CITY
OF
JOPLIN, MISSOURI

BID PACKAGE

2017-08

for

Inmate Phone System

P.O. Box 1355
303 E. Third Street
Joplin, MO 64802-1355

417-623-3131, extension 463 (voice)
417-627-8857 (fax)

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until 10:00 a.m., Tuesday, March 14th, 2017 at the Joplin Police Department located in the Dr. Donald E. Clark Public Safety and Justice Center, 303 East Third Street, Joplin, Missouri to PURCHASE the following:

Inmate Phone System

Specifications and bid forms are available from Shane Dotson, Jail Administrator, at the office specified above.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases

Leslie Haase
Director of Finance

Publication Date: Tuesday, February 28th, 2017

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to PURCHASE the following:

Inmate Phone System

All bids shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be in issued in writing and delivered to the office of the Director of Finance within five (5) working days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handing products that contain post-consumer recovered materials, providing the bid does not exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.

MARK BID ENVELOPES: "BID #2017-08 – Inmate Phone System, 10:00 a.m. Tuesday, March 14th, 2017"

Questions concerning the specifications and bidding procedures should be directed to Shane Dotson, Jail Administrator, 417-623-3131, extension 463 or emailed to sdotson@joplinmo.org or Enjoli Jones, Supervisor, 417-623-3131 Ext 460 or emailed to ejones@joplinmo.org

A. GENERAL REQUIREMENTS

It is the intent of these specifications to obtain proposals from qualified offeror's to provide local and long distance telephone service and equipment for the inmates at the Joplin, Missouri Police Department's City Jail Facility. Any item not specifically mentioned but necessary for the delivery and operation of the proposed system shall be included in this proposal. These specifications and requirements should be in sufficient detail to secure proposals on comparable services.

The requirements listed herein should be met by all offeror's proposals. In instances where the proposal differs from these requirements, offeror shall note the difference and describe in detail how their proposal will meet the City's needs without including this specific requirement. Failure to meet these requirements may be cause for rejection of the vendor's proposal at the City's discretion.

A1. Definitions

For the purpose of this RFP, the terms "Vendor" and "Offeror" refer to the provider of equipment and services. The word "City" will refer to City of Joplin, Missouri Police Department. The "System" will be referred to as the Inmate Telephone System.

A2. RFP Submission

Each Vendor must prepare a written response. Proposal shall be formatted consistent with the specific sections and numbered paragraphs and must respond to each on an individual basis. Failure to address any item shall be interpreted as non-compliance. Vendors must respond to all paragraphs and submit the following:

- Letter of transmittal
- Vendor Qualifications and Experience
- Summary of Compliance with Technical Requirements

One- (1) original and two- (2) copies of the RFP response must be returned with the response packet no later than the date and time listed above. Proposals not received by this time and date will be automatically disqualified from consideration and sent back to the Vendor unopened. Each proposal should have the proposal number marked on the outside of the package and should be sealed. Original proposal must be clearly marked "ORIGINAL" and contain all original signatures.

A3. Vendor Inquiries

If additions, deletions, modifications or clarifications to the RFP become necessary, the changes will be noted by written addendum to the Vendors. Nothing presented orally during Vendor inquiries will modify or alter the specifications.

A4. Basis of Award

The City will review all responses to assure compliance with the specifications. Vendor may be excluded from further consideration for failure to comply with the specifications of the RFP.

The City reserves the right to reject in whole or in part any or all proposals, waive minor technicalities, and award the proposal which best serves the interest of City.

To ensure specified performance of the proposed system, the City reserves the right to require a Vendor (s) to demonstrate the system and any features specified in this RFP.

A5. Contract Term

The contract will be for a period of three (3) years. At the expiration of this contract, City will have the option of continuing the phone services with the offeror's company at the same commission and rates for a period of two (2) additional years in one-year increments. Each optional year will require City's approval for renewal.

