

REQUEST FOR PROPOSALS

LANCASTER COUNTY
COUNTY CORRECTIONS
COMMISSARY & PHONE/VISITATION SERVICES
RFP 21-079

Issue Date: April 2, 2021

Closing Date and Time:
April 19, 2021 at 12:00 p.m. (CST)



City of Lincoln | Lancaster County Purchasing
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GLOSSARY OF TERMS

Note: In the event of a conflict of definition of terms between the Glossary of Terms and language contained within the Request for Proposal document (RFP), the RFP language shall take precedence.

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the Owner or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement to the originally published information.

After Receipt of Order (ARO): After Receipt of Order – Begins when the successful Contractor receives either an executed Contract or a Notice to Proceed (NTP) after a contract has been executed by all parties.

Agencies: Lancaster County – hereinafter referred to as Owner.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a contract document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP and associated documents in Ebid. The Owner reserves the right to reject any or all proposals, wholly or in part, or to award to multiple proposers in whole or in part. The Owner reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the proposer's competitive position. All awards will be made in a manner deemed in the best interest of the Owner.

Best Value: A determination made through the evaluation of responses using factors in addition to revenue to identify the highest ranked, responsible and responsive Proposer who has the best offering for the Owner.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the proposer will not withdraw the bid.

Bidder: A proposer who submits an offer in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture or any other private legal entity.

Business Day: Any weekday, except Owner-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays and holidays.

Cancellation: To call off or revoke a purchase order or contract without expectation of conducting or performing it at a later time.

City/County Ebid System: The internet-based system used by the City of Lincoln and Lancaster County for soliciting bids, issuing requests for proposals and qualifications, providing access to contracts and communicating with bidders and proposers and for the electronic submission of proposals and bid responses.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract Documents: An agreement entered into by Lancaster County and the Contractor in accordance with the terms and conditions set forth creating obligations that are enforceable or otherwise recognizable at law; the writing the sets forth such a agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the Lancaster County document titled "Contract Documents" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: Language outlined in the contract documents that delineates the start and end dates of the contract performance period and may also include information regarding any optional renewals.

Contractor: An individual or entity having a contract to furnish commodities and/or perform the services on behalf of the Owner.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Revenue: See Price/Revenue.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the contractor.

Default: The omission or failure to perform a contractual duty.

Department: A division of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission responsible for the entire procurement process from initiation to contract administration of the Purchase Order or Contract to be executed.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Essential Qualifications and Experience: Information provided in Section I. of this RFP that describes the minimum qualifications and/or experience necessary to be deemed eligible for consideration in the evaluation process and/or receive a contract award.

Evaluation: The process of examining an offer after opening to determine the proposer's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting department that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted revenue and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the Contractor shall perform duties as outlined in the documents of the RFP, proposal and subsequent contract.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Late Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the Owner with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Negotiation Committee: Committee appointed by the requesting agency that advises and assists the Purchasing office in negotiating a final scope and fee based on offers made in response to written solicitations.

Non-Responsive: A classification of the Proposer that occurs when the Request for Proposal (RFP) response fails to conform to the substantive requirements of the solicitation and/or does not provide information material to evaluation and/or award eligibility.

Notice to Proceed: A written notice sent to the awarded Contractor stating that work may commence on a certain date, following the complete execution of the contract.

Not-Responsible: A classification of the Proposer that occurs when the respondent does not demonstrate the necessary qualifications, experience, capabilities, acceptable past performance, reputation and/or yield favorable information from references to meet the required standards necessary to be eligible for a contract award.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the **process** is purchased back.

Owner: Lancaster County

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills any and all obligations under the contract. The County reserves the right to claim the bond in the event the Vendor fails to perform as required.

Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Price/Revenue: The revenue for performing duties according to the terms of the proposal and subsequent contract as proposed by the Proposer at time of RFP submission. Revenue may be negotiated following a recommendation of the Selection Committee. Revenue is an evaluation factor and is not evaluated by the Selection Committee with the other qualification factors. Revenue is submitted in a separate envelope and is completed according to the Revenue Proposal Sheet included in the RFP documents.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission under the contract for use by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities and services to be provided under the contract.

Proposal: The offer submitted by a proposer in a response to a written solicitation.

Proposer: Company submitting a proposal to an RFP issued by the City/County Purchasing Department.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Public Proposal Opening: The process of unsealing written proposals and closing the RFP in Ebid at the time specified in the written solicitation.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions by all parties involved. Not to be confused with Extension.

Request for Proposal (RFP): A written solicitation for obtaining competitive offers utilizing qualifications and revenues.

Responsible Proposer: A Proposer who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Proposer: A Proposer who has submitted an RFP response which conforms to all requirements of the solicitation document.

Section - A single-sided, title page within the proposal response intended create separate sections for the submittals requested in Section IV. Such sections are to be properly identified, labeled within the RFP submission. It also may be referred to as a section divider

Selection Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics or other items to be provided under a contract.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owner, officers, managers, employees, legally disinterested persons, and sub-contractors or agents and their employees. It shall not include any entity or person who is an interested party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or distributor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Will: See Shall/Will/Must

Work Day: See Business Day.

I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS:

A. PROJECT OVERVIEW:

Lancaster County hereinafter called Owner is requesting proposals from qualified proposers to submit proposal responses for County Corrections Commissary AND Inmate Phone/Visitation Services.

The Owner intends to select two (2) Contractors (1 Commissary and 1 Phone/Visitation) based on the evaluation criteria outlined herein which will accomplish the objectives of the project while incorporating innovative and revenue producing methods.

The successful contractors will be responsible for remaining on established schedules for all services rendered to meet the proposed schedule for the project deliverable(s).

IMPORTANT NOTE: The County will only accept proposals from Commissary and Inmate Phone/Visitation companies working together and submitting a proposal as one firm. The purpose of this is to ensure that the Commissary Company's banking system will work in tandem with the phone company. Any company who doesn't provide a Commissary AND Inmate Phone Service proposal WILL be rejected.

It does not matter if either the Commissary or Phone/Visitation provider submits the proposals.

Following award of both Vendors a contract will be issued by the County to each of the firms. Failure of either company to not meet the requirements of the RFP or the contract documents may mean rejection of both proposals.

A Commissary Vendor may choose to provide a proposal with multiple phone companies and a phone company may choose to provide a proposal with multiple commissary companies. All proposals shall be completed and submitted specific to working with the other company.

B. PROJECT/BACKGROUND INFORMATION:

Lancaster County is requesting proposals for the Corrections Department for a fully operational, flexible, secure and reliable inmate commissary/banking system and inmate phone/visitation services. The provision of inmate commissary and phone/visitation services and the quality/reliability of service are a high priority. Firms who submit a response to this Request for Proposal (RFP) shall be responsible to submit technical solutions based on their programs that meet or exceed the goals and objectives set-forth herein.

The Lancaster County Adult Detention Facility opened in 2013 and has a rated capacity of 786.

The ground floor of the facility has 12 dormitories with 24 beds each. It also has two special needs units.

The first floor of the facility has 6 pods with 64 beds each. It also has 3 special management units, the booking area, an infirmary, and the public lobby.

COMMISSARY SPECIFIC DETAILS

There are a total of 23 kiosks located in the housing areas. Some special management units require that the inmates use paper order forms and offer limited hygiene items only.

There are 3 kiosks located in the public lobby (1), intake (1), and the release lobby (1). There is also a cash deposit located in the intake area.

PHONE/VISITATION SERVICE SPECIFIC DETAILS

Each dormitory requires two (2) wall-mounted inmate telephones and two (2) wall-mounted video visitation units.

The two (2) special needs units require a total of ten (10) wall-mounted telephones, three (3) rolling cart telephones, five (5) wall-mounted video visitation units, and two (2) mobile video visitation rolling carts.

The first floor of the facility has 6 pods with 64 beds each. It also has 3 special management units, the booking area, an infirmary, and the public lobby.

Pods J, K, L, R, and N each require two (2) pedestals and four (4) pedestal-mounted telephones (2 phones per pedestal) and four (4) wall-mounted video visitation units.

I-Pod requires five two (2) pedestals and four (4) pedestal-mounted telephones (2 phones per pedestal), one (1) wall mounted telephone and five (5) wall-mounted video visitation units.

The three (3) special management units require a combined total of six (6) wall-mounted telephones and nine (9) wall-mounted video visitation units.

The Booking, Transport, and Infirmary Areas require a combined total of five (5) wall-mounted telephones, seven (7) rolling cart telephones, five (5) wall-mounted video visitation units, and one (1) mobile video visitation rolling cart.

The Public Lobby video visitation room requires a total of thirty-four (34) video visitation units for public use and an additional three (3) units for professional visitation rooms.

A visitor registration kiosk is required for walk-in registration.

Visitation monitoring station(s) are required. Currently one (1) is located in the First Floor Sergeant's Office.

C. RFP DOCUMENTS

Proposers are to promptly notify the Purchasing Department Staff, prior to the close of the RFP, of any ambiguity, inconsistency or error discovered upon examination of the RFP documents, including, but not limited to the information outlined herein and any information provided in Ebid.

D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS

Important Documents or Available Information:

Current Commissary Contract Documents:
<https://col.ionwave.net/PublicContractDetail.aspx?ctid=109&wid=1&t=ACTI>

Current Inmate Phone/Visitation Contract Documents:
<https://col.ionwave.net/PublicContractDetail.aspx?ctid=109&wid=1&t=ACTI>

Commissary Fee Structure Table – Attached to Ebid Bid Attachments
Commissary Debit Card Max Fees – Attached to Ebid Bid Attachments
Phone Facility Specs - Attached to Ebid Bid Attachments
Phone Call Types and Quantities - Attached to Ebid Bid Attachments
Phone Call Facility Overview - Attached to Ebid Bid Attachments
Phone Call/Visitation Max Rates - Attached to Ebid Bid Attachments

E. CONTRACT PERIOD

The contract for Commissary Services shall be for a period of four (4) years beginning June 4, 2021 with the option for one (1) four (4) year renewal if mutually agreeable between both parties. The contract for Phone Visitation Services shall be for a period of four (4) years beginning August 5, 2021 with the option for one (1) four (4) year renewal if mutually agreeable between both parties. The County reserves the right to extend the original contracts or renewal upon written amendment and agreement by all parties.

F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:

The Owner is seeking a contractor with the following minimum qualifications to be deemed responsible and eligible for evaluation. If your company does not meet and/or exceed ALL the essential qualifications listed, your company is advised to not proceed with preparing and submitting an RFP response to this solicitation.

Confirmation that your company has read, understands and meets the minimum qualifications is to be included in your Proposal submission – see “EXHIBIT 1”. Complete the form, print and include in the proper areas of the RFP response as requested in the submission instructions outlined in Section IV. Failure to include “EXHIBIT 1” in your proposal submission may result in your company being deemed as “Not Responsible” and disqualified from consideration. Meeting the minimum essential qualifications and experience are required elements to be deemed responsible.

1. Phone/Visitation and Commissary providers must have a minimum of five (5) years of successful experience that the Company submitting has been providing the products/services described herein. This experience must be in a similar or larger size facility, and from the company and not through arrangements with sub-contractors or individuals working at former positions, which is requested and evaluated separately.
2. Proposer has the capability to perform the primary functions of this project and/or service – and

This RFP invites qualified proposers to submit responses for accomplishment of the items of work described in **Section III. PROJECT INFORMATION.**

The scope of general and required services identified in this RFP are intended to serve as a general description of anticipated objectives and tasks.

The Owner will rely on the proposer’s competence and experience to work with all Owner departments and divisions in meeting all necessary tasks, providing ongoing quality services and communicating successfully to provide the most effective and efficient products and/or services.

