

EXHIBIT 5

Macomb County, Michigan - RFP, Bid Table, and Contract

PRISON
POLICY INITIATIVE

**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**



**MACOMB COUNTY PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL**

BID ITEM NO. : 04-12

BID TITLE: INMATE TELEPHONE SYSTEM

PROPOSAL

The Macomb County Purchasing Department will be receiving sealed Proposals for the establishment of an Inmate Telephone System; with a three-year and/or five-year contract at no cost to Macomb County. The Contract will be with a Contractor(s) who will design, furnish, install, operate and perpetually maintain the Inmate Telephone System; which includes the inmate visitor telephones. Commission rates will be paid to Macomb County.

The facility is located at 43565 Elizabeth Road, Mount Clemens, Michigan 48043

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OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a vendor(s) to design, furnish, install, operate and perpetually maintain an Inmate Telephone System.

PROPOSAL

The Macomb County Purchasing Department will be receiving sealed Proposals for the establishment of an Inmate Telephone System; with a three-year and/or five-year contract at no cost to Macomb County. The Contract will be with a Contractor(s) who will design, furnish, install, operate and perpetually maintain the Inmate Telephone System; which includes the inmate visitor telephones. Commission rates will be paid to Macomb County.

The facility is located at 43565 Elizabeth Road, Mount Clemens, Michigan 48043

SUBMISSION PROCEDURES

Date Due: April 12, 2012 at 2:00 PM, (local time) at the Office of Macomb County Purchasing, 10 North Main Street, 13th Floor, Mt. Clemens, Michigan 48043.

Proposals will be publicly opened and read.

DELIVER DIRECTLY TO THE 13TH FLOOR PURCHASING DEPARTMENT BY DUE DATE & TIME. NO LATE PROPOSALS ACCEPTED.

Mail to: Macomb County Purchasing
Polly A. Helzer, Purchasing Manager
Macomb County Purchasing
10 N. Main Street – 13th Floor
Mt. Clemens, MI 48043

Return: One (1) original, (1) electronic, and four (4) copies of the Proposal.
Clearly mark on the envelope **SEALED BID ITEM – INMATE TELEPHONE SYSTEM.** Label all submission envelopes with the company name on the outside.

Macomb County vendors should be registered on the Michigan Inter-governmental Trade Network (MITN) website www.mitn.info. All Proposals must be submitted on the forms provided, properly executed and with all items filled out in ink or typed. Do not change or add words to the forms. Unauthorized conditions, limitations, or provisions on or attached to the forms may be cause for rejection of the Proposal. Any Bidder information that is altered by erasure or by inter-lineation prior to submittal must be initialed and explained by notation above the signature of the Bidder.

QUESTIONS

Due: March 30, 2012 at 2:00 PM (local time).
Submit to: Email: Janine.Sechrist@macombcountymi.gov
Fax: 586-469-6612

Questions regarding Proposal specifications may be directed in writing only, by email or fax. All questions or clarifications must be directed to the Purchasing Department. Any attempt to contact a County department, other than Purchasing, regarding current proposals may be grounds for disqualification as a vendor. Answers will be posted to MITN.

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PRE-BID MEETING –MANDATORY*

Date: March 27, 2012 at TBD* (local time)

Location: Macomb County Jail, 43565 Elizabeth Road, Mount Clemens, MI 48043

The purpose of this meeting is to tour the facility, review the Bid Documents, answer questions, discuss Contract specifications and ensure that all prospective Bidders understand the jobsite conditions. The pre-bid meeting is for informational purposes ONLY. Any answers furnished at this pre-bid meeting will not be official until verified in writing by Macomb County. Answers that change or substantially clarify the RFP will be affirmed in writing. It is mandatory that each interested Bidder attend this meeting. Please limit your firm's participation to no more than four representatives. ***IMPORTANT: The Bidder must contact Janine Sechrist at (586) 469-5256 or via email at Janine.Sechrist@macombcountymi.gov to reserve space at the Pre-Bid Meeting. Failure to provide attendance notification will result in the Bidder being unable to attend the Pre-Bid Meeting.**

MODIFICATIONS

Macomb County vendors should be registered on the Michigan Inter-governmental Trade Network (MITN) website www.mitn.info. Clarifications, modifications, or amendments may be made to this document at the discretion of the Macomb County Purchasing Department prior to the opening of the solicitations. Should any such changes be made, an addendum will be issued and posted on the MITN website. It is the responsibility of each Bidder to check the website and verify that he/she has received all Addenda prior to submitting a Proposal.

It is also the responsibility of each Bidder to verify that all Sub-Bidders and material suppliers whose prices are incorporated in the Bidder's Proposal are familiar with the Bidding Documents in their entirety, including all Addenda issued up to the time of the Proposal opening. (See also *ERRORS, OMISSIONS, AND/OR DISCREPANCIES, below.*)

All addenda issued to Bidders prior to date of receipt of Proposals shall become a part of these specifications, and all Proposals are to include the work therein described.

DEFINITIONS

- A. Bidding Documents include this Request for Proposal, (including drawings, specifications and all Addenda issued prior to execution of the Contract) and the proposed Contract Documents.
- B. Addenda are written or graphic instruments issued by Macomb County prior to the execution of the Contract that modify or interpret the Bidding Documents.
- C. Base Commission Rate is the percentage of commission Macomb County will receive on gross revenue; including all billable calls including bad debt calls and calls where Contractor does not have billing agreements with the CLECs or LECs. The Base Commission Rate does not include any sums which may be affected by supplemental options or value-added services.
- D. Bidder is a person or entity who submits a Proposal to Macomb County, and who meets the requirements set forth in the Bidding Documents.



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- E. Default is the failure of the Bidder to fulfill the obligations of the Contract, including but not limited to, failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified on the Contract; or failure to deliver specified quantities (repetitive shortages).
- F. Owner is the County of Macomb.
- G. Contractor is a person or business which provides goods or services to the County of Macomb under terms specified in a Contract.
- H. Gross Revenues is defined as the total revenue anticipated from all billable calls including bad debt calls and calls where Contractor does not have billing agreements with the CLECs or LECs, before operation costs are deducted.

BIDDING DOCUMENTS

All Bidding Documents are available on the Michigan Inter-governmental Trade Network (MITN) website www.mitn.info.

Bidders shall use complete sets of Bidding Documents in preparing Proposals. Macomb County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

EXAMINATION OF BIDDING DOCUMENTS AND SITE

Before submitting a Proposal, the Bidder shall carefully examine the drawings, read the specifications and all other Bidding Documents; and visit the site of the work. Each Bidder shall inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be performed. The Bidder shall fully inform himself/herself prior to bidding as to all existing conditions and limitations under which the work is to be performed. No allowance will be made to the Bidder because of lack of such examination or knowledge. The submission of a Proposal shall be construed as conclusive evidence that the Bidder has made such examination.

BIDDER'S QUALIFICATIONS

Bidders must be properly licensed under the state laws governing their respective trades. Bidders shall meet qualifications indicated in the Bidding Documents. Macomb County may make such investigations as necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to Macomb County all such information and data for this purpose as Macomb County may request. Macomb County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy Macomb County that such Bidder is not properly qualified to carry out the obligations of the Contract.

Bidder must be a bona fide provider of the products and services requested, using software that is currently installed and working at customer sites that may be inspected by representatives of Macomb County.

Submission of a Proposal shall serve as evidence that the Bidder has confirmed that the Bidder is properly qualified to perform the work and is capable of obtaining the required bonds and insurance.

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MATERIALS AND LABOR RESPONSIBILITIES

The successful Bidder will provide field instructions for Macomb County's operators, mechanics and/or supervisors. The successful Bidder shall be responsible to insure that all components delivered operate properly and with the intent and details of these specifications.

The successful Bidder will be required to (a) furnish all tools, equipment, supplies, supervision, local transportation and other accessories, services, and facilities necessary to complete the work; (b) furnish all materials, supplies, and equipment specified and required to be incorporated; (c) provide and perform all necessary labor; and (d) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this Request for Proposal and the resultant Contract.

STATUS OF BIDDERS

Proprietors submitting Proposals shall indicate their status as proprietors.

Bidders submitting Proposals for partnerships shall indicate their status as partners and shall submit, upon request of Macomb County within 24 hours following receipts of Proposals, a certified copy of the Power of Attorney authorizing the executor of the Proposal to bind the partnership.

Bidders submitting Proposals for corporations shall indicate their status as corporations and shall submit, upon request of Macomb County within 24 hours following receipt of Proposals, a certified copy of the Board of Directors' authorization for the Bidder to bind the corporation and shall affix the corporate seal on the Proposal.

Bidders shall provide, upon request of Macomb County, within 24 hours following receipt of Proposals, the following:

1. Names and addresses of proprietors, of all members of a partnership, or of the corporation's officers.
2. Name of county or state where the partnership is registered or where the corporation is incorporated. Corporations must be licensed to do business in the project state at the time of executing the Contract.

ERRORS, OMISSIONS, AND/OR DISCREPANCIES

Bidder shall not be allowed to take advantage of errors, omissions, and/or discrepancies found in the Bidding Documents. In the event a conflict or omission is discovered in the Bidding Documents after the issuing of the last addendum such that an interpretation cannot be issued by the Owner prior to Proposal submission, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented work so as to provide all materials, equipment, labor, and services necessary for the completion of the work.

TERMINATION

Macomb County reserves the right to terminate any award to the Bidder without any liability, upon 30 days notice from Macomb County.

DEFAULT (refer to Section: Definitions, Item E)

If continued abuse of any/or all of the default conditions persist, Macomb County will notify the Contractor in writing. The Contractor will be given thirty (30) days to correct this default condition.



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Failure to correct within the specified period will result in Macomb County canceling the contract and securing the articles or services from other sources. The Contractor will be responsible for any excess costs occasioned thereby.

RIGHT TO REJECT

Macomb County reserves the right to reject any or all Proposals in whole or in part and to waive any informalities therein, or accept any Proposal it may deem in the best interest of Macomb County.

Note: Past experience and performance may be a factor in making an award.

MODIFICATION AND WITHDRAWAL OF PROPOSALS

A Proposal may be withdrawn on personal requests received from Bidder prior to submission time. A Proposal being withdrawn may be re-submitted up to submission time. Negligence or error on the part of the Bidder in preparing his/her Proposal confers no right for withdrawal of the Proposal after it has been opened.

SUBSTITUTION OF MATERIALS AND EQUIPMENT

Whenever a material, article or piece of equipment is identified in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided that the material, article, or piece of equipment so proposed is, in the opinion of Macomb County, of equal substance appearance and function.

If the product is acceptable, Macomb County will approve it in an Addendum issued and posted on the MITN website. The product shall not be purchased or installed by the Contractor without Macomb County's written approval.

Voluntary alternates or qualifications contrary to the Contract requirements made by the Bidder in or accompanying the Proposal as a condition for the acceptance of the Contract will not be considered in the award of the Contract and will cause the rejection of the entire Proposal.

CONTRACTS WITH SUB-CONTRACTORS

All Contracts made by the Bidder with Sub-Contractors shall be covered by the terms and conditions of the Contract. The Bidder shall inform all Sub-Contractors of these terms and conditions.