A6. Termination

The obligation to provide further service under the terms of the resulting agreement may be terminated by the City upon ninety- (90) days written notice in the event of material breach by the successful Offeror to perform in accordance with the terms hereof, or any contract resulting from this RFP. In the event that City chooses to discontinue this contract either by termination or not extending the contract the offeror warrants that it will remove all its equipment from City's Jail Facility without charge. Service and equipment will not be removed until another Vendor has been acquired. The removal of equipment and disconnecting of service process will occur during the implementation of the new system with minimal interruption of service to this facility. It will be necessary that the incumbent vendor cooperate with the new vendor during the implementation of the new system.

A7. Damage and Repair Liability

The City will have no liability to the Vendor for fraud, theft, vandalism/damage or loss of the Vendor's equipment inflicted by the inmates or the public. All costs associated with the repair will be the responsibility of the Vendor.

Vendor warrants that all repairs will be made at its expense. Offerors shall make all reasonable efforts to ensure that the phone system is operational and repaired as quickly as possible.

A8. Installation/Disconnection

The City will determine the locations for all phones and equipment as well as the need for future installations and disconnects. The Vendor will be responsible for all costs of installation or disconnection throughout the term of the Contract.

The Vendor will be required to furnish and install equipment, dedicated lines and any other item necessary to make this service functional. The incumbent vendor will remove all equipment, dialers and/or dedicated phone lines from the City's Jail facility without charge.

A9. Present City Inmate Telephone System

NCIC, Inc. is currently providing inmate telephone service to the City. The City's Jail Facility has an average daily population of approximately 55 inmates and full capacity is at 64 inmates. NCIC provides approximately 16 inmate non-coin telephones at the Jail facility.

A10. Miscellaneous Requirements

The City will not be liable for any of the cost incurred in preparation and presentation of the response.

Any materials submitted by the Vendor that is considered confidential in nature must be clearly marked as such. Due to applicable laws and regulations concerning public documents, the City makes no representation that such material will be kept confidential.

A11. Insurance

Bidder shall provide City with Certificate of Insurance, both Workman's Compensation Insurance and General Liability Insurance coverage for work at the City's Jail facility with limits of not less than $100,000 / $300,000 / $100,000 with excess umbrella liability of $1,000.000. Successful vendor must submit copies of insurance certificates to the City before any work can be started.

A12. Financial Stability

Bidder shall provide City with financial statements, including statements of operations, balance sheets, and statements of cash flows for the last two fiscal years. For those bidders that are subsidiaries of another organization, they must provide such financial statements for the subsidiary that will be responding to this RFP and the parent company. For those bidders using subcontractors, they must provide such financial statements for those subcontractors.

B. Vendor Qualifications & Experience

B1. References

Provide five customer references of accounts similar in size and scope to City.

B2. Patent & Copyrights

The Vendor will hold harmless the City, its officer, and employees against all claims that machines or software supplied infringes a U.S. patent or copyright.

The Vendor further asserts that the equipment and software proposed does not infringe on any U.S. patent or copyright.

B3. Vendor Patents

Please supply patent information for proposed equipment or software, where applicable.

B4. Lawsuits

Identify all legal claims, demands, or lawsuits threatened or pending against the Vendor, and or Vender's technology provider with regard to the services and equipment offered in this proposal.

C. Section C – Technical Requirements

C1. General Requirements

1. The system shall be a Windows-based, easy to use application.
2. The proposed system shall allow outgoing calls, only.
3. The system shall include visitation phones for two cubicles to allow the inmate to talk to a visitor separated by a partition. This will require four (4) phones. Conversations should be recorded in the same manner as the other inmate phones.
4. The proposed system shall allow inmate calls to be restricted to 15 minutes. City representatives must be able to change this call duration limit by inmate PIN, specific telephone, or group of telephones.
5. The users – inmate and called party – shall be notified of limit in advance of the system terminating the call.
6. The proposed system shall allow for free calls to attorneys, public defenders, and other deemed appropriate by the City.
7. Vendor shall supply one TTY phone to City Jail Facility.
8. Vendor shall supply T-1connection from the City. Only if applicable.
9. The proposed system shall permit speed dials to be programmed for medical alert or other emergency alerts deemed appropriate by the City.
10. The proposed system must require active acceptance by the called party. Explain how called parties with rotary dialed phones can achieve this.
11. The proposed system shall include user prompts in English and Spanish in addition to other languages that may be requested by the City.
12. The vendor shall only allow free, local calls from specific phones in the booking area.

