



GENESEE COUNTY PURCHASING DEPARTMENT

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ERIC F. HOPSON

Purchasing Director

January 20, 2012

GENESEE COUNTY REQUEST FOR PROPOSALS #12-001

Sealed proposals will be received until **11:00 a.m. (ET), Thursday, February 2, 2012**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, MI, 48502 for INMATE TELEPHONE SYSTEM AND SERVICES.

A **pre-proposal meeting** will be held at the Genesee County Administration Building, 1101 Beach Street, Room 301, Flint, Michigan 48502, on Monday, January 23, 2012 at 1:30 p.m. (ET). Representation shall be limited to three persons per prospective proposer, due to the limited space available. Questions related to the request for proposal and requirements set forth in this document will be addressed. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by the Genesee County Purchasing Director.

Attendance is not mandatory, but highly recommended. This will be the only opportunity to inspect the site.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are as follows:

DUE DATE: THURSDAY, FEBRUARY 2, 2012 @ 11:00 AM
PROPOSAL REQUEST NUMBER: #12-001

Eric F. Hopson

ERIC F. HOPSON, PURCHASING DIRECTOR

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Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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RFP #12-001 INMATE TELEPHONE SYSTEM AND SERVICES

SECTION 1. INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **11:00 a.m. (ET), Thursday, February 2, 2012** at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, MI, 48502. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. A **pre-proposal meeting** will be held at the Genesee County Administration Building, 1101 Beach Street, Room 301, Flint, Michigan 48502, on Monday, January 23, 2012 at 1:30 p.m. (ET). Representation shall be limited to three persons per prospective proposer, due to the limited space available. Questions related to the request for proposal and requirements set forth in this document will be addressed. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by the Genesee County Purchasing Director.

Attendance is not mandatory, but highly recommended. This will be the only opportunity to inspect the site.

3. **Submit one original, two paper copies and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal.
4. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
5. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.

Genesee County is exempt from the payment of any sales, excise, or Federal transportation taxes.

6. The County's Standard Proposed Contract is attached (Attachment 1) to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
7. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

8. Local Preference for Genesee County Businesses: In the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Genesee County Businesses shall be afforded five (5) percent of the total evaluation points up to a maximum of five (5) points.
9. Use the following format for your proposal:
 - Copy of RFP # 12-001, page 1-35
 - Signature Page – This document must be signed by an authorized representative of the proposer.
 - Proposal Form – Include proposed signing bonuses, prepaid commissions, rate per call type, and commissions earned per call type on this form.
 - Reference Page - Proposer must provide a list of 5 current customer references that the County may contact. Proposers are advised that references may be contacted without further consent or approval of the proposer.
 - Insurance Checklist – This form must be signed by an authorized representative of the proposer and the proposer’s insurance carrier.
 - Vendors are encouraged to provide a narrative summary explaining their reasons for their quoted rates.
 - Experience in the Inmate Telephone System Industry -Years and nature of experience in providing inmate telephone systems and services
 - Most Recent Certified Financial Statements - Proposer must show proof of profitability and financial stability.
 - Litigation Statement - The proposer must include a description of all litigation that is pending and all litigation in which a judgment was made against the proposer during the previous three years.
 - Statement of Exceptions – See Section 3.11.
 - Specific proposal responses and requirements set forth in this document. (See verbiage shaded in blue for reference)
 - Proposed System Features of Value and Not Specified - Provide features about your firms proposed system that may not have been specified in the requirements included in this solicitation.

SECTION 2. STANDARD TERMS AND CONDITIONS

1. **Genesee County Purchasing Regulations**: All procurements are conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, Michigan, 48502.
2. **Evaluation and Award**: The contract will be awarded to the responsible offeror whose proposal is determined to be most advantageous to the County, based on the evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal, and to negotiate with the apparent successful offeror in the best interest of Genesee County.
3. **Discussion with Responsible Offerors and Revisions to Proposals**: Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Unless otherwise indicated in the Request for Proposals, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.
4. **Cancellation; Rejection of Proposals**: The Request for Proposals may be canceled by Genesee County at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interests of Genesee County.
5. **Receipt of Proposals**: It is solely the responsibility of the offeror to assure the timely receipt of its proposal at the location indicated in the proposal announcement. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
6. **Tax**: Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.

7. **Non-Discrimination:** The successful proposer/Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Breach of this covenant shall be regarded as a material breach of this contract.
8. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
9. **Conflict of Interest:** Each offeror, by submitting a proposal, represents that the offeror has no knowledge that any employee, representative or agent of the offeror is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the offeror, and represents that the offeror reasonably believes that no employee, representative or agent of offeror is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the offeror.
10. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the RFP's specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
11. **Offeror's Representations:** Each offeror, by submitting a proposal, represents as follows:
 - 1) That the offeror has read and understood the RFP documents and has submitted its proposal in accordance therewith;
 - 2) That the proposal has been submitted by a duly authorized owner, partner, or corporate officer;
 - 3) That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.
12. **Independent Contractor:** Offeror agrees that if awarded a contract, it shall be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.
13. **Insurance:** Each offeror must submit a completed Genesee County Insurance Checklist, if so stipulated in the RFP. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.
14. **Indemnification:** The successful offeror shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.
15. **Warranty:** The offeror warrants that all goods and services furnished under a contract resulting from this RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's

standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the offeror.

16. **Applicable Law:** Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.
18. **Right to Inspect:** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
17. **Right to Audit:** Genesee County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.
18. **Safety:** Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that "presumed asbestos containing materials" ("PACM") exist in these buildings.