Macomb County reserves the right to require of Bidders tentatively selected for consideration in the awarding of the Contract, a list of the Sub-Contractors whom the Bidder intends to employ.

Macomb County reserves the right to disapprove the use of any proposed Sub-Contractor, and in such event, the Bidder submitting such Sub-Contractor shall submit another such Sub-Contractor in like manner within the time specified by Macomb County. Macomb County reserves the right to reject any Proposal if such information is not submitted as above indicated.

OFFER PERIOD

Proposals will remain firm for a period of 90 days after official opening of Proposals. No Bidder may withdraw a Proposal within 90 days following the opening of the Proposals.



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SALES AND EXCISE TAXES

The County of Macomb, being a governmental unit, is exempt from sales and federal excise taxes. Our tax I.D. number is 38-6004868.

PERMITS

It shall be the Contractor's responsibility to apply for, obtain and pay for all permits required by the State or Municipality covering the project, within 30 days of a fully executed Contract.

INDEMNIFICATION

Macomb County will not be responsible for injury to Contractor's employees, Sub-Contractors, or to third parties caused by the Contractor's agents, servants or employees. Therefore, the Contractor agrees to incorporate the below hold harmless agreement into the required insurance and to be evidenced by being contained in the Certificate of Insurance. Further, the below listed indemnification is incorporated and is part of the subject Contract.

The Contractor agrees to protect, defend, indemnify and hold the County of Macomb and its commissioners, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provision concerning indemnification shall not be construed to identify the County for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County, its commissioners, officers, employees or agents.

PAYMENT BOND

Within seven (7) days after the effective date of Contract approval, the Contractor will be required to furnish a satisfactory Payment Bond in an amount not less than one hundred percent (100%) of the projected revenues to be received by Macomb County for an average ninety (90) day period under the Contract as surety for payment of all labor and materials to be used on the project, and revenues. This Payment Bond will be maintained during the term of the Contract.

All bonds and policies or certificates of insurance must meet with Macomb County's approval before the Contractor will be allowed to commence work.

The Payment Bond must be from a surety company licensed to do business in the State of Michigan, and will be in Compliance with all the requirements of MCL 129.201 et seq.

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INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE

Shall be written on an occurrence basis with limits of Liability of not less than \$1,000,000 as combined single limit for each occurrence of bodily injury and personal injury with an annual aggregate of not less than \$2,000,000. The policy shall include:

- a. Contractual Liability
- b. Products and Completed Operations
- c. Independent Contractors Coverage
- d. Broad Form General Liability Extensions or equivalent

WORKERS' COMPENSATION

Workers' Compensation Insurance meeting Michigan statutory requirements. Employer's Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 bodily injury by disease policy limit, \$500,000 bodily injury by disease each employee.

AUTOMOBILE LIABILITY INSURANCE

Motor Vehicle Liability Insurance including Michigan NO-FAULT Coverage for all vehicles, owned and non-owned, leased and hired used in the performance of this contract with limits of \$1,000,000 (one million dollars) as the combined single limit for each occurrence for bodily injury and property damage.

LIVING WAGE POLICY

The County shall not enter into any Contract for services with any Contractor who does not demonstrate that it pays its work force a Living Wage. The Contractor shall be required to maintain this rate of pay for the duration of the Contract period.

Living Wage shall mean an hourly wage rate, which on an annual basis (based on forty hours per week, fifty weeks per year) is equivalent to either of the following:

- (a) one hundred and twenty five percent (125%) of the Federal Poverty Level; or
- (b) one hundred percent (100%) of the Federal Poverty Level, if Health Care Benefits are provided to the Employee.

Contractors shall maintain a listing of the name, address, date of hire, occupation, classification, rate of pay and benefits paid for each of their Employees covered by this policy and shall submit a copy of the list to the Auditor by June 30, and December 31 of each year covered by the Contract. Employers shall maintain payroll records for all Employees and shall preserve them for a period of at least four (4) years. Employers shall permit access to job sites and relevant payroll records for authorized County representatives for the purpose of monitoring compliance with this policy, investigating Employee complaints of non-compliance and evaluating the operation and effects of this policy.

An Employer who fails to submit documents, declarations or information required to demonstrate compliance with this policy shall be deemed non-compliant or non-responsive and shall have the Contract payments denied or suspended until compliance is demonstrated.

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SELECTION CRITERIA

Macomb County will use the following criteria to evaluate the RFP responses. This is not a comprehensive list, nor does the arrangement imply order of importance.

- ! Compliance with RFP Instructions
- ! Work Plan and Timeline
- ! Commission Payment
- ! System Functionality, Application, Reliability, Features and Reports
- ! System Configuration, Equipment, Quality, Technology, Implementation Process and Schedule
- ! Billing Procedures and Contractor Calling Rates
- ! Full-Service Installation and Maintenance, Training, Support/Customer Support
- ! Contractor's Experience, Technical Ability, Reputation, Financial Position and References

Standardized evaluation criteria will be used to score the RFP responses.

AWARD OF CONTRACT

Macomb County reserves the right to award the Contract to other than the highest commission rate Proposal response; and to accept any Proposal response which best serves Macomb County's interest.

Macomb County reserves the right to accept any and all Proposals, and to negotiate Contract terms with the various Bidders when such is deemed by Macomb County to be in Macomb County's best interest.

Macomb County reserves the right to split or abstract any or all Proposals and award multiple Contracts from the same solicitation when, in its judgment, it best serves Macomb County.

Macomb County reserves the right to selectively choose items that the Bidders propose. Macomb County intends to make use of the existing hardware insofar as these units meet the proposed specifications of the Contractor. During the process of negotiations, Macomb County reserves the right to exercise this privilege in determining the final amount and type of hardware, software, and services intended.

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SPECIFICATIONS

SECTION 1: INTRODUCTION

The Macomb County Purchasing Department, in conjunction with Macomb County's Sheriff's Office, is issuing this Request for Proposal (RFP) to obtain sealed Proposal responses for the Inmate Telephone System.

The objective of this RFP is to provide sufficient information to enable qualified respondents to submit written Proposals. This RFP is not a contractual offer or commitment. Respondents must be a bona fide provider of the products and services requested, using software that is currently installed and working at customer sites that may be inspected by representatives of Macomb County.

SECTION 2: BACKGROUND INFORMATION

The following background information has been provided in support of the Macomb County Inmate Telephone System RFP. Additional information can be found on Macomb County's website at www.macombcountymi.gov

2.1 Macomb County Overview

Macomb County encompasses 482 square miles, and ranks third in population in the state, with a 2010 census total of 840,978 persons. The County is recognized as a leader in business and industry, and is designated as a "Community of Economic Excellence" by the State of Michigan. Macomb is just one of three Michigan counties and one of thirty-one in the nation with a AAA bond rating.

2.2 Selection Committee Overview

A Selection Committee has been assembled to guide the selection of the Inmate Telephone System Contractor(s). The Selection Committee will be responsible for the evaluation of RFP responses and the selection of a qualified Inmate Telephone System Contractor(s).

2.3 Inmate Telephone System Overview

Sealed Proposals will be received by the Macomb County Purchasing Division for the establishment of a three-year and/or five-year contract at no cost to Macomb County. The Contract will be with a Contractor(s) who will design, furnish, install, operate and perpetually maintain the Inmate Telephone System; which includes the inmate visitor telephones. All labor, materials, and incidentals provided for the installation of services will be implemented by the Contractor to the satisfaction of Macomb County. Commission rates will be paid to Macomb County based on the Commission Module described below.

Commission Module

Percentage of commission Macomb County would receive on gross revenue includes all billable calls including bad debt calls and calls where Contractor does not have billing agreements with the CLECs or LECs. Blocking of any calls shall occur solely for public safety reasons and then only as specifically requested by either the Macomb County Sheriff's Office or by individuals who have requested to have their personal telephone blocked from receiving calls from inmates in Macomb County Jail. The Contractor, however, may block calls to individual telephone numbers where called party has previously accepted collection calls from Macomb County Jail, but subsequently failed or refused to provide billing information and/or pay for calls after the Contractor or its in-house or third-party biller have attempted to collect payment. Percentage of commission quoted by the Bidder shall be paid to Macomb County and remain constant throughout the term of the Contract.

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SECTION 3: SYSTEM REQUIREMENTS AND INSTRUCTIONS

3.1 Inmate Telephone System Requirements

The Macomb County Jail houses an average daily population of approximately 1,200 inmates. It is the basic intent of these specifications to install fully automated, durable, tamper-proof, user-friendly inmate telephones that will:

- A. Prevent inmate harassment calls to Macomb County officials, correctional employees, witnesses and victims, and the public at large.
- B. Prevent the billing of fraudulent outbound calls.
- C. Detect criminal activities through investigative reports queried and/or system functionality by **On-Site Systems Administrator** and/or Sheriff's Office personnel on Contractor provided administrative computer workstations.
- D. Allow inmates the opportunity to place calls to friends, family, etc., at reasonable calling rates.
- E. Provide a user-friendly Inmate Telephone System that is easy for the inmates and Sheriff's Office administrative staff to operate.
- F. Provide user-friendly instructions for inmate relatives and friends to setup an account to receive collect calls. A toll-free telephone number, internet access to the Contractor's Customer Support Department for billing inquiries made by the public and detailed instructions must be made available via the Sheriff's Office website. Current, updated hard copy instruction documents must also be available at the inmate sites and by demand.
- G. Provide an **On-Site Systems Administrator** 40 hours per week to troubleshoot system failures, complaints and assist in investigative inquiries.
- H. Provide and install all associated ancillary equipment and service requirements associated with items 3.2A – 3.2AF, below.

3.2 Inmate Telephone System Service Requirements

It is the intent of this RFP to select a Contractor(s) to design, furnish, install, operate, support and maintain the following equipment and services for Macomb County Jail inmates at no cost to Macomb County for a three-year and/or five-year period from the date of the Contract signing.

The current inmate telephone system encompasses approximately:

- ! 148 Inmate Telephones
- ! 144 Visitation Telephones
- ! 1TTY For The Deaf
- ! 2 Administrative Computer Workstations

Note: Actual telephone quantities may vary slightly from the writing of this RFP to awarding the Contract and/or installation of the Inmate Telephone System equipment.