II. PROCUREMENT PROCEDURE

A. AFFIRMATIVE ACTION

The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all proposers and encourages local, minority, and women's business enterprises to participate in our bidding process.

B. RFP APPROACH

The RFP process is designed to be a competitive negotiation platform, where revenue is not the sole determinative factor; also, the Owner has the flexibility to negotiate with a select proposer to arrive at a mutually agreeable relationship.

The Owner reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owner.

C. SELECTION COMMITTEE

A Selection Committee will be assigned the task of reviewing the proposals received.

1. The Selection Committee may request documentation from Proposer(s) of any information provided in their proposal response or require the Proposer to clarify or expand qualification statements.
2. The Selection Committee may also require a site visit and/or verbal interview(s) with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

D. PROPOSAL PROCEDURE

A Proposer must adhere to instructions directly below to create a complete RFP submission.

- 1) Submit **all** documents that comprise the proposal response electronically via the City/County Ebid system and in accordance with the instructions outlined herein in Section IV. Do not include the REVENUE PROPOSAL in the same electronic pdf file as the contents of the written proposal response.

Proposed revenue shall be submitted on the **ATTACHMENT 1 – REVENUE PROPOSAL** in a pdf format, along with any supporting documentation. Such supporting documentation for the REVENUE PROPOSAL needs to be on company letterhead. **This submittal shall be attached in the "Other Attachment" section of Response Attachments** of Ebid titled "REVENUE PROPOSAL".

Both the written proposal response and REVENUE PROPOSAL must be submitted at the same time, as they are part of the award criteria, unless stated otherwise in the instructions.

No hard copies shall be delivered to the Purchasing office. Only documents as an electronic file, presented timely through the Ebid system will be accepted.

- 2) Review submission requirements outlined herein the RFP document and any Addendums.

The RFP must be submitted in its entirety on or before the date and time established for receiving offers or the system will automatically reject. Proposers are highly encouraged to ensure they allow sufficient time to fully prepare and attach all components of their proposal response and complete the attributes in Ebid.

Proposal response submitted by a Proposer other than a corporation must include the name and address of each member. A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof. Any person signing a proposal for a company, corporation, or other organization must show evidence of his/her authority to bind such company, corporation, or organization.

IMPORTANT NOTE: The County will only accept proposals from Commissary and Inmate Phone companies working together and submitting a proposal by one firm. The purpose of this is to ensure that the Commissary Company's banking system will work in tandem with the phone company. Any company who doesn't provide a Commissary AND Inmate Phone Service proposal WILL be rejected.

E. PROPOSER'S OFFER AND REPRESENTATION

The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owner(s) of purchase orders or other contract documents appropriate to the work.

No offer shall be withdrawn for a period of one hundred and twenty (120) calendar days after the time/date established for receiving proposals, and each proposer agrees in submitting an offer.

Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

F. INDEPENDENT REVENUE DETERMINATION

By signing and submitting this RFP, the proposer certifies that the proposal and revenue offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Proposer/Competitor; unless otherwise required by law, the proposal and revenue which have been submitted in this offer have not been knowingly disclosed by the Proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the Proposer to induce any person or proposer to submit, or not to submit, a response for the purpose of restricting competition.

G. PROJECT TIMELINE

The tentative project schedule is listed directly below and is subject to change:

ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Request for Proposal Issued	April 2, 2021
Pre-Proposal Meeting	April 6, 2021 @ 2:00pm
Last day to submit questions for clarification	April 12, 2021
Proposal Submittal Deadline	April 19, 2021 12:00 PM CST
Evaluation period	4/20-4/22
Short-list Notification (If applicable)	4/23
Oral Interviews (If applicable)	May 3
Final Selection	5/6
Scope of services, negotiations and fee	5/6-12
Projected Notice to Proceed – Contract Execution	5/18
Beginning of Commissary Services	June 4, 2021
Beginning of Inmate Phone Services	August 4, 2021

H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS:

The RFP response shall conform to all instructions, conditions and requirements outlined in the RFP and related documents. Prospective proposers shall carefully examine all documents, attachments and requirements associated with this RFP and be responsive to each requirement in the format prescribed. Proposals that do not conform may be deemed non-responsive.

Important: Proposals must be submitted via an electronic Ebid response no later than 12:00 Noon on April 19, 2021 or if extended, then shall be no later than the closing date and time listed in Ebid. Proposers are strongly encouraged to submit timely to allow sufficient time to complete all parts that comprise the RFP submission. **No exceptions to this deadline will be given.** Failure to submit the RFP response via Ebid and/or submit all components as required, that comprise the RFP response, will result in the rejection of the proposal response.

REGISTRATION

Proposer must be registered on the City/County's Ebid site to respond to this RFP.

1. To register, go to the City of Lincoln website www.lincoln.ne.gov
2. Type "bid" in the search box, click on the "Supplier Registration" and follow the instructions to complete the registration.

RFP – WRITTEN RESPONSE SUBMITTALS

For the written response portion – Each Proposer (One for Phone and One for Commissary) shall attach one (1) proposal to the Response Attachment section of the Ebid response in a PDF file format. The title of each RFP response shall be clearly marked with the RFP number and title. All information deemed proprietary/confidential shall also be submitted electronically in a pdf file format by the same deadline in a **separate attachment** and must be clearly identified as "Proprietary/confidential information" labeled with the same RFP number and title. Proprietary/confidential information not attached separately and/or properly remarked will not be handled according to the guidelines outlined herein this RFP document for such classification of information.

IMPORTANT NOTE: The County will only accept proposals from Commissary and Inmate Phone companies working together and submitting a proposal as one firm. The purpose of this is to ensure that the Commissary Company's banking system will work in tandem with the phone company. Any company who doesn't provide a Commissary AND Inmate Phone Service proposal WILL be rejected.

REVENUE PROPOSAL

Revenue is evaluated independently from all other submittals. Proposers are to review the **ATTACHMENT 1 – REVENUE PROPOSAL** document found in Ebid for specific completion instructions.

Proposers must complete and attach one (1) REVENUE PROPOSAL in the "Other Attachment" section of the Response Attachment of the Ebid response in a PDF file format. Do not attach the Revenue Proposal in the same attachment section as the proposal. It shall represent all revenues that would be paid to the Owner responsive to the RFP requirements. Any necessary and/or requested detailed revenue information shall be noted on a separate sheet written on company letterhead and included with the Revenue Proposal attachment.

EBID RESPONSE

All components that comprise the RFP response must be electronically submitted in Ebid on or before the closing date and time of this RFP. The response must contain all requested submittals outlined herein and in Section (IV), be properly organized with divider sections inserted and titled to clearly identify the separate sections within the RFP response attachment. Proposer must also complete the Attributes, Line Item and any other requested sections of Ebid as a part of their RFP response.

ALTERNATE PROPOSALS

No Alternate Proposals will be accepted for this project.

I. PROTECTION OF PROPRIETARY AND TRADE SECRET INFORMATION

Data contained in any proposal or bid (hereinafter "Submission") and all documentation provided therein, become the property of Lancaster County. Upon receipt of any Submission by the City of Lincoln and/or Lancaster County, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln and/or Lancaster County to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln and/or Lancaster County may include the entire proposal or response. The City of Lincoln and/or Lancaster County has no duty to protect proprietary or commercial information and/or trade secrets.

If the Proposer/Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507.

Any and all information the Proposer/Bidder wishes the City of Lincoln and/or Lancaster County to withhold from public disclosure must be submitted in a sealed package which:

1. Is separate from the remainder of the Submission;
2. Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the outside of the package;
3. Individually identifies each separate page as confidential;
4. Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage **and** serve no public purpose.

FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER/PROPOSER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS. NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln and/or Lancaster County will provide the bidder/proposer with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Proposer/Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Proposers/Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Proposer's/Bidder's revenue proposals may not be marked as proprietary or commercial information/trade secrets and are deemed to be a public record in the State of Nebraska. Failure of the Proposer/Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other proposers/bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:
Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Proposers/Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

J. COPYRIGHT AND POSTING WAIVER

Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, it shall be implied that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

To facilitate public postings, except for proprietary information, the City of Lincoln/Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City of Lincoln/Lancaster County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, revenues, and expenses of every nature, including investigation revenues and expenses, settlement revenues, and attorney fees and expenses, sustained or asserted against the City of Lincoln/Lancaster County, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

K. RFP CLARIFICATION AND ADDENDA

Clarification and Question Procedures

Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of RFP and related bid documents.

Proposers desiring clarification or interpretation of the specification and related RFP documents shall make a written request which must reach the Purchasing office to the attention of the contact name listed on or before the "Last day to submit questions for clarification" shown Section III. G. PROJECT TIMELINE unless otherwise modified through an Addendum.

All inquiries requesting clarification, interpretations and/or deviations regarding the Request for Proposal or other related documents shall be submitted in writing, via email, **during** the clarification period to the contact name listed below at the City/County Purchasing office:

Name: Bob Walla
Department: City/County Purchasing
Email: rwalla@lincoln.ne.gov

These inquiries and/or responses shall be distributed to prospective proposers electronically as an addendum via Ebid.

All inquiries regarding the submission of the proposal through Ebid or providing written instructions of the submittals may be made via email or phone to the City/County Bid Line in the Purchasing Office:

Bid Line Phone Number: 402-441-8103

Interpretations, corrections and changes made to the RFP or Ebid documents will be issued electronically via addenda in Ebid. It is the Proposer's responsibility to review all Addendums issued prior to bid response.

Oral interpretations/changes to the RFP and related documents made in any other manner than written form, will not be binding on the Owner; Proposers shall not rely upon oral interpretations.

Addenda procedure:

Addenda are instruments issued by the Owner prior to the date for receipt of offers which modify or interpret the Request for Proposal and related documents by addition, deletion, clarification or correction.

No addendum will be issued less than three (3) calendar days prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

Proposers shall acknowledge receipt of addendum in the attribute section of Ebid at the time of response. Failure to do so may result in the proposal being rejected.

L. PRE-PROPOSAL CONFERENCE (Not Mandatory)

A Pre-Proposal Meeting will be held at the facility on Tuesday April 6, 2021 at 2:00pm. Facility is located at 3801 West O Street, Lincoln, NE. Check in at the main entrance. **Only one person from each company is allowed to attend the meeting and must wear a mask that covers the mouth and nose at all times.** All other safety protocols in the facility must be followed as well.

M. REVENUE/COMMISSION

All revenues, and terms and conditions outlined in “**ATTACHMENT 1 – REVENUE PROPOSAL**”, and/or revised during negotiations shall remain fixed and valid commencing at contract execution through the end of the first term or upon termination.

N. WRITTEN CLARIFICATIONS

Formal request(s) for written clarification may be made to one or more Proposers during the written evaluation period which are specific to an individual Proposer.

Written clarifications are intended to occur prior to any oral interviews being held and will outline the specific elements of the RFP response. The purpose of obtaining written clarification is to assist the Selection Committee members in determining if the RFP response submitted meets the RFP requirements and if the Proposer will move forward in the evaluation process. If deemed necessary, written clarification requests may also occur after Oral Interviews.

Such requests shall be provided to the Proposer through a written request for clarifications, sent via email, and will detail the specific items of the RFP response requiring clarification.

Failure of a Proposer to submit the written clarification response with all the information requested by the date provided in the written request, may result in the Proposer being deemed non-responsive and exclude the Proposer from receiving further consideration of their RFP response.

O. ORAL INTERVIEWS

The Owner may determine after the completion of the Written Evaluation and any necessary written clarifications that oral interviews/presentations and/or demonstrations are required to determine the successful Contractor.

In the event interviews are conducted, all proposers may not be granted an opportunity to interview/present and/or give demonstrations; the Owner reserves the right, in its discretion, to select only the top scoring proposers to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the written evaluation.