Animal Shelter	Galliver Building
County Courthouse	Mt. Morris 67th District Court Building
County Administration Building	

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

SECTION 3. ADDITIONAL TERMS AND CONDITIONS

1. **Purpose:** Through this RFP, Genesee County ("the County") is soliciting proposals from qualified firms who can provide an Inmate Telephone System and Services for the Genesee County Sheriff's Department.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Sheriff's Department. The contact person is Mr. Eric F. Hopson, Purchasing Director, Genesee County, 1101 Beach Street, Room 200, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and ehopson@co.genesee.mi.us. Email is the preferred method of contact.
3. **Questions & Inquiries:** In preparing proposals, prospective proposers are advised to rely only upon the contents of this RFP and written clarifications (addenda) issued by Genesee County. All questions regarding this RFP shall be submitted in writing by mail or email, and received no later than **Wednesday, January 25, 2012 by 12:00 p.m. (ET)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing, as an addendum, by Genesee County. Telephone questions will not be answered.
4. **Errors, Omissions, and Discrepancies:** If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the

Genesee County Purchasing Director of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this solicitation prior to submitting a proposal or it shall be waived by the proposer.

5. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/departments/purchasing>). Further, all proposers shall acknowledge having seen any and all addenda issued (1, 2, 3, etc.) on the Signature Page.
6. **Scope of Work:** The work outlined in this request for proposals (RFP) is more specifically contained within sections 6-10.
7. **Preparation of Proposals & Cost:** Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP. All costs incurred in the preparation of a proposal to this RFP or any costs prior to approval of a contract by Genesee County and formal notification to the selected proposer will be the responsibility of the proposer, and will not be reimbursed by Genesee County.
8. **Proposal Modifications:** Clarifications, modifications, or amendments to any proposal that has been submitted, but prior to the proposal opening date, may be made in accordance with the Genesee County Purchasing Regulations.
9. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
10. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format provided in Section 1.9. In addition, at least one of the proposals submitted shall include an **original signature** of the official authorized to bind the proposer to its provisions.
11. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the Standard Proposed Contract and this RFP. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
12. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from all terms, conditions, specifications or requirements associated with this solicitation.
13. **Validity Period:** Any proposal submitted as a result of this Request for Proposals shall be binding on the proposer for 120 calendar days following the due date.
14. **Right To Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
15. **Clarification of Proposals:** Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Prospective proposers may be required to make a presentation of their proposal; this opportunity would provide the proposer the ability to clarify its proposal to ensure mutual understanding of the services to be provided. Clarification of proposals is solely at the discretion of Genesee County and the County will schedule presentations/interviews if necessary within the discretion and written approval of the Purchasing Director.

During the aforementioned procedures, neither the names of any of the offerors nor the contents of any proposal will be disclosed until the completion of negotiations and revisions of proposals.

16. **Best and Final Offers:** Negotiations may be undertaken with those proposers whose proposal based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. Genesee County will determine if it is in its best interest to seek a 'Best and Final Offer' from prospective offerors that submitted proposals. Soliciting Best and Final Offers may provide short listed firms the opportunity to amend or change their proposal to make it more advantageous to Genesee County. Genesee County reserves the right to choose whether or not to exercise this option. The contract that may be entered into will be awarded based on the proposal and possible Best and Final Offer that is the most advantageous to Genesee County.

During the aforementioned procedures, neither the names of any of the offerors nor the contents of any proposal will be disclosed until the completion of negotiations and revisions of proposals.
17. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.
18. **Acceptance of Proposal Content:** The contents of the proposal of the successful offeror and its Best and Final Offer (if applicable) may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation or termination of the contract.
19. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
20. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
21. **News Release:** News releases pertaining to this RFP or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the Contract Administrator. No information regarding the procurement and services shall be released without prior approval of the Contract Administrator.

SECTION 4. PROJECT TIMETABLE

Time is of the essence in completing this procurement. The following timetable shall be used as a working guide for planning purposes. Genesee County reserves the right to adjust this timetable as required during the course of procurement.

Request for Proposals Issued	January 17, 2012
Date of Pre-proposal Meeting	January 23, 2012
Deadline for Written Questions	January 25, 2012
Proposals Due In Purchasing	February 2, 2012
Contract Effective Date	February 27, 2012
System & Service Implementation Date	February 27, 2012

SECTION 5. MINIMUM QUALIFICATIONS OF PROPOSERS

In order to qualify for contract award, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, and experience necessary to meet all contractual requirements.

At a minimum, the following requirements are necessary for the submission of a proposal:

1. **Financial Stability:** Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
2. **Core Competency:** The proposer must be primarily or significantly engaged in providing the system and services as indicated in this solicitation.
3. **Years of Experience:** All proposers must have at least five (5) years of qualifying, direct experience, as determined by Genesee County, in the provision of Inmate Telephone Systems and Services on behalf of a County and/or State Adult Correctional Facilities.
4. **Account Size & Customer Base Requirements:** Proposer shall be experienced in providing inmate telephone systems and services to large customers with over 50 stations in one location, and shall have an installed base of no less than 50 inmate telephone system installations.
5. **Professional Experience & Qualifications:** The proposer's personnel and management to be utilized in the services required shall be knowledgeable in this market with demonstrated expertise. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract. At a minimum, the maintenance force personnel shall have three years experience in the maintenance and repair of inmate or pay telephones. [In the proposal response all proposers shall include the resumes of the proposer's project manager, account representative and primary system technician that would be assigned to this account.](#)
6. **Proposer's Cooperation:** Willingness to supply information requested by Genesee County concerning a determination of its responsibility. If the proposer fails to supply any requested information, Genesee County will base its determination of responsibility upon any available information or may find the proposer non-responsive and not-responsible if such failure is unreasonable.

If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County shall not consider its proposal for award.

SECTION 6. BACKGROUND INFORMATION AND PRESENT SERVICE

The Genesee County Jail has an approximate average daily population of 580 inmates. DSI-ITI, LLC, a subsidiary of Global Tel Link Corporation has been the Genesee County Jail's Inmate Telephone System provider since September of 2008.

The intent of this proposal is to procure the provision of approximately 83 fixed inmate telephones, 1 portable telephone, an Inmate Telephone System, and required services at the Genesee County Jail and a related location. Inmate telephones, system and services are expected to be provided at the following locations:

<u>LOCATION</u>	<u># OF PHONES</u>
• Genesee County Jail 1002 S. Saginaw Street	75 phones
• Genesee County Jail Portable Phone	1 phone
• Central District Court Detention Area 630 S. Saginaw Street	4 phones
• Circuit Court Holding 900 S. Saginaw Street	4 phones

SECTION 7. TECHNICAL & FUNCTIONAL REQUIREMENTS

The intent of this RFP is to procure the provision of approximately 83 existing fixed inmate telephones, 1 portable inmate telephone, an Inmate Telephone System and required services per the requirements included in this solicitation.

All proposers shall include in their proposal the provision of equipment, local, long distance, intralata and interlata services. Additionally, all proposals shall include a package consisting of installation, maintenance, and collections. Proposers must inspect each installation site and submit proposals that provide replacement telephones, enclosures, panels, and any other necessary equipment as needed.

All proposals shall include equipment and a system that have the minimum technical and functional requirements:

1. **System Configuration:**

The inmate telephone system proposed by the proposer shall be a turnkey, Non-Coin Telecommunications Service.

The proposed inmate telephone system at the Genesee County Jail must be capable of completing station-to-station and/or person-to-person collect calls from inmates to both touch-tone, rotary dial telephones, and cell phones.

The proposed inmate telephone system shall not require any electrical outlets at the actual telephone set locations.

The system should have the capability of simultaneously recording all inmate calls 24 hours a day, 7 days a week.

2. **Instruments:**

If the telephones are replaced, the Contractor shall install new inmate stations made of heavy gauge steel construction with armored keypad and lexan type handset. All units shall be provided with a handset cord, which will withstand 800 pounds of longitudinal tension. Each station shall be secured with special security type screws. Keyed locks shall not be acceptable. Telephones must be in full compliance with Americans with Disabilities Act (ADA). [All proposers shall provide a catalog cut sheet of proposed telephone instruments.](#)

Inmate telephone sets must be wall mounted, of stainless or equivalent tamper-resistant durable construction.

One portable inmate telephone set must be provided at the Genesee County Jail complex.

3. **Access:**

The inmate telephone system must provide outgoing collect service with no access to other direct dialed or operator handled service except numbers which are requested in writing by the Jail Administrator. The system must be restricted to outgoing calls only, no incoming calls are allowed. Sheriff's Department personnel must retain the capability of turning off or blocking service to any telephone or group of telephones from a central location inside the facility.

The system shall be designed so that the Contractor can upload changes in rates, speech or programming via PC and Modem or other electronic medium.

All telephones must be FCC registered and [Contractor's current FCC number shall be provided as part of the proposal response.](#) Proposer shall submit a detailed description of all specific features offered.

The system proposed must be designed to use automated operations only. Further, the system should provide clear voice prompts to complete calls without the use of an operator. [Proposer must provide a clear description of all automated operator services that will be used for Inmate calls.](#)

4. Calling Instructions:

Each telephone will be equipped with a faceplate that includes calling instructions for the type of calls allowed. In addition, voice prompt instructions will be provided to the inmate in up to ten (10) languages chosen by the County.

5. Problem Reporting Capabilities:

The proposed system should have automatic problem reporting capabilities by phone, fax, or email and provide automatic notification to the Proposer that the telephone is out of service. [Proposer shall be required to fully describe those capabilities in response to this paragraph.](#) Contractor shall notify the County of any failures immediately with an estimated restoration time. Further, Contractor will provide updates on an hourly basis until service is restored.

6. Call Blocking:

The system must be capable of blocking at least 1,000,000 individual numbers, area codes, or exchanges, as well as automatically blocking calls to a number after charges have been denied for a preprogrammed number of attempts. [Proposer shall state the method and quantity of telephone numbers the system can block. Additionally, proposers shall provide a protocol for call blocking identifying the reasons as to why a call to a number would be prohibited.](#)

7. Call Branding:

All collect calls placed from the County Jail and related locations from inmate telephones must be capable of being identified to the called party as follows:

“This is a collect call from inmate, _____ (Inmate speaks name) from the Genesee County Jail. The charges are _____ per minute.”

In addition, the system must have the capability to inform the called party at selected intervals during the conversation that they are speaking with an inmate.

8. Answer and Termination Detection:

The telephone system must record the method in which the call was accepted or denied. Further, the system must record the method in which the call was terminated. This information must be contained within the call detail records (CDR) and be included in call detail reports.

9. Call Detail Reports:

The inmate telephone system shall provide full call detail records for use in administrative and investigative purposes. The inmate telephone system memory should be capable of all call record detail for the length of the contract.

Call detail reports should be available to the County on a real time basis via the on-site terminal. The records shall provide, at a minimum, the following information on all outgoing calls:

- a. Time of day originated and terminated
- b. Station number originating call
- c. Number dialed
- d. Line or Trunk group and trunk number call route
- e. Duration of call in minutes and seconds
- f. Method of call termination

- g. Location of the station originating the call

All call detail records must be collected and stored real time at a central, secure location, as well as the on-site PC.

The proposed system must provide to County Jail personnel the following reports, displaying, and printing both real time and historical detail records based on the following criteria:

- a. Called number and duration
- b. Specific date or range of dates
- c. Disposition of call
- d. All calls placed from a specific telephone or group of telephones
- e. Call history
- f. Cumulative call progress statistics
- g. Method of call acceptance or denial
- h. Calls by inmate/system user (inmate PIN)

[Samples of call detail reports must be provided with the proposal response.](#)

The inmate telephone system must be able to generate frequency reports including origination number, destination number, inmate PIN, and trunk identification number. All frequency reports must be available in chart format.

10. Monitoring Stations:

Proposers shall supply Genesee County with a minimum of two monitoring stations to be located in areas designated by the Sheriff's Department upon award of contract.

11. Call Length Control:

Genesee County Sheriff's Department officials shall be given total flexibility to limit the length of calls placed by inmates, i.e. 15 minutes based on the day of the week, type of call, and the inmate's "privilege" level. The inmate shall be warned prior to disconnecting that the call time limit is about to expire.

12. Call Supervision:

The inmate telephone system must provide line-monitoring capability via a line indicator at a central location with which Sheriff's Department personnel should have the ability to select any access line by pressing a single button or issuing a simple keystroke command.

Neither the called party nor the inmate should detect an audible indicator that would warn him/her that the line is being monitored.

All call monitoring should be available via the inmate telephone system workstation. No other equipment should be required.

The inmate telephone system should allow users with the appropriate password level to terminate an inmate call in progress instantly from the PC workstation.

Sheriff's Department personnel with the appropriate password level should have the ability to break-in on a specific inmate call in progress and talk to both parties (the inmate and the called party).

13. Call Validation:

All calls shall be validated on a real time basis to eliminate access to blocked numbers, cellular telephones, payphones, pagers, or other unacceptable numbers.

The system shall be designed to eliminate any and all access to a live operator.

14. Controlled Access:

The proposed inmate telephone system must provide Sheriff's Department officials with a means of controlling general access to telephone services. The system should provide a means to set telephones and groups of telephones in or out of service at predetermined times. [Proposers shall describe in detail how this will be accomplished.](#)

Sheriff's Department officials shall have the capability of shutting down all telephones in a cellblock or all telephones in the entire facility upon demand.

15. Fraud Control:

Aid in controlling fraudulent use of the telephone network shall be provided by interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing.

The County will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Fraudulent calls shall be the sole responsibility of the Contractor.

The system shall have the capability to detect the dialing of additional DTMF's following call connection. Upon detection, the system should play a warning message to the inmate and the called party.

16. Inspection Audit and Maintenance of Reports:

The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.

The County or their representatives shall have access, for the purpose of examination, to any books, documents, papers and records of the Contractor as it relates to this Contract.

The County may cancel any resultant Contract for refusal by the Contractor to allow access to all documents, papers, or other materials originated or received by the Contractor in conjunction with this Contract. The County may cancel the Contract if examination of the material provided by the Contractor in conjunction with this Contract provides cause to terminate due to non-compliance or fraud.

17. Maintenance Diagnostics:

The system software should be designed to interrogate the system to perform continuous self-test diagnostics without Genesee County Jail personnel intervention.

When the system detects a problem, a trouble ticket is automatically generated in the form of an e-mail. This e-mail should be automatically sent to the Contractors maintenance center with no intervention required by facility personnel.

[Contractor shall include with submitted proposal clear, concise information describing the operation of the diagnostic system.](#)

18. Network Access:

[Contractor shall describe how the network will be accessed to complete calls dialed by inmates \(i.e. T-1 or switched access\).](#)

[Describe in detail the process a call would follow including voice prompts, validation process, and acceptance/denial process.](#)

19. Inmate PIN System:

The inmate telephone system must be capable of assuming a unique PIN for each inmate. Each PIN should be between six (6) and fifteen (15) digits in length. The system shall provide an automated PIN setup feature that allows an inmate to set up his own PIN record from a specified setup phone.

Call duration, call velocity (# of calls allowed within a specified time frame), programmable free calls and phone usage periods can be programmable by individual inmate PIN.

Each inmate PIN will have an associated call allow list that includes telephone numbers an inmate is permitted to call. The inmate telephone system will provide for automated registration of the destination numbers for each inmate allow list.

20. Officer Check – In:

The system shall have the capability of allowing Sheriff's Department Corrections Officers to "check-in" from any phone in the system, entering his PIN number and creating a report log of the time, date, and officer's name.

21. Hot Number Alerts:

The system shall allow an administrator to designate "Hot" PINs, "Hot" destination numbers, or "Hot" stations. When the system detects that a call is being made using any of these pre-programmed "Hot" PINs, destination numbers, or stations the system will automatically call destination numbers designated by the County. This call will alert the call recipients to the number being dialed, the PIN used in dialing, and the originating inmate station. This alert system must allow for remote monitoring by the call recipient.

22. Remote Monitoring:

A system administrator shall have the ability to send a call in progress to any remote phone number for live monitoring. The system shall require a pass-code from the monitoring party. The system shall also allow a remote user to call into the system and monitor a call in progress by selecting the channel to monitor and entering his pass-code.

23. Attaching Notes to Call Detail Records:

Genesee County Jail personnel must be able to attach a note document to any call record such as the case number or other pertinent information. This note should have the capability to be saved to a disk, CD and/or flash drive and used in a word processing programs like Microsoft Word and still retain the formatting. In addition, the inmate telephone system should have the capability to conduct searches on the information contained within the notes, i.e. case number, inmate name, etc.

24. Miscellaneous Telephone Equipment:

Contractor shall provide as part of the Contract all miscellaneous equipment such as computer, printer, modems, and system software necessary to allow Sheriff's Department officials to query, display, and print individual inmate telephone activity. Equipment shall be supplied with system software needed to interface with the Inmate Telephone System to perform such functions as traffic management, system administration, call blocking and maintenance diagnostics. System software shall be security level based and password protected.

25. Operator Services and Voice Prompts:

Automated operator services provided by the inmate telephone system shall provide a minimum of four (4) languages and a maximum of ten (10) languages. At a minimum, these language options must include English and Spanish.

If additional languages should be required, the system shall be capable of providing automated operator voice prompts in up to ten (10) languages at no extra cost to the County. Modification or addition of languages shall be made at no extra cost to the County.

Any voice prompt required during the operation of the inmate telephone shall be clear and concise.

26. Uninterrupted Power Supply (UPS):

Inmate Telephone Systems at the facility shall be provided with an uninterruptable power supply (UPS). The UPS shall prevent potential problems in the telecommunications system caused by power surges and spikes.

27. System Integrity:

It shall be the responsibility of the Contractor to assure an operational system including any and all interfaces with the regulated common carrier and the availability of required central office facilities. By submitting a proposal, the proposer agrees that:

- a. The proposer is familiar with the local conditions under which this inmate telephone system must perform.
- b. The proposer possesses the capabilities, hardware, and personnel necessary to provide an efficient and successful inmate telephone service system.
- c. The proposer agrees that he/she shall be solely responsible for all services associated with this solicitation and subsequent contract.
- d. Notwithstanding the details presented in this RFP, it is the responsibility of the proposer to verify the completeness of the requirements and their suitability to meet the intent of this RFP. Any additional necessity for services required by the proposer to meet these specifications shall be provided by the proposer at no extra cost or decrease in commission revenue to the County.

28. Call Recording:

The inmate telephone system must provide a fully integrated recording component for use in recording inmate telephone calls. Telephone administration, conversation monitoring, and conversation recording and playback should all take place from a single workstation.

Digital optical disks, hard drive arrays, or comparable medium are to be used for short and long term storage and instant reproduction access. Tape media is **not** acceptable.

The recording system must store a *minimum* of ninety (90) days worth of recorded calls on-line for immediate retrieval without a change of storage media.

The recording system shall utilize voice recognition technology to flag and search recorded conversations containing key words as defined by administrative personnel.

The system shall allow a user to send a recorded conversation to any telephone number within the Continental United States for playback via telephone to call recipient.

The recording system shall allow for live monitoring in real time, without any interference to existing recording operation. Monitoring shall not be detectable by the callers.

For playback purposes, the recording system shall provide the Sheriff's Department personnel the ability to "group" recorded calls based on station, cellblock and/or area (i.e. administration or inmate).

The system shall provide the hardware and software to allow recorded calls to be transferred to a CD medium for transport and replay on any computer. The transferred record shall include the call record detail (time and date of the call, origination number, destination number, duration and caller's PIN number), the recorded call including prompts that announce user's name, and a security envelope that includes a "check sum" to insure to a technical certainty the authenticity and integrity of the record.

29. Prepaid Calling:

The inmate telephone system must provide a prepaid calling option for inmates. Inmates should be able to purchase prepaid calling time via the Genesee County Jail's commissary system. The prepaid system should allow for international calls and should not require any assistance from a third party. All prepaid calls should be subject to call restrictions such as blocking, velocity, call duration, etc.

SECTION 8. ACCOUNT SUPPORT

1. Billing:

All call records shall be downloaded daily directly to the billing company. [Proposer must describe this process in detail in response to this paragraph, specifically how tampering with call records is addressed and eliminated.](#)

2. Commission Payable:

The proposed commission payable shall be based on a percentage of the Contractor's gross billings (Commission Rate) for all calls placed on the Inmate Telephone System. Total gross billings shall for the purpose of this RFP be defined as total calls placed on or through the Inmate Telephone System, billed at the rates authorized under the Contractor's proposal, as accepted by Genesee County or as subsequently modified pursuant to the proposal specifications or Best and Final Offer. Call detail records must be provided pursuant to the Call Detail Reports paragraph on page 10 herein for all calls placed on or through the Inmate Telephone System. All such calls must be billed in the manner outlined above. No deduction or credit shall be given for any expenses, allowances, bad debts, disconnects, or for billed calls which for any reason are not collected or which otherwise do not result in revenue to the Contractor. Proposers are cautioned that the commission payable to the County is based on a percentage of total gross billings as defined above with absolutely no deductions or credits given to the Contractor. The commission quoted by each proposer should be calculated accordingly.

[All proposers shall indicate the proposed Commission Rate/Commission Payable to the County as a percentage of gross revenue/gross billings. This information shall be included on the Proposal Form.](#)

3. Commission Checks:

Commission checks shall be submitted to the Genesee County Purchasing Department on a monthly basis, and shall be accompanied by a report which itemizes by facility, minutes of usage, number of calls, gross billings and commission for each telephone. Commission payments shall be made within thirty (30) days after the closing of the billing cycle. Full documentation, including records of billing companies, shall be provided monthly detailing how the "gross billing" was determined.

4. Narrative of Account Support:

[Proposers shall submit a detailed narrative describing Proposer's existing account support staff, offices, equipment, and software. If Proposers proposes to add](#)

additional account support in order to meet the requirement of this RFP, proposers should describe specifically how its present account support would be supplemented.

5. Value Added Services:

All proposers may provide information on any value added services their firm is willing to provide Genesee County. This information will be used in evaluating proposals that are most advantageous to Genesee County. Proposed Value added services may include, but not limited to prepaid commission payments, software applications that will improve jail management practices, and/or other incentives. Proposers should note that the provision of value added services in no guarantee of contract award.

6. Access to Historical Data: The Genesee County Sheriff's Department is interested in having access to data/potential evidence that exists in the current system. Proposers are encouraged to provide suggestions as to how existing data may be archived to support existing and ongoing Genesee County Sheriff's Department investigations.

SECTION 9. INSTALLATION, TRAINING, TESTING, AND ACCEPTANCE

1. Implementation Plan:

The Contractor will cooperate fully with any scheduling requirements issued by the County. Contractor will be responsible for keeping the County informed of their progress at all times. All software and hardware as proposed shall be installed and be fully operational per manufacturer's specifications for such equipment by February 27, 2012. If equipment replacement is required, all new equipment will be installed so that minimum downtime is necessary.

2. Installation & Disconnection:

The County shall determine the locations as well as the need for future installations and disconnects. Successful contractor shall be responsible for all costs associated with the installation or disconnection throughout the term of the Contract. Contractor shall not be entitled to an adjustment in the quoted commission rate due to an increase or decrease in the number of stations during the term of the Contract.

3. Licensing, Certification, and other Statutory Requirements:

It shall be the responsibility of the Contractor to meet and obey all applicable Federal and State Licensing and certification requirements. This shall be done at the Contractors expense, with no expense to the County. All applicable federal, state, and local laws, rules and regulations governing telecommunications service contracts shall apply to the Contractor and be deemed incorporated into the Contract.

4. Liability:

Contractor will be responsible for all equipment, material, and supplies during installation. The County will not be liable for any loss or damage during the installation process. All sites shall be left in clean, working order at the end of each business day. Additionally, implementation shall occur in a manner that causes minimal disruption to the operations of the Genesee County Jail.

5. Limitations on County Liability:

The County shall provide space and electric power for the inmate telephone system. The County shall have no liability to Contractor for fraud, theft, casual damage or loss from whatever cause to Contractor's equipment including, vandalism/damage inflicted by the inmates on the inmate stations or Contractor's system.

6. Single Point of Contact:

The Contractor shall appoint a single point of contact, a Project Manager, who will be accessible to the County during the installation and who will be responsible for all coordination between the Contractor, the County, and the TELCO representative.

7. TELCO Coordination:

The Contractor shall be responsible for all coordination with the local Telephone Company regarding installation and maintenance of lines. However, the Contractor is not to order, or place in service, any equipment or facility that would result in charges to the County, without prior written County authorization.

8. Training:

The Contractor shall provide training to make Sheriff's Department personnel familiar with the operation of the inmate telephone system and all auxiliary services at no extra cost to the County.

9. Equipment Compatibility:

Contractor shall be solely responsible for the compatibility of the offered equipment with any and all circuits and facilities as provided by the local telephone company and all other inter-exchange carriers to meet the requirements of these specifications.

10. Use of Existing Equipment or Replacement:

It's possible that Inmate telephones may be purchased from the existing contractor by the Successful Proposer. Time is of the essence in completing system implementation and "going live" by February 27, 2012. Therefore, the Successful Proposer may propose using existing inmate telephones to insure meeting the implementation date. All arrangements for the use of existing inmate telephones will be negotiated by the current contractor and Successful Proposer. Additionally, all costs for the use of existing inmate telephones from the current contractor will be the responsibility of the Successful Proposer.

In the event a proposer desires to provide a one-for-one replacement of Inmate telephones in their current locations with new equipment (as specified), complete replacement must be accomplished without substantial disruption of service or damage to County property. Damages caused by the removal/reinstallation of equipment shall be repaired at the expense of the Contractor. The replacement of all inmate telephones must be accomplished by February 27, 2012. If the Contractor provides a system and required services to the County for a five year period, the County shall require the replacement of all existing phones with new phones at the end of the third year.

The proposer shall indicate whether existing Inmate telephones or a one-for-one replacement with new Inmate telephones will be used as part of their proposal response for year one of the contract term.

11. Acceptance:

The County reserves the right to test equipment and service for satisfactory performance for a period of sixty (60) days. After the test in the event that the equipment and/or service is not acceptable, the County will notify the Contractor in writing and give the Contractor (30) days to bring the equipment and service to a satisfactory level. If the equipment and/or service remain unsatisfactory, the County reserves the right to terminate the Contract and change Contractors. The Contractor shall commit to providing service in the interim until the new Contractor can replace equipment, at which time the Contract becomes terminated. Contractor shall state compliance with this paragraph.

SECTION 10. MAINTENANCE AND ONGOING SUPPORT

1. Maintenance Support:

Contractor shall provide twenty-four (24) hour telephone access with a local or toll free number for full maintenance support for all stations and will be responsible for providing coordination of repairs on local/intralata/interlata services. Contractors must comply initially as well as in future years with all applicable state and federal regulatory changes without cost to the County. Any and all repairs shall be performed at the Contractor's expense during the term of the Contract. A record of downtime by telephone shall be retained as to the frequency, type, and duration. **Proposer's shall include a discussion of parts availability with the proposal response.**

The system must provide automated generation of trouble tickets using the system's integrated email feature. These trouble tickets will be sent via email to appropriate technical support personnel.

2. Maintenance Response:

Contractor must respond remotely within four (4) hours of notification. Contractor shall provide the County with progress reports via email.

3. Maintenance Force Experience:

Proposer shall designate in proposal response whether maintenance is to be provided by Contractor personnel or by subcontractor. The experience level of the entire maintenance force shall be detailed. At a minimum, the maintenance force personnel shall have three years experience in the maintenance and repair of inmate and pay telephones.

SECTION 11. EVALUATION CRITERIA

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. The RFP/Contract will be awarded to the offeror who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the following criteria listed in order of importance.

- Suitability of the System and Services proposed.
- Financial Benefit & Value to Genesee County
- Proposed rates to be charged on inmate calls made at the County jail
- Experience & References
- Capability and Capacity to provide the required system and services
- Management & Staff Qualifications
- Appropriateness of Implementation Plan
- Responsiveness of Proposals

SECTION 12. CONTRACT INFORMATION

- 1. Contract Term:** The initial term for this contract may be for a three (3) year or five (5) year period from the date negotiated by the parties, with the option to renew for an additional one (1) year period. At the end of the contract, including any renewals, the successful contractor agrees, if necessary, to provide service on a month-to-month basis until the County can procure a new contract through the RFP process.
- 2. Contract Termination:** Genesee County may, upon 60 days written notice to the Contractor, terminate the contract (1) if it determines that the Contractor has failed to perform its services in a manner satisfactory to the County as per contract requirements, or (2) for convenience. The County shall be the sole judge of non-performance.
- 3. Contract Document:** The contract document will consist of the RFP, the proposal submitted by the successful proposer, any best and final offers, and a separate document signed by the proposer and the County which will include any additional contractual requirements.

Each Proposer shall enclose a copy of any applicable contract that Genesee County may be required to sign.

4. **Subcontractors**: If any part of the work is or will be subcontracted, [the proposer shall provide the name and address of the subcontractor within the proposal response](#). All subcontracted work will be bound by the same terms as contained in the Contract. The Contractor shall be held responsible for all work performed by any subcontractor(s).
5. **Non-Assignability**: The contract may not be assigned, transferred or conveyed by the Contractor without the express written consent of Genesee County.

**PROPOSAL FORM
GENESEE COUNTY RFP #12-001**

Proposed Signing Bonus

Three (3) Year Contract: \$ _____ Five Year Contract: \$ _____

Proposed Annual Pre-paid Commission Payment

Amount of annual pre-paid commission payments (see Section 8.5): \$ _____

Proposed Inmate Calling Rates

Please provide your proposed inmate calling rates for the following rate types. Include mileage bands where applicable.

Station-to-Station:		Person-to-Person:	
Local	_____	Local	_____
IntraLATA	_____	IntraLATA	_____
InterLATA	_____	InterLATA	_____
Interstate	_____	Interstate	_____

Proposed Commission Rates

Provide your proposed commission offer to the County for the following call types. Also include your proposed commission offer for prepaid calls. Please note all commission offers must be expressed as a percentage of gross revenue/billings.

Station-to-Station:		Person-to-Person:	
Local	_____	Local	_____
IntraLATA	_____	IntraLATA	_____
InterLATA	_____	InterLATA	_____
Interstate	_____	Interstate	_____

Company Name _____

Note: The County is interested in determining which proposal is likely to result in the most financial value to the county. The County recognizes that the marketplace, as opposed to the quoted rates, will ultimately determine which proposal will produce the greatest revenue.

REFERENCES AND INSTALLATIONS

List 5 references of similar installations and services

1 Company Size of Facility

Contact Name

Address

Phone Number

of Inmate Phones

2 Company Size of Facility

Contact Name

Address

Phone Number

of Inmate Phones

3 Company Size of Facility

Contact Name

Address

Phone Number

of Inmate Phones

4 Company Size of Facility

Contact Name

Address

Phone Number

of Inmate Phones

5 Company Size of Facility

Contact Name

Address

Phone Number

of Inmate Phones

GENESEE COUNTY INSURANCE CHECKLIST

RFP Title INMATE TELEPHONE SERVICES	Bid Number 12-001
Coverages Required	Limits (Figures denote minimums)
<u>X</u> 1. Workers' Compensation	Statutory limits of Michigan
<u>X</u> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<u>X</u> 3. General Liability 1,000,000/OCC/AGG	Complete entry no. 24. Items 4-9, 11 and 12 require \$1,000,000 combined single limit for Bodily Injury & Property Damage (BI & PD), each occ
<u>X</u> 4. Products/Completed operations	
<u>X</u> 5. Contractual liability	\$1,000,000 general aggregate (gen. agg.), if applicable
<u>X</u> 6. Automobile liability- Owned, hired, nonowned accident	\$1,000,000 combined single limit each
<u>X</u> 7. <u>Genesee County named as an additional insured on other than Workers Compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be Included with the certificate.</u>	
<u>X</u> 8. Other insurance required: PRODUCT LIABILITY	
<u>X</u> 9. 30 days' cancellation, nonrenewal notice required. (Non-Payment of premium notice accepted 10 days prior to cancellation)	
<u>X</u> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<u>X</u> 11. The certificate must state bid number and title	

Insurance Agent's Statement

I have reviewed the requirements with bidder named below. In addition:

_____ The above policies carry the following deductibles:

_____ Liability policies are *occurrence* _____ *claims made* _____

Insurance Agent

Signature

Bidder's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Bidder

Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the bid. Modifications to this checklist may occur prior to the bid, or after the bid has been released. To the degree possible, all changes will be made as soon as feasible.

ATTACHMENT 1 - PROFESSIONAL SERVICES CONTRACT TEMPLATE

This Agreement for Professional Services (the "Agreement") is made this ___ day of _____, 2011, by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Contractor Name**, a **State Entity**, whose principal place of business is located at **Contractor Address** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Agreement and Authority

This Agreement is entered into pursuant to RFP #12-001 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the "Board") and shall be effective for three (3) years (the "Initial Term").

2.2 Extension Terms

The Board has the option to extend this Agreement for up to two (2) additional one year terms (the "Extension Terms").

3. Purpose

This contract is entered into for the provision of an Inmate Telephone System and Services for the Genesee County Sheriff's Department.

4. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

5. Compensation

The County shall be paid Commission Revenue by the Contractor on revenues earned for the fees charged for inmate phone calls. The commission revenue paid to the County is depicted in Exhibit D.

6. Taxes.

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

7. Contract Administrator

The contract administrator for this Agreement is "**CONTRACT ADMINISTRATOR**" (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Agreement. The Contractor agrees to provide a copy of all notices related to this Agreement to the Contract Administrator.

8. Reporting Requirements

During the term of this Agreement, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

9. Inspection and Acceptance

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor

shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

10. Warranties

The Contractor warrants that:

- 10.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.
- 10.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Agreement.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

11. Suspension of Work

11.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services.

11.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Purchasing Director and the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage.

12. Termination

12.1 Termination for Cause

If the Contractor is in breach of any provision of this Agreement, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Agreement. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Agreement constitutes a threat to public health, safety, or welfare, the County may terminate this Agreement immediately upon notice to the Contractor.

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Agreement upon thirty (30) days' written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

12.4 Termination for Lack of Funding

If this Agreement is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Agreement by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

13. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

14. Freedom of Information Act

This Agreement and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

15. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall become the property of the County upon termination of this Agreement. Upon the County's request, the Contractor agrees to convey all rights to and ownership of any intellectual property to the County.

16. Audit Rights

16.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

16.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

16.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

16.4 Records Retention

The Contractor agrees to maintain any business records related to this Agreement or the Contractor's performance under this Agreement for a period of at least three (3) years after final payment.

17. Identity Theft Prevention

17.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

17.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

18. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit C and keep such insurance coverage in force throughout the life of this Agreement.

18.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

18.2 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

19. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

20. General Provisions

20.1 Entire Agreement

This Agreement, consisting of the following documents and Exhibits, embodies the entire agreement between the Parties.

- 20.1.1. The Agreement – This Professional Services Contract
- 20.1.2. Exhibit A – Description of Services
- 20.1.3. Exhibit B – Reports Required from the Contractor
- 20.1.4. Exhibit C – Insurance Checklist
- 20.1.5. Exhibit D – Contractor’s Telephone Rates & Commission Revenue Schedule

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

20.2 No Assignment

The Contractor may not assign or subcontract this Agreement without the express written consent of the County.

20.3 Modification

This Agreement may be modified only in writing executed with the same formalities as this Agreement.

20.4 Binding Effect

The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

20.5 Headings

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

20.6 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

20.7 Severability and Survival

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

20.8 Interpretation

Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall

be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

20.9 Remedies

All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that the Contractor fails to abide by the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

CONTRACTOR NAME

GENESEE COUNTY BOARD OF COMMISSIONERS

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Jamie W. Curtis
Chairperson

EXHIBIT A
Description of the Services

EXHIBIT B
Reports Required from the Contractor

Description of Report

Name and content of report

Frequency

How often?

EXHIBIT C
Insurance Checklist

GENESEE COUNTY INSURANCE CHECKLIST

RFP Title INMATE TELEPHONE SERVICES Coverages Required	Bid Number 12-001 Limits (Figures denote minimums)
<u> X </u> 1. Workers' Compensation	Statutory limits of Michigan
<u> X </u> 2. Employers' Liability	\$100,000 accident/disease
<u> X </u> 3. General Liability 1,000,000/OCC/AGG	\$500,000 policy limit, disease
	Complete entry no. 24. Items 4-9, 11 and 12 require \$1,000,000 combined single limit for Bodily Injury & Property Damage (BI & PD), each occ
<u> X </u> 4. Products/Completed operations	
<u> X </u> 5. Contractual liability	\$1,000,000 general aggregate (gen. agg.), if applicable
<u> X </u> 6. Automobile liability- Owned, hired, nonowned accident	\$1,000,000 combined single limit each
<u> X </u> 7. <u>Genesee County named as an additional insured on other than Workers Compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be Included with the certificate.</u>	
<u> X </u> 8. Other insurance required: PRODUCT LIABILITY	
<u> X </u> 9. 30 days' cancellation, nonrenewal notice required. (Non-Payment of premium notice accepted 10 days prior to cancellation)	
<u> X </u> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<u> X </u> 11. The certificate must state bid number and title	

Insurance Agent's Statement

I have reviewed the requirements with bidder named below. In addition:

_____ The above policies carry the following deductibles:

_____ Liability policies are *occurrence* _____ *claims made* _____

Insurance Agent

Signature

EXHIBIT D
Contractor's Rates for Telephone Calls by Inmates
&
Commission Revenue Paid to the County
Date to Date