

HENRY COUNTY SHERIFF'S OFFICE **Sheriff Reginald B. Scandrett**

120 Henry Parkway, M^oDonough, Georgia 30253 Phone: (770) 288-7038 Fax: (770) 288-7119

Website: henrycountysheriffga.gov

REQUEST FOR PROPOSAL

Sealed Envelope shall be marked with the following information:

RFP NO. 25-02

INMATE TELEPHONE SYSTEM, VIDEO VISITATION SYSTEM AND INMATE ACCOUNTING SYSTEM at the HENRY COUNTY JAIL AND RESTORATIVE CENTER

Due Date and Time: Friday, May 9, 2025, 4:00 P.M.		
SCHEDULE OF E	VENTS	
RFP No. 25-	-02	
A Non-Mandatory Pre-Proposal Conference and site visit has been scheduled on April 17, 2025, in the Jail Lobby at the Henry County Sheriff's Office at 120 Henry Parkway, McDonough, Georgia 30253. Attendance at the Pre-Proposal Conference is voluntary for Proposers responding to this proposal; however, Proposers are encouraged to attend.		Thursday APRIL 17, 2025 10:00 A.M.
Deadline for requests for clarifications and questions. Any possible exceptions to the bid specifications and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum and must be submitted by emailed to: cdbrown@co.henry.ga.us		FRIDAY APRIL 25, 2025 4:00 p.m.
*Deadline for first addendum, if required, will be posted on the Henry County Sheriff's Office website: henrycountysheriffga.gov		Friday April 25, 2025 4:00 p.m.
Sealed proposals will be accepted until the due date and time. Any late submittals received will not be considered. Submittals may be delivered by mail, common carrier, or in person to Henry County Sheriff's Office, Attention: Chandra D. Brown, 120 Henry Parkway, McDonough, Georgia 30253.		Friday May 9, 2025 4:00 p.m.
THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD		
COMPANY NAME:		DATE PHONE:
MAILING ADDRESS:		FHONE.
CITY:		FAX:
STATE: ZIP:		SSN OR FEDERAL TAX ID:
EMAIL:	TITLE OF AUTHORIZED REPRESENTA	TIVE:
PRINTED NAME:	AUTHORIZED SIGNATURE:	

^{*}The posting of additional addenda may be required and it is the responsibility of the Proposer to ensure that they review the Henry County Sheriff's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Proposers should not expect to be individually notified by Henry County Sheriff's Office.

RFP NO. 25-02

TO PROVIDE AN INMATE TELEPHONE SYSTEM (ITS), VIDEO VISITATION SYSTEM (VVS) AND INMATE ACCOUNTING SYSTEM(IAS) AT THE HENRY COUNTY JAIL AND THE RESTORATIVE CENTER

Due Date and Time: Friday, May 9, 2025, 4:00 P.M.

TABLE OF CONTENTS	
SECTION I – GENERAL OVERVIEW	3
A - BACKGROUND	3
B – INFORMATION TECHNOLOGY INFRASTRUCTURE/ENVIRONMENT	3
C - GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS	3-9
SECTION II -SPECIFICATIONS	9
SECTION III – PROPOSAL FORMAT	10
A – TECHNICAL PROPOSAL FORMAT	10
B – COST PROPOSAL FORMAT	11
SECTION IV - EVALUATION AND SELECTION CRITERIA	12
SECTION V – ATTAHMENT (S) AND FORMS	13
ATTACHMENT(S)	
CONTRACT SPECIFICATIONS/TECHNICAL PROPOSAL	14
FORMS	
A. STANDARD CONTRACT	15
B. BID AUTHORIZATION AFFIDAVIT	16
C. NON-CONFLICT OF INTEREST	17
D. GEORGIA SECURITY & IMMIGRATION COMPLIANCE AFFIDAVIT	18
E. SUPPLIER INCLUSION PROGRAM	19
F. COST PROPOSAL	20
G. CHECKLIST FOR RFP DOCUMENTS	21
SECTION VI – REQUEST FOR PROPOSAL LABEL	22

SECTION I – GENERAL OVERVIEW

A. BACKGROUND

The following information is provided as a general guideline only. The Henry Country Sheriff's Office requests proposals from qualified individuals and firms with experience in providing an Inmate Telephone System(ITS), Video Visitation System(VVS) and Inmate Accounting System(IAS) at the Henry County Jail and the Restorative Center. Proposer is responsible for The Responder shall describe all equipment, hardware, software, system engineering, material maintenance, labor, and all things necessary to provide, install, implement, interface, and maintain the ITS, VVS and IAS at the Henry County Jail and the Restorative Center (HCJ).

The successful responder shall provide a fully operational, secure and reliable ITS, VVS, and IAS solutions designed to improve the management and control of inmate telephone usage, visitation and management of the Jail's inmate trust fund and other related accounts at the Henry County Sheriff's Office. All activities shall be in compliance with all applicable state, federal, and local laws and regulations and all permits or licenses required for installation will be obtained without cost to the HCSO. The HCSO seeks the most cost effective and quality-oriented solution to meet the requirements stated within this RFP for an effective ITS, VVS and IAS; therefore, Responders are encouraged to be creative and resourceful in proposing their most cost effective and efficient programs.

The HCJ is a midsize urban pre-trial jail that currently holds all classifications of male and female adult inmates serving two (2) years or less. The jail has a 877-inmate bed capacity. Typically, the population is 83 percent male and 17 percent female. The average daily population for calendar year 2024 was 833. The daily admissions average 27 persons with approximately 9,928 releases per year.

The HCSO intends to award a contract to procure Inmate Telephone System (ITS), Video Visitation System (VVS) and Inmate Accounting System(IAS) for HCJ the next four (4) years, subject to the Sheriff's Office's right to unilaterally terminate the Contract within sixty (60) days upon written notice, at will, and at the sole convenience of the HCSO. The HCSO seeks cost proposals separated for each year of the Contract and not as a lump compensation for the entire four (4) year term. The first year of service shall commence on Tuesday, July 1, 2025 at 12.00a.m. The Contract shall automatically renew for three (3) additional consecutive yearly periods, terminating on June 30, 2029, subject to the HCSO's right to terminate at the end of each calendar year pursuant to the Official Code of Georgia Annotated § 36-60-13, or as otherwise provided in the Contract.

B. INFORMATION TECHNOLOGY INFRASTRUCTURE/ENVIRONMENT

The Henry County Jail and the Restorative Center Network Infrastructure is a 10/100/1000 Ethernet network, comprised of multiple subnets and various VLANS. The facility is wired with coaxial, CAT5, CAT6e, and fiber optic cable to support the various applications and equipment throughout the facility. We are a Microsoft Active Directory Server 2016 and newer based operating system environment consisting of 25 servers and 300+ desktops. The current Jail Management System is Tyler designed and managed by Tyler Technology. The awarded provider will be responsible for installing an Internet Service Provider (ISP) to support their devices and equipment.

C. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

1. Proposal Submission

- a. These instructions will bind proposers to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual proposal. These instructions are to be considered an integral part of the proposal.
- b. Proposals may be submitted by mail, common carrier or delivered in person. Fax or electronic proposals are not acceptable. It shall be the duty of each proposer to ensure that their proposal is delivered within the time and at the place prescribed in this document. Proposals received prior to the time fixed in this proposal document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the HSCO. Any proposal received at the office designated in this document after the exact time and date specified, will not

- be considered. If a late proposal is received via carrier, it will be marked "late proposal" and will not be opened. If a late proposal is hand delivered, it will be returned unopened to the presenter.
- c. At the date and time specified for the opening of the proposal, the proposal shall be publicly open and read aloud for the information of proposers and others present.
- d. The proposal must be submitted **in a sealed envelope/parcel** on or before the date and time stated in this document and is to be mailed or delivered to:

Henry County Sheriff's Office
Attention: Chandra D. Brown, Director of Legal Affairs
120 Henry Parkway
McDonough, Georgia 30253
RFP #25-02

To Provide an Inmate Telephone System (ITS), Video Visitation System (VVS) and Inmate Accounting System(IAS) at the Henry County Jail and Restorative Center

- e. The Submittal Checklist must be reviewed, and the <u>Proposer is to comply with the order of the submittal of documents</u>. This document along with the cover page (page 1) is to be included withthe proposal.
- f. The following items are to be submitted:
 - One (1) bound clearly marked "Original," of the proposal documents
 - Seven (7) bound complete copies identical to the original proposal documents, and
 - One (1) digital copy in PDF format on a USB flash drive identical to the original proposal documents. The USB flash drive should be labeled with the RFP number and proposer's name.
 - One (1) original "Cost Proposal." The Cost Proposal is to be submitted in a separate sealed envelope and marked "Cost Proposal."
- g. All proposals must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the proposal.
- h. If descriptive literature is attached to the proposal, your firm's name must be on all sheets submitted.
- i. Each proposal submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Proposal request. The failure or omission of any proposer to examine any form, instrument or document shall in no way relieve any proposer from obligations in respect to the proposal submittal or the compliance of the terms, conditions and requirements of the proposal.
- j. Individual contractors shall provide their Social Security number and proprietorships, partnerships and corporations shall provide their Federal Employer Identification number on page one of this proposal documents and provide a completed W9 form to be submitted with the proposal.
- k. The authorized representative whose signature will appear on the proposal submitted certifies that the Proposer has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Proposer further certifies that the prices shown on the Cost Proposal Form is in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the proposal.
- I. Any documentation submitted with or in support of a proposal or proposal shall become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential", "Proprietary", or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

2. Preparation of Proposals

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled, and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration. Final determination of equivalency will be determined by Henry County.

3. Clarification and Communication to HCSO Concerning Proposal

a. From time to time, the HCSO may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, Addenda. It is the responsibility of the Proposer to ensure that they have all applicable addenda prior to the proposal submission. Therefore, we encourage all Proposers to frequently review the Henry County Sheriff's Office website: henrycountysheriffga.gov

All addenda forms must be signed and submitted with the proposal. Failure to respond and acknowledge any addenda, even after the proposal opening, shall result in a non-responsive proposal.

- b. The successful firm's proposal and all addenda will become a part of the agreement resulting from this document.
- c. Proposers seeking an award of a HSCO contract **shall not** initiate or continue any verbal or written communication regarding a solicitation with any HCSO officer, elected official, employee or other HCSO representative without permission of the Selection Committee between the date of the issuance of the solicitation and the date of the final contract award by the HCSO. Violations will be reviewed by the Selection Committee. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **EXCEPTION** to the above would be emailing request for clarification and/or questions to the HSCO, Attention: Chandra D. Brown cdbrown@co.henry.ga.us. (These requests will be answered in an addendum. Please see schedule of events.)

4. Pre-Proposal Conference and Site Visit

A pre-proposal conference and site visit will be held at 10:00 a.m. EST. on the 17th day of April, 2025, at the Henry County Sheriff's Office, 120 Henry Parkway, McDonough, Georgia 30253. Interested proposers are strongly encouraged to attend and participate in the pre-proposal conference and site visit. For information regarding the pre-proposal conference, please contact, Chandra D. Brown at (770) 288-7043 or via e-mail cdbrown@co.henry.ga.us.

5. Proposal and Contract Documents

- a. A proposal executed by an attorney or agent on behalf of the proposer shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the proposer.
- b. **Corporation**: If the Proposer is a corporation, the proposal must be submitted in the name of the Corporation, not simply the corporation's trade name. In addition, the proposal must be signed by an officer of the corporation.
- c. **Partnership:** If the Proposer is a partnership, all partners must sign the proposal. If all the partners do not sign the proposal, then the names of all those except limited partners must be furnished on the proposal and evidence of the authority of the signer(s) to execute the proposal on behalf of the partnership.
- d. **Limited Liability Company (LLC):** If the Proposer is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.
- e. **Sole Proprietorship or Individual:** If the Proposer is a sole proprietor or individual, a signature is required on all bid documents by that individual.
- f. The contract documents consist of this Agreement, Specifications, and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- g. <u>Contract Term</u> The time period of the agreement, if any is formed from this RFP, will be determined after the review and evaluation of the Timeline Schedules submitted by the successful Consultant.

6. Exceptions and Omissions

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

7. Alterations of Solicitation and Associated Documents

Alterations of the HCSO documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response.

8. Cost Incurred by Vendors

All expenses involved with the preparation and submission of the RFP to the HCSO, or any work performed in connection therewith is the responsibility of the vendor(s).

9. Codes, Permits, Fees, Licenses and Law

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. **Effective July 1, 2008:** All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. § 43-41-17.
- c. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the County

contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the County at any time. An affidavit of such compliance included with the proposal, must be signed by the contractor, and will become part of the contract.