C2. Personal Identification Number (PIN)

1. The proposed system shall utilize Personal Identification Numbers (PIN) for the inmates. Describe your system's use of PINs, including Open PIN, Restricted PIN, and Closed PIN.
2. The proposed system shall prevent duplicate PINs.
3. What is the minimum and maximum number of digits used in a PIN.
4. The City must be able to restrict calls based on the inmate's PIN. This includes call duration, time of day, and destination numbers.
5. The proposed system shall provide a method of verifying the inmate's PIN to guard against fraudulent PIN use through voice verification. Provide a detailed description of your solution.

C3. Fraud Management

1. The proposed system shall detect and prevent three-way or conference calls, except for those calls to attorney's or other approved numbers.
2. The proposed system shall prevent the inmate from receiving a second dial tone, or "chain-dialing."
3. The proposed system shall detect any extra digits dialed by the inmate after the party has accepted the call.
4. The proposed system shall brand each call with the name of the facility and the inmate placing the call.
5. The proposed system shall continue to play the brand recording at irregular intervals throughout the call.
6. The proposed system shall guard against "Hook-switch dialing," and other fraudulent activities.
7. The inmate shall not communicate with the called party until the call has been accepted.
8. The system shall detect the difference between an accepted call, and an answering machine, busy signal, or other telephone activity.
13. The proposed system shall allow call blocking of specific numbers by inmate PIN, telephones, or group of telephones.
14. The proposed system shall also assign approved calling numbers according to inmate PIN.
15. The proposed system shall permit the called party to block all future calls from a correctional facility.

C4. Call Acceptance

1. The proposed system shall alert the called party of the per-minute cost of the call prior to acceptance.
2. The called party must actively accept the call.
3. The inmate cannot communicate with the called party until the call has been accepted.
4. Billing does not begin until the call is accepted.
5. The proposed system must accommodate rotary phone users.

C5. System Security

1. The proposed system must be programmed for auto shut-off at times designated by the City.
2. The City personnel must be able to manually shut down the system in case of emergency.
3. The proposed system shall be password protected to permit only appropriate facility personnel access to the system.

C6. Reports

1. The vendor shall supply call detail reports to the City. These reports shall contain a variety of call information and be customizable to suit the City's needs.
2. Standard reports should include: Frequently Dialed Numbers, 3-Way Call Attempts, and Call Volume by Telephone.
3. Vendor shall supply monthly revenue reports.
4. Vendor shall attach samples of their call detail and other standard reports.

C7. Service & Maintenance

1. Vendor shall provide 24-hour, toll-free service number.
2. Vendor shall address all major service outages within four hours.
3. Vendor shall provide service policies and procedures as an attachment to this proposal.
4. Describe the maintenance and quality assurance programs for telephones to be installed.
5. It is solely the vendor's responsibility to provide installation and maintenance which includes all wiring at the City's Jail facility as well as any additional wiring required to facilitate the system in the Investigation's Bureau of the Joplin Police Department or any other location as determined by the City.
6. Detail equipment installation charges, if any.
7. Describe the maintenance and quality assurance programs for telephones to be installed.
8. Detail the method of determining service interruptions and service call priorities. List response time for each priority and the level of expertise devoted to each priority.
9. Vendor shall provide on-site administration of the system. On-site administration may be achieved from one centrally located point on the system.

C8. Installation and Cut-Over

1. The contractor will provide inmate phone sets, including two visitation phone sets, the remote Administration station and the automated inmate call control system, install the sets, remote system and the system and insure that they are working properly. This installation is to be completed within thirty (30) days after award of the contract.

2. A bidder shall submit a complete and detailed schedule of the time-frame required for installation, utility coordination, training, cut over and testing. The system must be installed in a manner and under a time-frame designed to minimize disruption of the normal functioning of the City.