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- A. The two (2) Administrative Computer Workstations will capture recorded call activity as indicated above. Training shall be at the Contractor's expense and include security level features with password protection.
- B. Local, intra-LATA, inter-LATA, international, intrastate, and interstate telephone services associated with all telephones.
- C. Toll-free calls to:
 - ! (888) 604-7888 through speed-dial access to Government Payment Services to pay for bonds, fines and/or costs via credit card.
 - ! (800) 773-2587 Southeast Michigan Crime Stoppers.
 - ! Homeland Security ICE assistance telephone numbers (Attachment A).
- D. Collect-calls will include a pre-recorded announcement that the called party has a collect-call from <inmate's name> from the Macomb County Jail; which will be recorded and may be monitored. The pre-recorded announcement will also advise the called party of their option to accept or reject the call. The called party will be notified of costs associated with accepting the call (surcharge, connection charge, cost for first minute, cost for subsequent minutes, and any regulatory fees). Additional recordings will be made available as requested and approved by Macomb County.
- E. Voice overlay with identify messaging that will be continuously active throughout the duration of the call.
- F. Blocked calls to answering machines and automated attendants.
- G. Detection and notification alerts for 3-way calls.
- H. Provide pre-paid calling plans for inmates.
- I. Provide a method to purchase calling cards from Commissary.
- J. Ability to copy specific recorded conversations(s) with call details to storage media, i.e. compact discs, flash drives, etc. for court hearing purposes.
- K. Investigative reporting provided to authorized Sheriff's Office staff of recorded conversations and/or call detail information and statistical data as requested.
- L. Called party ability to block future inbound calls by pushing a button or other feature on telephone. Administrative computer workstations shall also have ability to block calls from a specific caller.
- M. Call restriction of each inmate call to 15 minutes (30 minutes for TTY users) and provide call termination notification one minute prior to ending the call.
- N. Ability to shut-off and turn-on telephones individually, by groups, and/or globally through the software and manual use of on-off toggle switches.



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- O. Software releases as required to keep the software version current, resolve identified software defects, or accommodate future growth during the term of the Contract at the Contractor's expense. The software and all standard updates that do not introduce new features or functionality shall be provided to Macomb County free-of-charge. Macomb County shall review and approve all software upgrades prior to installation.
- P. Adequate hard drive storage will be made available to transfer three years of current call detail records and voice recordings from Macomb County's current Contractor Inmate Telephone System. This will be done at installation time, with no charge to Macomb County. The files are currently compressed by a Securus proprietary software service called ewavconver. A normal 15 minutes call is approximately 8mb and 1.2 mb after compression.
- Q. New recording voice conversations, including visitation telephones and call detail records shall be stored on-line using Raid 5 Disk Arrays or approved comparable technology for a minimum of three-year rolling segments. On-site full hard drive redundancy, AIT tape or equivalent, supplied to Macomb County, stored off-site in a secure location for the term of the Contract is required.
- R. All call detail and voice recordings will be owned by Macomb County and must be easily accessible and supplied upon request. At the end of the Contract, the call detail and voice recordings shall remain the property of Macomb County.
- S. In the future, Macomb County reserves the right when changing Inmate Telephone System Contractors, that the Contractor work in cooperation with a newly selected Contractor to provide all call detail and voice data recording histories (CDR) at no charge to Macomb County. Note: The selected Contractor will not be required to convert files into a new format to accommodate a new Contractor, unless Macomb County or the new Contractor is willing to pay for such an effort.
- T. Daily full system backups of the Inmate Telephone System including the application, call detail, voice data and recordings. In the event of data corruption occurring or loss of data, the Contractor shall recover lost data using a backup copy of the Inmate Telephone System data. Backups must be stored off-site in a secure location. Macomb County will have the option to perform a test restore to validate and test call detail and voice data recording backup retrieval.
- U. A complete Disaster Recovery plan and schedule (time table) to completely recover the Inmate Telephone System in the event of an emergency. Macomb County reserves the right to schedule a Disaster Recovery test at the Contractor's expense.
- V. An uninterruptible power supply must be provided by the Contractor with at least ten (10) minutes of backup power in the facility's communication room in the event of a power failure.
- W. Three years of searchable voice data recordings must be available online.
- X. Real Time monitoring of the Inmate Telephone System and ability to forward monitoring by Sheriff's Office staff to a remote location.
- Y. Sheriff's Office staff to tag a call and eliminate a collect-call charge at their discretion.

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- Z. Inmate Telephone System and carrier lines shall be fully tested and working on-site prior to selected Contractor cutover. Removal of the current Contractor's Inmate Telephone System and carrier services shall be coordinated and converted with the installation of the selected Contractor's Inmate Telephone System so as to provide a seamless cutover. The selected Contractor will conduct reviews, tests and inspections after installation has been completed to ensure that all installation requirements have been met. All work will be done in accordance with the manufacturer's specifications. The selected Contractor will notify Macomb County when contractual installation work has been fully completed, is in compliance with these specifications, and is ready for inspection and acceptance.










- AA. A fully manned, trained implementation team will be provided for the cutover. Macomb County reserves the right to interview and approve implementation resources. If determined feasible, the actual installation and production cutover may take place after 5:00 PM on a weekday or during the weekend at no cost to Macomb County.

- AB. A certified and trained **On-Site Systems Administrator** during the hours of 8:00 AM – 4:00 PM, Monday thru Friday, to repair, maintain, and perform administrative functions for the Inmate Telephone System is required. A trained on-site substitute repair technician shall be provided to Macomb County to cover any absences of the assigned **On-Site Systems Administrator** beyond five (5) working days. Should Macomb County request service on the Inmate Telephone System when the **On-Site Systems Administrator** is not on-site, a technician will be sent to Macomb County within three (3) hours after receipt of the call requesting service. There shall be on-call coverage 24/7, 365 days per year.

- AC. Critical components kits will be required on-site in the event of a major failure. The kits shall be replenished as items are depleted at the Contractor's expense. Spare telephones and equipment parts shall also be kept in stock for new Macomb County facility installations and/or replacements at the Contractor's expense.

- AD. Call activity reflecting actual call detail and volume, telecommunication rates billed per rate filings, and "gross revenue" reports by telephone number and location to audit commission payments will be required.

Reporting will include, but not be limited to, the following items:

-  Time period for the report
-  Run date and time
-  Telephone number
-  Location
-  Total calls
-  Total minutes
-  Total gross revenue
-  Commission percentage
-  Commission paid

Summary reports should include the number of minutes of usage of local, international, intra-LATA, inter-LATA, intrastate, and interstate calls. The Contractor will be required to submit the reports in both a hard copy and electronic Excel Worksheet format.



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AE. The Contractor will maintain accurate books and records in connection with the services provided under Contract for 36 months after the end of the Contract.

AF. The Contractor should provide a method to bill VoIP service providers.

3.3 Inmate Telephone System Specific Work Requirements

In all cases and at all times, the Contractor will be responsible for the actions or omissions of all Sub-Contractors working for the primary Contractor. It is understood that whenever reference to the Contractor is made in these documents, the reference includes all Sub-Contractors as well.

3.3.1 Cabling/Conduit/Electrical Power

Existing County-owned outside plant, house and station cabling and conduit will remain in place for the selected Contractor's use. The Contractor will provide cabling, conduit, and a connection block at each site's D-marc (point of presence or penetration) at the Contractor's expense for all new installations.

Costs associated with the reuse of existing or the installation of new outside plant, house, and station cable, conduit, electrical power, cabling maintenance and repairs and labor costs from the D-marc to station cable locations at each of Macomb County's sites will be at the Contractor's expense. Channel banks and associated equipment and connectivity shall be the responsibility of the Contractor.

3.3.2 Telephone Labels

All users' instructions shall be accessed through the telephone.

3.3.3 Patching And Repairs

- A. Equipment, material, and debris are to be transported by the Contractor so as not to cause damage to floors, walls, or ceilings, or other existing equipment.
- B. The Contractor will fully reimburse Macomb County for all damage caused by the Contractor to Macomb County's property or premises. This applies also to the personal property of County staff, the public, or inmates.
- C. All patching and repairs done by the Contractor in the course of the work will match the existing construction, and the Contractor will be responsible for a complete job, acceptable to Macomb County Representatives.

3.3.4 Security Conditions

- A. The Contractor's staff and all staff of Sub-Contractors are subject to a security check and clearance by the Macomb County Sheriff's Office before working in any Macomb County building. All such installation and service staff will supply pertinent employee information for security purposes as required. The information will include, but not be limited to the following:
 - ! Full name
 - ! Date of birth
 - ! Residential address, including city and zip code
 - ! Social Security Number
 - ! Driver's License Number
 - ! States resided in
 - ! Signature



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All employees of the Contractor and Sub-Contractors will fill out a security clearance application and return the completed form to Macomb County Sheriff's Office Representative at least ten (10) days before the start of work. All security clearances are granted at the discretion of the Sheriff's Office.

- B. The Contractor will be allowed to work within Macomb County facilities as determined by Sheriff's Office staff.
- C. All employees of the Contractor may be subject to an individual pat/frisk search each time they enter a facility. Packages or containers of any kind may be opened for inspection. Areas under construction may be inspected and searched at any time. Lunch boxes are not permitted inside the security perimeter. All employees of the selected Contractor will be required to display Contractor provided picture I.D. badges at all times while working in County facilities.
- D. All trucks and mobile equipment may be subject to inspection both on arrival and upon departure from the facility.
- E. Absolutely no fraternization between inmates and Contractor's employees will be tolerated. Any attempts at fraternization by inmates are to be reported immediately to facility staff. No requests for visits with inmates will be granted to any Contractor's employee except where such visiting originated prior to the award of the Contract.
- F. The Contractor will follow all rules pertaining to foot and vehicle traffic as established by the facility. The Contractor will observe all off-limit and restricted areas.
- G. All heavy power tools and machinery such as air hammers, acetylene tanks, etc., must be removed from the inside of the security perimeter by 5:00 PM each day. No tools, small pipes, copper or wire will remain on the site unless acceptably locked inside storage closets or rooms.

3.3.5 Contractor's Measurements

- A. Before ordering material or doing any work, the Contractor will verify all appropriate dimensions at each site which may affect the work. Verification of all site conditions is the Contractor's responsibility.
- B. The Contractor assumes full responsibility for the accuracy of all figures and calculations. No allowance or compensation will be considered and no reduction in commission rates will be allowed. The Contractor will not be compensated for equipment placement installed in error.

3.3.6 Manufacturer's Directions

All manufacturer's directions will be followed by the Contractor during the course of installation. Manufacturer's articles, materials, and equipment will be installed, connected, erected, used, cleaned, and conditioned per the manufacturer's written directions.

3.3.7 Warranty

The Contractor will warranty all equipment, workmanship, and labor for the duration of the Contract. The Contractor agrees to make necessary repairs or replace any equipment or material with an approved equal or better quality item acceptable to Macomb County's Contract Representative.



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The Contractor agrees to correct any workmanship resulting in unsatisfactory system operation due to inherent defects, improper programming, subsequent failures, improper maintenance, or imprudent selection of equipment to serve the intended function. All will be done without impact on the commission rate paid to Macomb County and at no cost to Macomb County.

3.4 Installation

- A. Fabricate and install all items plumb, true, straight, square, level, and in proper elevation, plane, location, and alignment with adjacent materials. Securely attach all accessories. Furnish all supports necessary for proper installation of equipment.
- B. Design all work for adjustment to field connections, fitted with proper joints and intersections, adequately anchored in place so that work will not be exposed or distorted. Secure products in place with positive tamper-proof anchoring devices designed and sized to withstand stresses, vibration, physical distortion, disfigurement, damage or malicious destruction. All equipment destroyed will be replaced at the Contractor's expense.
- C. Connect and properly adjust all operating devices and equipment to operate smoothly and perfectly.
- D. Upon completion, or when directed, conduct careful inspection and correct defective work. Perform necessary adjustments or calibrations as required to leave the complete installation in operating condition.
- E. All Contractor's installation and service staff will be factory-trained and certified to work on the equipment models proposed. The Contractor must be an authorized distributor of the equipment manufacturers.
- F. The Contractor will perform a complete system check-out, including all interfaces to the local central office, immediately prior to and following the cutover. This will include verification of all carrier-provided line and/or trunk circuits.

3.4.1 Work Schedule

The Contractor, in cooperation with Macomb County Contract Representative, will develop a schedule for all work in advance of the Contract award. Once the schedule has been established and agreed to by Macomb County and the Contractor, it will become of part of the Contract. Adherence to the schedule will be one of the performance parameters for Contract continuation. Failure on the part of the Contractor to meet scheduled installation dates will be cause for termination of the Contract.

System installation will be coordinated by the Contract Representative with Macomb County Sheriff's Office staff and Macomb County's current Inmate Telephone System Contractor. The work will be performed in such a way as to minimize disruption of service at the facility during the cutover.

The Contractor is responsible to commence, cease, or resume work at Macomb County's direction. Macomb County is not responsible for giving early notice of the rejection of faulty work and will not in any way superintend so as to relieve the Contractor of the responsibility or consequence of neglect or carelessness by any employee of the contracting firm.



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All materials and labor will be furnished at times best suited for the Contractor and Sub-Contractors concerned so that the combined work of all will be properly and fully completed and all systems fully operational on the date fixed by the Contract.

3.4.2 Installation Prohibitions

Installation of jacks and mounting cords causing obstructions to walkways and the use of wall, floor, and wire moldings, etc., are prohibited. Under no circumstances will opening for telephone jacks be larger than the actual size of the jack being provided.

3.5 Changes In The Work

Without invalidating the Contract, extra work or changes may be ordered by Macomb County, and at *no cost* to Macomb County for altering, adding to, or deducting from the work. Contract quantities will be adjusted accordingly. No extra work or changes will be allowed unless authorized by Macomb County Contract Representative.

3.6 Additional Work Requests

All requests for telephone installations and removals during the contract period will come only from and be authorized only by Macomb County Contract Representative. All work authorized will be done by the Contractor without regard to potential future revenues or loss of revenues.

3.7 Equipment Changes

A. The Contractor will provide and maintain a current listing of all inmate and visitor telephones which will include, but will not be limited to, the following information:

- ! Departmental name.
- ! Floor and room number.
- ! Description of location within a room by model name and number.

The Contractor will provide Macomb County with one updated copy of this listing as equipment adds, moves, changes, and deletions occur.

B. The Contractor will supply additional inmate telephones needed to ensure that the ratio of inmates to the number of inmate telephones in the facility remains approximately the same as those ratios in the facility as of the effective Contract date.

C. Any additional hard drives shall be furnished at the Contractor's expense to accommodate the anticipation of existing and future growth in call storage and voice records for both inmate and visitation telephones for a three year period.

D. Requests for telephone removals during the Contract period will be subject to agreement by the Contractor, which shall not be unreasonably withheld. Telephone removal will be performed without commission penalty to Macomb County and at the Contractor's expense.

3.8 Inmate Operational Concerns

The fluid nature and rapid turnaround of inmates coming in and out of the local system, including approximately 50 percent of the inmate population being in a pre-trial status at any one time. Any potential solution to exempt the telephones in intake areas from being blocked is by no means an acceptable alternative for the Sheriff's Office.



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Because an inmate is moved out of the Intake area does not mean that their bond situation may not be reviewed by the Court and changed; and that the inmate has the ability to post bond anytime during their pre-trial stay, not just when housed in the Intake area.

Other inmate operational concerns include: unimpeded access to attorneys and Courts, inmate management issues caused by lack of ability to contact family/friends, staff resources to handle the complaints coming from the community regarding call blocking issues as well as grievances filed by the inmates, potential litigation resulting from the inmates right to access Courts/counsel, coordinated release plans for inmates, and the overall impact these issues can have on overcrowding by increasing the length of stay for inmates, and potentially contributing to declaring an inmate overcrowding emergency.

3.9 Loss of Revenue

The Contractor assumes full responsibility for all losses of revenue. This includes, but is not limited to: changes in primary intra or inter-exchange carriers, billing of fraudulent calls, equipment programming errors, equipment malfunctions, and inability to collect gross billable revenues, inability to collect un-billable revenues to LECs or CLECs where the Contractor does not have billing arrangements in place, and inability to collect bad debt revenues.

SECTION 4: MAINTENANCE AND REPAIR PROCEDURES

4.1 Repair Authorization And Contractor Accessibility

The Contractor will not accept repair calls from anyone other than the **On-Site Systems Administrator** or Sheriff's Office Command staff.

The Contractor must be accessible for verbal notification of maintenance service requests 24 hours/day, 365 days/year.

4.2 Service Response Time

Service response time is defined as the time from verbal notification by Macomb County to the time of the Contractor's arrival at Macomb County Jail.

Critical Areas

- ! Booking
- ! All Pre-Classification Housing Areas

All repair problems affecting *Critical Areas* must be resolved with three (3) hours after repair notification is received from Macomb County.

Non-Critical Areas

(inclusive of all areas except those defined as critical above)

A major outage shall be defined as the inoperability of 40% or greater of the inmate telephones.

- ! Response time for *Non-Critical Areas* will not exceed four (4) hours for major outages.
- ! Response time for *Non-Critical Areas* will not exceed eight (8) hours for minor outages.
- ! Resolution of all outages must be completed with twelve (12) hours of initial contact.

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4.3 Incident

The Contractor must be assigned an Incident Number by Macomb County as part of the verbal notification. The incident will contain the following information:

- ! Incident Number
- ! Date and time the verbal notification was given
- ! Building and room location of the repair
- ! Nature of the repair problem
- ! Specific telephone number requiring repair
- ! Name and telephone number of person from inmate facility who called in the repair
- ! Date and time repair handed off to repair technician, or Date and time repair handed off to Contractor's trouble desk

4.4 Escalation Policy And Contacts

Macomb County's account will be monitored by the Contractor. In addition, the Contractor will provide Macomb County with a *Contractor Escalation List* which details and tracks service issues, and which will be regularly updated by the Contractor.

4.5 Other Conditions Of Repair Response

At any time, Macomb County reserves the option of requesting prorated commissions for the number of days the specific telephone being repaired resulted in a loss of commissions to Macomb County.

Lost commissions will be determined by call detail reports and/or the details of Macomb County's Incident Number. Prorated commissions will be paid to Macomb County based on the average daily commission paid to Macomb County for the last full month the affected telephone and/or line was in full service, multiplied by the number of days the malfunction existed.

Note: Any fraction of a day will be counted as a full day without service when prorating commissions payable to Macomb County. Commissions on malfunctions will be paid with 30 days of the request for such payment from Macomb County.

If the malfunction condition has not been corrected within ten (10) working days from the date of verbal notification, Macomb County reserves the right to cancel the Contract.

SECTION 5: ADDITIONAL PROPOSAL SUBMISSION REQUIREMENTS

5.1 Equipment And Configuration

- A. Provide specifications of the proposed equipment, hardware and software, explaining the equipment capacities and line configurations by types, locations and quantities (quantities equipped for and wired for by location).

Refer to Appendix C Telephone, Hardware, Software, and Peripheral Requirements Table.

- B. Describe if the system is set based, PC-based, or central-office network based.



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- C. Describe the routing and switching of calls from the telephone as follows:
 - ! Through the local exchange carrier
 - ! Privately-owned carrier facilities
 - ! How calls are processed to a billing agent

- D. Identify all local, intra-LATA, inter-LATA, international, intrastate, and interstate exchange carriers being used.

- E. Include a typical wiring diagram from the telephone to the building's main distribution frame.

- F. Describe your diagnostic software for continuously monitoring the hardware, software and system performance:
 - ! Describe system alarms and diagnostic procedures.
 - ! Are diagnostics performed on-site as well as remotely?
 - ! How frequently is each server automatically polled?

- G. Describe in detail system redundancy and disaster recovery backup procedures for application, call and voice data, lines, rerouting call capabilities, and critical hardware/software components during total or partial system failures. Include time estimates for recovery.

- H. Describe in detail how the Inmate Telephone System will be protected against power failures.

- I. Describe how the system provides quality, security, reliability, and accurate billing assurances.
 - ! Describe installation method used to prevent vandalism to telephones.
 - ! Describe system growth parameters including size, quantities, or traffic carrying capacity limitations.
 - ! Include any distance limitations between the telephone and controller.
 - ! Include the maximum number of telephone numbers that can be blocked; and how blocked numbers are added or deleted.

- J. Describe any tasks that will be performed by Macomb County staff.

- K. Provide a list of prompts and scripts available with your system. Do you provide the cost (surcharge, connection charge, cost/minute, and regulator fees) of a call in your scripts to the person being called for local, international, intra-LATA, inter-LATA, intrastate, and interstate calls?

- L. Describe the various investigative reports that are available.

- M. Describe your company's system's pattern dialing detection to prevent inmates from dialing more digits than necessary.

- N. Provide your company's system equipment specifications.



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- O. Does your company use voice compression for voice recording?
- P. Describe calling functionality:
 - ! Can your company detect 3-way calls, call-forward calls, and identify all subsequent telephone numbers? If not, can calls be blocked?
 - ! Can your company detect all telephone numbers being called?
 - ! Describe how and at what point during the call you identify a 3-way call?
 - ! Describe how a called party can block future calls.
- Q. Describe how a word or group of words can be searched on the voice recording hard drives (e.g. phonetically or digitally or both). What is the percentage of accuracy?
- R. Describe in detail how your company sets up first time, pre-paid accounts.
- S. Describe in detail your company's pre-paid calling card process.
- T. List all LECs and CLECs within area codes 248, 947, 586, 810, 313, and 734 with whom the Bidder has billing agreements.

5.2 Implementation

Fully describe the implementation services that will be provided. Indicate if the manufacturer's engineering technical support staff will be on-site to supervise the installations.

Provide a tentative estimate of the length of time that will be required to complete installations by furnishing an Implementation Services Response Plan including the estimate, approximate timeline and schedule.

All implementation services, tasks, timelines, and schedules must be reviewed and approved by Macomb County's Contract Representative prior to the start of work. The Contractor's implementation plan, timeline, and installation schedule will become part of the final Contract.

5.3 Specifications, Literature, Manuals

Provide manufacturer's specifications with brand name, model number proposed, and literature describing the system functions and features; include operational manuals and station-user instructions.

5.4 Environmental Requirements

Define any pre-installation site preparation to be furnished by Macomb County, including ventilation, air conditioning, electrical, etc., or any other space or environmental requirements. Include any storage space requirements for spare repair parts.

5.5 Maintenance

- ! How will Macomb County contact the **On-Site Systems Administrator**?
- ! Describe in detail the preventative maintenance program.
- ! Indicate the geographical maintenance area and the number of field technicians trained on the Inmate Telephone System.
- ! Indicate if field technicians will have 24 hours/day, 365 days/year access to Inmate Telephone System Equipment and Materials Warehouse.
- ! Indicate where the Materials Warehouse is located.



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5.6 Reports

Include examples of standard Inmate Telephone System reports, i.e. gross revenue, call detail, operational, customized management, and fraud detection reports.

Describe the process for customizing reports and for requesting specialized reporting.

Include copies of PC screens if the Inmate Telephone System is a PC based system. Indicate the frequency (weekly, monthly, etc.) and method used (on-line, remotely, etc.) to generate these reports.

5.7 Billing And Collection Arrangement

Describe billing and collection arrangements. Who will be assuming the responsibility for collections, i.e. local exchange company, billing agents, etc.?

5.8 Inclusion Of Costs Statement

Your response to this Inmate Telephone System RFP should include a Costs Statement which details and describes all costs associated with Contractor-provided, Sub-Contractor-provided Inmate Telephone System. This includes, but is not limited to, all recurring and non-recurring operating costs and services, including system conversion costs imposed by other Contractors of service and all other expenses incurred by the Contractor during the period of the Contract.

Your Proposal should also include any hardware and software costs associated with furnishing, installation, and placement of equipment. This should include perpetual operation and maintenance costs, replacement and repair costs, and all associated ancillary equipment costs.

All shipping costs to the Macomb County facility; Federal, State, and local taxes; regulatory fees, insurance, legal expenses, permits, customer training, system manuals; software upgrades, software license and maintenance agreements; travel expenses, overtime costs, Contractor meetings, system reports, including all other incidentals and related service costs, should be included in the response. If you are the selected Contractor, any costs associated with the Contract for the duration of the Contract period will be assumed by your company.

5.9 Billing Cycle And Commission Payments

The Contractor will indicate the day of the month in which the monthly billing cycle would begin. Also indicate the number of days following the last day of the monthly billing cycle before Macomb County can expect to receive commission payments. The monthly billing cycle will be considered a period of thirty (30) days when prorating partial monthly commission payments.

5.10 Quality Assurance

The RFP will detail specific quality assurance procedures that will be used by the Contractor to ensure that high-quality staff are offered to Macomb County for work on this project.

In addition, the Proposal response will detail standard project management, change management, and scope management that are ensured through the Contractor.

5.11 Software Licensing

The Proposal response must include a copy of the Contractor's standard Software Licensing and/or Services Agreement(s). This licensing/agreement shall cover the licensing details for all aspects of the proposed Inmate Telephone System. (*Refer to Appendix D*)

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SECTION 6: RATES AND COMMISSIONS

6.1 Surcharges And Telecommunication Rates

- A. All rate policies are subject to changes initiated by the Federal Communications Commission and/or the Michigan Public Service Commission. As an attachment to the Proposal response, the Bidder shall submit its telecommunication service rates on file with the Michigan Public Service. These rates shall include an itemization of the minute rates/mileage schedules and surcharges charged by time of day and day of week, including connection charges, special holiday rates and any discounted rates for local, international, intra-LATA, inter-LATA, intrastate, and interstate telecommunication services it proposes to charge during the Contract period.

- B. The Contractor will submit written notification to Macomb County's Contract Representative within sixty (60) days of any proposed change in unregulated telecommunication rates and/or approved rate changes pursuant to an application and resulting in a Michigan Public Services Commission or Federal Communications Commission Order. Contractor's failure to furnish this written notification and accordingly adjust commission payments to Macomb County retroactive to the effective date of the Order may be just cause for cancellation of the Contract. Written notification will include a copy of the rate filing detailing all surcharges, connection charges, and rates.

6.2 Gross Revenues Histories

The following is Macomb County's *2010 – 2011 Call Details*, which represents inmate services for 2010 – 2011. This information is to be used by the Bidder as a guideline in determining future potential gross revenues. Macomb County does not guarantee the accuracy of the data as provided by Macomb County's current Inmate Telephone System Contractor.

**Macomb County Michigan
2010 – 2011 Call Details**

Year	Description	Calls	Minutes	Category
2010	IntraLATA Intrastate	51,513	452,259	Long Distance
2010	InterLATA Intrastate	3,401	27,645	Long Distance
2010	InterLATA Interstate	3,899	35,276	Long Distance
2010	Local	85,223	736,025	Local
2010	International	2	3	International
2011	IntraLATA Intrastate	45,941	404,406	Long Distance
2011	InterLATA Intrastate	2,298	19,599	Long Distance
2011	InterLATA Interstate	3,326	29,265	Long Distance
2011	Local	84,081	729,222	Local
2011	International	16	42	International

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6.3 Gross Revenues And Commission Payments

- A. Commission payments to Macomb County by the Contractor will be based on a fixed (not tiered) percentage rate of all monthly “gross revenues.” For purposes of this RFP, “gross revenues” will be defined as the total revenue anticipated from all billable calls including bad debt calls and calls where Contractor does not have billing agreements with the CLECs or LECs, before operation costs are deducted. Additional exclusions or hidden revenue reductions by the Contractor are prohibited.

Equipment or service incentives will not be considered by Macomb County, and should not be proposed under the terms of the RFP. Macomb County is interested in a flat rate, fixed commission percentage, only. *(See Section 7.1 Additional Options or Value Added Services and Section 7.2 Alternate Proposal.)*

- B. The Contractor agrees to provide Macomb County with monthly statements and reports reflecting the commission paid and monthly gross revenues billed. The Contractor agrees to submit with the commission check the required reports in hard copy and Microsoft Excel electronic worksheet format. The Reports can be sent by email, compact disc, or flash drive. The requirements for these reports are stipulated in Section 3.2, AD and Section 5.6.

Macomb County reserves the right to audit the Contractor’s records at any time. The Contractor agrees to maintain records and a tracking system substantiating the accuracy of gross revenues billed and commission payments.

- C. During the contractual period, the Contractor may automatically increase the percentage of commissions paid to Macomb County, followed-up within two weeks with written notification of such action to Macomb County’s Contract Representative.

Commission percentages will not decrease during the duration of the Contract.

The date set for Contract payment will be agreed to by the Contractor and Macomb County, and established as part of the Contract.

- D. All monthly commission checks will be made payable to The County of Macomb and mailed to:

County of Macomb
Information Technology Department
10 North Main Street – 7th Floor
Mount Clemens, MI 48043

- E. The Contractor must complete the reporting and payment process within a month or less following the close of the billing cycle.

- F. The Contractor’s failure to provide commission payments by the scheduled monthly date set for receipt of commission payments will be reason for Contract termination and litigation for retroactive payments and interest. Interest will be based on the prevailing money interest rate at the time of the judgment.



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The monthly billing cycle will be considered a period of thirty (30) days when prorating partial monthly commission payments.

G. Refer to *Section 4.5 Other Conditions Of Repair Response*.

SECTION 7: OPTIONAL

The Bidder may include in their Proposal response the following options.

IMPORTANT: Bidder must provide Base Commission Rates Proposal based solely upon the Specifications detailed in this RFP. The supplemental documents described below must “stand alone” and be separate from the Specifications and Base Commission Rates Proposal as required in this RFP.

7.1 Additional Options or Value-Added Services

Proposal response may include a supplemental document entitled “*SUPPLEMENTAL 1*”, “*ADDITIONAL OPTIONS OR VALUE-ADDED SERVICES*”; which details any additional options or value-added services the Bidder proposes to improve technology and enhance services to Sheriff’s Office staff, to inmates, and to the public. Indicate the impact on commissions Macomb County would receive if accepted by Macomb County.

7.2 Alternate Proposal

In a document entitled “*SUPPLEMENTAL 2*”, “*ALTERNATE PROPOSAL*”, recommend any new innovative approaches to service and/or the availability of new products (i.e. video visitation, etc.) not mentioned in this RFP. Explain the new approach and identify impact on commissions paid to Macomb County, equipment and services rendered, terms, exceptions, and/or contractual conditions that differ from those presented above in this RFP at no cost to Macomb County.

SECTION 8: PROPOSALS

To expedite and simplify proposal evaluation and to assure that each Proposal receives the same orderly review, all Proposals must adhere to the format described in this section. Proposals must contain the elements of information specified. Proposal sections and pages should be appropriately numbered.

8.1 Proposal Format

Proposals must include a Table of Contents listing all sections, figures, and tables. Major sections and appendices should be separated by labeled ring binder index tabs. Pages may be double-sided and must be numbered.

Proposals must address the requirements completely and accurately; and shall be organized according to the following outline:

Transmittal Letter

Division 1: Introduction
Executive Summary
Company Profile

Division 2: Experience

Division 3: Response to Commercial Questions



**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**

- Division 4: Response to System Requirements and Instructions
- Division 5: Maintenance and Repair Procedures
- Division 6: Additional Proposal Submission Requirements
- Division 7: Commission Proposal
- Division 8: Supplementals (optional)
 - Supplemental 1: Additional Options or Value-Added Services
 - Supplemental 2: Alternate Proposal

Appendices

Complete and include each Appendix listed below:

- Appendix A: Forms
 - Federal E-Verify Program
 - Non-Collusion Affidavit
 - General Information
- Appendix B: Functional Requirements Table
- Appendix C: Telephone, Hardware, Software, Peripheral Requirements Table
- Appendix D: Bidder’s Software Licensing and/or Service Agreement
- Appendix E: Detailed Proposal Calling Rates Table
- Appendix F: Commission Rates Proposal Table

8.2 Division/Appendix Descriptions

Transmittal Letter

Division 1: Introduction, Executive Summary, and Company Profile

1. Submit a brief Executive Summary of the major facts or features of the Proposal, including any conclusions, assumptions, and recommendations the Bidder desires to make. The Executive Summary should be designed specifically for review by a non-technical audience and senior management and indicate why this system best meets the needs of Macomb County.

This document will not exceed two pages in length, single spaced.

2. Submit the following information relative to the Bidder:
 - ! Bidder’s name and business address, including telephone number, fax number and internet address.
 - ! Bidder’s contact representative’s name and address, including telephone number, fax number and internet address.



**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**

- ! Year established (include former names and year established, if applicable).
 - ! Brief state of the Bidder's background demonstrating longevity and financial stability.
3. Submit a brief description of the Bidder's corporate and other organizational history and experience in developing, installing, and supporting Inmate Telephone Systems for governmental units of comparable or larger sizes.
 4. Define the type of business the Bidder conducts (e.g., consultant, long-distance carrier, reseller of telecommunications services, local exchange carrier, etc).
 5. Indicate the services the Bidder is proposing to provide as well as the number of years your firm has been in business providing those services.
 6. Include the location of Bidder's corporate offices nationally, regionally, and locally.
 7. Include a discussion of the Bidder's corporate vision and strategy related to its Inmate Telephone System software addressing the needs of the Inmate Telephone System market.

Division 2: Experience

1. Submit a description of at least three (3) relevant Inmate Telephone System installations within the state of Michigan or other states or a combination thereof. Relevant is defined as installations using the hardware and software products similar to those proposed for the Macomb County Inmate Telephone System and installations exhibiting the functional and integration components set forth in this RFP.

The description must provide the following information at minimum:

- ! Organization Name (number of beds in facility and length of contract)
- ! Contact person with address, telephone number, and email address
- ! Participating organization
- ! Hardware and software environment
- ! Date of installation
- ! Status of implementation
- ! Discussion of activities and applications.

The Bidder agrees that Macomb County may contact the references given and visit installed sites, if desired.

2. Submit job descriptions and qualifications for each team member that will be assigned to the Macomb County Inmate Telephone System project. Bidder staff qualifications must include longevity with firm, relevant certifications, brief project/assignment history with Bidder's company, educational background, and employment history.
3. If the Bidder intends to Sub-Contract the installation and maintenance of inmate telephones with a local telecommunications Contractor, furnish the same information required of Bidder's company profile for each Sub-Contractor, including any billing agents the Bidder plans to use.

**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**



Division 3: Response to Commercial Questions

Respond to the following questions directly and specifically, and cite the question before each answer:

1. Who will be the Bidder's authorized negotiator? *(Provide name, title, address, telephone number, and email address. The person identified shall be empowered to make binding commitments for the Bidder.)*
2. What is the current financial status and conditions of the Bidder? *(Provide a copy of the respondent's most current financial annual report and statement of financial condition, or equivalent.)*
3. Is the Bidder an equal opportunity employer?
4. Will the Bidder contractually agree to the following?
 - ! Provide on-site (e.g. at Macomb County) staff for training?
 - ! Knowledge transfer to Macomb County staff regarding implementation, integration, etc.?
 - ! Guarantee 1 – 2 hour response time for critical situations reported to Bidder's service desk?
 - ! Non-performance holdbacks?
 - ! Source code provided to Macomb County? To escrow?
 - ! Allow Macomb County to approve Contractor and Sub-Contractor staff assigned to the project?
 - ! Provide a Statement of Work that includes, in detail, all deliverables, costs, change control and project management procedures, etc.?
 - ! Indemnify Macomb County for claims asserted by third parties alleged to have been caused by the acts, errors of Contractor's/Sub-Contractor's employees?
5. If selected as a short-list finalist, will the Bidder agree to conduct a demonstration and interview with the Macomb County Selection Committee?

Division 4: Response to System Requirements and Instructions

In this Division, the Bidder is directed to describe the required solution for the Inmate Telephone System; and describe how the proposed solution will support the current and future application requirements of Macomb County.

Section 3 of this RFP provides a detailed description of system requirements and identifies questions and/or issues that must be addressed by the Bidder. **IMPORTANT:** The Bidder must provide a response to each Section and Sub-Section item. Responses must be provided in the same order as listed in the RFP Specifications; and all responses must reference the Section(s) and Sub-Section(s). *(Example: Section 3.1, A: To prevent inmate harassment calls, our software allows . . .)*



BID ITEM 04-12 INMATE TELEPHONE SYSTEM

Division 5: Maintenance and Repair Procedures

In this Division, the Bidder is directed to describe in detail how the Bidder's Proposal will comply with **Section 4** Maintenance and Repair Procedures requirements.

Section 4 of this RFP provides a description of system maintenance and repair requirements and procedures; and identifies questions and/or issues that must be addressed by the Bidder. **IMPORTANT:** The Bidder must provide a response to each Section and Sub-Section item.

Responses must be provided in the same order as listed in the RFP Specifications; and all responses must reference the Section(s) and Sub-Section(s). (*Example: Section 4.1, A: The Contractor agrees to . . .*)

Division 6: Additional Proposal Submission Requirements

In this Division, the Bidder is directed to answer specific questions and describe in detail how the proposed solution will operate, support, and comply with the requirements of Macomb County.

The Bidder is directed to review **Section 5: Additional Proposal Submission Requirements** of this RFP and provide responses to the questions and/or issues that must be addressed by the Bidder. **IMPORTANT:** The Bidder must provide a response to each Section and Sub-Section item. Responses must be provided in the same order as listed in the RFP Specifications; and all responses must reference the Section(s) and Sub-Section(s). (*Example: Section 5.1, A: Proposed equipment specifications are listed in Appendix C: Telephone, Hardware, Software, and Peripheral Requirements Table.*)

Division 7: Commission Proposal

Bidders must review RFP **Section 6: Rates and Commissions** and describe in detail how the Bidder will comply with the requirements. **IMPORTANT:** The Bidder must provide a response to each Section and Sub-Section item. Responses must be provided in the same order as listed in the RFP Specifications; and all responses must reference the Section(s) and Sub-Section(s). (*Example: Section 6.1, A: See Attached*)

Division 8: Supplementals (optional)

In this Division, Bidder's are provided with the opportunity to submit, for review, alternate proposals and/or additional options or services that the Bidder can make available to Macomb County, as described in **Section 7**.

IMPORTANT: Bidder's responses are optional and are not reflected in the Base Commission Rates Proposal. The Supplemental document(s) must "stand alone" and be separate from the Specifications and Base Commission Rates Proposal as required in this RFP.

1. Respond to Supplemental 1: Additional Options or Value-Added Services, as set forth in Section 7.1 of this RFP.
2. Respond to Supplemental 2: Alternate Proposal, as set forth in Section 7.2 of this RFP.

**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**



APPENDIX A: Forms

Instructions

All Proposals must be submitted on the forms provided, properly executed and with all items filled out in ink or typed. Do not change or add words to the forms. Unauthorized conditions, limitations, or provisions on or attached to the forms may be cause for rejection of the proposal. Any Bidder information that is altered by erasure or by inter-lineation prior to submittal must be initialed and explained by notation above the signature of the Bidder.

List

The following is a list of forms that are to be completed and returned with the Bidder's Proposal:

Federal E-Verify Program	Page 36
Non-Collusion Affidavit	Page 37
General Information	Page 38 - 39

**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**



FEDERAL E-VERIFY PROGRAM

The Macomb County Board of Commissioners has established a policy regarding the Federal E-Verify Program. This policy states that future contracts (including both new and reviewing contracts) between Macomb County and contractors and vendors who provide services in excess of twenty-thousand dollars (\$20,000) shall require the contractors and vendors to register with, participate in, and utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring their employees and require the County's Human Resources Department to utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring new employees.

For more information about E-Verify, go to www.uscis.gov. Click on the E-Verify icon on the bottom left-hand corner of page.

**ACKNOWLEDGMENT OF MACOMB COUNTY'S POLICY
REQUIRING PARTICIPATION IN THE FEDERAL E-VERIFY PROGRAM
AND CERTIFICATION OF COMPLIANCE**

The undersigned hereby acknowledges receipt of a copy of the policy of the Macomb County Board of Commissioners requiring contractors, including those providing professional services, who provide services in excess of \$20,000 a year to the County to register and participate in the Federal E-Verify Program.

The undersigned hereby certifies that effective September 1, 2009 (he/she/it) will comply with this policy and will register with, participate in and utilize the E-Verify Program or any successor program implemented by the Federal Department of Homeland Security and Social Security Administration when hiring employees.

DATED: _____

Authorized Signature

Printed or Typed Signature

Name of Company

**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**



NON-COLLUSION AFFIDAVIT

County _____)

_____ being first duly sworn, deposes
and says that he is the

(Individual, Partner, Corporate Officer)

making the foregoing proposals; that such proposals are genuine and not collusive or sham; such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in sham a proposal, or that such other person shall refrain from bidding and has not in any manner, directly with any person, to fix the commission rate of afferent or any other bidder, or to fix any overhead, profit or cost element of said commission rate, or of that of any other bidder, or to secure any advantage against the Joint Purchasers or any person or persons proposal are true; and further, that such bidder has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative thereto any association or to any member or to any member or agent thereof.

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

My commission expires on _____

BIDDER: THIS AFFIDAVIT MUST BE COMPLETED, SIGNED, NOTARIZED AND INCLUDED IN YOUR PROPOSAL SUBMISSION.

**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**



GENERAL INFORMATION

OWNER: Macomb County
One South Main Street – 9th Floor
Mount Clemens, Michigan 48043

PROJECT: INMATE TELEPHONE SYSTEM
Bid Item No. 04-12

PROPOSAL RESPONSE TO: Macomb County Purchasing Department
10 North Main Street – 13th Floor
Mount Clemens, Michigan 48043

BIDDER NAME: _____

BIDDER ADDRESS: _____

BIDDER TELEPHONE NO.: _____

BIDDER FAX NO.: _____

BIDDER EMAIL: _____

Federal Employer Identification Number: _____

which is (check one of the following):

() Corporation, incorporated under the laws of the State of:

() Partnership, consisting of (list partners):

() Assumed Name (Register No.) _____

() Individual



**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**

GENERAL INFORMATION *(Continued)*

AUTHORIZED SIGNATURE: _____

Printed or typed signature: _____

Title: _____ Date: _____

Address (if different from above): _____

City/State/Zip Code (if different from above): _____

Email (if different from above): _____

Dun & Bradstreet Number (if applicable): _____

The Contractor shall not assign this Contract without the approval of Macomb County.



**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**

APPENDIX B: Functional Requirements Table

Note: All Requirements listed below must be provided at no cost to Macomb County.

Section Number	(Software/Equipment/Staffing Allows Ability to . . .)	Existing Ability (Yes/No)	Custom Modification (Yes/No)
3.1, A	Prevent inmate harassment calls.		
3.1, B	Prevent billing of fraudulent outbound calls.		
3.1, C	Detect criminal activities through investigative reports.		
3.1, D	Allow inmates the opportunity to place calls at reasonable rates.		
3.1, E	Provide user-friendly Inmate Telephone System.		
3.1, F	Provide user-friendly collect-call account setup instructions.		
3.1, G	Provide an On-Site Systems Administrator 40 hours per week.		
3.2, A	Enable two (2) Administrative Computer Workstations to capture recorded call activity.		
3.2, B	Provide local, intra-LATA, inter-LATA, intrastate and interstate telephone services associated with all telephones.		
3.2, C	Allow toll-free calls through speed-dial access.		
3.2, D	Provide pre-recorded announcements.		
3.2, E	Provide voice overlay with identity messaging that will be continuously active throughout the duration of the call.		
3.2, F	Block calls to answering machines and automated attendants.		
3.2, G	Detect and notify 3-way calls.		
3.2, H	Purchase and use pre-paid plans for inmates use.		
3.2, I	Purchase calling cards from Commissary.		
3.2, J	Copy specific recorded conversations with call details to storage media, i.e. compact discs, flash drives, etc. for court hearing purposes.		
3.2, K	Conduct investigative reporting that will enable authorized Sheriff's Office staff access to recorded conversations and/or call detail information and statistical data.		
3.2, L	Allow called party ability to block future inbound calls by pushing a button or other feature on the telephone.		
3.2, L	Provide administrative computer workstations with the ability to block calls from a specific caller.		
3.2, M	Enforce call restriction of each inmate call to 15 minutes (30 minutes for TTY users); and provide call termination notification one minute prior to ending call.		
3.2, N	Shut-off and turn-on telephones individually, by group and/or globally through the software and manual use of on-off toggle switches.		



**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**

APPENDIX B: Functional Requirements Table (Continued)

Number	(Software/Equipment/Staffing Allows Ability to . . .)	Existing Ability (Yes/No)	Custom Modification (Yes/No)
3.2, O	Supply new equipment and software as required.		
3.2, P	Provide hard drive storage to transfer three years of current call detail records and voice recordings from current system and integrate these recordings into the new system.		
3.2, Q	Enable new recordings of voice conversations, including visitation telephones and call detail records shall be stored on-line on Raid 5 Disk Arrays or approved comparable technology for a minimum of three-year rolling segments.		
3.2, Q	Provide for on-site full hard drive redundancy, AIT tape or equivalent, supplied to Macomb County, stored off-site in a secure location for the term of the Contract.		
3.2, R	Provide easily accessible call detail and voice recordings.		
3.2, S	If changing Inmate Telephone System Contractors, the Contractor agrees to work in cooperation with any newly selected Contractor to provide all call detail and voice data recording histories (CDR) at <u>no charge</u> to Macomb County.		
3.2, T	Perform daily full system backups and recoveries.		
3.2, U	Provide a Disaster Recovery Plan.		
3.2, V	Maintain an uninterruptible backup power supply for at least ten (10) minutes.		
3.2, W	Perform three (3) years of searchable voice data recordings available online.		
3.2, X	Provide Real Time monitoring of the Inmate Telephone System and ability to forward monitoring by Sheriff's Office staff to a remote location.		
3.2, Y	Allow Sheriff's Office staff to tag a call and eliminate collect call charges.		
3.2, Z	Test to ensure fully functioning, on-site Inmate Telephone System prior to Contractor cutover.		
3.2, AA	Ensure that an implementation team will be provided for the cutover.		
3.2, AB	Provide an On-Site systems Administrator and substitute repair technician.		
3.2, AC	Store, on-site critical components kits.		
3.2, AD	Produce call activity reports.		
3.2, AE	Maintain accurate books and records.		
3.2, AF	Bill VoIP service providers.		

**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**



APPENDIX C: Telephone, Hardware, Software, and Peripheral Requirements Table

TELEPHONE				
Qty.	Manufacturer	Part Number	Description	Equivalent (Y/N)
148			Inmate Telephones	
144			Visitation Telephones	
1			TTY	
HARDWARE				
Qty.	Manufacturer	Part Number	Description	Equivalent (Y/N)
SOFTWARE				
Qty.	Manufacturer	Part Number	Description	Equivalent (Y/N)
PERIPHERAL DEVICES				
Qty.	Manufacturer	Part Number	Description	Equivalent (Y/N)
2			Administrative Computer Workstations	

If equivalent or similar manufacturer and part number will be acceptable, please make a “Y” in the **Equivalent** column. If equivalent or similar manufacturer and part number will not be acceptable, please mark an “N” in the **Equivalent** column.

**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**



APPENDIX D: Bidder's Software Licensing and/or Service Agreement

**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**



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**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**



APPENDIX E: Detailed Proposal Calling Rates Table

Calling Rates	Surcharge	Rate Mileage	Day Initial Period	Day Each Add'l Period	Evening Initial Period	Evening Add'l Period	Night/Weekend Initial Period	Night/Weekend Add'l Period
Local								
Intra-LATA								
Inter-LATA								
Intrastate								
Interstate								
International								
Calling Cards								
Additional Fees Charged								
Type of Fee		Rate						

**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**



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**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**

APPENDIX F: Base Commission Rates Proposal

BASE COMMISSION RATES PROPOSAL

County of Macomb
Bid Item 04-12
INMATE TELEPHONE SYSTEM
Mount Clemens, Michigan

Bidder: _____
(print or type company name)

GENERAL AGREEMENTS

- A. The Bidder acknowledges that he/she has had the opportunity to examine the site and locality where the work/service is to be performed and has become familiar with the legal requirements, laws, rules, regulations and conditions affecting the cost, progress and performance of the work/service; and has made such independent investigations as Bidder deemed necessary to prepare the Proposal. Further, Bidder hereby states that the Base Commission Rates set forth in this Proposal response are true and correct.
- B. The Bidder agrees that this Proposal shall not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving Proposals.
- C. Within 30 days upon request, the Bidder will furnish Macomb County with a list of staff, telephone numbers, and email addresses of the dedicated administrative and technical representatives assigned to and responsible for coordinating the installation, staff training, customer service, resolving repair problems, and monitoring the account.
- D. Within 30 days upon request, the Bidder will provide an escalation procedure for the resolution of service issues. Administrative staff shall respond to Macomb County's general inquiries within eight (8) hours and installation and repair staff shall respond to Macomb County's general inquiries with two (2) hours.
- E. The Bidder declares that in preparing this Proposal, the Bidder has assured himself/herself of the availability of all labor, materials and products.

CONTRACTOR'S LICENSE

The undersigned further states that his/her firm is duly licensed to perform the type of work/service proposed, in the State of Michigan, and that all fees, permits, etc., pursuant to the submission of this Proposal have been paid in full.

ACKNOWLEDGEMENT OF ADDENDA

The Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Proposal:

Addendum No. 1, dated _____, Addendum No. 2, dated _____
Addendum No. 3, dated _____, Addendum No. 4, dated _____

**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**



APPENDIX F: Base Commission Rates Proposal (Continued)

BASE COMMISSION RATES PROPOSAL

The undersigned Bidder, having carefully examined all of the Bidding Documents and subsequent Addenda as issued by the Owner, having visited the site, and being familiar with all conditions and requirements of the project, hereby proposes and agrees to furnish all material, labor, equipment, tools and supervision; and to furnish all services necessary to complete the Specifications detailed in the Bidding Documents, proposes the following Base Commission Rates:

Tariff Type	Commission Earned 3 Years (XX.XX%)	Commission Earned 5 Years (XX.XX%)
Local		
Intra-LATA		
Inter-LATA		
Intrastate		
Interstate		
International		
Calling Cards		

**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**



APPENDIX F: Base Commission Rates Proposal (Continued)

Respectfully submitted this ____ day of _____, 2012

By: _____

(Name of bidding firm or corporation)

Witness:

By: _____

(Signature)

Attest: _____

(Signature)

(Type or print name)

By: _____

(Type or print name)

Title: _____

(Owner/Partner/President/Vice Pres.)

Title: _____

(Corporate Secretary or Assistant Secretary Only)

Address: _____

Telephone: _____

License: _____

Federal ID No.: _____

(Affix Corporate Seal Here)

Company Name

Company Representative

Title

Date

**BID ITEM 04-12
INMATE TELEPHONE SYSTEM**



ATTACHMENT A: Homeland Security ICE Assistance Telephone Numbers

The following numbers are provided as free calls to all ICE detainees


Lift handset "Press 1 for English, 2 for Spanish"
 "Press 6 for Probono"
 Once connected to the platform:

- **Press 1 for English, marque 2 para Español.**
- **Enter your 9-digit Alien Number. If your A-number is less than 9 digits, put a "0" before your A-number**
- **Enter the Speed Dial number from the list below followed by the # Key.**
- **Then Stay on the line.**

Los números siguientes se ofrecen como llamadas gratuitas a todos los detenidos del ICE



Levante el auricular "Pulse 1 para Inglés, 2 para español" "Pulse 6 para Probono"
 Una vez conectado a la plataforma:


- **Press 1 for English, marque 2 para Español.**
- **Marque su número de identificación extranjero. Si su número es inferior a 9 dígitos, poner un "0" antes de su número**
- **Marque el número de marcación rápida seguido por el signo de número.**
- **Manténgase en la línea.**


















	*American Bar Association	2150 #
	*Ayuda, Inc.	8984 #
	*Board of Immigrations Appeals Clerks Office	571 #
	*CAIR Coalition in English & Spanish - Washington DC	1686 #
	*Catholic Diocese Refugee and Immigration Services(Norfolk)	1570 #
	*Catholic Diocese Refugee and Immigration Services(Roanoke)	1573 #
	*Central American Resource Center (CARECEN)- Free Legal Services	104 #
	*DHS Inspector General(Please wait till end of message for live Operator; Por favor, espere hasta el final del mensaje en vivo	518 #




















	*Asian Immigration Attorney	1548 #
	*BICE - Deportation Officers (Case Status)	1624 #
	*Boat People, S.O.S, Inc in Virginia	377 #
	*Catholic Diocese Refugee and Immigration Services(Hampton)	1572 #
	*Catholic Diocese Refugee and Immigration Services(Richmond)	1571 #
	*Catholic Immigration Services	1565 #
	*Community Legal Clinics	1569 #
	*ICE Office of Professional Responsibility	5673 #




















	*IMMIGRATION COURT INFORMATION HOTLINE	111 #
	*Joe Nesari, Esq.	1749 #
	*Ronald Richey, Esq.	1689 #
	*United Nations High Commissioner for Refugees (UNHCR) Asylum-seekers and Refugees only	566 #
	*US Immigration Court Information System	5684 #
	Afghanistan - Embassy in Washington, DC	1728 #
	Algeria - Embassy in Washington DC	192 #
	Angola - Embassy in Washington DC	194 #
	Argentina - Embassy in Washington DC	1423 #
	Australia - Consulate in Washington DC	198 #
	Azerbaijan - Consulate in Washington, DC	2083 #
	Bahrain - Embassy in Washington DC	202 #
	Barbados - Embassy in Washington DC	853 #
	Belgium - Embassy in Washington DC	864 #
	Benin - Embassy in Washington DC	208 #
	Bolivia - Consulate in Washington DC	760 #
	Botswana - Embassy in Washington DC	581 #
	British - Consulate in Washington, DC	1997 #
	Brunei - Embassy in Washington DC	214 #

	*Jim Alexander and Dalin Holyoak - Attorneys	1623 #
	*Joint Intake Center	5663 #
	*Spanish Catholic Center	1567 #
	*US Court of Appeals - Fourth Circuit	1748 #
	*US Supreme Court - Washington DC	1660 #
	Albania - Embassy in Washington DC	191 #
	Andorra - Consulate in New York	193 #
	Antigua and Barbuda - Embassy in Washington DC	696 #
	Armenia - Consulate in Washington DC	197 #
	Austria - Embassy in Washington DC	856 #
	Bahamas - Embassy in Washington DC	752 #
	Bangladesh - Embassy in Washington DC x107	203 #
	Belarus - Consulate in New York	205 #
	Belize - Embassy in Washington DC ext 229	207 #
	Bhutan - Consulate in New York	1976 #
	Bosnia and Herzegovina - Embassy in Washington DC	5730 #
	Brazil - Embassy in Washington DC	867 #
	British- Embassy in Washington DC	809 #
	Bulgaria - Embassy in Washington DC	215 #

	Burkina Faso - Consulate in Washington DC	216 #
	Cambodia - Embassy in Washington, DC	218 #
	Canada - Consulate in Washington DC	874 #
	Chad - Embassy in Washington DC	223 #
	China - Embassy in Washington DC	586 #
	Congo, Democratic Republic - Embassy in Washington, DC	229 #
	Costa Rica - Embassy in Washington DC	774 #
	Croatia - Embassy in Washington DC	592 #
	Cyprus - Embassy in Washington DC	707 #
	Denmark - Embassy in Washington DC	888 #
	Dominica Commonwealth- Consulate in New York	596 #
	Dominican Republic - Embassy in Washington, DC	2003 #
	Egypt - Embassy in Washington DC	1475 #
	El Salvador - Consulate in Woodbridge	1793 #
	Estonia - Consulate in New York	244 #
	Fiji - Embassy in Washington DC	605 #
	France - Embassy in Washington DC	896 #
	Gambia - Embassy in Washington, DC	250 #
	Germany - Embassy in Washington DC	1499 #