1. The Owner will contact those short-listed proposers to schedule interviews.
2. Interviews will include a formal presentation and a question and answer session based upon subject matter provided by the Owner in advance of the interview.

The presentation process will allow the proposers to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Proposer's key personnel, identified in their proposal, may be requested to participate in the structured interview to ascertain their understanding of the requirements of this proposal, their authority and reporting relationships within their company, and their management style and philosophy. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the proposer, but the owner reserves the right to refuse or not consider the offered materials. Proposers shall not be allowed to replace their written proposal information by altering or amending the proposals in the interview process.

Note: The Owner reserves the right to conduct Interviews in-person or through other methods such as, but not limited to, video presentation, telephone, zoom meetings, etc.

Once the oral interviews/presentations and/or demonstrations have been completed the Owner reserves the right to make an award without any further discussion with the proposers regarding the proposals received.

Any revenue incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the proposer and will not be compensated by the Owner.

The Owner will contact the awarded contractor, by email, after all the interviews have been completed and the Owner has had sufficient time and information to discuss and rank the proposers.

P. AWARD AND NEGOTIATIONS

The resulting contract from this RFP will be awarded to the Proposer who has been deemed responsible, responsive to the requirements outlined herein, in most cases, has received the highest-ranking scores, and whose services and/or products have been determined by the Selection Committee to be the most advantageous to the Owner.

Such determination that identified the highest ranked proposer offering shall be based on the selection committee's resulting scores from the evaluation criteria set forth in **Section IV.** and, proposers' performance in any oral interviews conducted.

The Owner reserves the right to make an award based on the "written evaluation" without holding oral interviews. Whereby, the scores from the "written evaluation" shall be the final ranking of the best qualified proposer.

The Owner reserves the right to seek additional information from Proposers through various methods such as, but not limited to, multiple rounds of Oral Interviews, demonstrations, written clarification, information, and research at various stages of the process for the Selection Committee to make a final decision. All awards will be made in a manner deemed in the best interest of the Owners.

The successful Proposer shall receive information from the Owner and/or meet with Owner's Representative(s) to negotiate an initial detailed work plan, finalize the scope of services and the Revenue Proposal.

If the Owner is unable to arrive at an agreement with the top ranked proposer, the Owner retains the sole right to move on to negotiations with the second (then third, etc.) ranked proposer. Contract to be executed will be based on a Revenue Proposal/Fee Schedule with a "not to exceed total" for total expenditures agreed upon in negotiations.

Q. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

Proposer shall respond to the Attribute in Ebid regarding Sole Proprietorship and complete all documentation as required by the State of Nebraska as instructed.

R. ETHICS IN GOVERNMENT CONTRACTING

The Owner reserves the right to reject proposals, overturn an award notification and/or terminate a contract if it is discovered that a Proposer commits or has committed ethical violations, such as but not limited to, the following offenses:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the procurement process.
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the procurement process.
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any local, state or federal entity.
4. Submitting a proposal on behalf of another party or entity.
5. Collusion with any person or entity to influence the procurement process, submit sham proposals, preclude bidding, fix pricing or revenues, create an unfair competitive advantage, subvert the RFP or prejudice the Owner.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Proposer must include any deviations from the RFP and the proposed replacement language on company letterhead and attach to the section as required in the Submittal portion outlined herein the RFP. Failure to include deviations will be interpreted to infer that Proposer agrees to all terms as outlined in the Specifications and RFP documents with no deviations.

The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner.

Deviations that are not acceptable to the Owner and are not negotiable by the Proposer may result in the Proposer being deemed "Non-responsive" and rejection of the RFP response.

T. ANTI-LOYBBYING PROVISION

During the period between the advertised date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any City/County Elected Official or Owner Staff except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations sent or provided directly to the City/County Purchasing Department

U. SITE VISITATION

Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance. The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

If the project is in a designated non-public area, Proposers are not allowed to visit the sites except for a Pre-Proposal Meeting or upon written approval by the City/County Purchasing Department.

V. REFERENCE CHECKS

By submitting a proposal in response to this RFP, the proposer grants to the Owner the right to perform reference and/or credit checks to verify characteristics, such as but not limited to experience, skills, reputation, judgement and/or the capacity to perform the contractual obligations resulting from this RFP. The Owner shall use the submittals requested in Section IV. of this RFP (Summary of Proposer's Experience) as references. Further, the Owner reserves the right to request additional information related to experience and financial documents if deemed necessary to ascertain the Proposer's ability to meet the requirements outlined herein and in other related RFP documents.

Unsatisfactory information obtained from any references and/or credit checks performed may be grounds to reject a proposal, withdraw an Intent to Award or rescind the award of a contract. A proposer may not use work performed for their own company as a reference to substantiate performance.

W. AWARD NOTIFICATION

The successful Contractor will receive a notification, via email, advising the details of their award along with preliminary instructions. All non-successful proposers, who received correspondence on this RFP, will receive email correspondence notifying they did not receive an award.

X. DEBRIEFING

The Owner does not provide verbal or written debriefing sessions regarding any part of the RFP solicitation process.

Y. ENTIRE AGREEMENT

The resulting contract awarded shall constitute the complete and entire agreement between the Owner and the successful Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written that are not incorporated as a part of the Contract. See "Sample Contract" in the Attachment section of Ebid.

III.A. PROJECT INFORMATION – COMMISSARY SERVICES

Proposers are to review this section, prepare and submit a "Technical Proposal" outlining detailed responses to items listed below. Submittals within **Section 2 of the Proposal Response** shall correspond with this information.

The County will only accept proposals from Commissary and Inmate Phone companies working together and submitting a proposal by one firm. The purpose of this is to ensure that the Commissary Company's banking system will work in tandem with the phone company. Any company who doesn't provide a Commissary AND Inmate Phone Service proposal WILL be rejected.

SUBMIT THE INFORMATION BELOW FOR COMMISSARY SERVICES IN SECTION 3 IN THE ORDER AS THE CATEGORY'S ARE LISTED BELOW. USE THE SPECIFIC TITLES IN YOUR RESPONSE IN ORDER FOR EVALUATORS TO FOLLOW ALONG IN AN ORDERLY MANNER.

A. TECHNICAL CATEGORY A – COMMISSARY SERVICES

1. SCOPE OF WORK

The Vendor shall provide services including labor, material, and goods necessary to provide commissary services for inmates of the Lancaster County Adult Detention Facility located at 3801 West O Street, Lincoln, Nebraska 68528. The average daily population for fiscal year 2019 was 629 and for fiscal year 2020 was 590. The number of inmates will vary. Gross commissary sales were \$345,905 for fiscal year 2019 and \$338,745 for fiscal year 2020. Gross vending sales were \$236,110 for fiscal year 2019 and \$241,314 for fiscal year 2020. Items such as food, candy, dried coffee, and hygiene items will be sold on a weekly basis through inmate ordered commissary and on a continual basis through vending machines in the pod and dormitory areas. Vendor must supply a "Direct Debit" inmate vending program. Tobacco products will not be sold, as the Facility is a non-smoking facility.

The Vendor will supply sufficient personnel to deliver commissary orders to each housing area weekly and to ensure the vending machines are kept stocked (currently a full-time staff member is on site Monday – Friday).

Commissary personnel will be required to obtain a signature on each order when delivered.

All items for the weekly delivery will be brought in during the week of delivery. Each inmate's order will be pre-bagged at the vendor's warehouse and distributed by Vendor staff.

The Vendor will provide delivery of approved commissary products to the Adult Detention Facility premises in accordance to an approved weekly schedule. Currently it takes approximately 2 days to deliver commissary to all housing areas.

The delivery schedule may be modified as the population increases or as negotiated by the Vendor and the County.

The products delivered must be limited to the approved product inventory list as revised from time to time in accordance with contract provisions.

The Vendor shall provide credits for commissary products not delivered due to inmate releases, transfers, or errors and must explain in detail how such credits are applied to the individual inmate accounts and the timing of such credits.

Vendor must be able to restrict commissary orders as to items and amount based on location and by inmate based on facility-imposed or dietary restrictions as deemed necessary for the effective, safe, and secure operation of the Adult Detention Facility and management of inmates. Maximum dollar limitations per order will be established by the County.

The County reserves the right to designate the number of commissary selection days allocated for participation by the inmates. The County will notify the Contractor thirty (30) days in advance prior to instituting a change in the number or selection of days and/or times of the week.

The Vendor will provide a weekly invoice for commissary products ordered and delivered and for commissary products purchased via vending. The report will include the commissions earned and a separate billing for special packages/indigent commissary orders. The Corrections Director or designee has final authority in all matters relating to commissary services within the Facility. The Vendor shall provide the County a commission on sales.

In addition to commissary items, the Vendor shall provide a full inmate fund accounting system. The system will require:

The ability for funds to be placed on an inmate's account via a secure website, phone, walk-in cash locations, and detention facility kiosks.

The ability for inmates to view their account and place orders with their funds via housing unit kiosks, booking kiosks, and paper order forms when necessary.

The ability for inmates to utilize their inmate account to place phone calls. Interface with the phone system vendor is required and the deductions will be "direct debit". The County will not sell phone cards for this purpose.

The ability to issue debit cards to inmates upon release.

Installation

Turnkey Installation - The Vendor shall be responsible for all costs associated with the inmate commissary system, including but not limited to purchase of equipment, installation, service, maintenance, data network, and day-to-day operations. The County shall have no responsibility for any costs associated with the system, system integration or interfacing, or the installation of the system. This includes any additional equipment installed while the contract is in effect.

The Vendor is responsible for determining all wiring and software requirements and expenses associated with the conversion of service from the current inmate commissary system provider to the successful new service provider. The Vendor shall coordinate all details of transitioning services from the current service provider.

Chosen vendor staff will be required to be fingerprinted and successfully complete a background check.

Service and Support

Wherever "maintenance" is specified in this section, it shall mean "all vendor-provided software, hardware, and interfaces" and shall include equipment repair and/or replacement in addition to software support, software updates, and/or software upgrades.

The Vendor shall be responsible and available for maintenance and support on a twenty-four (24) hour, seven (7) day per week basis. Maintenance and support shall also include availability to Corrections personnel for day-to-day operational and accounting issues as well as availability and expertise to Corrections Department accounting personnel for problem resolution related to daily, weekly, and/or monthly balancing issues and month-end/year-end reporting issues. Such availability and the guaranteed maximum amount of time for resolution once a request for assistance is made must be specifically identified in the RFP response.

The Vendor will describe, in detail, their company's service and maintenance program including remote access, diagnostics, downloading, and troubleshooting. Vendor should be capable of using a secure remote access.

All cost/charges for maintenance, support, and repair of all software and vendor-provided equipment will be borne by the Vendor and will not be deducted from any commissions.

All shipping and handling charges associated with equipment being returned, serviced, or replaced will be the responsibility of the vendor.

During the term of any contract awarded as a result of the RFP, the Vendor agrees to provide maintenance to diagnose problems, determine proper solutions and:

Implement any required solutions, changes, modifications, updates or other services which are necessary to allow the software, vendor-provided hardware, interfaces with County-owned equipment and any other vendor-provided commissary equipment to perform in accordance with the specifications as set forth in the RFP.

Upgrade the vendor-provided software and/or hardware as required. All software and/or hardware upgrades, fixes, or patches must be full QA'd prior to implementation, and the appropriate/designated County staff members must be notified in a timely manner prior to such implementation.

Provide 24x7 support via a toll-free phone number over which we speak with a person.

Vendor shall provide the number of support facilities and their location.

Systems backups will be performed in a timely manner, and the vendor will ensure the appropriate/designated County staff members are properly notified of any issues or downtimes when any type of maintenance is performed.