3. If the schedule cannot be met within the 30 days stated above, contractor must propose an installation schedule of events. Failure to state installation time in the bid will obligate the contractor to complete installation so as required in the bid. Extended installation time may be considered when in the best interest of the City.

4. Any delay in the implementation of the contractor's schedule that is caused by the City will increase the contractor's time allowance to complete installation but the contractor must submit a complete and detailed schedule of additional time required.

5. The risk of loss and or damage will be assumed by the contractor during shipment, unloading and installation.

C9. Call Monitoring & Recording

1. The proposed system shall maintain 30 days of call recording online.
2. Facility personnel must be able to search call recordings by dialed number, date, time, inmate account, or site ID.
3. Facility personnel must be able to simultaneously listen to and record conversations.
4. Recordings must be backed up to CD-ROM for archival.
5. Recordings system must be centralized and housed at the City's Jail Facility.

C10. Training

1. Vendor shall provide on-site training to City staff in system administration, operation, and reporting.
2. Describe training program; include description of course and any applicable documents.

C11. Payment Options

1. The proposed system shall allow collect calls only.
2. The proposed system shall provide a debit account for inmates' families and other approved parties.
3. All prepaid calls will be subject to the same restrictions and features as standard inmate collect calls.
4. The called party shall be informed of the per-minute cost of the call prior to accepting the charges.

C12. Equipment

1. The proposed inmate telephone system shall be a turnkey, non-coin telephone system and service.
2. The vendor shall provide non-coin, collect call, inmate telephones composed of durable, tamper-free equipment suitable for jail environments. Equipment must not contain any removable parts.
3. The proposed system shall include any hardware, such as computer, printer, and modem, and any system software necessary to allow facility personnel to query, display, and print inmate telephone activity.
4. The proposed system software shall be based on security level and password protected.
5. All vendor equipment shall comply with FCC regulations.
6. The proposed equipment and system shall be scalable to meet the City's growing needs.
7. Vendor equipment shall include a backup power supply.
8. The proposed system should be equipped with redundant components to guard against data loss.

D. Section D - Commission Structures/Revenues.

If the vendor fails to pay to the City any contractual amount owed when due and payable, or fails to perform promptly any of the other covenants or obligations contained herein, and such default or failure to perform continues for a period of thirty days after written notice of such failure to pay or perform is received by the vendor, then the City will have the right to cancel the contract.

D1. Commission Structure

Please provide information on the commission structure. Include the following within your response:

1. What is the percentage of commission you will pay City? Failure to state proposed commission percentage will result in rejection of proposal.

2. All rates must not exceed State or Federal limits. Provide proposed calling rates.

3. Explain in detail the method used to calculate revenue to the City (e.g., gross revenue, adjusted gross revenue, net revenue).

4. State applicable deductions from Gross Revenue before calculating the City's revenue (i.e., uncollectible calls, total calls, access lines charges, clearing house charges, RBOC, LIDB, etc.).

5. Method of reporting the calculation of the City's commission payment.
   a. Provide samples of proposed reports.
   b. Is there a charge for customized reports?
   c. If yes, provide amounts.

6. Describe collection procedures.

   a. The City will reserve the right to: audit collection procedures and commission computations and to terminate the contract if repeated inaccuracies in either procedures or computations are revealed.
   b. What types of reports are available to City to audit commission payments? Provide samples of reports.
   c. City requires detailed reports of placed, accepted, local and long distance calls.

7. Describe the procedure for handling uncollectible revenue. State whether this expense reduces City's commission and, if so, specify in what manner.

8. Describe the procedure for billing.

   a. Describe your billing process and who handles billing.
   b. Will there be any handling fees charged to the City?
   c. Are there any deductions from revenues?

9. Provide vendor calling rates for local, intraLATA, interLATA, and interstate calls. Vendor shall not assess any connect fees or surcharges on local calls.

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____ (name) _____ and I am the _____ (Title) _____ of _____ (Company Name) _____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant