENERAL CONDITIONS AND REQUIREMENTS

7.1 TERMS AND CONDITIONS

All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

Union County has the right to reject any or all proposals, to engage in further negotiations with any firm submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

All payroll taxes, liability and worker’s compensation are the sole responsibility of the Proposer. The Proposer understands that an employer/employee relationship does not exist under this contract.
7.2 SUB-CONTRACTOR/PARTNER DISCLOSURE
A single firm may propose the entire solution. If the proposal by any firm requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The firm submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

7.3 MODIFICATION OR WITHDRAWAL OF PROPOSAL
Prior to the scheduled closing time for receiving proposals, any Contractor may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 90 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted. The proposal will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked “Modification of Proposal – “2019-016 Inmate Telephone Services”. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

7.4 INSURANCE
At Contractor’s sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. WORKERS’ COMPENSATION
Statutory limits covering all employees, including Employer’s Liability with limits of:

- $500,000 Each Accident
- $500,000 Disease - Each Employee
- $500,000 Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY
Covering all operations involved in this Agreement.

- $2,000,000 General Aggregate
- $2,000,000 Products/Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal and Advertising Injury Limit
- $5,000 Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

- $1,000,000 Combined Single Limit - Any Auto
7.5 ADDITIONAL INSURANCE REQUIREMENTS

A. Contractor’s General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

**UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.**

B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

D. Union County shall have no liability with respect to Contractor’s personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

E. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify Union County’s Risk Manager, at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

F. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____________________

Contract #: _____________________

G. Insurance procured by Contractor shall not reduce nor limit Contractor’s contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

H. Certificate Holder shall be listed as follows:

Union County
Attention:  Risk Manager
I. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurance coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

7.6 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

7.7 EQUAL EMPLOYMENT OPPORTUNITY

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

7.8 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.
7.9 LICENSES

The successful Contractor(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

7.10 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

7.11 IRAN DIVESTMENT ACT NOTICE FOR LOCAL GOVERNMENTS IN NORTH CAROLINA

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certify:

1. That the vendor is not identified on the Final Divestment List of entities that the State Treasures has determined engages in investment activities in Iran;
2. That the vendor shall not utilize on any contract with the State agency any subcontractors that is identified on the Final Divestment List; and
3. That the undersigned is authorized by the Vendor to make this certification.

UNION COUNTY RESERVES THE RIGHT TO REJECT ANY AND/OR ALL QUALIFICATIONS AND TO WAIVE ANY AND ALL TECHNICALITIES.
8 APPENDIX A – FINANCIAL PROPOSAL

RFP # 2019-016 Inmate Telephone Services

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 Proposer’s proposal to be deemed non-compliant and ineligible for contract award.

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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.
Other Fees:
Proposers 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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee Amount</th>
<th>Applicable to Collect, Prepaid Collect, Direct Billed and or Debit?</th>
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<tbody>
<tr>
<td>Prepaid Account Set up Fee</td>
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<td>Prepaid Account Funding Fee via Internet</td>
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<td>Prepaid Account Funding Fee via Telephone</td>
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<td>Prepaid Account Close-out Fee</td>
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<td>Refund Fee</td>
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<td>Account Maintenance Fee</td>
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<td>Inactive Account Fee</td>
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<td>Regulatory Cost Recovery Fee</td>
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<td>Bill Statement Fee</td>
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<td>Single Bill Fee</td>
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<tr>
<td>Universal Service Fund Administrative Fee</td>
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<tr>
<td>Other? Describe any other fee not covered above</td>
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COMPANY NAME: ____________________________________________
This Proposal is submitted by:

Provider Name: _________________________________________________________

Representative (printed):__________________________________________________

Representative (signed):__________________________________________________

Address: __________________________________________________________

_____________________________________________________________________

City/State/Zip:__________________________________________________________

E-Mail Address:__________________________________________________________

Telephone:_____________________________________________________________

(Area Code) Telephone Number

Facsimile: __________________________________________________________

(Area Code) Fax Number

It is understood by the Proposer that Union County reserves the right to reject any and all Proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and rebid this RFP. Proposal is valid for ninety (90) calendar days from the Proposal due date.

The Certificate of Insurance and W-9 must be received before any work is performed.

________________________________       ______________________
Authorized Signature           Please type or print name
Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on [www.co.union.nc.us](http://www.co.union.nc.us) and/or [www.ips.state.nc.us](http://www.ips.state.nc.us). It is your responsibility to check for this information.

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<tr>
<th>ADDENDUM #</th>
<th>DATE ADDENDUM DOWNLOADED</th>
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</table>

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

(Please Print Name)  
Authorized Signature  
Title  
E-Mail Address  
Company Name
11APPENDIX D – IRAN DIVESTMENT CERTIFICATE

RFP # 2019-016
Inmate Telephone Services

Name of Vendor or Bidder: __________________________________________________________

______________________________________________________________________________

IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

______________________________________________________________________________

Signature Date

Printed Name Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

• When a bid is submitted
• When a contract is entered into (if the certification was not already made when the vendor made its bid)
• When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List.

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.