The Vendor must own, install, and support all vendor-provided software, servers, and kiosks utilized in the facility.

The vendor must provide County personnel with Administrative Remote Access for the accounting/banking software.

The Vendor shall provide effective on-site training to the County as may be required or requested by the County up to 10 hours. This will include, but not be limited to, necessary training for Detention and Accounting personnel on Vendor's software and hardware if applicable. The Vendor will be responsible for inputting all commissary orders and, if requested, will supply all commissary order forms. The training will be a "hands on" training for the staff to ensure a complete understanding of the software being introduced to the County.

The County shall not be responsible for damage to vendor-provided equipment that may occur as a result of an inmate's use or vandalism of the equipment. The County will make all reasonable efforts to prevent such acts.

Security

This project requires access to multiple areas within the Adult Detention Facility and access to confidential County information. As such, the successful respondent and associate personnel must pass a background check prior to the start of work and prior to access to the facility is allowed. The background checks will be completed by Lancaster County and may include, but is not limited to, a reference check, criminal history check and active warrant check.

Vendor staff and their private vehicles, clothing, packages, mail, lockers, etc., when located on ADF grounds are subject to search, consistent with policies and procedures and/or applicable laws.

All on-site Vendor staff shall dress appropriately and display proper ADF-issued identification at all times.

Any Vendor employee in violation of Corrections Department policies, procedures, and/or security regulations may be denied access to the facility. Should access be denied, the successful respondent shall remove the employee immediately and replace the employee with a suitable substitute, as approved by the County, at no additional revenue.

Commissary Pricing and Accountability

Vendors must submit a complete list of available commissary items including the cost of each item. A copy of the current pricing for all commissary items shall be on file with the County. Vendor must maintain the commissary pricing submitted for the first year of the contract.

The County must be notified, in writing, of any proposed increases or decreases in the rates charged and MUST approve in writing any such change in any cost prior to any cost adjustment. Increases in commissary pricing will only be considered to coincide with contract anniversary dates starting on day one of the second year of the contract. The County reserves the right to reduce increases or deny increases that, in the County's view, are excessive or exorbitant. Cost increases shall never exceed the Midwest Region CPI for food away from home from the most current report.

The County is sensitive to pricing practices that could be construed to be unfair pricing or price fixing.

Implementation of any change in commissary pricing (increase or decrease) which has not been approved in advance by the County in writing shall be grounds for termination of the contract.

The County must give prior approval of each item sold on commissary. Approval/denial of item(s) will be based upon safety/security concerns, building maintenance, medical concerns, etc.

Implementation of any change in commissary items offered which has not been approved in advance by the County in writing shall be grounds for termination of the contract.

Vendor is responsible for paying sales tax.

The commission/revenue offered to the County shall be based on total gross sales revenues, with no deductions for fraud, bad debt, or uncollectible accounts. No deduction shall be made for any cost of providing the service described.

Non-commissioned items will include stamped envelopes, postage stamps, indigent kits, admission kits, and on-site/special commissary items sold by the Institution.

The Vendor shall be paid MONTHLY based on an invoice accompanied by an inmate commissary commission and summary report which shall include, at a minimum, the following information:

Date of Report

Reporting Period

Total Gross Revenue (with regular commissary and vending shown separately)

The amount of taxes paid by Vendor.

Commission Amount (Total sales less tax and non-commissioned sales).

Summary report shall be submitted to County no later than the 10th of each month for the previous month sales.

Failure to accurately document gross sales and commissions on a regular, monthly basis shall be grounds for cancellation, without penalty, of any agreement executed as a result of this RFP.

The County reserves the right to audit sales and commissions on an annual basis. In the event that any error to the detriment of the County is found (whether an unauthorized deduction or other type of error) the vendor shall be responsible for immediate payment of that amount.

B. TECHNICAL CATEGORY B - COMMISSARY SERVICES

Vending Services

The Vendor must supply a "Direct Debit" inmate vending program. This service must:

Include sufficient vending machines as follows:

Supply vending machines to service inmates in twelve (12) dormitories, each housing a maximum of 24 inmates. Vendor will also supply one (1) microwave for each of the twelve (12) dorms.

Supply vending machines in the six (6) general population housing units. Each unit houses up to 64 inmates so multiple units will be required.

Include necessary labor to keep the vending machines stocked with product.

All vendor-provided vending shall be tamperproof kiosks suitable for use in a jail. All machines will be mounted firmly to the wall in a secure manner and approved by the County's designee.

Allow for the direct use funds from the inmate's trust account to cover vending purchases.

Allow charges to be posted in real-time to the vendor's accounting system.

Have the following Inmate Identification Options Available:

Primary will be QR Code scans from the inmate ID bracelet.

Back-up method, if supplied, will be Manual entry with the following requirements:

Protect transactions via a PIN #.

Allow inmates to change their own PIN #.

Display BOTH the inmate's account balance AND spending balance PRIOR to and AFTER a transaction.

Have the ability to impose a spending limit on vending sales over a specified timeframe.

Have the ability to restrict use of the service, per inmate.

Have the ability to restrict, per inmate, what items can be purchased from the vending machines.

Have the ability to restrict an inmate's use to the machine(s) designated to his/her housing unit.

Display inmate's previous purchase history.

Allow an inmate to lock his/her account from vending purchases being applied.

Have the ability to remotely disable vending on all machines.

Generate reports, both summary and detail, on vending sales, per a user-specified date/time range. Detailed reports include the inmate name, inmate ID, amount of purchase and the date and time of each transaction. Reports can be run on each individual machine.

C. TECHNICAL CATEGORY C – COMMISSARY SERVICES

Equipment/Software – Inmate Kiosks

All commissary equipment provided shall be new and completely operational at cutover. The vendor will further ensure that all equipment continues to be operational through the duration of the contract period.

Inmate kiosks will be capable of providing the following information to the inmate: Current account balance (balance available or balance owed), account history (including all past transactions), commissary order entry (must be bilingual), capability to manage and post the inmate handbook, inmate schedule, inmate menus, inmate worker job duties, library book check-out, etc. and have the ability for the Corrections Department to post other information. These capabilities are to be presented on the kiosk in a page format – not a rolling/scrolling manner. Sample screen shots should be included, and any other kiosk capabilities should be clearly identified and explained.

The inmate kiosks will be capable of allowing inmates the ability to submit requests to staff via a "kite". This communication between staff and inmates will be able to be initiated by both parties.

All vendor-provided inmate kiosks shall be tamperproof kiosks suitable for use in a jail. All vendor-provided inmate kiosks will be mounted firmly to the wall in a secure manner and approved by the County's designee.

The Vendor will address other software capabilities to include scheduling of medical appointments, haircuts, kites, and any other functionality including the system's ability to deliver messages to inmates through the kiosks.

The Vendor must own, install, and support its own software and any servers, kiosks and any other hardware provided. None of these factors can be performed, supported, or owned by a third party.

Technical support must be provided, at no additional charge, by the Vendor's dedicated technical staff, 24 hours per day, and 365 days per year via a toll-free phone line.

Installation, training, and technical support must be provided by the Vendor's dedicated technical staff and may not be provided by a third party.

The Vendor-owned commissary software must be directly linked to the Vendor's host billing system so that purchases and credits posted in the commissary software will automatically generate the Vendor invoices and credits.

Any revenues for required interfaces or integration with a 3rd party's software must be paid by the Vendor.

Each vendor must describe their previous experience in successfully integrating with Jail Management systems including details on the process and the level of integration. Each vendor will provide a list of Jail Management systems with which their system is capable of integrating.

Vendor software must be able to interface with the designated inmate telephone vendor's software to enable phone time charges to be deducted from the inmates' accounts. Respondents must agree to interface with the designated inmate telephone vendor's system.

Each vendor will describe the evolution and provide a timeline in its software development.

Proper backups will be performed on the system in a timely manner.

The audit trail must not be alterable by any person.

Upgrades must be included free-of-charge as part of the vendor-provided maintenance.

There should be a web-based, remote access feature included with the system.

There must be no cost to the County to integrate with the current Inmate Management System. Data transfers must transfer to and from the Inmate Management System at any frequency requested by County. Transfers back and forth must be accomplished via FTP (not SFTP).

Training must be provided to Corrections Department IT employees to provide first line of support for system. Vendors shall describe how training will be provided to Corrections Department staff.

Vendors shall detail the client configuration for Commissary kiosks.

Vendors shall detail the documentation as to how transactions are reflected in the system, describe how adjustments and/or corrections are entered into the system, and the related audit trail.

Direct Deposit Services

Vendors must provide technology, free of charge to the County, which allows family members and friends to deposit funds into an inmate's account by these four methods at a minimum. (Any other methods available should be described as well).

- Secure Website (credit/debit card, electronic check)
- Toll-free number/call center available 24 hours per day (credit/debit card, electronic check)
- Lobby kiosk (cash or credit/debit card) in main facility
- Walk-in locations (cash or credit/debit card)

All deposit methods must be linked with the vendor's software so that the deposits are transferred on a real-time basis electronically to the inmate's account.

Vendors must provide the designated Corrections Department employees with a password and username to securely access the online interface. This access must allow such designated employees to perform the following functions:

- Download monthly reports
- Investigate and supervise payments

Vendor must guarantee all payments, eliminating the County from liability for fraudulent or cancelled payments.

There must be an ability to provide law enforcement access to the funds held in the cash kiosks for investigative purposes in compliance with any court order.

Vendors must provide primary, bilingual customer support for these services.

The system must be available 24 hours per day, 7 days per week, and 365 days per year.

Each vendor must include a complete list of all fees associated with deposit services. In addition, the County requires that the vendor provides a mechanism for the cash payment of work release fees, bond payments, bond fees, and booking fees at no charge which needs to be described in detail. Fees shall be submitted on the document provided as part of the Cost Proposal. Vendors shall reference the Max. fees allowed in Commissary Attachment 1 and 2.

The vendors must describe in detail how the BOND Module functions. This functionality should include how bond payments are processed, how money is added to the BOND account, etc. Any limits on the amounts of money that can be deposited at one time must be described.

The County expects that the system can accommodate a deposit of less than \$10,000 dollars (in compliance with the Federal Bank Secrecy Act).

Vendors shall detail how cash for BOND payments is accepted.

Vendor will be responsible for providing armored car service for kiosk cash pickups, at no cost to the County.

Accounting Software

Vendors shall provide a detailed description of the capabilities and features of their specific accounting software.

Such software will be provided at no charge and will be used as the primary inmate fund accounting system.

The vendor will ensure that the latest software version is utilized, and that upgrades, and modifications are provided at no charge.

The software must be able to maintain a permanent record of activity for each individual inmate, including a full accounts receivable capability for recoverable.

The software must be able to provide various reports on gross sales, total sales by item, location, and by individual inmate.

The accounting system must be accessible on-site and allow remote access.

The accounting system and associated commissary ordering system should meet or exceed the following requirements:

The accounting system must be a dual entry general ledger accounting system that is based upon and adheres to Generally Accepted Accounting Principles (GAAP).

The accounting system should have the ability to generate a "positive pay" file for all checks written.

The accounting system must allow us to determine the fiscal period.

The accounting system must provide a mechanism for any bank-related overages or shortages to be recorded.

The accounting system must allow journal entries to be made in the general ledger by accounting staff.

The accounting system must have the ability to apply payments to various recoverables at percentages defined by the Corrections Department and/or debt priorities as determined by the Corrections Department.

The accounting system must allow transactions (charges, payments, and corrections) to be posted on inactive inmate accounts and should allow payments to be accepted and posted to inactive inmate accounts via all payment mechanisms (secure website, phone, mail, walk-in cash location, lobby kiosks).

The accounting system must allow the creation of separate accounts for all inmate transactions including accounts that are not related specifically to commissary, such as work release fees, booking fees, restitution, etc. The system must allow fees to be charged and credited for these items.

It is preferable that the accounting system have the capability to charge certain types of fees automatically and/or to allow staff members to upload certain types of fees to various inmate accounts in lieu of charging each inmate account individually.

The accounting system should include a safeguard to ensure all debt is collected prior to issuing any form of payment to an inmate upon release.

The accounting system must allow inmates to either receive a debit card, or check as a back-up method, upon release.

At the time of release, the debit card (or check) amount should be automatically determined by the system based upon the actual inmate account balance including any commissary or phone credits and net of any outstanding debt.

Respondents should also describe in detail how a commissary order that is undeliverable due to the inmate's release is addressed.

The system should automatically collect any outstanding debt prior to releasing a check or debit card to the inmate.

The ability to override automatic debt collection must be provided.

Commissary orders must be deducted from the inmate accounts and commissary credits must be posted to the inmate accounts in real-time.

The accounting system must have the ability to merge inmate accounts, to include the transaction and debt history, in the event that an inmate has two accounts.

The accounting system must allow for an inmate account to be frozen when necessary.

Vendors must describe how inmate information can be manually added/updated in the event of an inmate release if the Inmate Management system connectivity is interrupted.

Receipts must print automatically for each inmate account transaction including deposits upon arrival, withdrawals when released, etc. A customized system-generated statement must also print automatically for inmates being released with outstanding debt.

Describe how money is collected from an incoming inmate, keeping in mind that Corrections personnel should have minimal contact with currency. Include as much detail as possible relative to the types of payment accepted at each kiosk and indicate any fees charged to the inmate for non-cash forms of payment if applicable.

See Commissary Attachment 1 and 2 regarding the maximum fee amounts allowed by the County.

An inmate commissary account must be established or reactivated upon booking into the facility and populated with the refreshed information available through the Inmate Management system.

The system must have an audit history reflecting the user, date, and time for each transaction posted to the inmate accounts including any account changes/updates.

The system must limit inmate commissary purchases based upon the balance available in the inmate's account, dietary restrictions, classification, current jail policies, and/or housing assignment.

The system must have the ability for the Corrections Department to prioritize the application of incoming funds on inmate accounts relative to individual types of debt balances and commissary funds available for commissary-related purchases, phone time, and restitution.

The vendors must describe and illustrate how inmate account activity is displayed to the inmate and how it is displayed to jail personnel (if different).

The system must be able to provide inmate history upon termination of the contract.

D. PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION

1. **PROJECT PLANNING AND MANAGEMENT – COMMISSARY SERVICES**
Provide a complete project schedule for transition from the current provider to the commissary services agreed to in an awarded contract.

END OF TECHNICAL RESPONSE INFORMATION FOR COMMISSARY VENDORS.

III.B. PROJECT INFORMATION – INMATE PHONE/VISITATION SERVICES

Proposers are to review this section, prepare and submit a "Technical Proposal" outlining detailed responses to items listed below. Submittals within **Section 2 of the Proposal Response** shall correspond with this information.

The County will only accept proposals from Commissary and Inmate Phone companies working together and submitting a proposal by one firm. The purpose of this is to ensure that the Commissary service will work in tandem with the phone company. Any company who doesn't provide a Commissary AND Inmate Phone Service proposal WILL be rejected.

SUBMIT THE INFORMATION BELOW FOR PHONE/VISITATION SERVICES IN YOUR RESPONSE IN THE ORDER AS THE CATEGORY'S ARE LISTED BELOW. USE THE SPECIFIC TITLES IN YOUR RESPONSE IN ORDER FOR EVALUATORS TO FOLLOW ALONG IN AN ORDERLY MANNER.

TECHNICAL CATEGORY A – PHONE/VISITATION SERVICES

Scope of Services

The Lancaster County Department of Corrections is requesting proposals for a fully operational, flexible, secure and reliable inmate telephone and visitation system. The provision of inmate telephone and visitation services and the quality/reliability of service are a high priority. Firms shall be responsible to submit technical solutions based on their programs that meet or exceed the goals and objectives set-forth herein.

Installation Requirements

Turnkey Installation - The Vendor shall be responsible for all expenses associated with the inmate telephone and video visitation systems, including but not limited to purchase of equipment, installation, cabling and conduit, service, maintenance, voice network and transmission, data network, and day-to-day operations. The County shall have no responsibility for any expenses associated with the system, system integration or interfacing, or the installation of the system. This includes any additional equipment installed while the contract is in effect.

The Vendor is responsible for determining all wiring and software requirements and revenues associated with the conversion of service from the current inmate commissary system provider to the successful new service provider. The Vendor shall coordinate all details of transitioning services from the current service provider.

Chosen vendor staff will be required to be fingerprinted and successfully complete a background check.

Security

This project requires access to multiple areas within the Adult Detention Facility and access to confidential County information. As such, the successful respondent and associate personnel must pass a background check prior to the start of work and prior to access to the facility being allowed. The background checks will be completed by Lancaster County and may include, but is not limited to, a reference check, criminal history check and active warrant check.

Vendor staff and their private vehicles, clothing, packages, mail, lockers, etc., when located on ADF grounds are subject to search, consistent with policies and procedures and/or applicable laws.

All on-site Vendor staff shall dress appropriately and display proper ADF-issued identification at all times.

Any Vendor employee in violation of Corrections Department policies, procedures, and/or security regulations may be denied access to the facility. Should access be denied, the successful respondent shall remove the employee immediately and replace the employee with a suitable substitute, as approved by the County, at no additional cost.

Service and Support Requirements

Wherever "maintenance" is specified in this section, it shall mean "all vendor-provided software, hardware, and interfaces" and shall include equipment repair and/or replacement in addition to software support, software updates, and/or software upgrades.

Successful Contractor shall be responsible for maintenance support on a twenty-four (24) hour, seven (7) day per week basis.

Successful contract will provide a full time service and site Administrator. An office area is located at the ADF for this person.

County will screen and approve the selected Administrator.

The County will not be a "beta site" for unproven technology. For all technology proposed, your references must include at least two sites where this technology has been in service as an integrated part of the proposed inmate telephone system, inmate visitation system, and tablet system for at least 6 months.

The Vendor will describe, in detail, their company's service and maintenance program. Include secure remote programming, diagnostics, downloading and trouble-shooting.

The Vendor shall describe how the phones are polled, how often, and what information is gathered during remote diagnostics.

All expenses for maintenance, support, and repair of all software and vendor-provided equipment will be borne by the Vendor and will not be deducted from any commissions.

All shipping and handling costs associated with equipment being returned, serviced, or replaced will be the responsibility of the vendor.

During the term of any contract awarded as a result of the RFP, the Vendor agrees to provide maintenance to diagnose problems, determine proper solutions and:

Implement any required solutions, changes, modifications, updates or other services which are necessary to allow the software, vendor-provided hardware, interfaces with County-owned equipment and any other vendor-provided telephone and visitation equipment to perform in accordance with the specifications as set forth in the RFP.

Upgrade the vendor-provided software and/or hardware as required. All software and/or hardware upgrades, fixes, or patches must be full QA'd prior to implementation, and the appropriate/designated County staff members must be notified in a timely manner prior to such implementation.

Provide 24x7 support via a toll-free phone number over which we speak with a person.
Discuss the number of support facilities and their location.

Successful Vendor shall respond to a telephone request for maintenance immediately after the initial notification.

Systems backups will be performed in a timely manner, and the vendor will ensure the appropriate/designated County staff members are properly notified of any issues or downtimes when any type of maintenance is performed.

Telephone support shall be available to accept calls from inmate call recipients and visitors (friends/family) regarding customer service, billing, and prepaid account setup and funding twenty-four (24) hours-a-day, seven (7) days-a-week. Vendor should describe the location of their customer service call center(s).

The Vendor is responsible for all shipping and handling costs for equipment requiring repair, equipment servicing, or replacement.

The Vendor must own, install, and support all vendor-provided software, servers, tablets, and kiosks utilized in the facility.

The Vendor shall provide effective on-site training to the County as may be required or requested by the County. This will include, but not be limited to, necessary training for County personnel and law enforcement agencies on Vendor's software and hardware if applicable. The training will be a "hands on" training for the staff to ensure a complete understanding of the software being introduced to the County.

The County shall not be responsible for damage to vendor-provided equipment that may occur as a result of an inmate's or member of the public's use or vandalism of the equipment. The County will make all reasonable efforts to prevent such acts.

B. TECHNICAL CATEGORY B – PHONE/VISITATION SERVICES

Video Visitation and Visitation Scheduling/Management

Visitation Management: The Vendor must offer a visitation registration and scheduling module that is fully integrated with the phone system and ADF's Inmate Management System. The scheduling module must allow friends, family, and attorneys to register for and schedule contact and non-contact visits online, with options to use a dedicated scheduling terminal in the lobby or an offsite computer with internet access.

The Visitation Management System (VMS) must be flexible to accommodate complex visitation rules and policies that vary based on multiple criteria, such as visitor type, visitation hours, housing restrictions, specific inmate or visitor restrictions, and other policies and rules.

To reduce the burden of data entry on staff, the VMS must utilize an Open Standards architecture to enable integration with other jail systems, including the Inmate Management System, with configuring the integrations to be paid for by the Vendor.

The Inmate Management System interface must be used to automatically update the inmate information in the Video Visitation System (VVS), including their name, location within the facility, and their current visitation privilege status.

The visitor must be presented with, and accept, Facility visitation rules as a required component of the registration process and the scheduling process for each visit.

Both the inmate and visitor(s) must be informed that all visits are recorded and may be monitored.

The VMS must allow authorized Facility staff to deny or suspend previously approved visitors. The system shall require the staff to enter notes as to the reason for the denial or suspension of visits.

The County must have the option of approving visitors who have registered prior to allowing them to schedule a visit.

The registration process must allow for professional visitors to request unrecorded visits subject to review and approval by the County.

The scheduling system must allow visitors to schedule a visit only on the dates and times available based on the visitation rules and availability of the inmate and visitation station. A mandatory component of this feature is the ability to prevent "keep separate" inmates (inmates who are not allowed to come into contact with one another) from being scheduled for visits simultaneously in the same area.

The VMS must allow authorized ADF staff to schedule visits, modify existing visits, and/or set-up visits (ad-hoc). The system shall require the staff to enter notes as to the reason for the modification of visits.

Upon the scheduling of a visit, or subsequent modification or cancellation of a visit, the visitation management system must send a voicemail to the inmate with the notification of the visit, including the name of the visitor and the time of the visit.

Authorized ADF users must have the ability to view all scheduled visitations at any time and have the ability to cancel a visit before it occurs.

Authorized ADF users must have the ability to suspend visitors so that they are not allowed to visit any inmate.

The System must automatically cancel a visit if the inmate is released or moved to a location where visitation is not possible or when the scheduled visit conflicts with a previously scheduled visit in his/her new location.

If a scheduled visitation is canceled, the system must automatically email the visitor with the reason for cancellation and an opportunity to reschedule, if possible.

The public must be able to register and schedule visits on the web from any internet-connected device; such as smart phone, tablet, laptop, and desktop computers.

The VMS must be accessible to authorized staff through a single sign-on to the System, and it must be accessible remotely from any internet-connected device.

The VMS must have an alerts function and provide alerts by email or SMS message. The alerts must be available for when a particular visitor / inmate has scheduled a visit and when a particular visitor or inmate visit is scheduled to start.

The VMS must have reports available for all visitor accounts, the visitation schedule, visitations that were terminated prior to the scheduled completion, visitation records, and visitation statistics.