	Burundi - Embassy in Washington, DC	764 #
	Cameroon - Embassy in Washington DC-	219 #
	Cape Verde - Consulate in Boston	704 #
	Chile - Consulate in Washington DC	878 #
	Colombia - Consulate in Washington DC	884 #
	Congo, Democratic Republic of - Embassy in Washington, DC	1873 #
	Cote d'Ivoire - Embassy in Washington DC	231 #
	Cuba - Permanant Mission in NY	521 #
	Czech Republic - Embassy in Washington DC	1901 #
	Djibouti - Embassy in Washington DC	236 #
	Dominican Republic - Embassy in Washington DC	1496 #
	Ecuador - Consulate in Washington DC	1497 #
	El Salvador - Consulate in Washington DC	894 #
	Eritrea - Consulate in Washington DC	243 #
	Ethiopia - Embassy in Washington DC	604 #
	Finland - Embassy in Washington, DC	1840 #
	Gabon - Embassy in Washington DC	610 #
	Georgia - Embassy in Washington, DC	251 #
	Ghana - Embassy in Washington DC	614 #



	Greece - Embassy in Washington DC	899 #
	Guatemala - Consulate in Baltimore	794 #
	Guyana - Consulate in New York	1446 #
	Honduras - Consulate in Washington DC	1428 #
	Hungary - Embassy in Washington DC	146 #
	India - Embassy in Washington DC	1819 #
	Iran - Consulate in Washington DC	266 #
	Ireland - Embassy in Washington DC	1429 #
	Italy - Embassy in Washington DC	1501 #
	Jamaica - Embassy in Washington DC	271 #
	Jordan - Embassy in Washington DC	721 #
	Kenya - Embassy in Washington DC	727 #
	Kuwait - Embassy in Washington DC	278 #
	Laos - Embassy in Washington DC	728 #
	Lebanon - Embassy in Washington DC	729 #
	Liberia - Embassy in Washington DC	641 #
	Lithuania - Embassy in Washington DC	730 #
	Macedonia - Embassy in Washington DC	645 #
	Malawi - Consulate in Washington DC	289 #



	Grenada - Embassy in Washington DC	712 #
	Guinea - Embassy in Washington DC	713 #
	Haiti - Embassy in Washington, DC	462 #
	Honduras - Embassy in Washington DC	8935 #
	Iceland - Emassy in Washington DC	263 #
	Indonesia - Embassy in Washington DC	627 #
	Iraq - Consulate in Washington DC	267 #
	Israel - Embassy in Washington DC	902 #
	Ivory Coast - Consulate(LA Rep de Cote D'Ivoire)	718 #
	Japan - Embassy in Washington DC	900 #
	Kazakhstan - Embassy in Washington DC	637 #
	Korea - Embassy in Washington DC	904 #
	Kyrgyz - Embassy in Washington DC	639 #
	Latvia - Embassy in Washington DC	281 #
	Lesotho - Embassy in Washington DC	283 #
	Libya - Embassy in Washington, DC	1989 #
	Luxembourg - Embassy in Washington DC	1502 #
	Madagascar - Embassy in Washington DC	288 #
	Malaysia - Embassy in Washington DC	647 #

	Maldives - Consulate in New York	291 #
	Malta - Embassy in Washington DC	293 #
	Mauritania - Embassy in Washington DC ext 14	295 #
	Mexico - Embassy in Washington DC	1503 #
	Moldova - Consulate in Washington DC	299 #
	Mongolia - Embassy in Washington DC	301 #
	Mozambique - Embassy in Washington DC	303 #
	Namibia - Embassy in Washington DC	305 #
	Nepal - Consulate in New York	307 #
	New Zealand - Embassy in Washington DC	309 #
	Niger - Embassy in Washington DC	311 #
	Northern Sudan - Embassy in Washington DC	345 #
	Oman- Embassy in Washington DC	314 #
	Palau - Embassy in Washington DC	316 #
	Papua New Guinea - Embassy in Washington DC	318 #
	Peru - Embassy in Washington, DC	2002 #
	Poland - Embassy in Washington DC	1433 #
	Qatar - Embassy in Washington DC	324 #
	Russia - Consulate in Washington DC	668 #

	Mali - Embassy in Washington DC	292 #
	Marshall Islands - Embassy in Washington DC	294 #
	Mauritius - Embassy in Washington DC	296 #
	Micronesia - Embassy in Washington DC	298 #
	Monaco - Embassy in Washington , DC	2082 #
	Morocco - Embassy in Washington DC	1432 #
	Myanmar - Consulate in Washington DC	304 #
	Nauru - Embassy in New York	1893 #
	Netherlands - Embassy in Washington DC	901 #
	Nicaragua - Embassy in Washington DC	905 #
	Nigeria - Embassy in Washington DC	312 #
	Norway - Embassy in Washington DC	658 #
	Pakistan - Embassy in Washington DC	725 #
	Panama - Embassy in Washington DC	317 #
	Paraguay - Embassy in Washington DC	1414 #
	Philippines - Embassy in Washington DC	664 #
	Portugal - Consulate in Washington DC	323 #
	Romania - Embassy in Washington DC	667 #
	Russia - Consulate in Washington DC	733 #

	Rwanda - Embassy in Washington DC	327 #		Saint Kitts and Nevis - Embassy in Washington DC	328 #
	Saint Lucia - Embassy in Washington DC	669 #		Saint Vincent and the Grenadines - Consulate in New York	330 #
	Samoa - Embassy in New York	670 #		San Marino - Consulate in New York	1096 #
	Saudi Arabia - Embassy in Washington DC	671 #		Senegal - Consulate in Washington DC	334 #
	Serbia - Embassy in Washington DC	693 #		Seychelles - Consulate in New York	335 #
	Sierra Leone - Embassy in Washington DC	336 #		Singapore - Consulate in Washington DC	676 #
	Slovak Republic - Embassy in Washington DC	677 #		Slovenia - Consulate in Washington DC	678 #
	Somalia - Consulate in New York	341 #		South Africa - Embassy in Washington DC	679 #
	Spain - Embassy in Washington DC	897 #		Sri Lanka - Embassy in Washington DC	344 #
	Swaziland - Embassy in Washington DC	347 #		Sweden - Consulate in New York	348 #
	Switzerland - Embassy in Washington DC	1113 #		Syria - Embassy in Washington DC	350 #
	Tajikistan - Consulate in Washington DC	352 #		Tanzania - Embassy in Washington DC	353 #
	Thailand - Consulate in New York	354 #		Thailand - Consulate in Washington DC	1508 #
	The Holy See - Embassy in Washington DC	619 #		Togo - Embassy in Washington DC	355 #
	Trinidad & Tobago - Embassy in Washington DC	1438 #		Tunisia - Embassy in Washington, DC	1895 #
	Turkey - Embassy in Washington DC	689 #		Turkmenistan - Embassy in Washington DC	359 #
	Uganda - Consulate in Washington DC	360 #		Ukraine - Consulate in New York	361 #
	United Arab Emirates - Embassy in Washington DC	362 #		Uruguay - Embassy in Washington DC	1000 #
	Uzbekistan - Embassy in Washington DC	692 #		Venezuela - Embassy in Washington DC	1441 #

	Vietnam - Consulate in Washington DC	368 #
	Zambia - Embassy in Washington DC	371 #

	Yemen - Embassy in Washington DC	369 #
	Zimbabwe - Embassy in Washington DC	372 #



MACOMB COUNTY PURCHASING

BID TABULATIONS

Date: 4/24/12

Bid Item: 04-24-12

Dept: Sheriff

Time: 2:00 PM

Name: Inmate Telephone System

BIDDER'S NAME !	Securus	Public Comm. Svcs	Mich. Pay Tel	Combined Public Comm.	Pay Tel Comm.	ICSolutions
DESCRIPTION "						
Earned 3 Years (%)						
Local	66%	77%	52%	70 Col./55 Dir.	66.5%	75.5%
Intra-LATA	66%	77%	52%	70 Col./55 Dir.	66.5%	75.5%
Inter-LATA	66%	77%	52%	70 Col./55 Dir.	66.5%	75.5%
Intrastate	66%	77%	52%	70 Col./55 Dir.	66.5%	75.5%
Interstate	66%	77%	52%	70 Col./55 Dir.	66.5%	75.5%
International	66%	77%	52%	50%	66.5%	75.5%
Calling Cards	66%	77%	52%	50%	66.5%	75.5%
Earned 5 Years (%)						
Local	68%	77%	58%	70 Col./55 Dir.	68.8%	78.5%
Intra-LATA	68%	77%	58%	70 Col./55 Dir.	68.8%	78.5%
Inter-LATA	68%	77%	58%	70 Col./55 Dir.	68.8%	78.5%
Intrastate	68%	77%	58%	70 Col./55 Dir.	68.8%	78.5%
Interstate	68%	77%	58%	70 Col./55 Dir.	68.8%	78.5%
International	68%	77%	58%	50%	68.8%	78.5%
Calling Cards	68%	77%	58%	50%	68.8%	78.5%

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and Macomb County, Michigan (the "Facility") having its principal address(es) as set forth on Exhibit A, attached hereto.

1. **Term of Contract.** This Agreement shall commence upon the date inmates within the Facility begin placing telephone calls from the Equipment, which has been estimated to be October 11th 2012 (the "Cutover Date") based on this Agreement being fully executed not less than 15 days prior to such date. This Agreement shall remain in force and effect for five (5) years from the Cutover Date. This Agreement may be renewed for two (2) additional terms of one (1) year upon written notice to the other party. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. In the event Facility terminates the Agreement prior to the completion of the initial five year term, then Facility shall reimburse ICS for the unamortized portion of the cost for the VizVox System. The five year amortized schedule is attached (See exhibit E). If the Facility terminates the agreement due to ICS's failure to perform or for just cause, reimbursement to ICS will not apply. Upon termination of this Agreement, Facility shall immediately cease use of any ICS Equipment provided hereunder.
2. **Scope of Services.** ICS shall provide comprehensive inmate calling and visitation services for the Macomb County Jail ("Facility") according to the terms and provisions of: a) this Agreement, b) applicable laws, and c) ICS's Proposal to Macomb County RFP #04-12, as amended.
3. **Equipment.** This Agreement applies to the provision of Equipment by ICS within space provided by the Facility at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets and computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment will be new, and shall be installed by properly trained personnel and in a good, workmanlike manner. The hardware components of Equipment identified in Exhibit B under "VizVox Video Visitation System" shall become the property of the Facility upon expiration of the initial five (5) year contract term, or if unamortized balance is paid by Macomb County as indicated above in paragraph #1. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of Facility, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate Equipment, which is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to Facility. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
4. **Alteration and Attachments.** Facility shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by Facility without the express written permission of ICS.
5. **Training.** ICS shall provide on-site training plus internet-based training at no cost to Facility. Additional training may be provided upon Facility's request based on availability of ICS.
6. **Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer.
7. **Commissions to Facility.** ICS will install, operate and maintain all Equipment, installed at Service Locations, at no charge to Facility. ICS will pay Facility the commission amounts set forth on Exhibit