10. Safety

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

11. Design, Standards and Practices

Design, strength, quality of materials and workmanship must conform to the industry acceptable standards of engineering practices and/or professional services.

12. Statement of Warranty

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

13. Non-collusion

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding inviolation of the Sherman Act (15 U.S.C. § I or § 59.1-9.1 through 59.1-9.17 or §§ 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

14. Nondiscrimination

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

15. Drug Free Workplace Certification

By signing the Supply Service Contract form, the Contractor certifies that the provisions of O.C.G.A. §50-24-1 through §50-24-6, relating to the "Drug-Free Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from

that subcontractor the following written certification:

"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of O.C.G.A. §50-24-3."

- c. The Contractor further certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:
 - 1) The Contractor has made false certification hereinabove; or
 - 2) The Contractor has violated such certification by failure to carry out the requirements of the O.C.G.A. §50-24-3.

16. Georgia Security and Immigration Compliance Act

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the HCSO and the successful Contractor.

17. Supplier Inclusion Program

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. Please see the Supplier Inclusion Program form for a description of each of these type businesses.

18. County's Tax Exemption

The HCSO is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by the HCSO. Exemption certificates furnished upon request.

19. Award of Contract

- a. The HCSO desires to complete the award process in a timely manner. The HCSO reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the HCSO with price and other factors considered. The HCSO may elect to waive any technicalities. The proposal will be awarded to highest scored proposer(s), if awarded.
- b. The HCSO reserves the right to reject any proposal if the evidence submitted by or investigation of the proposer fails to satisfy the HCSO that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer.

Responsibility - The determination of the proposer's responsibility will be made by the HCSO based on whether the proposer meets the following minimum standard requirements:

- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
- Has adequate personnel and equipment to perform the work expeditiously.
- Able to comply with the required or proposed delivery and installation schedule.
- Has a satisfactory record of performance.

- The ability of proposer to provide future maintenance and service for the use of the contract under consideration.
- Has adequate financial means to meet obligations incidental to the work.
- Such other factors as appear to be pertinent to either the proposal or the contract

Responsiveness - The determination of the proposer's responsiveness will be made by the County based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

c. The HCSO is subject to making records available for disclosure after the Sheriff's approval of the recommendation. The award shall be made by the Sheriff. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

20. Local Vendor Privilege

- a. There is established in Henry County, a local vendor privilege. Bids or proposals awarded to local vendors contribute to the local tax base and will therefore be given special consideration when bidding against out-of-jurisdiction (out-of-county) vendors. Bids or proposals received from local vendors will be given preference if such bid or proposal is responsive and within five (5) percent of the low bid submitted by any out-of-county bidder. In such instance, the local vendor will be given the opportunity to match the low bid offered by the out-of-county vendor. If such local vendor agrees to match the low bid received from the out-of-county vendor within the time specified by the county, the bid shall be awarded to the local vendor.
- b. A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
 - The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Henry County; and
 - The business or supplier must have a current occupational tax certificate; and
 - The business or supplier must have paid all real and personal taxes owed the county; and
 - The business or supplier must certify its compliance with the Georgia Security and Immigration Act.
- c. This policy shall not apply to any bid or proposal for material, equipment or services in excess of one hundred thousand dollars (\$100,000.00). In such cases, the bid award shall be subject to the competitive bidding requirements as otherwise provided herein or general law.

SECTION II - SPECIFICATIONS

SCOPE

The statement of work/scope of services is set forth in the "Contract Specification/Technical Proposal", attached hereto and incorporated herein by reference (the "Contract Specification/Technical Proposal"). The Responder should carefully review the Contract Specification/Technical Proposal to ensure compliance with all requested work.

OBJECTIVE

While the RFP includes minimum qualifications, it is the expectation of the HCSO that responders propose an Inmate Telephone System, Video Visitation System and Inmate Accounting System based on their professional expertise, the information provided about the Jail to include population, visitation and the Information Technology (IT) environment to propose the appropriate solution.

SECTION III - PROPOSAL FORMAT

A. TECHNICAL PROPOSAL

Please follow format below for your proposal's response and provide six (6) sections under separate tabs as follows:

Section 1 – Executive Summary

Provide the following information regarding your firm:

- a. The legal name and type of business (i.e. Joint Venture, Partnership, etc.) of the contractual entity to be held responsible for performance of all aspects of this contract along with the name,address, and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
- b. A brief history including any features or areas that differentiate your firm's services from competitors.
- c. A copy of the company's current business license.
- d. Total number of company's local full-time employees.
- e. Year company was established.
- f. Number of years company has operated under current company name.
- g. Listing, description, and outcome of all litigation involving the company in the last 5 years.

Section 2 - Qualifications

- a. Provide the resumes of key personnel that will be working on this project and a description of how they will be involved. Include their experience with similar projects, length of service in this field of work, and length of service with the firm. Do not include persons who will not be involved in this project.
- b. Proposer must provide financial statements for the last three (3) years that evidences the proposer's financial capabilities to perform the statement of work.
- c. Provide an organizational chart to indicate all key personnel and consultant team members, their assigned roles and their office locations.

Section 3- Experience

- a. List similar projects performed in a correctional facilities with an inmate populations exceeding 800 inmates in the last five years with a brief narrative of each project, client, services provided by consultant, value of services, current status on date of completion, project management, client's project manager and phone number. Include a statement as to why it is considered a similar project.
- b. Include your firm's specific abilities and expertise to provide the required professional services and qualifications related to the proposal requirements.

Section 4 -References

- a. Provide references for at least three (3) clients for which your firm has provided similar services. Please include current contact information (name, address, telephone and e-mail address) for each reference.
- b. Provide the resumes of key personnel that will be working on this project and a description of how they will be involved. Include their experience with similar projects, length of service in this fieldof work, and length of service with the firm. Do not include persons who will not be involved in this project.
- c. Include a list of commitments of key team members and estimated completion dates by projects.

- d. Provide an organizational chart to indicate all key personnel and consultant team members, their assigned roles and their office locations.
- **e.** Provide a staffing plan starting with the receipt of the Notice to Proceed and ending with the project completion.
- f. Include a project plan by tasks, which reflects an overall time schedule and personnel needed to implement each phase.

Section 5 – Understanding and Approach of the Project

- a. A brief overview of your firm's approach to the work, understanding of the project's goals and objectives, and demonstrated understanding of any potential problems and concerns
- b. Provide a description of your company's solution to be offered as per the Scope of Work section in this RFP.
- c. Include a project plan by tasks, which reflects an overall time schedule and personnel needed to implement each phase.

Section 6 - Documents and forms required by the HCSO

Please provide all other documents and forms not included in the above sections.

B. COST PROPOSAL

- 1. The cost proposal must be submitted in a separate, sealed envelope with the Proposer's name and "Cost Proposal for Request for Proposal No. 25-02 To Provide an Inmate Telephone System (ITS), Video Visitation System (VVS) and Inmate Accounting System(IAS) at the Henry County Jail and the Restorative Center on the outside of the envelope.
- 2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
- 3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees or costs in any area outside of the cost proposal and its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
- 4. Responders are required to submit their costs on Section V, *Attachment F, Cost Proposal Form*. Proposer shall not alter the cost proposal form.

SECTION IV – EVALUATION AND SELECTION CRITERIA

The HCSO's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the Selection Committee.

The Proposer's submittal must fully address the requirements listed in this RFP and the firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is HCSO's intention to select a firm which is the most qualified to meet the HCSO's needs. The award shall be based on but not limited to the following factors:

RFP EVALUATION CRITERIA	Scoring Value Maximum Points
Qualifications	30
Relevant Experience and References	30
Understanding and Approach of the Project	30
Cost Proposal	10
Disadvantaged Business Enterprise Benchmark	10
Oral Presentation and Product Demonstration - At its sole discretion, the Evaluation Committee may require an interview/presentation before the final selection and award to a Firm. Selected firms will be notified in advance of date/time/place of interview.	15
MAXIMUM SCORING POINTS TOTAL	125

The HSCO reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the HCSO reserves the right to negotiate with the second highest ranked Proposer. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

SECTION V - ATTACHMENT9S) AND FORMS

ATTACHMENT(S)

ATTACHMENT SECTION II CONTRACT SPECIAFICATIONS /TECHNICAL PROPOSAL

FORMS

- A. STANDARD CONTRACT
- B. BID AUTHORIZATION AFFIDAVIT
- C. NON-CONFLICT OF INTEREST
- D. GEORGIA SECURITY & IMMIGRATION COMPLIANCE AFFIDAVIT
- E. SUPPLIER INCLUSION PROGRAM
- F. COST PROPOSAL
- G. CHECKLIST FOR RFP DOCUMENTS

[THIS SPACE IS LEFT BLANK INTENTIONALLY]

ATTACHMENT

CONTRACT SPECIFICATIONS/TECHINICAL PROPOSAL SECTION I. INAMATE TELEPHONE SYSTEM SECTION II. VIDEO VISITATION SERVICES SECTION III. KIOSKS



ATTACHMENT 1 CONTRACT SPECIFICATION/TECHNICAL PROPOSAL SECTION I. INMATE TELEPHONE SERVICES (ITS)

Responders Responsibilities

The Responder shall provide installation of communications equipment for the Inmate Telephone System to the Henry County Sheriff's Office, a minimum of 144 coinless payphones, including any additional wiring/cable. Responder will provide telephones that are to be located in the common dayroom areas of each housing unit on each floor. Telephones shall have the capability to access selected 1-800 and 1-888 numbers.

Equipment and Software

- 1. All equipment and telephones for the Inmate Telephone System will be state of the art and Telephones must be resistant to physical abuse, waterproof, and considered user-friendly. The telephones and handsets should be heavy-duty, and of quality and durability, consistent with the intended placement and usage. Telephone lines and telephones shall have no removable parts or exposed wiring and shall have minimum cord length necessary for proper use and be line powered. All phones should be wall mounted, permanently affixed to the wall.
- Telephones are to be TTY and/or hearing aid compatible. Responder shall state the brand and model of equipment proposed and include literature with product description and information. The proposed system shall be secure and tamperproof.
- 3. The Responder will provide one telephone per pod which allows toll free calls to the Henry County Public Defender's Office.

Initial and Ongoing Installation and Deployment

- 1. The Responder shall submit an implementation plan which shall include an installation schedule. The plan must be approved by HCSO before initiation.
- 2. Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the Jail are at the risk of the Responder. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this Agreement by the Responder becomes HCSO's property upon termination and/or expiration of the Agreement.
- 3. The Responder agrees that all cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends and must meet all applicable EIA/TIA wiring standards for commercial buildings. All new

- cabling required by Responder will be installed by the Responder at no cost to HCSO.
- 4. The Responder must propose the number of telephones for the facility. All telephone/computer wiring that could affect the HCSO's infrastructure must be approved by the Henry County Sheriff in advance for an average population of 1000.
- 5. The Responder shall restore to original condition at its own cost damage to HCSO's property caused by maintenance, installation or removal by personnel associated with Responder, including repairs to walls, ceilings, etc.
- 6. Upon completion of initial installation and ongoing installations, Responder must provide HCSO with a list of telephone numbers, serial numbers, and locations of each unit.
- 7. The Responder must indicate the physical size of any controlling equipment to be installed at the Henry County Jail prior to installations.
- 8. The Responder must indicate any environmental conditions required for the proposed controlling equipment. This will include any air conditioning or heating requirements for the control room or area. The Responder maybe required to supply necessary heating and cooling system for the control room.

NOTE: All equipment, except internal wiring is the property of the current providers and must be anticipated to be replaced prior to contract start up.

Station Equipment Specifications

- 1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance and international calling.
- 2. Each call, having been identified as being placed through the Responder's ITS, shall be delivered to the called party as a collect call, debit and or/prepaid call. Please describe your company's methodology to accomplish this.
- 3. Telephone station equipment shall be powered by the telephone line and require no additional power source. A power source will be available at the demarcation location. Responders may be required to identify the demarcation location.
- 4. The Responder must provide an uninterrupted power supply/power back up system (UPS) for the ITS robust enough to support the system for thirty (30) minutes in the event of a power outage. Backup system will be provided at each workstation. The Responder is responsible for maintaining the UPS per manufacturer's instruction and warranty for the term of the Agreement.

- 5. In the case of loss of commercial power and the failure of the UPS, the ITS must automatically restrict or "shut off" all inmate telephones so that no inmate calls can be made until commercial power is restored and access is once again provided by HCSO.
- 6. The Responder must describe in its response what component redundancy is provided to limit or virtually eliminate system down time due to hardware component failure.
- 7. The ITS and telephone stations shall be sturdy, non-coin, vandal resistant and steel armored compose of durable, tamper-free equipment suitable for a detention environment. The equipment must contain no removable parts.
- 8. The Responder shall provide telephone reception quality equal to the highest level of toll quality offered to the general public and shall meet telecommunication industry standards for service quality.
- 9. The Responder shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to providing telephones which are accessible to persons in wheelchairs, persons that are deaf, persons with physical impediments and persons who are blind. Systems must be provided that compatible with Telephone devices for the Deaf (TDD), voice activated and /or Brail.
- 10. The ITS shall monitor the switch hook of the inmate telephones and if the switch hook is depressed at any time, the call will be disconnected, or an internal dial tone should be activated to prevent fraud. The Responder must assume all responsibility for fraud.
- 11. During the call set up process, the ITS shall provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the HCJ.
- 12. The ITS must offer the called party an option to receive a rate quote during the call set-up process.
- 13. All collect calls including debit and pre-paid calls must be clearly identified as a collect call to the called party. This recording must be heard by the called party and be free of any toll charges. Each call (whether collect, prep-pay or debit) shall include the following announcement: "This call may be monitored and recorded." The Responder must indicate how much time is allowed for the inmate to record his/her name when placing a call and how many times the system will play the message to the called party prior to termination.
- 14. Call acceptance by the called party shall be accomplished for all collect, debit and prepaid calls through caller confirmation (positive acceptance). The ITS shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects chain dialing and no voice from called party.

The Responder shall provide information on how the proposed ITS will meet this requirement.

- 15. The ITS shall process calls on a selective linguistic basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. The Responder shall indicate whether the called party can also select the preferred language for call prompts. Written dialing instructions in both English and Spanish must be permanently and prominently displayed in each inmate phone.
- 16. The ITS shall provide a recording back to the inmate which details why a call was not completed. Please provide a list of the available recordings.
- 17. The Responder shall indicate how calls to rotary telephones are handled to ensure completion of all calls.

Reporting Requirements

- 1. The Responder must provide reporting and querying method and capabilities which provide maximum flexibility, interface with commissary/inmate accounting system provider, and speed. The Responder must describe in their response the reporting capabilities of the system including, without limitation, the ability of the system to access reports or a subset reports to designated HCSO personnel by password or other structured access and how this will be accomplished. Proposal must include sample reports.
- 2. Monitoring reports that can be provided or sorted by any or all of the following criteria shall include but not be limited to:
 - a. Daily statistical reports
 - b. Originating number
 - c. Terminating number
 - d. Date of call
 - e. Time of day
 - f. Length of call
 - g. Type of call
 - h. PIN number
 - i. Frequently called numbers (for all numbers called more than five (5) times in one day)
 - j. Common numbers called (for all numbers called by more than one (1) inmate)
 - k. Originating station

I. Bill type

Billing reports that can be provided or sorted by any and all of the following criteria:

- a. Call detail report
- b. Amount charged per call
- c. Gross revenue
- d. Daily statistics
- e. Monthly statistics
- f. Called party/number accepting report
- g. Fraud/velocity report
- h. Total calls
- i. Calls by date
- j. Time of day
- k. Length of a call
- 3. The ITS shall be capable, upon request by the HCSO, to provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring purposes:
 - a. PANs per inmate or identifying
 - b. Calls by PIN or other identifying number
- 4. The ITS shall provide the capability to customize reports in a form specified by HCSO.
- 5. The ITS shall provide reporting capabilities to reconcile commission payments.
- 6. The Responder shall supply call detail reports to the HCSO. These reports shall contain a variety of all information and customizable to suit the HCSO's needs. Standard Reports must include:
 - a. Frequently Dialed Numbers
 - b. 3-Way Call attempts
 - c. Call Volume by Telephone
- 7. The Responder shall attach samples of their call detail and other standard reports.

Data Storage

- 1. Responder will describe and propose data storage for off-site storage of call detail records shall be in a minimum two (2) locations to avoid possibility of call detail records being lost. The Responder must provide the HCSO with the specifics of these locations and the frequency the data is backed up.
- 2. The ITS shall store all call details records, including all attempted and completed calls. This data will be stored at the Responders sites for the term of the Contract plus three (3) years after the Contract.
- 3. The HCSO shall have access to all call detail records from the workstation(s) or remote computers. The workstation(s) shall provide the capability to copy the Call Detail Records onto a Flash Drive/Hard Drive.
- 4. The Responder shall transfer the following stored electronic data to the HCSO on an electronic disk prior to the expiration of any contract period:
 - a. blocked telephone numbers
 - b. inmate PIN numbers (if used)
 - c. approved inmate telephone numbers
 - d. free call numbers
 - 5. The proposed system shall maintain for one year (1) of call recording.

Security Features

The Responder shall describe security features for ITS to prevent unauthorized use and access at a minimum:

- a. The ITS shall prohibit direct-dialed calls of any type.
- b. The ITS shall prohibit access to "411" information service.
- c. The ITS shall prohibit access to any toll free and /or pay per service lines.
- d. The ITS shall prohibit access to multiple long-distance carriers via 950,800 and 10 10-XXX numbers.
- e. The proposed system must be programmed for auto shut-off at times designated by the HCSO. Specific phones or groups must have the ability to be programmed independently for auto-shut –off.
- f. The proposed system must detect and present three-way or conference calls. The Responder shall install a Three (3) Way Calling Detection System with Disconnect Feature, and provide information concerning the Three (3) Way Calling Detection System and Disconnect Feature. The Three (3) Way Calling Detection System with Disconnect Feature shall have the proven capability to

- detect three-way conference calling fraud for both local and long-distance conference calls. Once detected, the system must have the capability to automatically disconnect the call.
- g. The proposed system must prevent the inmate from receiving a second dial tone or "chain-dialing."
- h. The proposed system must detect the difference between an accepted call, answering machine, busy signal or other telephone activity.
- i. The Responder must provide call blocking of any calls that the HCSO determines necessary. The call blocking system must provide a method for HCSO personnel to enter restricted (blocked) numbers, which would automatically be checked by the call blocking system when a call is attempted. The call blocking system must be able to identify restricted telephone numbers by area code, exchange, or specific telephone number. The call blocking system will not allow calls to be placed to any blocked telephone number. The Responder will indicate in their technical proposal the maximum amount of restricted phone numbers allowed by the call blocking system, with a minimum of ten (10) telephone numbers. The HJC shall be provided with the capability to enter or remove blocked phone numbers within thirty (30) minutes of being contacted to block identified phone numbers during daytime working hours.
- j. The proposed system must describe how your solution handles authentication, etc. for the authorization of inmate calls. This system must have a verifiable installation /operational history in other correctional institution for no less than one (1) year, in order to be considered.
- k. Number of digits in an Inmate Identification Number
- I. Method and procedure of assigning or changing of Inmate Identification Numbers
- m. Method of input of the Inmate Identification Numbers and permitted telephone numbers
- n. Methodology/technology used for voice recognition
- o. How Responder will handle exceptional, quick-turn-around situations
- p. Responder location of the central processor
- q. Security procedures that shall be used n the entry of Inmate Identification Numbers and voice recognition process
- r. Minimum and maximum number of Inmate Identification Numbers and voice recognition numbers available per system
- s. Minimum and maximum number of destination telephone numbers assignable to each of Inmate PIN and voice recognition

- t. Described the capability of the system to restrict aspects of inmate calling privileges and whether or not such restrictions can be imposed globally, by site, by housing unit, by inmate PIN and voice recognition, by telephone, and by called number
- u. Describe the method by which staff may retrieve and listen to actual voice verifications as needed.

Call Acceptance

- 1. The proposed system must alert the called party of the local charge for the call and the per minute cost if it is a long-distance call prior to acceptance.
- 2. The Called party must actively accept the call.
- 3. The inmate must not have the ability to communicate with the called party until the call has been accepted.
- 4. Billing must not begin until called party actively accepts the call.
- 5. The proposed system must accommodate rotary phone users.

Service & Maintenance

- The Responder shall provide the necessary labor, parts, materials, and transportation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specification throughout the life of the agreement.
- 2. The Responder shall have the ability to perform remote diagnostics to the ITS to determine if a problem is with the telephone unit or with the telephone line.
- 3. The ITS shall provide for continuous on-line diagnostics and continuous supervision, as well as local remote off line system control access for advanced programming and diagnostics. Access to the built –in advanced diagnostics and program control; shall be accessible via modem by service personnel and shall provide failure reports, service history and other diagnostics.
- 4. The Responder shall maintain all cable related to the ITS, whether reused or newly installed.
- 5. The Responder shall provide all aspects of maintenance required in the upkeep of the telephone system associated with this Request for Proposal (RFP) for the term of the contract.
- 6. The Responder shall supply Customer Service, Network Control Center and Repair Service 24 (twenty-four) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year. Responder will include directions for access to these services within the Technical Proposal.

- 7. The Responder will provide a phone number to call for maintenance service with a response time of no less than four (4) hours (or next morning, if reported after 3:00pm) for any and all maintenance requests, including holidays and weekends.
- 8. The Responder shall provide their on-site repair time, method and proposed level of services. Responder shall detail their ability to handle emergencies. Please provide an escalation plan.

Installation and Cut Over

- 1. The Responder will provide inmate phone sets, the administrative workstation and the automated inmate call control system, install the sets, remote system and the system and insure they are working properly.
- 2. The Responder shall submit a complete and detailed schedule of the time frame requires for installation, utility coordination, training, cut over and testing. The system must be installed in a manner and under a time frame designed to minimize disruption of the normal function in of the HCSO.
- The Responder must propose an installation schedule of events. Failure to state
 installation time in the proposal will obligate the Responder to complete installation
 so as required in the proposal. Extended installation time may be considered
 when in the best interest of HCSO.
- 4. The Responder, during shipment, unloading and installation will assume the risk of loss and damage.
- 5. The Responder has the responsibility for all aspects of the coinless telephones such as acquisition, installation, operation, service and maintenance. The HCSO shall be responsible only for making the space for the telephones available to the Responder. The HCSO shall not be obligated to make improvement to the space provided for the telephones and the Responded equipment.

Call Monitoring & Recording

- 1. The Responder shall provide a call recording option. The Responder shall provide, install, and maintain the Inmate Telephone System throughout the duration of this contract with the capability to record all inmate telephone conversations. The calling record(s) will include date, time, and duration of calls, cell block/telephone location, telephone destination number and or inmate PIN number, if applicable. The calling record(s) shall include completed, and incomplete, calls. A complete, detailed description shall be provided for incomplete calls. Reason(s) for non-completion and/or interruptions shall be clearly stated and documented.
- 2. The responder must describe their proposed systems ability to inform callers with an open announcement that warns all callers of the recording and/or monitoring and allows callers to seek blocking of call recording/monitoring for privileged calls. The HCSO will have sole discretion on content of the open message.

- 3. The proposed system shall maintain one (1) year of call recording.
- 4. The Responder shall provide an inmate telephone system that allows detailed call information such as location, phone number of call, phone number called, date of call, start time/ending time of call, total length of call, and retains all information for a minimum of thirty (30) days.
- 5. The HCSO personnel must be able to simultaneously listen to and record conversations.
- 6. Recordings must be backed for archival for a minimum of three (3) years. Archival shall include metadata that enables identification and retrieval of specific calls.
- 7. Responder must provide signage on each phone stating the call will be monitored and recorded.

Debit or Inmate Based Pre-Paid Application

- 1. The HCSO requests the Responder to support both debit and pre-paid applications at the Jail. The applications must include, but not be limited to, the following:
 - a. The debit/inmate based pre-paid application shall work with the ITS provided.
 - b. The debit application shall interface with the proposed inmate accounting system for ease of transfer of money from the inmate trust account to the Inmate ITS account.
 - c. The Responder shall provide information on how the ITS handles debit balances if an inmate transferred from HCSO.
 - d. The pre-paid application shall allow for prepayment to a specific inmate's account or a member of inmate's personal account Number (PAN) and shall be specific to an inmate's PAN.
 - e. Upon Release of an inmate, the balance of the inmate's pre-paid calls will be refunded at the same time as the inmate's account balance.
 - f. The ITS shall provide the inmate with the balance of their debit and/or inmate based pre-paid account at the time of the call.
 - g. The debit/inmate based pre-paid application shall allow international calls. The Responder shall propose international calling rates.
- 2. The Responder will provide one telephone per pod which allows toll free calls to the Henry County Public Defender's Office.

Transition Plan and Training

1. The Responder shall supply three (3) Inmate Telephone System Operating Manuals and one (1) electronic or web link, (shall include all systems identified in this RFP's Statement of Work). Twenty-four (24) hours of training time (and

refreshers, as needed) for operations personnel on the ITS. Training schedules shall be mutually agreed upon by the Responder and the HCSO personnel. The Responder shall provide training to HCSO's staff sufficient to enable HCSO staff to fully use the system. Additional yearly training shall be provided to new staff assigned during Agreement period at no cost to HCSO.

- 2. Training documentation shall be provided to HCSO's staff at all training meetings at no cost to HCSO, including at least one hard copy. All manuals will become the property of HCSO.
- 3. The Responder will coordinate installation and removal of system(s), including, but not limited to wiring/cable if necessary, at both the beginning and expiration of the contract, at no additional cost, with limited interruption of service. The existing wiring/cable may be transferred to the Responder if an arrangement or agreement can be made with the current provider. The transition switchover shall take place between the hours of 10 p. m. and 6 a. m., with the approval of authorized personnel of the HCSO.

Informational pamphlets shall be available for inmates relative to the applicable feature and functionalities of the ITS, when requested by the HCSO at no cost to the HCSO and to be uploaded on the HCSO web page.

SECTION II. VIDEO VISITATION SERVICES

The Proposer will provide the HCSO with a proposal for a fully functioning inmate video visitation system (VVS) for the Henry County Jail and Restorative Center, to include all necessary labor, equipment, materials, software, installation, configuration (hardware, software, and networking), documentation, testing, and training services. The VVS shall be an Internet Protocol (IP) based system.

The system will allow the public to visit inmates from their home while being monitored and recorded by HCSO staff. Attorneys and other such individuals who require private access to inmates will be able to do so through remote video visitation without being monitored or recorded. All recordings will remain the property of the HCSO. All facets of this project will be mutually agreed upon by Proposer and the HSCO.

The HCSO is also looking for additional funding opportunities to finance all or part of the system.

The HCSO requires, at a minimum, the following features in its video visitation system:

Hardware Requirements

- 1. Inmate stations all VVS station components must be nonproprietary and come with warranties.
 - a. Detention grade hardened steel wall mounted enclosure.
 - b. The terminal must prevent spills from entering the enclosure.
 - c. The enclosure shall not have any openings exposed to the user. This includes all wiring and ventilation holes.
 - d. The terminal will have a shatterproof touchscreen LCD display.
 - e. The terminal will have a built-in camera.
 - f. The terminal will have built-in LED lighting that automatically activates during video visitation sessions and automatically ends when the video visitation session completes.
 - g. The terminal will have a detention grade audio handset.
 - h. The terminal will have the option for one handset, two handsets, and handsfree device.
 - i. The terminal must have heat syncs and heat vents, in order to allow for proper cooling.
- 2. Visitor stations all VVS station components must be nonproprietary and come with warranties.

- a. The terminal must prevent spills from entering the enclosure.
- b. The enclosure shall not have any openings exposed to the user. This includes all wiring and ventilation holes.
- c. The terminal will have a shatterproof touchscreen LCD display.
- d. The terminal will have a built-in camera.
- e. The terminal will have built-in LED lighting that automatically activates during video visitation sessions and automatically ends when the video visitation session completes.
- f. The terminal will have the option for one handset, two handsets, and handsfree device.
- g. The terminal must have heat syncs and heat vents, in order to allow for proper cooling.
- 3. The terminal will utilize standards-based videoconferencing CODEC (Encoder/Decoder) based on the H.264 video conferencing compressions.
- 4. Equipment necessary to support the system such as A/V encoders and decoders, servers, audio/video storage devises, network equipment, administrative systems, and scheduling software.
 - a. VVS shall utilize CAT5E and CAT6 cabling for connection to the visitation network.
 - b. VVS shall provide an adequate number of Gigabit or 10/100 Base-T managed multicast switches and ports to accommodate the total number of visitation station, servers, and administration stations.

Software Requirements

- 1. The video visitation scheduling, user management, and policy management must be web-based and allow for the HCSO to administer visitation sessions and visitation operations based on the HCSO policies.
- 2. Browser based video conference without visitors having to download any proprietary software on to their computer to conduct the visit.
- 3. Videoconferencing CODEC software.
 - a. Adobe Flash capable
 - b. H.323 compatible
 - c. H.323 and/or SIP protocol
 - d. Audio standards: G.711, G.722, G.723.1, G.728, G.729

- e. Full duplex echo cancellation
- f. Automatic noise suppression
- g. Ethernet network: Integrated 10/100 Ethernet NIC
- 4. Will perform at a rate of up to 30 video frames per second for two-party visitations
- 5. Interface with Jail Management System (TYLER) New World Systems
- 6. System must incorporate secure connections via RTMPS and IP blocking
- 7. The video visitation solution shall include the following scheduling, automation, policy management, and usability functionality:
 - a. System must assign a unique identification number to each inmate and user
 - b. Multi-lingual inmate interface (English and Spanish at a minimum)
 - c. Provide ad-hoc 1-to-1 or 1-to-many chat between authorized users
 - d. A single system must be able to support multiple facilities in multiple locations with multiple housing units
 - e. Web-based visitation scheduling for authorized users (Corrections Services staff, attorneys, the public) utilizing any standard web browser
 - f. Inmate terminal must display pending visits
 - g. Web-based scheduling system must allow users to easily and simply schedule a visitation session
 - h. Web-based scheduling system must require visitors to provide photo ID for a visitation session
 - i. Web-based scheduling system must only display timeslots that meet the HCSO policies
 - j. Web-based scheduling system must conduct all conflict checking and only display times that are available
 - k. Web-based scheduling system must allow users to easily change their personal information (password, address, phone number, etc.)
 - I. Web-based scheduling system must send an email to the visitor when a visit is scheduled, modified, or cancelled
 - m. If a scheduled visit is cancelled, the timeslot should become available for scheduling

- n. Web-based scheduling system must assign a unique visitation identification number for every visit for reporting and tracking
- o. System must use set durations of 20 and 40 minutes for each visit
- p. Allow "professional" visits to be scheduled for longer than thirty (30) minutes
- 8. The system shall provide a visual warning message to inform the visitor that the visit will be ending in ten (10) minutes. A "count down" clock should be visible for visitation participants to signal the end of the time allotted.
- 9. The system shall provide different levels of functionality to users based on their user type. For example:
 - a. Administrators: create/manage/edit users, schedules, etc.
 - b. Users: create/manage/edit their own schedules
 - c. Read-only user: can only view scheduled visits
 - d. System will be permission based to allow different users to have access to different privileges in the system, as defined by the HCSO.
- 10. Each user will require a unique username and password that will dictate their level of functionality.
- 11. Provides an audit trail of all system activity (i.e., user login times and locations, which users have scheduled/modified/cancelled a visit, etc.).
- 12. The system shall allow for integration with or data retrieval from the HCSO Tyler.
 - a. The system shall use the same inmate identification number as created by the TYLER to identify the inmate on the video visitation system
 - b. The system shall automatically cancel a visit if the inmate's status has changed or the inmate has been released
 - c. The system shall send an email cancellation notification to the visitor if a visit is cancelled
- 13. The system provides authorized users the ability to do searches and create reports.
- 14. The system provides a way to display scheduled visits to Staff, so they know where and when an inmate needs to be available for pending video visits.
- 15. The system shall allow for visitation recording.
 - Visits will be recorded ad-hoc, by user type, or selected when scheduling the visit

- b. Recorded visits will be searchable and viewable.
- c. Recorded visits will be stored for a minimum 180 days.
- d. HCSO must be able to lock certain recordings such that they will not be purged as part of the standard retention duration.
- e. Ability to designate to record all, none, or specific sessions.
- f. All visits must be tagged with the date, time, inmate name, inmate ID, visitor name, session duration, and session ID.
- g. Recordings must be able to be searched and accessed by any and/or all of the above data fields.
- h. Shall allow authorized users to create an recorded visit or downloaded to a hard drive.
- i. All recordings shall be processed and stored locally within the facility's internal server environment.
- j. Ability to determine and log user information if information was accessed and/or altered.
- k. Access to recordings and logging will be permission based.
- I. HCSO will be the exclusive owner of all video and audio recordings and the content thereof.
- 16. Authorized personnel must be able to quickly and easily schedule visitation sessions.
- 17. The scheduling and management system must be able to communicate with the video hardware at the time of a scheduled visit so that the visitation session will automatically commence without staff involvement.
- 18. The video visitation system must allow for three (3) configurable settings for screen resolution and bandwidth requirements.

Features and Functionality

- 1. Allow for jail staff to schedule visits when they receive requests.
- 2. Allow jail staff to setup visitations by designated user type (standard or professional) with preset conditions.
- 3. Allow the facility to automatically notify a user(s) and/or user group(s) via email when a visitation center is added, modified, and/or taken offline.
- 4. All communication avenues with the public must be available in both English and Spanish.

- 5. System will track all inmate housing unit assignments, movements, and inmate releases to validate scheduled visitation integrity.
 - a. System shall automatically attempt to reschedule all visits associated with the inmate if the inmate has changed housing locations
 - b. System shall automatically cancel all visits associated with a inmate of the inmate is released
 - c. System shall notify visitor(s) via email and/or phone message if the inmate is released
- 6. System will be a single web-based scheduling application allowing public and professional visitors to register and schedule visits using a standard internet browser and an internet connection
 - a. System will determine what fields are mandatory for visitor registration
 - b. System will allow the facility to determine if visitors must register in person prior to scheduling a visit
 - c. System will allow visitors to view the web scheduling application in English or Spanish
 - d. Visitors shall be able to login using their unique visitor ID or their email address and password
 - e. Professional visitors will have the additional option of selecting the visitor station and stations characteristics
 - f. Web-based scheduling application shall allow the facility to customize the top banner with an image and customizable text and font size
 - g. Must be compatible with Internet Explorer, Chrome, and Firefox
- 7. Allow visitors to view and select the date and time for a video visit and schedule visits three months ahead of time.
- 8. Allow the facility staff to stop, pause, restart, or begin a visit, create and send an on-screen message (in both English and Spanish), and/or break in and speak to an inmate, visitor, or both.
- 9. Have the option to display "picture in picture" on the inmate and visitor stations.
- 10. System will automatically attempt to reconnect stations if connectivity is lost.
- 11. Allow for real-time visitation monitoring of all live personal and remote visits:
- 12. Allow facility staff to stop, pause and restart any running visit
- 13. Allow for station reassignment during any running visit

- 14. Allow for visitation time extension during any running visit.
- 15. Allow for real-time monitoring and audio/video
- 16. Will rotate through all visits at user defined monitoring rate
- 17. Allow for an authorized user to break into the video visit and communicate with the inmate and visitor
- 18. User shall be capable of scanning through all active visits and select particular visit for monitoring
- 19. User shall be capable of locking a visit in place and removing it from the exit queue
- 20. User shall be able to stop, or pause and restart any visit
- 21. If recording sources are available, user shall be able to start recording a visit
- 22. Ability for the at home user to "test" their hardware with the provider prior to the visit
- 23. Allow the facility to create visitation billing charges.
 - a. Allow the facility to charge for visits when an inmate has exceeded his/her established free visit quota.
 - b. Allow the facility to charge for all visits for a specific visitation center (example: all Internet video visits).
 - c. Allow visitation charges to be based upon per minute or per visit.
 - d. Allow the facility to implement a non-refundable processing fee.
 - e. Allow the facility to assign billing rules to selected visitation centers and/or specific visitation center days or hours.
 - f. Will take into account inmates mandated free visit quota and dynamically calculate charges during the scheduling process.
 - g. Allow the facility to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.
 - h. Will dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.
 - i. Must not be a voucher-based refund system.
 - j. Will automatically refund a visitor for a charged visit that has been cancelled as a result of:
 - (1) Inmate release

- (2) Facility imposed restriction
- (3) Station unavailability
- (4) Facility event (example: weather closure, dorm lockdown)
- k. Allow authorized facility staff to override or refund visitation charges
- Proposer will process all payments for visits and report all financial data to the HCSO
- m. HCSO personnel will have access to billing reports
- Explain the accounting process around "convenience fee" transactions and how funds are transferred to the County
- 24. Ability to have individual profile pages for each inmate and visitor allowing the facility staff to:
 - a. Review, edit visitor/inmate general information
 - b. Review visitation history
 - View and download visitation recordings
 - d. Review warrant check results
 - e. Create, edit, remove restrictions
 - f. Create, edit, remove events
 - g. Create, edit, remove approved visitors/inmates
- 25. Allow the facility to create the following restrictions with customizable duration:
 - a. Restrict a visitor from visiting a certain inmate(s)
 - Restrict an inmate from visiting a minor
 - c. Restrict an inmate from visiting all visitors
 - d. Restrict a visitor from visiting all inmates
 - e. Restrict an inmate from having internet video visits
 - f. Restrict an inmate from visiting at the same time as another inmate
 - g. Restrict a visitor from visitation at the same time as another visitor
- 26. Facilitate facility staff in completing background checks prior to the visit .
- 27. Ability to generate pre-defined and custom reports which can be printed or saved to Microsoft Excel or Adobe PDF.
- 28. Interface with the TYLER to track the inmate's status and location to address

- scheduling availability, restrictions, or conflicts.
- 29. Shall include an event log that tracks the date, time, initiating user and initiating IP address for the following:
 - a. Operator log in
 - b. Operator log off
 - User monitoring session
 - d. User sending on screen text message to inmate / visitor
 - e. Session start
 - f. Session end
 - g. Session pause
 - h. Session restart
 - i. Session recording saved to client
 - j. Recording accessed
 - k. Recording copied
- 30. System will be able to manage multiple visitation centers with unique hours of operation, visitation types, policies, and quotas.
- 31. Encryption on both ends of the visit.
- 32. Artificial Intelligence (AI) Capability
- 33. Digital Transcript Capability

Technical Requirements

- 1. The video visitation system shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP Ethernet. Systems that utilize analog audio/video matrix switching systems are not acceptable.
- 2. The video visitation solution shall consist of inmate kiosks connected over a 100 Mbps dedicated Ethernet network so that any kiosk can be connected to any other kiosk.
- 3. The visitor terminal shall be able to access the video visitation solution via local area network (LAN) or via a broadband internet connection (DSL, cable, etc.) using a computer or laptop that is web camera and headset enabled.
- 4. High quality video using low bandwidth

- 5. Video Standards: H.264
- 6. Video Transmission Speeds: 64 Kbps 2 Mbps
- 7. Wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (176 x 144 pixels)
- 8. Designed for:
 - a. Up to 30 frames per second of high-quality video at 384+ Kbps
 - b. Up to 15 frames per second of high-quality video at 64 320 Kbps
- 9. Constant or variable bit rate and frame rate
- 10. Must provide encryption for all visits

Service, Support, Installation, and Training Requirements

The Responder must work with the HCSO to determine the exact times when Hosted Video Visitation equipment can be replaced to reduce "down time".

Service, Support, Installation, and Training System Testing

- 1. The Responder must describe, in its response, how it performs standard system testing to ensure that the proposed Video Visitation Service (VVS) and its network services are fully implemented and ready to accept visitation traffic and the HCSO use. This description must include the Responder and industry standard methodologies, procedures and protocols consistent with the VVS proposed for the HCSO. The Responder must describe what is required of HCSO personnel during this system testing. All testing must be provided to the HCSO at no cost.
- The Responder is required to provide system testing which simulates normal operating conditions of the installed VVS to ensure proper performance after hardware and software configuration is complete. This simulation must include full traffic load representing high traffic situations for visitation traffic.
- The Responder must agree, in its response, to the HCSO's right to require the replacement of any network service or system component whose failure to meet required performance levels during testing has risen to chronic problem level.
- 4. Provide HCSO staff with on-site training at no additional cost to the HCSO.
- 5. Provide training materials to facility staff for inmate training at no additional cost to the HCSO.
- 6. Warranty all equipment for a minimum of one year from installation and provide HCSO will all warranty documentation.

- 7. Provide 24/7/365 phone support for software and four (4) hour response time for hardware issues at no additional cost to the HCSO.
- 8. Provide user manuals to the HCSO.

Training Requirements

It is instrumental to the success of the installation of the VVS that the HCSO personnel be trained in various aspects of the system operation. Therefore, the Responder must provide a complete training schedule based on the following requirements.

- 1. The Responder must provide all end-user training to the HCSO at no cost.
- 2. The Responder must provide all end-user training on site at the HCSO facility.
- 3. The Responder must provide training for various levels of the HCSO personnel including full-time system administrators, part-time system administrators, investigators, and data entry specialists, etc.
- 4. The Responder must provide full training for all assigned system users on how to create, delete and modify inmate programming and profiles.
- 5. The Responder must provide full training for all assigned system users on how to generate appropriate system reports.
- 6. The Responder must provide full training for all assigned system users on how to maintain inmate alert levels and respond accordingly when these levels are exceeded.
- 7. The Responder must provide full training on all components of the VVS.
- 8. The Responder must provide full training on the provided video visitation recording function including the live monitoring of visitation sessions, playback of visitation sessions and the transfer of visitation sessions to other media for playback at off-site locations.
- 9. The Responder shall provide full training for all assigned HCSO system users on how to change inmate restriction levels
- 10. The Responder must provide full training for all assigned system users on how to initiate system restrictions.
- 11. The Responder must provide ongoing system training for existing HCSO personnel when required by the HCSO at no cost.
- 12. The Responder must provide additional training for new HCSO personnel when required by the HCSO at no cost.

- 13. The Responder must describe, in its response, any advanced system training that may be available to HCSO personnel whether provided on-site at the HCSO facility, off-site at the Responder's training facilities or via webinar.
- 14. The Responder must in its proposal include the name, title and qualifications of the Responder staff member who will have the overall responsibility for training.
- 15. The proposed VVS must provide for integrated help function for system operation, administration, reporting and management functions.
- 16. The Responder must provide a "live" Help Desk support function to HCSO at no cost to the HCSO during the term of this contract. This Help Desk function must be capable of providing support via telephone to the HCSO VVS personnel for the functions of the VVS. This "live" Help Desk must be available 24 hours a day, 7 days a week, 365 days per year.
- 17. The "live" Help Desk support function provided by the Contractor must be located within the continental United States.
- 18. The Responder must provide a customer service center for end-users. This customer service center should be staffed by customer service representatives available 24 hours a day, 7 days a week, 365 days per year. This customer service center must be located in the continental United States.

Equipment/System Maintenance

- The Contractor is responsible for replacement of the VVS in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to the HCSO and will occur immediately upon notification to the Responder of the system problem by the Henry County Jail.
- 2. The Contractor is responsible for replacing visitation kiosks in their entirety regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest.
- 3. For the purpose of this RFP, a "Major Emergency" shall be defined as an occurrence of any one of the following conditions. The Responder is required to further negotiate with the HCSO prior to system installation to determine additional **specific criteria** for a "Major Emergency".
 - a. A failure of the VVS processor, its common equipment or power supplies which render the system incapable of performing its normal functions;
 - b. A failure of the recording function or any of its components that affects the full recording operation;
 - c. A failure of 50% or more of the visitation kiosks **at any one area** within a Henry County Jail;

- d. A failure of any of the VVS functions that result in the ability of inmates to place visitation sessions without the use of assigned PINs;
- e. A failure of the system "kill switches" or similar disabling function proposed by the Responder.
- 4. For a "Major Emergency" the Responder must respond to the service problem within 30 minutes of initial trouble reported by the Henry County Jail through the use of remote testing or access. Should the VVS not be accessible for remote access, the Responder must have a qualified technician, suitably equipped for the installed VVS, on site at the Henry County Jail within two (2) hours from the time of initial trouble report.
- 5. Should the problem not be resolved via remote access, the Responder must have a qualified technician, suitably equipped for the installed system, on site at the Henry County Jail within two (2) hours from the time of initial trouble report.
- 6. Response to "Major Emergency" conditions must be performed on a 24 Hours-a-Day/Seven Days-a-Week/365 Days-a-Year basis throughout the term of this contract.
- 7. For the purpose of this RFP, Routine Service shall be defined as a VVS failure or problem other than a "Major Emergency" item as listed above or defined by the HCSO.
- 8. For a "Routine Service" the Responder must respond to the service problem within four (4) hours of the initial trouble report by the Henry County Jail through the use of remote testing or access. Should the VVS not be accessible for remote access, the Responder must have a qualified technician, suitably equipped for the installed system, on site at the HCJ within twelve (12) business hours from the time of initial trouble report. Business hours are defined as 8:00 a.m. to 6:00 p.m., Monday through Friday.
- 9. Should the problem not be resolved via remote access, the Responder must have a qualified technician, suitably equipped for the installed system, on site at the HCJ within six (6) hours from the time of initial trouble report.
- 10. The Responder must ensure and state, in its response, that all maintenance calls from the HCSO shall be answered by a "live" operator/service representative at all times.
- 11. It is required that that all maintenance calls from the HCSO be answered by a "live" service representative who is located within the continental United States at all times.

Implementation

1. Create a project plan with milestones

- 2. Install all of the visitation stations
- 3. Set up and testing of software
- 4. Set up and testing on TYLER and CCTV interfaces
- 5. Activities shall be in compliance with all applicable state, federal, and local laws and regulations and all permits or licenses required for installation will be obtained without cost to the HCSO.

SECTION III. KIOSKS

Proposer will provide the HCSO with a proposal for a fully functioning Kiosk System capable of the following:

- 1. Ordering Commissary
- 2. Booking Cash/Money Management
- 3. Filing Inmate Request and Grievance Forms
- 4. Paying for Telephone, Video Visitation and Commissary Services
- 5. Viewing Inmate Information

Inmate Housing Kiosk System

- 1. Inmate Housing Kiosk Functionality to include:
 - a. Commissary Order Entry
 - b. Account History
 - c. Emails/SMS Messaging
 - d. US/Legal mail
 - e. Appointment Request Features
 - f. Inmate General, Grievance and Medical Requests
 - g. Ability to Post Facility and Inmate Information
 - h. Phone Time Management
- 2. Describe what your solution would be to offer the below listed functions and cost associated with each function:
 - a. Email, text or instant messaging from the inmate kiosk
 - b. On-line commissary ordering using our product list and pricing with our pre-established limits that would send the completed order to commissary vendor.
 - c. Law library (Lexus/Nexus with Shepards)
 - d. Some form of an on-line grievance/inmate service request form that could be set-up to forward the request to specific entities for response. Please indicate whether or not this function can be set-up to charge the inmates account depending on the type of form submitted.
 - e. Some type of medical service request with the potential to set-up a video conference between the dorm kiosk and the medical unit at each facility to facilitate

RFP NO. 25-02

- an "advice nurse" type call that again, may or may require charging the inmate at the time of the video conference
- f. HCSO Inmate Handbook and other related inmate information regarding conduct, rules of the facility etc.
- g. The inmate ability to access educational curriculum.
- h. Some type of inmate calendar or schedule that would reflect that inmates current pending visits either by phone or video.
- i. The ability of inmate to access and "read-only" his/her current account balances.
- j. In terms of the automated commissary ordering function, can your system flag or prevent specific inmates/accounts from ordering certain commissary items if for example medical has placed dietary restrictions on the inmate?
- k. The ability to interface 24/7 with our TYLER to make immediate deductions at the time the inmate engages in the various activities/functions made available.
- Please describe in detail the type and level of support you will provide in the event one or more units malfunction or work as necessary to include proposed response time to the location or facility as well as turnaround time in the event a unit needs to be replaced.
- m. Describe how your kiosk solution is designed to prevent suicide attempts by having no sharp edges, hooks, exposed wiring, hardened glass/plastic screens, and a floor securing system so that it can't be toppled over, as well as any other anti-suicide features.
- The kiosk must have heat syncs and heat vents, in order to be allow for proper cooling.
- The Responder will provide ability for inmates to create their own orders via Telephone or Kiosk ordering, therefore minimizing the necessity for HCSO staff interaction. Responder must have the ability to process funds received via the HCSO facilities.
- 4. The Responder will provide an inmate order entry Kiosk Solution with commissary order entry software to order commissary, fully integrated with the HCSO Offender Management System (TYLER)
- 5. The electronic data of the orders will be transmitted via the internet to the vendor's designated warehouse, including all relevant information.
- 6. Each inmate will order with a weekly dollar limitation that will be set forth by the HCSO.
- 7. The weekly spending limit will not include agreed upon special purchases such as, but not limited to telephone minutes, video visitation fees, etc. Said items will be decided upon by the HCSO.

- 8. Separate funds must be maintained for commissary, telephone and video visitation sales.
- 9. Once the inmate's available funds are exhausted, additional items will not be processed.
- 10. The Responder software must search for the next item on the commissary sheet that may be attained by the inmate due to limited funds, maximizing the inmate's purchases. Items exceeding the inmate's available funds must be listed at the bottom of the inmate receipt.
- 11. In addition, any items that are unavailable to the inmate due to restrictions, unauthorized items, or item quantities that exceed the HCSO limits, etc., must be listed at the bottom of the inmate's receipt.
- 12.A sample of the master commissary sheet and inmate receipt detailing said restrictions must be enclosed with the Responder's response.
- 13. System should limit amount of deposits as set by the HCSO. The HCSO must have the ability to override this limit.
- 14. The Responder will be required to develop an informational package which will serve to explain and inform the inmate population of the procedures for ordering the receiving commissary. All such information must be provided in both English and Spanish.

Booking/Intake Kiosk/Cash Management System

Describe your solution to offer the below listed functions and cost associated with each function:

- 1. Ability to process cash, coins, checks/debit cards.
- 2. Ability to scan cash for counterfeit note validators.
- 3. The ability to track which HCSO staff member completed the transaction.
- 4. 24hr on-line reporting and access from remote sites such as the HCSO Fiscal Unit
- 5. The ability to easily search for a past transaction.
- 6. Not less than an every 24hr EFT to our current banking partner.
- 7. Will you provide 24hr support for this kiosk in the event the bill validators malfunction or the unit reaches its storage capacity? If so, what will your response time be? Is there an additional service fee?
- 8. Device needs capability to print three copy receipts.

9. Ability to generate an inmate phone pin number (six digits pin number) during intake process.

Lobby Kiosk System

- 1. Describe your solution to offer the below listed functions and cost associated with each function:
 - a. Ability to process cash, coins, checks/debit cards.
 - b. Ability to scan cash for counterfeit note validators.
 - c. The ability to track which HCSO staff member completed the transaction.
 - d. 24hr on-line reporting and access from remote sites such as HCSO Fiscal Unit
 - e. The ability to easily search for a past transaction.
 - f. Not less than an every 24hr EFT to our current banking partner.
 - g. Will you provide 24hr support for this kiosk in the event the bill validators malfunction or the unit reaches its storage capacity? If so, what will your response time be? Is there an additional service fee?
 - h. Device needs capability to print three copy receipts.
- 2. The Responder **must** provide standalone floor model kiosk to the HCSO at no cost.
 - a. The kiosk must accept cash and credit/debit card deposits by friends and family members of inmates to be located in the jail public lobby.
 - b. The kiosk must be equipped with a camera to capture picture of each depositor.
 - c. The deposits must post in the Jail's Inmate Accounting system in real time.
 - d. All fund deposited must be guaranteed by the vendor.
 - e. The Responder shall be responsible for any interface fees charged to create a real time interface with the HCJ's current inmate accounting system and TYLER.
 - f. All costs of the hardware and installation are the Responder responsibility.
- 3. The proposal shall specify what look up information the kiosk will be able to provide to depositors to correctly identify inmates (e.g. Name, inmate ID number and date of birth).

4

RFP NO. 25-02

- 4. The proposal shall specify what denominations of bills the kiosk will accept (e.g. \$1's, \$5"s, \$10's).
- 5. The proposal shall specify what the maximum amount of bills your kiosk will accept before needing service.
- 6. The proposal shall specify that, if the kiosk system is down, how the HCSO and the Responder will be alerted, and the action which will be taken to correct the problem.
- 7. The proposal shall specify who services the kiosk for repairs.
- 8. The proposal shall specify who collects the funds from the kiosk and how often those funds are picked up.
- 9. The ability for the kiosk to provide a receipt to the depositor shall be required.
- 10. The proposal shall specify if the kiosk will identify or take pictures of depositors.
- 11. The location, staffing, and brief description of your call center shall be provided in the proposal.
- 12. The proposal shall specify all service fees charged to the depositor.
- 13. The proposal shall describe your hiring practice for your employees who will be accepting credit card information from depositors.
- 14. The Responder must provide alternate service deposit methods for family and friends of inmates to post monies to inmate accounts. The following must be available: The Responder is responsible for all money deposited and guarantee of funds.
 - a. Phone: A call center using a 1-800 number in which family and friends can use a credit card to deposit funds into an inmate's account. The call center must be bilingual (English & Spanish).
 - b. Internet: Designated website for family and friends to use a credit or debit card to deposit funds directly to an inmate's account.
 - c. Walk Up Cash Locations: Family and friends can use the Lobby Kiosks to deposit monies into an inmate's account.

5

RFP NO. 25-02

- d. Lock Box Service: Family and friends can send money orders to the HCSO to be processed within 24 hours and batched together with all other deposit methods.
- 15. The Responder **must** provide the ability for authorized staff to see connections between inmates and senders and transaction history (i.e. how many deposits).
- 16. System must provide investigators the ability to view within the link analysis all transactions (deposits, video visitation) in a quick and easy to view manner.

Inmate Accounting System Specific Requirements

- The Responder will provide an automated inmate accounting solution that is capable
 of being audited by the HCSO. The solution must be approved by the HCSO and the
 Responder must own, support, and maintain all aspects of the solution, including all
 Responder supplied hardware, software, firmware, and communications/networking
 infrastructure, with their own employees.
- 2. The software must support a general ledger function and allow for a trial balance to be run at any time. The solution must contain the ability to set up annual fiscal maintenance. The solution must have the ability to run ledger reports on any accounts or sub accounts contained within the general ledger. The solution must allow the HCSO to open an account for an inmate at the time of booking and enter into the system the amount of money in their possession at the time of booking via interface with the HCSO Offender Management System (TYLER). The following data must be captured during the booking process:
 - a. Account Number (e.g. Jacket)
 - b. Name
 - c. Date of Birth
 - d. Gender
 - e. Location
- 3. In addition, the solution may allow for the following transactions to take place at the intake screen:
 - a. Charge receivables such as medical fees, open records, copying fees, postage, etc.
 - b. Sell commissary packs
- 4. Once the account is open, the solution must enable the following to occur:
 - a. Add funds, draw funds, (check, EFT/Debit Card or both)
 - b. Close the account and pay the balance by check or EFT/Debit Card

- c. Deduct commissary purchases and other charges in a live time environment
- d. Process credits
- e. Change inmate location, individually or in groups
- f. Assign a permanent ID used by the existing TYLER for an inmate that will allow an account to be reopened and allow for the ability for debts to be tracked across multiple incarcerations (NOTE: This function will require an interface to TYLER.)
- g. Add inmate information to control commissary purchases (such as medical and disciplinary restrictions and indigent status)
- h. Provide a complete audit trail of all transactions including scheduled and unannounced audits of the inmate accounts by the HCSO to insure the integrity and accuracy of the accounts.
- 5. The solution must provide reports according to specifications provided by the HCSO , including the following at a minimum:
 - a. Cash report
 - b. Sales report
 - c. Debt reports
 - d. Bank Reconciliation
 - e. Inmate report
 - f. Receivable report
 - g. General Ledger report
 - h. Negative balance report for inmates with debts
- 6. The Responder must install the system, provide ongoing support and maintenance and a toll-free 24-hour emergency line to minimize down time. The Responder must have an operating center/support staff within 6 hours response time to the facility center. The Responder will provide the hardware and will maintain same.
- 7. The software must interface with the HCSO TYLER Database, with no cost to the HCSO. Interface functions will be specified in a statement of work by the HCSO.
- 8. On demand by the HCSO and following contract termination, the Responder must provide all records pertaining to inmate accounts and commissary records to the HCSO for the past ten (10) years from the termination of the contract in electronic format and media specified by the HCSO.

9. The Responder must provide a transition plan to convert existing and historical data housed in current system to data within the new system.

Software Requirements

Following are the mandatory specifications required of the proposed banking solution. The system must address all of the requirements and features that are outlined below at the time of the proposal submission for the proposal to be considered (i.e. new application development will not be considered).

- 1. The proposed banking solution must provide for an accurate accounting of all inmate monies, expenses and purchases. At a minimum, it must contain all of the features and reporting included in the request for proposal. This includes the following:
 - a. General Ledger Reporting for all Ledger Accounts
 - b. Date Specific Reports for all Ledger Accounts
 - c. Provide for a Trial Balance to be run at any time
 - d. Fiscal Year Maintenance with End of Month Reporting
 - e. Inmate Receivables Function Complete with Reports Section
 - f. Accounts Payable Function Complete with Reports Section
 - g. Commissary Inventory Function with Reports Section
 - h. Inmate Property Function with Reports Section
 - i. Allows for collected funds to be applied to debts either by priority, percentage, or both as defined by the facility
 - j. The System must always be in Balance within the General Ledger
 - k. Provide reports on cash drawer balancing and balance history
 - I. Provide reports on commissary orders, order rejections, commissary sales and products offered
 - m. Provide reports of frozen inmate accounts or accounts with administrative holds or other facility designated restrictions
 - n. Provide account summaries (both individual and facility including transaction history)
 - o. Provide reports based on user definable date time periods
 - p. Provide for Inmate Intake and Release Reporting

RFP NO. 25-02

- q. Allow for the assignment of a HCSO designated permanent identifier to each inmate
- r. Allow for specific deductions to be assigned to individual accounts with an "automatic" collection per facility designated criteria
- s. Allow for inmate releases to be done by Check, Cash or Money Order, Cash, Cashier's Check, Credit or Debit Card, or a combination as determined by the facility
- t. The Responder will describe any automated commissary fund payment options which may be available to the HCSO. This should include literature and service requirements and detail any costs to the HCSO. The proposed options must be fully integrated with the banking software. Responder will be required to provide references where these are installed.
- 2. The Responder's software, at a minimum, must meet the following requirements:
 - a. Security protocols to limit accessibility to the vendor's software by individual, group and the ability to authorize software access by terminal/workstation. Transactions must be time stamped by user and terminal for auditing purposes.
 - b. Post deposits on-line and in real time, into an inmate's account, all window and mail deposits. Deposits must have the ability to be posted in batch mode to increase the efficiency of the staff. Batches must have the ability to be numbered by the user to track said batches for audit ability.
 - c. Track inmates who may be indebted and automatically track arrears, payments of fines, restitutions, damage to property payments and other financial obligations. The system must be able to calculate and post such payments.
 - d. Allow user to conduct batch entries for all accounting data. Provide for automated transaction category codes and transaction amounts.
 - e. Monitor all system activity including but not limited to: new entries, data changes, log in and log outs and releases.
 - f. Generate receipts for all deposits with an automated receipt numbering system.
 - g. Calculate and post all inmates' pays from the commissary account.
 - h. Deduct on-line from an inmate's account of commissary order purchases.
 - i. Post on-line credits for commissary orders, shortages, damages, and releases.
 - j. Create various reports, including at least:

- (1) "Ledger" Report for each inmate
- (2) Reporting of individual inmate accounts on a monthly basis or entire incarceration to include all transactions (deposits and withdrawals).
- (3) Recoverable/Receivable reporting to include: inmates charged, paid, and due/outstanding amounts.
- k. Bank reconciliation features to include, but not limited to the following:
 - (1) View and edit bank reconciliations by bank and date range.
 - (2) List all payments and deposits in separate panels that allow for each panel to be viewed in full view.
 - (3) Provide detailed information of each transaction, to include but not limited to credits, debits, depositor name, date, and balance on the bank reconciliation.
 - (4) Allow the user to modify information in the HCSO bank statement after it has already been created.
 - (5) The ability to generate summary and detail reports for each bank statement.
 - (6) Allow the user to view and search transactions by type (checks only, other payments/deposits, etc.), status, date, check number or amount range, accounting event, resident ID number and payee name.
 - (7) Allow the user the ability to print all manually selected transactions for auditing purposes.
- Commissary ordering system will allow for all restrictions in any quantity to any individual including but not limited to medical restrictions, for example candy bars restricted to diabetics.
- m. A complete property management module to allow for the classification, inventorying and disposal of inmate property during incarceration.

Automated Self-Service Options

- The Responder must list any self-service options they have to offer and detail any costs associated with this service. The services must be funded through the commissary operation.
- Services must include the capability of providing each housing unit with kiosks and/or phones that allow inmates to access their account information and place commissary orders.

3. The Responder should provide information related to other hardware peripherals available from the Responder. These peripherals must be integrated with the Responder's software.

Additional Services

- 1. Web based ordering of commissary products, debit calling and web-based inmate deposits for inmate family/friends via Internet.
- 2. Combine web product orders and inmate orders as not to exceed weekly inmate spending limits.
- 3. The HCSO staff will have access to view web orders placed by family/friends.
- 4. The Responder will provide the highlights of additional services or offerings available from the Responder which will benefit the HCSO. The Responder will describe the services and the benefits that will be derived from implementing the proposed services.

Training and Maintenance

- 1. The Responder shall be responsible for providing adequate training for HCSO employees as to the thorough and proper use of the Responder's software. On-going training will be required by the Responder as needs arise.
- 2. The Responder shall submit, upon award, a training schedule.
- 3. All training will be the sole responsibility of the Responder. The initial training of the HCSO employees will conclude when the designated employees, Jail Administrator and Sheriff of Henry County sign off on the training schedule as completed.
- 4. The Responder must have interface experience with the TYLER and provide a current facility reference with contact names and numbers.
- 5. Please describe in detail the type and level of support you will provide in the event one or more units malfunction, including proposed response time to the location or facility as well as turnaround time in the event a unit needs to be replaced.

FORM A STANDARD CONTRACT



SAMPLE HSCO CONTRACT

CONTRACT FOR PROFESSIONAL SERVICES

Henry County, Georgia

THIS CONTRACT by and between HENRY COUNTY SHERIFF'S OFFICE, a
political subdivision of the State of Georgia (hereinafter referred to as the "HCSO"),
and, a corporation organized and existing under the laws of
the State of, with offices located at
(hereinafter referred to as "Service Provider"), shall constitute the terms and
conditions under which the Service Provider shall provide Inmate Telephone System,
Inmate Video Visitation System and Inmate Accounting System at the Henry County
Jail and Restorative Center, Henry County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the HSCO and the Service Provider hereby agree as follows:

ARTICLE I. CONTRACT TIME

The services to be performed under this Contract shall commence on **July 1**, **2025.** The initial term of this Agreement shall be through December 31, 2013. This Contract shall (i) terminate absolutely and without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions in Article IV of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of Article IV of this Contract; and (iii) terminate absolutely, with no further renewals, on June 30, 2029, unless extended by written amendment..

ARTICLE II. PAYMENT

The HCSO shall receive a percentage from the Service Prov	vider for the total
amount collected by Service Provider for Inmate Kiosk Service, in	accordance with
Attachment A (Cost Proposal to RFP No. 25-02, dated), which is
incorporated herein by reference. Attachment A consists of	_ pages.

The Service Provider agrees to provide monthly report(s) with remittance to the HCSO. Said monthly report(s) shall include, but are not limited to the following:

Gross revenues received as a result of this Contract for Local Inmate Telephone Service and Long-Distance Inmate Telephone Service, Inmate Video Visitation and Inmate Kiosk Service.

Percentages and amount of revenue retained by the Service Provider as a result of this Contract for Local Inmate Telephone Service and Long-Distance Inmate Telephone Service, Inmate Video Visitation and Inmate Kiosk Service.

Percentage and amount of revenue paid to HCSO by Service Provider as a result of this Contract for Inmate Kiosk Service.

ARTICLE III. SCOPE OF WORK

The Service Provider agrees to provide all professional services, equipment, and all things necessary for inmate telephone system, inmate video visitation system and inmate kiosk services at the Henry County Jail and the Restorative Center in accordance with the HSCO's Request for Proposals (RFP) No. 25-02 attached hereto as Appendix I and incorporated herein by reference, and the Service Provider's response thereto, attached hereto as Appendix II and incorporated herein by reference.

This Contract, the Contract Specifications/Technical Proposal, and the Service Provider's response thereto, including all attachments to any of the documents, are herein collectively referred to as the "Contract Documents." The equipment, supplies and services to be provided under this Contract are sometimes herein referred to as "The Work."

ARTICLE IV. GENERAL CONDITIONS

- A. <u>Accuracy of Work</u>: The Service Provider shall be responsible for the accuracy of the Work and any error and/or omission made by the Service Provider in any phase of the Work under this Contract.
- B. Additional Work: The HSCO shall in no way be held liable for any work performed under this section which has not first been approved in writing by the HSCO in the manner required by applicable law and/or the terms of this Contract. The HSCO may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Service Provider. The Service Provider shall proceed with the performance of any changes in the Work so ordered by the HSCO unless such change entitles the Service Provider to a change in Contract Price, and/or Contract Term, in which event the Service Provider shall give the HSCO written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Service Provider shall not execute such changes until it receives an executed Change Order from the HSCO. No extra cost or extension of time shall be allowed unless approved by the HSCO and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The HSCO shall not be liable for payment for any work performed under this section which has not first been approved in writing by the HSCO in the manner required by applicable law and/or the terms of this Contract.

- C. <u>Ownership of Documents:</u> All documents, including drawings, estimates, specifications, and data are and remain the property of the HSCO. The Service Provider agrees that the HSCO may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Service Provider and without any payment of any monies to the Service Provider therefore. However, any reuse of the documents by the HSCO on a different site shall be at its risk and the Service Provider shall have no liability where such documents are reused.
- D. Right to Audit: The HSCO shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with the HSCO funds and any documents or materials which support those records, kept under the control of the Service Provider, including but not limited to those kept by the Service Provider's employees, agents, assigns, successors and subcontrators. The HSCO also has the right to communicate with Service Provider's employees related to the audited records.

The Service Provider shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the HSCO or its designee, during normal business hours at the Service Provider's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the HSCO.

E. <u>Successors and Assigns:</u> The Service Provider agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or its right, title, or interest therein to any person, firm, or corporation without the previous written consent of the HSCO. If the HSCO consents to any such assignment or transfer, then the Service Provider binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the HSCO and any person, or entity or than Service Provider.

- F. <u>Reviews and Acceptance:</u> Work performed by the Service Provider shall be subject to review and acceptance in stages as required by the HSCO. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at his own expense, any errors in the Work.
- G. Termination of Agreement: The Service Provider understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The HSCO may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the HSCO, elect to terminate the Contract by delivering to the Service Provider, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Service Provider at least thirty (30) days prior to the effective date of termination. If Service Provider's services are terminated by the HSCO, the termination will not affect any rights or remedies of the HSCO then existing or which may thereafter accrue against Service Provider or its surety. In case of termination of this Contract before completion of the Work, Service Provider will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the HSCO. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.
- H. Indemnification Agreement: The Service Provider shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the HSCO. The Service Provider shall exonerate, indemnify, and save harmless the HSCO, County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Service Provider shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Service Provider, or any Subcontractors, or anyone directly or indirectly employed by or under the

supervision of any of them. Notwithstanding any language or provision in this Contract, Service Provider shall not be required to indemnify any HSCO Indemnitee against claims, actions, or expenses based upon or arising out of the HSCO Indemnitee's sole negligence. As between the HSCO Indemnitees and the Service Provider as the other party, the Service Provider shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Service Provider's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Service Provider, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Service Provider shall defend, indemnify, and hold harmless the HSCO Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Service Provider expressly agrees to provide a full and complete defense against any claims brought or actions filed against the HSCO Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The HSCO has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the HSCO, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

- Insurance Prior to commencing work, Service Provider shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Service Provider. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Service Provider. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Service Provider, and others as required by contract, for liabilities in connection with work performed by or on behalf of Service Provider, its agents, representatives, employees or Service Providers.
 - 1. Certificates of Insurance in companies doing business in Georgia and acceptable to the HSCO covering:

- (a) Statutory Workers' Compensation Insurance, or proof that Service Provider is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Service Provider's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - (1) \$5,000,000 per occurrence
 - (2) \$5,000,000 aggregate
 - (f) Certificates of Insurance must be executed in accordance with the following provisions:
 - (g) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (h) Certificates to contain the location and operations to which the insurance applies;
 - (i) Certificates to contain Service Provider's protective coverage for any subService Provider's operations;
 - (j) Certificates to contain Service Provider's contractual liability insurance coverage;
 - (k) Certificates are to be **issued** to:

Henry County Sheriff's Office and Henry County, Georgia 120 Henry Parkway McDonough, Henry County, Georgia 30253

- 2. The Service Provider shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 3. The Service Provider agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
- Service Provider agrees to waive all rights of subrogation and other rights of recovery against the HSCO and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
- 5. Failure of the HSCO to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the HSCO to identify a deficiency from evidence provided will not be construed as a waiver of the Service Provider's obligation to maintain such coverage. Service Provider understands and agrees that the purchase of insurance in no way limits the liability of the Service Provider.
- 6. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the HSCO. Policies and Certificates of Insurance listing the HSCO and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
- 7. If the HSCO shall so request, the Service Provider will furnish the HSCO for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
- J. <u>Performance Bond</u>: Precedent to the execution of this Contract by HCSO, Service Provider shall furnish a performance bond attached hereto and incorporated herein, equal to ten percent (10%) of the first year Annual Compensation amount which shall remain in effect for the full term of this Contract. When the Annual Compensation is increased, then the Service Provider shall furnish a bond to cover ten percent (10%) of the Annual Compensation of any renewal period(s) and any increased amount. Surety Company must be listed in

the Federal Register and licensed to write surety insurance in the State of Georgia. The bond given shall meet the requirements of the law of the State of Georgia or any further requirements of the County. Any renewal of this Contract by HCSO shall be contingent upon the Service Provider's performance bond being equal to the then current Annual Compensation amount. The bond shall be kept valid for the sum total term of all years of this Contract commencing on _____ at 12:01 a.m. Eastern Standard Time and ending on _____

Note: Public Agencies, Boards, and Authorities are exempt from this requirement.

- K. Payment Bond: Precedent to the execution of this Contract by the HCSO, Service Provider shall furnish a payment bond attached hereto and incorporated herein, equal to ten percent (10%) of the first year Annual Compensation amount. When the Annual Compensation is increased, then the Service Provider shall furnish a bond to cover ten percent (10%) of the Annual Compensation of any renewal period(s) and any increased amount. Surety Company must be listed in the Federal Register and licensed to write surety insurance in the State of Georgia. The bond given shall meet the requirements of the law of the State of Georgia or any further requirements of the County. Any renewal of this Contract by the HCSO shall be contingent upon the Service Provider's payment bond being equal to the then current Annual Compensation amount. The bond shall be kept valid for the sum total term of all years of this Contract commencing on ______ at 12:01 a.m. Eastern Standard Time and ending on _______.
- L. <u>Georgia Laws Govern:</u> The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all

parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

- M. <u>Venue:</u> This Contract shall be deemed to have been made and performed in Henry County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Contract shall be brought in the courts of Henry County, Georgia.
- N. Non-Payment of Employees, Independent Contractors and Subcontractors:

 In the event Service Provider fails to pay any of its employees, independent contractors or subcontractors when payment is due, HCSO, in its sole discretion, may withhold compensation due Service Provider and pay said employees, independent contractors or subcontractors directly. Dependent upon the severity of the non-payment, said failure may be considered a breach of the terms of this Contract
- Ο. Contractor and SubContractor Evidence of Compliance; Federal Work Pursuant to O.C.G.A. §13-10-91, the HSCO cannot enter into a Authorization: contract for the physical performance of services unless the Service Provider, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Service Provider certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Service Provider agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment . Service Provider agrees that in the event it employs or Agreements with any Subcontractor(s) in connection with this Agreement, Service Provider will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91

throughout the Agreement Term. Any signed Subcontractor Provider affidavit(s) obtained in connection with this Agreement shall be attached hereto as Attachment ____. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Agreement Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Attachment

- P. Lawsuits Against the County and Sheriff: In the event any lawsuit is filed against the County, its elected officials, the Sheriff or their deputies or employees, based on or containing any allegations concerning the services under this Contract, Service Provider's performance and performance of Service Provider's employees, agents, subcontractors, assignees, or independent contractors, the parties agree that the Service Provider, its employees, agents, subcontractors assignees, or independent contractors, as the case may be, may be joined as defendants in any such lawsuit and shall be responsible for their own defense and for any judgment rendered against them, and shall be responsible for defense and indemnification as set forth in Article IV, Paragraph L.
- Q. <u>Service Provider's Status:</u> The Service Provider will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Service Provider shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the HSCO and the Service Provider shall be that of owner and independent Service Provider. Other than the consideration set forth herein, the Service Provider, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any of the HSCO employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Service Provider shall be by employees of Service Provider or its Subcontractor and subject to supervision by Service Provider. No officer or

employee of Service Provider or any Subcontractor shall be deemed an officer or employee of the HSCO. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Agreement shall be those of the Service Provider, not the HSCO.

R. <u>Changes in the Work</u>: The HCSO may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract Documents or increase or decrease the time required for performance of the Work, an adjustment may be authorized by Amendment. The HCSO shall in no way be held liable for any Work performed under this section which has not first been approved in writing by the HCSO.

The HCSO also may at any time, by issuing an Order, make changes in the detail of the Work. The Service Provider shall proceed with the performance of any changes in the Work so ordered by the HCSO unless the Service Provider believes that such Order entitles it to a change in the Contract Price or Time, or both, in which event it shall give the HCSO written notice thereof, including the Service Provider's proposed changes to staffing, within seven (7) calendar days after the receipt of the order change(s) and the Service Provider shall not execute such changes pending the receipt of an executed Amendment or further instruction from the HCSO. The Contract Price and/or specified time deadlines may be changed only by an Amendment. When there is added value of any work covered by an Amendment or of any claim for increase or decrease in the Contract, the price shall be determined by one or more of the following methods in the order of precedence listed below.

- 1. Unit price previously approved.
- 2. An agreed upon lump sum.
- New unit price approved along with the approval of the Amendment.
 The Service Provider may not unilaterally change the Contract Price or the Contract Time.

- S. <u>Delays and Extensions of Time</u>: The Service Provider agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Service Provider for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Service Provider, including but not restricted to acts of God, acts of another contractor in the performance of a HCSO contract with the State fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Service Provider or the subcontractors or suppliers.
- T. <u>Vendor Transition:</u> If the HCSO awards a Contract to another vendor to perform services presently being performed by the Service Provider under the Contract, the Service Provider shall cooperate with the HCSO and the new vendor in facilitating the transition as the HCSO directs, including providing the new vendor with a copy of all the current policies, procedures and work plans applicable to the institutions covered by the Service Provider
- U. <u>Security</u>: The Sheriff will provide security sufficient to enable the Service Provider and its personnel to safely perform the services described in this Contract. However, nothing herein shall be construed to make the HCSO, the Sheriff, or deputies, or employees, guarantors of the safety of the Service Provider or its employees, agents or subcontractors, including their employees
- V. <u>Georgia Open Records Act:</u> Service Provider shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq*.
- W. <u>Business License:</u> Service Provider shall submit a copy of its current, valid business license with this Agreement. If the Service Provider is a Georgia corporation, Service Provider shall submit a valid county or city business license. If Service Provider is a joint venture, Service Provider shall submit valid business licenses for each member of the joint venture. If the Service Provider is not a Georgia corporation, Service Provider shall submit a certificate of authority to

transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Service Provider holds a professional license, then Service Provider shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Agreement being terminated. Service Provider shall ensure that any insurance, license, permit or certificate submitted in response to the HSCO's RFP or as part of the Agreement shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Agreement Term.

X. <u>Sole Agreement:</u> This Agreement constitutes the sole Agreement between the HSCO and the Service Provider. The terms, conditions, and requirements of this Agreement may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the HSCO, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the HSCO as provided by law or in this Agreement.

Y.	Attachments and Appendices: This Agreement includes the following
	Attachments and Appendices all of which are incorporated herein by reference:
	Attachment, Service Provider's Cost Proposal; Appendix I, HSCO's RFP;
	Appendix II, Service Provider's Response; Attachment, Service Provider's
	Affidavit; Attachment, Subcontractor's Affidavit(s); Attachment
	Sub-subcontractor's Affidavit(s); and Attachment, Certificate of Corporate
	Authority or Joint Venture Certificate.

Z. <u>Severability:</u> If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

AA. <u>Notices:</u> All notices under this Contract shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the Service Provider:

If to the HSCO:

Henry County Sheriff's Office Attention Reginald B. Scandrett, Sheriff 120 Henry Parkway McDonough, Georgia 30253

- **BB.** <u>Counterparts:</u> This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.
- CC. <u>Controlling Provisions:</u> The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the HSCO's RFP; and the Service Provider's Response thereto.
 - DD. <u>Time is of the Essence</u>: Time is of the essence of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each to be considered as an original by their authorized representative.

	HENRY OFFICE, GEORGIA	COUNTY HENRY	SHERIFF'S COUNTY,
By :(SEA	, , , , , , , , , , , , , , , , , , , ,	B. Scandrett. S	(SEAL)

ATTEST:	ATTEST:	
Signature	Signature	
Name (Typed or Printed)	Name (Typed or Printed)	
Title	Title	

CERTIFICATE OF CORPORATE RESOLUTION

l,			, certify the follow	ing:
That I a	m the duly elected and au	thorized	Secretary of	(hereinafter
referred	to as the ""), an		organized and	d incorporated to do
business	s under the laws of the State o	of	;	
Tł	nat said corporation has, thro	ugh lawf	ul resolution of the	Board of Directors of
the corpo	oration, duly authorized and o	directed _		, in
his officia	al capacity as		of the	corporation, to enter
into and	execute the following describ	ed Contr	act with HSCO, a p	olitical subdivision of
the State	e of Georgia:			
Contract	t for Inmate Telephone Systen	n, Inmate	Video Visitation and	d Inmate Accounting
	System at the Henry Co.	unty Jail	and the Restorative	<u>Center</u>
Tł	nat the foregoing Resolution o	of the Bo	ard of Directors has	not been rescinded,
modified	, amended, or otherwise cha	nged in a	any way since the a	doption thereof, and
is in full f	orce and effect on the date h	ereof.		
IN	I WITNESS WHEREOF, I h	nave set	my hand and cor	porate seal this the
	day of	20		

(CORPORATE
SEAL)
(Secretary)

FORM B BID AUTHORIZATION

STATE OF GEORGIA COUNTY OF HENRY BEFORE ME, the undersigned authority a Notary Public in and for the State of , on this day who, after having first been duly sworn, upon oath did personally appeared depose and say; that the forgoing bid submitted by "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this Agreement, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid. Bidder Information: (Company) (Signature) (Address) (Printed Name (City, State, Zip) (Title) SWORN TO AND SUBSCRIBED BEFORE ME THIS _____day of _____ Notary Public in and for the State of (Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

HCSO TELEPHONE RFP NO. 25-02

FORM C

NON-CONFLICT OF INTEREST

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

	n Lor Section59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Cosal preparation shall be reported to the State of Georgia Attorney General and Department.	
County, and the	(Officer of Firm) certifies that to the circumstances exist which shall cause a conflict of interest in performing service hat no company or person other than bona fide employees working solely for our firetained to solicit or secure an agreement resulting from this request for proposal.	es for Henry
Signature:		
Print Name:		
Title:		
Firm Address:		_

FORM D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10- 91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Henry County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization/ E-Verify Use	r Identification Numbe	r	
Date of Authorization			
Name of Contractor			
I hereby declare under penalty of perjury	that the foregoing is tru	ue and correct.	
Executed on	_, 2025, in	(city),	(state).
Signature of Authorized Officer or Agent			
Printed Name and Title of Authorized Offi			
SUBSCRIBED AND SWORN BEFORE N	ME ON THIS THE	DAY OF	, 2025.
NOTARY PUBLIC			
My Commission Expires:			

FORM E

SUPPLIER INCLUSION PROGRAM

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. In order to give recognition to these types of business classification, please check all which apply:

ועי	poo of baomoca diagomocator, produce officer an willow apply.		
	Small Business		
	Small businesses are defined by size standards and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the different categories of business enterprises.		
	Local Vendor		
	Local vendors, as defined in the Henry First Initiative, must operate and maintain a regular place of business within the geographical boundaries of Henry County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County and must certify its compliance with the Georgia Security and Immigration Act.		
	Veteran-Owned Business		
	A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as "a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable." This definition explains that any individual that completed a service for any branch of armed forces classifies as a veteran as long as they were not dishonorably discharged.		
	DBE Business		
	DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation, and shall consist of five (5) minority groups:		
	□Asian American		
	□Native American		
	□African AmericanH		
	□Hispanic/Latino		
	□Pacific Islander.		
	Female Owned Business		
	A female-owned business is a business in which a female owns a minimum of 51% of the business and alsoholds the highest position at the company and is active in the daily management and strategic direction of the company.		
	None of the Above Applies		
Com	pany's Name Date		
Autho	orized Representative's Name (Print or Type) Authorized Representative's Signature		

FORM F COST PROPOSAL



RFP NO. 25-02 COST PROPOSAL FORM INMATE TELEPHONE SYSTEM, VIDEO VISITATION SYSTEM AND INMATE ACCOUNTING SYSTEM AT THE HENRY COUNTY JAIL AND RETORATIVE CENTER

(consisting of 4 pages)

RESPONDERS : Please complete all with this cover page.	Please complete all attached Cost Proposal Forms and return age.		
Name of Firm:			
Address:			
Authorized Person Submitting Proposal			
Title of Authorized Person			
Talanhan a Numbar			
Telephone Number			
Fax Number			
E-mail Address			
	Signature of Authorized Person		
	Date		

SECTION I. INMATE TELEPHONE SYSTEM

The Responder will provide "**EXACT RATES**" on all <u>local and long-distance calls charged to the public, as well as any other charges or fees to the public.</u>

INMATE CALLING RATES

1. Local	
Flat rate	\$
Surcharge	\$
2. Intrastate	
Flat rate	\$
Surcharge	\$
3. Interstate	
Flat rate	\$
Surcharge	\$
4. Long Distance	
Flat rate	\$
Surcharge	\$
5. International	
Flat rate	\$
Surcharge	\$
SECTION II VIDEO VISITATION SYSTEM	
A. <u>COST</u>	
 Proposed "System" Cost/Price 	\$
 Proposed "Software" Cost/price 	\$

Include licenses and renewals	
and renewals escalations	\$
Categories of labor, materials and rates	\$
 Section for providing additional costs and rates 	\$
Other Cost, please specify (give details)	\$
Total Cos	t \$
Rate Structure for remote video visitation sessions	\$
CTION III KIOSK SERVICES	
COST	
Proposed "System" Cost/Price	\$
Proposed "Software" Cost/price	\$
Include licenses and renewals	
and renewals escalations	\$
Categories of labor, materials and rates	\$
Section for providing additional costs and rates	\$
Other Cost, please specify (give details)	\$
• Total Cost\$	
Rate Structure to public \$	

B. **COMMISSION**

The HCSO will be paid a percentage of the total fees collected as a result of the inmate Kiosk Services. Responder's cost proposal should state the percentage(s) that responder will pay each month to the HCSO.

1.	Base Year (July 1, 2025 thru June 30, 2026)
	Percentage
2.	Year One (1) (July 1, 2026 thru June 30, 2027)
	Percentage
3.	Year Two (2) (July 1, 2027 thru June 30, 2028)
	Percentage
4.	Year Three (3) (July 1, 2028 thru June 30, 2029)
	Percentage

FORM G

REQUEST FOR PROPOSAL NO. 24-01 TO PROVIDE COMPREHENSIVE INMATE HEALTHCARE SERVICES AT THE HENRY COUNTY JAIL AND ANNEX

Due Date and Time: Friday, May 9, 2025; 4:00 p.m.

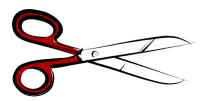
CHECKLIST FOR RFP DOCUMENTS

iailure to include all required documents will result ward.	in proposal being rem	oved for consideration for Please check
DOCUMENTATION DESCRIPTION Any Required Desuments sited in RED Specific	ations	Flease Clieck
Any Required Documents cited in RFP Specification W-9	auons	
Forms: Solicitation Form (Page 1 of this Document) Add	dendum Cover Sheet(s)	(If applicable)
Authorization Affidavit	deridani Gover Gricei(a)	
Non-Conflict of Interest		
Georgia Security & Immigration Compliance Act	Affidavit & Agreement	
Supplier Inclusion Program	"	
Cost Proposal (Submit in a separate sealed env	elope marked as "Cost I	Proposal.")
ailure to acknowledge any addenda will result in a ne proposer has examined and carefully studied th ceipt of all of which is hereby acknowledged: Addendum No.	•	and the following Addenda
	_	Dated
Addendum No		Dated
Addendum No.		
his is affirms that all documents are included with	the Proposer's RFP pa	ackage.
ompany's Name	Date	
uthorized Representative's Name (Print or Type)	Authorized Represe	entative's Signature

SECTION VI - REQUEST FOR PROPOSAL LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

This label **MUST** be affixed to the outside of the envelope or package, even if it is a "No RFP" response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.



REQUEST FOR PROPOSAL ENCLOSED

Request for Proposal (RFP) No. 25-02

To Provide an Inmate Telephone System, Video Visitation System and Inmate Accounting System at the Henry County Jail and Restorative Center

Due Date and Time: May 9, 2025; 4:00 p.m.

Vendor Name
Address
City, State, Zip Code

DELIVER TO: Henry County Sheriff's Office

Attention: Chandra D. Brown

120 Henry Parkway

McDonough, Georgia 30253