Video Visitation System (VVS): The County has an existing VVS providing for both onsite and remote visits and wishes to continue using this kind of technology. The Vendor shall provide an overview of this technology that includes a description of equipment; visitor registration and scheduling; monitoring and recording capability; video recording storage; and the administrative/control interface.

The VVS must be a completely TCP/IP based system, with a dedicated network paid for by the Vendor. The VVS kiosks must be able to integrate with other jail systems to allow for a multi-functional inmate kiosk. Establishing the integrations will be paid for by the Vendor. Expected functionality of the inmate kiosk as a result of the integrations is provided below:

The commissary interface must be capable of allowing inmates to log in to their accounts from the inmates' VVS kiosks to order commissary and check the status of current orders.

The inmates' VVS kiosks must be able to interface with a system that enables two-way secure emails, including approved pictures.

The inmates' VVS kiosks must be able to interface with a law library system. The Provider must provide a law library service if county either does not have a subscription with a law library vendor, or if the county wishes to switch to a different vendor.

The Vendor should note if this is an additional cost when submitting their bid.

The vendor must establish interfaces to systems that enable inmates to access inmate banking accounts as well as inmate phone accounts, including the ability to check balances and see account usage from the inmates' VVS kiosks.

The vendor must establish and provide an interface to allow for digitally scanned postal mail be delivered to the inmate via the VVS kiosks.

Video Visitation Sessions:

The VVS must enable on-site visits, as well as "remote visits", whereby the visitor is visiting off-site from the convenience of their home or office.

The VVS must be able to charge for these remote visits, with reports available to track the charges and remote visits.

See PHONE ATTACHMENTS 1 - 4 for information regarding the phone/visitation services including maximum rates.

All video visitations must be able to connect without requiring assistance from staff. Inmates must log in to a kiosk/tablet to enable the visitation to start.

The VVS must automatically reconnect a visit that was disconnected prior to the scheduled end time and was not manually disconnected by an authorized staff member.

Authorized staff must be able to extend the visitation before or during the visitation.

The visit must be allowed to start on any inmate and visitor kiosk/tablet, so long as the inmate logs in with their PIN and the visitor logs in with their account.

Authorized staff must be allowed to communicate via chat to both parties of an active video visitation session. Such chat messages must be made a permanent part of the recorded VVS session and be able to identify the staff member that submitted the chat message.

Video Visitation Live Monitoring

The VVS must allow for authorized staff to live monitor video visitations.

At least 16 visits must be permitted to be viewed on the monitoring screen, with the capability to lock on a particular visit.

Visits with visitors who have been approved for unrecorded visits must be shown as in progress but not able to be viewed on the monitoring screen.

Authorized staff must have the ability to send messages to the inmate and visitor during the live visit.

The VVS must have the option of requiring verification of only certain visitors.

Authorized staff must have the capability to deny the visit if the visitor does not satisfy the requirements for verification. The VVS must require the staff to write a note as to why the visitor was denied.

Video Visitation Recording

The VVS must automatically record all visits, except for those visits with visitors who have been approved for unrecorded visits.

The recordings will be available in MP4 format.

The storage of video visitation recordings shall be redundant storage. Please explain.

Recordings shall be available to authorized staff online from any internet-connected device.

The VVS shall have a report showing all users who have accessed and/or downloaded the recordings, with the date and time recorded.

Recordings shall be picture-in-picture, with a timestamp of the visitation directly in the recording.

Video Visitation Secure Access

The VVS must be accessible from a single sign-on, with the ability to sign in remotely. Access to the VVS must be role-based, with the capability of giving some staff more access than others.

c. TECHNICAL CATEGORY C - PHONE/VISITATION SERVICES

Equipment/Software

All telephone equipment, video visitation equipment, and tablets provided shall be new and completely operational at cutover. The vendor will further ensure that all equipment continues to be operational through the duration of the contract period.

All equipment must comply with Part 68 FCC Rules and meet or exceed all applicable codes and standards for installation and service.

All vendor-provided inmate telephones shall be corrections grade, tamperproof, with steel encased housings and shockproof keypads. All wall-mounted units will be mounted firmly to the wall in a secure manner and approved by the County's designee.

All handsets shall be of heavy-duty construction with no removable parts and shall be hearing aid compatible.

All handset cords shall be armored with a stainless steel lanyard.

Telephone handset cord lengths will be kept at length(s) approved by the County.

Cords used for plugging mobile rolling telephones and video visitation units into wall jacks will come out of the bottom of the rolling cart and be of approved length(s).

All phone instruments shall be waterproof, fireproof, and feature DTMF dialing.

All vendor-provided inmate and public video visitation kiosks must have the following features:

Corrections grade, high-impact armored housing.

The ability to have dual handsets for the visitor units.

High definition IP cameras that are adjustable for height.

IP-Addressable.

Wall-mounted with no ability to have roaming cameras. Mounting must be approved by the County.

Cords used for plugging mobile rolling inmate video visitation units into wall jacks will come out of the bottom of the rolling cart and be of approved length(s).

Handset cord lengths will be kept at length(s) approved by the County.

All vendor-provided inmate tablets and charging stations must have the following features:

Tablets shall be security grade with durable casing.

Vendor will provide security measures to prevent inmates from network breach.

Charging carts and/or wall mounted charging stations must be corrections grade.

All wall-mounted units will be mounted firmly to the wall in a secure manner and approved by the County's designee.

Vendor installed wireless network shall not conflict with any existing network utilized by the County and be able to run all of the tablets at the same time.

County staff shall have the ability to turn on/off the wireless network for each zone.

The Vendor must own, install, and support its own software, servers, and any other hardware provided. None of these factors can be performed, supported, or owned by a third party.

Technical support must be provided, at no additional charge, by the Vendor's dedicated technical staff, 24 hours per day, and 365 days per year via a toll-free phone line.

Installation, training, and technical support must be provided by the Vendor's dedicated technical staff and may not be provided by a third party.

Vendor software must be able to interface with the designated inmate commissary vendor's software to enable phone time charges to be deducted from the inmates' accounts. Respondents must agree to interface with the designated inmate commissary vendor's system.

"Direct Debit" is required, as pre-paid phone cards will not be used.

Vendor must describe their previous experience in successfully integrating with Jail Management systems including details on the process and the level of integration. Each vendor will provide a list of Jail Management systems with which their system is capable of integrating.

There must be no cost to the County to integrate with the current Inmate Management System. Data transfers must transfer to and from the Inmate Management System at any frequency requested by County. Transfers back and forth must be accomplished via FTP (not SFTP).

Training must be provided to Corrections Department IT employees.

Any cost for required interfaces or integration with a 3rd party's software must be paid by the Vendor.

Vendor will describe the evolution and provide a timeline in its software development.

Proper backups will be performed on the system in a timely manner.

Upgrades must be included free-of-charge as part of the vendor-provided maintenance.

There should be a web-based, remote access feature included with the system.

Inmate Telephone System Technical Requirements and Specifications

The System shall use "State-of-the-Art" technology and web-based equipment with multilevel password security access. The architecture shall be expandable to allow future growth.

Inmate Phone System shall process all inmate calls on an outgoing, station-to-station basis. No incoming calls shall be permitted.

All phones shall limit one call per connection.

All inmate calls shall be processed by an automated operator and shall not allow access to a live operator at any time.

After the dialing sequence, the inmate shall be put "**ON HOLD**". The inmate shall **NOT** be permitted to monitor call progress and shall **NOT** be allowed to communicate with the called party, until the call is positively accepted.

The System shall be capable of informing the called party the amount that will be billed for the call prior to acceptance of the call.

The System shall brand all inmate calls with a pre-recorded message announcing if the call is collect, the name of the facility, the pre-recorded name of the inmate initiating the call, and that the call is being recorded. The System shall have, at a minimum, multi-lingual capabilities for English and Spanish.

The System shall deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers.

Allow the blocking of specific telephone number such as victims, witnesses, judges, and county staff.

The System shall provide the ability to detect three-way calls and other fraudulent dialing patterns. Facility personnel should be provided with the ability to flag and/or terminate the call.

The system must offer the option of continuous voice biometric technology. This feature must be an integrated part of the call processing system. The ability to detect and send alerts for calls in real time during which the inmate's voice changed after passing initial verification is preferred

The System shall be capable of allowing free local calls to certain numbers (such as Public Defender, Crime Stoppers, etc.) and from certain areas of the ADF (e.g. all calls from the Booking Area will be free calls).

The System shall include the ability to control call duration on the basis of time limits and time of day restrictions, based upon County requirements.

The Vendor shall include call transcription and translation at no cost to the County. This feature must be an integrated part of the call processing system. Vendor must describe its transcription/translation solution.

The Vendor must provide the capability to assign and use 6 digit "PIN" management with the inmate telephone System. Integration with the facility's Inmate Management System (IMS) is required to automate the PIN assignment process.

The selected Vendor is expected to cover any integration expenses.

Inmates need to have the ability to change their PIN when necessary.

The System shall allow the creation of a "class of service" for groups of inmates to simplify the assignment of inmate calling privileges. Class of service should be customizable by number of calls allowed in a particular time period (days, weeks, months, etc.) during a defined time period, including free calls and other special free call types (such as attorney calls).

The System shall provide an integrated capability to monitor, record, store, and retrieve inmate phone conversations on a real time basis and retrieve conversations. Recordings must be stored online for the entire contract period plus any extensions.

The Call Monitoring feature shall allow users to add a listener to the conversation in real time by entering a telephone number into the interface where the call will be forwarded remotely.

It is desired that all calls in progress are viewable on a map with the ability to view call detail associated with those calls on the same screen.

It is required that the Recording feature allow authorized users to export recordings to CDs or DVDs; move selected files to different discs to perform multiple burns; and receive notification of any download errors with the option to retry burning of the files without re-entering the query.

The System shall also provide the ability to share call recordings with specific users or forward recordings and data to specific email addresses.

It is mandatory that the System shall maintain all inmate call recordings for the life of the phone contract, no exceptions.

The system must be able to provide inmate history upon termination of the contract.

The System shall allow attorneys to register for non-recorded or privileged status to ensure calls made to these phone numbers are never recorded. Privileges must receive prior approval by the County prior to going into effect.

The system must allow for the current listing of all attorneys' phone numbers registered in Nebraska to be entered into the System by the Vendor at the beginning of the contract, once approved by the County.

The System shall provide the ability to place alerts on individual inmates and called numbers that indicate the inmate or phone number is currently involved in a conversation. Types of alerts shall include, at a minimum, alerts to a land line, cell phone, pager, SMS text, and email. Indicate whether the monitoring party can break into to a live conversation and talk to both parties on an alerted call.

It is desired that the System provide email alerts whenever a Debit or Prepaid account is funded that is associated with an inmate or telephone number of interest.

The System must provide correct and accurate call detail and management reports for all calls placed from the inmate phones. Reports shall include as a minimum, origination number, destination number, type of call (local, intralata, interlata/intrastate, IntraCell, or interstate), number of minutes of call, reason for disconnecting and total call charges. Reports must be available onsite to authorized County personnel, with no intervention from the Vendor necessary. Ability for authorized users to run specified reports periodically on a pre-defined schedule is preferred.

The System must provide accurate summary revenue reports on site from any System workstation. Reports must include all call types (collect, prepaid collect and debit/debit card) and must reflect the total revenue for each call type, subtotaled by tariff type (local, Intralata, Interlata, IntraCell, Interstate, and International, etc.).

The System shall be capable of producing detailed and summary reports which reveal inmate telephone activity, such as telephone numbers called by more than one inmate.

Call Detail Records – Call records and recordings shall be stored online throughout the life of the contract. Alternate proposals of archive storage are not acceptable. Bidder must specify in their proposal where the call records and recordings will be stored, and where backups of either will reside.

The System must also be able to provide inmate history upon termination of the contract.

The System shall allow authorized users to attach notes to call detail records that can be queried for investigative purposes.

The System shall provide an investigative analysis feature that allows authorized users to view and analyze call data to establish links between multiple inmates and called parties that also offers a graphical representation of such links.

Inmate Messaging System -The County is interested in a system which allows inmates to send and/or receive short-duration messages (voice mail) to and from called parties. All messages are to be recorded and stored for investigative purposes within the call processing system. The called party or inmate may be charged a reasonable fee for each message.

The system shall offer unlimited secure, remote access capability from any PC or laptop with high speed internet connectivity. This remote access shall (at a minimum) enable authorized users to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls. Remote access activity shall not impair system functionality or performance in any way.

Integration with the facility's Commissary System is required to automate the debit calling option. The selected Vendor is expected to cover any integration expense required by the Commissary Vendor.

The Inmate Telephone System will interface with the County's commissary and/or banking software to process real-time Debit calling time purchases.

This interface must allow inmates to place Debit calls using funds in their inmate trust account, without the need to establish a separate Debit calling account.

Sufficient funds to place a phone call must be verified and placed on hold before each call is connected, and then transferred from the trust account to the inmate telephone system in real time, immediately upon completion of each call, and in the exact amount of the call.

Rounding or transferring funds in whole-dollar increments will not be permitted, except in the event that the actual revenue of a completed call is a whole dollar amount.

In no case will funds be transferred before the conclusion of the phone call, and there must never be a need to issue a refund from the inmate telephone system to the inmate trust account for unused funds.

Tablets

The County is mandating that each inmate will be issued a tablet for his/her use while in custody.

The Vendor shall supply security grade tablets that are WiFi-enabled, at no charge to the County.

The tablets must be secure in regard to inmates hacking into the system, accessing the internet, etc.

ADF staff must be able to limit time on the tablets.

The Vendor must supply a minimum of two (2) cellphone detectors for placement at facility exits to ensure tablets are not removed when an inmate is released.

The Vendor shall provide for a parallel wireless network for the use of any number of tablets simultaneously at no expense to the County. This network shall not conflict with any existing wireless network utilized by the County and must be able to run all tablets at once.

The tablet program must be fully integrated with the Inmate Telephone/VVS, and Commissary Vendor's system.

Inmates and public users will have only one account to pay for all inmate communication services.

ADF staff will use a single login to access one interface for administering all services (phones, video visitation, and tablets).

Inmates will be able to utilize their funds to order commissary on the tablet.

The Vendor shall provide each Housing Unit enough charging carts or other in-housing wall mounted charging solutions for safe and secure charging of all the tablets, at no charge to the County.

The Vendor shall install the secure equipment required to run/charge the tablets at no charge to the County.

The Vendor shall provide security measures which prevent inmates from network breach.

The Vendor shall provide wireless service at no charge to the County.

At a minimum, the tablets shall provide the following:

Facility information (inmate handbook, jail documents, forms, etc.).

Interface with law library for legal research.

Educational material: Please provide a complete curriculum listing. The tablets system must also allow the County to upload existing GED curriculum currently utilized by the County.

Inmate Recreation (books, games, music, videos, etc.).

Inmate Request Forms (kites) and grievances.

Interface with commissary for ordering.

Email/text messaging between inmates and public users (e.g. their friends and family who are not in custody).

Digitally scanned postal mail.

Per minute-based video chat feature.

Initiate inmate telephone calls.

The Vendor should present additional services available on the tablets.

Vendor shall be fully responsible for all costs associated with maintenance, licenses, repairs, and replacement of all tablets as needed. The County shall not be liable for any damage or costs incurred for any reason throughout the term of the contract. All tablets damaged or unusable must be replaced by Vendor within 3 calendar days.

When submitting the Vendor's Revenue Proposal, explain pricing for services available on the tablets (what is free, what requires payment, etc.) and the revenue sharing opportunity offered to the County.

Additional Technology

The County is interested in the additional features and technology that each Vendor has to offer.

Technologies that are indicated as required must be included in the base proposal at no cost to the County.

Optional technologies proposed may be included in the bid at no cost or offered at an additional price, which may be funded from commission revenue.

Optional Service Interest

The County is interested in a Digital Mail Scanning solution (including letters and photos) that would eliminate inmate postal mail being delivered to the Jail. Vendors with a solution shall describe the following:

The process by which the mail is handled, reviewed, and delivered to the inmate.

Include how non-inmate mail is separated.

Include how publications (books, magazines, etc.) are processed.
The process of saving the mail and period of time it is saved.

The process used to provide the inmate his/her mail and photos at time of release.

Any cost to the County.

Call Rating and Commission Accountability

A copy of current phone rates shall be on file with the County. The County must be notified, in writing, of any proposed increases or decreases in the rates charged. The County **MUST** pre-approve increases/decreases in rate(s) prior to any change taking effect.

The County is sensitive to pricing practices that could be construed to be unfair or price-fixing.

Any changes (increase or decrease) without the prior approval of the County, in writing, shall be grounds for termination of the contract.

See PHONE ATTACHMENTS 1 - 4 for information regarding the phone/visitation services including maximum rates.

The Vendor is responsible for paying all sales tax, debit sales tax, and Federal taxes (e.g. Universal Service Fund).

Non-commissioned items will include free calls specified by the County; such as calls to Public Defenders, Attorneys, Crime Stoppers, County Court, the Ombudsman-Office of Special Counsel, the Rape Crisis Hotline, etc.

The commission offered to the County shall be based on total gross revenues, with no deductions for fraud, bad debt, or uncollectible accounts. No deduction shall be made for any revenue of providing the service described.

Commissions shall be paid on all call types: Collect, Direct Billed, Prepaid Collect, Advance Pay, Debit and Debit Card, local, Intralata, Interlata/Intrastate, IntraCell, and Interstate, including Caribbean, Canadian, and International, etc. Commissions shall be paid Monthly and shall be accompanied by a mandatory inmate telephone commission and summary report which shall include, at a minimum, the following information:

- Date of Report
- Time Period Covered
- Total Number of Calls
- Total Number of Minutes
- Total Gross Revenue (Total sales, less taxes and non-commissioned calls)

Commissions to be paid for other services offered by the Vendor through the Visitation System and Tablets shall be paid Monthly and shall be accompanied by a mandatory report summary which shall include, at a minimum, the following:

- Date of Report
- Time Period Covered
- Type of Service Provided
- Amount of Service Provided (as appropriately measured according to the service – such as minutes, number of items, etc.)
- Total Gross Revenue by Service

Failure to pay accurate commissions on a predesignated day each month shall be grounds for cancellation, without penalty, of any agreement executed as a result of the RFP.

Proposer must provide an alternative billing option to called parties who are categorized as unbillable by virtue of their selection of an alternative local carrier for service. System proposed MUST permit the first call attempt to complete and must provide the called party with immediate access to live customer service representatives for account setup. Such access must be accomplished by pressing a single key on the called party's telephone keypad. Although the called party may be provided a toll-free number to call for information or account set-up, this MUST NOT be the only alternative. Called party account set up must include various payment options such as: credit card, electronic check, Western Union, etc.

The County will not allow alternative calling types outside the traditional options of Collect, Prepaid, and Debit calling, such as single-call payment by credit/debit card, or text message billing for a single call via wireless carrier. Deployment of these calling types without prior written permission from the County will be grounds for contract termination.

Proposer must support the ability to have multiple rate schedules at the facility. For example, State inmates may be housed from time to time and may require the application of unique rate schedules for these inmates only – without impacting rates charged to other inmates.

The County will accept multiple rate/commission proposals for consideration.

The County must have immediate access to rated call records on a real-time or near real-time basis. Once a call has ended, the rated call detail record should be available for reporting using the web-based inmate phone system. Remote report generation by the Contractor is not an acceptable alternative; intervention by the Contractor must not be necessary for authorized facility personnel to access rated call detail records.

The County reserves the right to audit commissions on an annual basis. In the event that any error to the detriment of the County is found (whether an unauthorized deduction or other type of error) the vendor shall be responsible for immediate payment of that amount.

D. PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION

PROJECT PLANNING AND MANAGEMENT – INMATE PHONE/VISITATION SERVICES

Provide a complete project schedule for transition from the current provider to the services agreed to in an awarded contract.

END OF TECHNICAL RESPONSE INFORMATION FOR PHONE/VISITATION VENDORS.

IV. EVALUATION AND SUBMITTAL INFORMATION

A. SELECTION AND EVALUATION FACTORS:

Proposals that do not meet the minimum requirements as outlined herein and related Ebid attachments may be deemed non-responsive and may not be evaluated by the Selection Committee.

1. Proposals deemed to meet the requirements shall be evaluated by a Selection Committee and will be scored for each of the following areas. Available points are indicated next to each category respectively except Oral Interviews :
 - a. Experience, Proposed Staff Management Approach and Subcontractors; (150 points)
 - b. Technical Proposal (525 points);
 - c. Project Schedule (50 points);
 - d. Quality, Organization and Completeness of Proposal Response (25 points);
 - e. Revenue Proposal (250 points); and
 - f. Oral Interviews (conducted only if necessary – points are not provided at this time)
2. The selection criteria for the “written evaluation” is listed directly above in a. through e. and shall be the basis for an award or the determination for the proposers to be short-listed for an Oral interview and/or demonstration or basis for award on the written evaluation.
3. If interviews are conducted, the scores from the “written evaluation” and “oral interviews” shall be added together for a cumulative total and final ranking of the best qualified proposer.
4. If interviews are not conducted, the scores from the “written evaluation” shall be the final ranking of the best qualified proposer.

B. PROPOSAL SUBMISSION AND FORMAT:

IMPORTANT INSTRUCTIONS:

Proposers shall rely on the instructions outlined below, other related sections and any relevant Addendums regarding required contents and organization of the RFP response. Read all instructions carefully before assembling the components that comprise the RFP response.

Proposer shall submit their proposal via the **Ebid** system as a PDF File. (Also note the instructions outlined in Section II. Proposer Submission Information and Instructions contained in this document). Information within the RFP response shall be presented in a in a quality manner that is clear and concise. **Proposal responses that do not contain each of the categories and items as listed below may be deemed to be non-responsive.**

Contents shall be placed in separate sections, properly organized in order by category as listed with each individual section having a section divider page, clearly labeled as indicated for each section. **Proposal contents shall not exceed a total of (100) single-sided pages distributed between Sections 1, 2 and 3 of the response. (EXCEEDING THE PAGE COUNT SHALL RESULT IN THE REJECTION OF THE PROPOSAL)** The total proposal content pages allowed excludes the front cover, section divider pages, information listed under 1. a. through e. below and only specific submittals requested under the Appendix section. Minimum 10pt Arial or Calibri font style and size, 8 ½ x 11 paper, single-spaced. **Failure to adhere to these instructions may result in rejection of the Proposer's response.**

Proposers attempting to submit portions of the response containing Proprietary Information and/or Trade Secrets must strictly comply with the instructions as outlined under Protection of Proprietary Information and Trade Secrets. Also see Section II. Proposer Submission Information and Instructions for specifics on inclusion of this information and how to properly submit and label. **Any documents qualifying for this type of categorization shall also be subject to the number of pages allowed for proposal contents.**

The information being requested in each of the respective categories listed below (1 through 6) shall be used as the primary basis in the determination of the Proposer's ranking in the "Written Evaluation"

1. Include the following documents within the Proposal Response - **(No Section Divider - Place these documents between the Front Cover and Section 1 of the Proposal)**.
 - a. EXHIBIT 1;
 - b. Letter of Interest;
 - c. Table of Contents (TOC);
 - d. A summary of the following information about your company:
 - i. Company name, address and telephone number;
 - ii. Years established and former names of your company;
 - iii. Types of services your company is particularly qualified to perform;
 - iv. Average number of staff employed; and
 - e. All deviations, modifications, additional or other changes, including but not limited to, the RFP document, Insurance Requirements, Ebid attachments (i.e. sample Contract Agreement) and Addendums, shall be declared on company letterhead with reference to the affected document(s) and section(s). Any such deviations, modifications placed elsewhere and not described in this section shall be null and void. Further, deviations may result in the Proposer's submission being deemed as non-responsive. The review process for approval of any type of deviation shall occur prior to the evaluation process.
 - f. List and number all agreements separately here that you feel may be applicable – i.e. Support and Maintenance Agreement, End-user License Agreement, Warranty Agreement, etc.

2. **EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS – (Section 1 of the Proposal Response)** – This section shall consist of the following information about each sub-category listed.

- a. **Summary of Proposer's Experience:**

The proposer shall provide an organized summary listing FIVE (5) CURRENT projects similar to this RFP in size, scope, and complexity. The five (5) project descriptions submitted by the proposer shall be used for evaluation purposes and also for any necessary reference checks. The Owner reserves the right to request additional information and/or clarification to assist in making assessments in either capacity.

The proposer shall address each of the following:

- i. Provide detailed narrative descriptions to highlight the similarities between the proposer's past and current performance/experience and this RFP. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The proposer's responsibilities;
 - d) Company name (including the name of a contact person, a current telephone number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a proposer performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
 - f) Current projects and estimated revenues of each.
 - g) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed.

b. Summary of Proposer's Proposed Staff Management Approach and Subcontractors

- i. The proposer shall present a detailed description of its proposed approach to the management of the project.
- ii. Subcontractors:
If the Proposer intends to subcontract any part of its performance hereunder, the Proposer shall provide:
 - a) name, address and email address of the Subcontractor(s);
 - b) list of specific tasks that will be performed by each Subcontractor(s)
 - c) percentage of performance hours intended for each Subcontract; and
 - d) total percentage of Subcontractor(s) performance hours.
- iii. The proposer shall provide information to substantiate that they have sufficient professional staff to meet proposed schedule. Proposer shall identify the specific professionals who will work on the Owner's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the Owner's project should be identified in full, with a description of the team leadership, interface and support functions and reporting relationships. The primary work assigned to each person should also be identified.
- iv. The Proposer shall provide resumes for all key personnel proposed to work on the project. The Owner will consider the resumes as a key indicator of the Proposer's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.
- vv. Resumes should not be longer than one (1) single-sided page. Resumes should include, at a minimum, individual's name, experience and length of service with the company, academic background and degrees, and professional certifications. Provide the qualifications of these individuals, including a summary of their experience with related work and their available capacity to perform this work.

Any changes in proposed personnel shall only be implemented after written approval from the Owner.
- vi. Respective resumes for all key personnel to be used may be placed in the **Appendix – (Section 4 of the Proposal Response)** Resumes are not part of the total page count as listed in Section B.

3. TECHNICAL PROPOSAL – (Section 2 of Proposal Response)

The technical proposal section submission shall include each of the items listed below – See information regarding these categories in Section III.

COMMISSARY SERVICES ONLY

- a. Technical Category A - Commissary
- b. Technical Category B – Commissary
- c. Technical Category C - Commissary

PHONE/VISITATION SERVICES ONLY

- a. Technical Category A – Phone/Visit
- b. Technical Category B – Phone/Visit
- c. Technical Category C – Phone/Visit

4. **PROJECT SCHEDULE - COMMISSARY OR PHONE/VISITATION**

(Section 3 of Proposal Response)

- a. Proposer must include a detailed schedule of work, activities and confirmation of willingness and capability to meet the time requirements expressed in the scope of services. Specific information regarding transition from the current provider is required.

5. **APPENDIX – (Section 4 of Proposal Response)**

(Information provided in this section shall be included as part of the references for determining award. Poor financial reports or multiple litigation cases involving the current or former company name may result in the rejection of the proposal by the County)

- a. Resumes to be submitted for qualifications of proposed key staff.
- b. List of all pending litigation cases involving current company or previous company name for all services being proposed.
- c. List of all litigation cases over the last five (5) years for services being proposed, and result of each of those cases
- d. Provide a financial statement for each of the last two years.
- e. Screen Shots of Kiosk Order Sheets, Order Reports, Phone Call Reports, or any other screen shots which show detail in the areas of ease of use and reporting for both the inmates and Correction Staff (**NOTE: Maximum of 25 pages for screen shots in this section. These pages are not included in the 100 page count. Do not include screen shots for products or services that are not included in the proposal submitted**)

6. **Attachment 1 – Revenue Proposal**

IMPORTANT – Proposers **MUST** complete the **Attachment 1 – Revenue Proposal** form found in the Attachment section of Ebid. Complete the Revenue Proposal in its entirety using the layout shown and in conformance with all aspects as outlined within the form. Proposers may attach additional documentation as required on company letterhead and place ALL Revenue Proposal components in PDF file separate from the written proposal in the “Other Attachments” section of the Response Attachments. The revenue proposal shall not be marked as Proprietary.

1. **PRICING SUMMARY**

The Revenue Proposal shall present a total fixed revenue associated with all of the requirements of the RFP. The proposer must include details in the Owner's Revenue Proposal template supporting any and all revenues. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and unit revenues.

The Owner reserves the right to review all aspects of revenue for reasonableness and to request clarification of any proposal where the revenue component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

FAILURE TO COMPLETE AND SUBMIT A REVENUE PROPOSAL SHEET AS ATTACHED IN THE RFP MAY RESULT IN REJECTION OF PROPOSAL.

2. The “Revenue Proposal” is only one (1) factor in the selection criteria and evaluation process (including Oral Interviews).

V. ADDITIONAL RESPONSIBILITIES AND REQUIREMENTS

Important: The successful Contractor shall also be subject to each of the following additional requirements and responsibilities.

A. INSURANCE REQUIREMENTS:

Prior to the execution of the contract resulting from this RFP, the successful Proposer will be required to provide proof of insurance that is compliant with the "INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS" See the **INSURANCE CLAUSE** attached herein.

Important: If a firm has any deviations to the above-mentioned Insurance Clause, such deviations must be declared within the RFP response and through the format outlined in Section (IV)(B)(1)(d). Further, if a firm is seeking self-insurance, it shall be stated through the same procedure. During the review process, the Owner may require submission of financial information for analysis of self-insurance eligibility. The firm shall be responsive to a request for financial documents, which are sufficient in content, to perform an analysis on the firm's ability to provide self-insurance coverage for the resulting contract. Either type of request submitted is subject to review and approval by the City's Law department.

Proposers are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to RFP closing date and time to expedite the contract execution process.

B. PERFORMANCE BOND

A performance bond in the amount of \$5,000.00 will be required with the contract documents from EACH awarded Contractor at time of contract execution. Such bond will be claimed by the Owner in the event the Contractor defaults on the contract obligations and the Owner must locate similar services with a different contractor/source to restore the same or similar services.

C. BID BOND

No Bid Bond will be required for this project.

D. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

E. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify. **E-VERIFY**.

F. COOPERATION WITH CONTRACTORS

Contractor may be required to work with or proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any

other Contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

G. PERMITS, REGULATIONS, LAWS

The Contractor must comply with all current Local, State and Federal requirements necessary to perform all duties and requirements of the resulting contract. The Contractor shall be responsible for obtaining and paying for all royalties, licenses, permits and approvals necessary for the execution of the contract. The Contractor guarantees that it has the full legal right to the materials, supplies, equipment, software and other items used in performing all aspects associated with the contract.

H. MATERIALS AND WORKMANSHIP

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by the resulting Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under the RFP Specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary any defective work, material etc. if in the opinion of the department and/or Purchasing said issue is due to imperfection in material, design, workmanship or Contractor fault.

I. INDUSTRY STANDARDS

If not otherwise provided, materials or work outlined for the resulting contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

J. DATA PRIVACY

Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

The Proposer agrees to hold the Owner harmless from any claims resulting from the Proposer's unlawful disclosure or use of private or confidential information.

Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.

If applicable to the work requested a sample "Business Associate Agreement" will be included, which will be part of the contract and incorporated by this reference.

K. SITE RULES AND REGULATIONS (IF APPLICABLE)

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on Owner's premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the Owner, they must make arrangements with the Owner to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the Owner on the basis of lack of access, unless the Owner fails to provide access as agreed to in writing between the Owner and the Contractor.

VI. CONTRACT DOCUMENTS AND RESPONSIBILITIES

IMPORTANT NOTICE: Proposers interested in providing products and/or services for the Owner shall review the terms and conditions of the resulting "CONTRACT DOCUMENTS" and all additional documents mentioned herein prior to responding to this RFP. By submitting a proposal response to this RFP, Contractors, and all Sub-Contractors, agree to meet the substantive requirements of these documents. Many, but not all, relevant documents are listed below under the C. SUMMARY OF DOCUMENTS REQUIREMENTS and can be viewed as indicated for each respective item.

A. CONTRACT DOCUMENTS

The Contract Documents comprise the Contract and consist of all items contained in the Ebid and documents submitted by the firm during the RFP process. Proposers shall disclose any and all disputes with the City's standard Contract. Disputes with the terms of the standard Contract, or requests for amendments to the standard Contract may be a basis for disqualifying proposals.

B. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the resulting contract agreement shall control.

C. SUMMARY OF DOCUMENTS

Below is a summary of requirements and/or documents that shall be applicable to the resulting Agreement resulting from this RFP:

1. Provisions set forth in "CONTRACT DOCUMENTS" and all contents mentioned within the executed Agreement. - See *Sample Contract found in the attachment section of Ebid.*
2. Any additional requirements and/or responsibilities listed in any section of this RFP that do not conflict with any provisions set forth in "CONTRACT DOCUMENTS" Agreement;
3. Insurance Requirements - See *Insurance Requirements attached herein this RFP;*
4. Additional documents, Terms and Conditions – See *the Attachment section of Ebid;*
5. Any requirements, provisions and/or relevant information contained in Addendum(s) issued;
6. *Deviations submitted by the Proposer to any requirements that are deemed to be mutually agreeable between all parties and confirmed in writing;
7. Any Contract Amendments executed after an original agreement and subsequent renewals and/or extensions; and
8. All terms that survive the initial and subsequent contract periods.

*All deviations to any provisions included in the RFP and related documents MUST be submitted at the time of the RFP submission and in accordance with the instructions in Section (IV)(B)(1)(e). Failure to include with the submission and/or follow instructions as indicated will result in the deviations not being considered and/or deeming the Proposer as non-responsive.

D. CONTRACT AGREEMENT

The "CONTRACT DOCUMENTS" will be the Agreement that results from this RFP solicitation. This Agreement will encompass, but not be limited to, the items listed in the SUMMARY OF CONTRACT DOCUMENTS.

Proposers are to review the sample CONTRACT DOUCMENTS Agreement in the Attachment section of Ebid. This document is intended to be the final Agreement that will be executed between parties.

E. TERMINATION

This Contract may be terminated by the following:

1. Termination for Convenience. Either party may terminate this Contract upon 30 days written notice to the other party for any reason without penalty.
2. Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:

- a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
- b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
- c. Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor 10 days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

In the event funding is not available to continue with services as written, the Owner(s) reserve the right to cancel the contract for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders besides the amount due for services rendered prior to notice of cancellation.

The Owner(s) may terminate the resulting contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the resulting Contract, the Owner(s) shall immediately notify the Contractor and the resulting contract shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the resulting Contract.

G. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the RFP documents, shall be included.

H. CONTRACT MODIFICATION

The resulting contract shall be modified only by the written agreement and approval of the parties through a contract amendment. No alteration variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties through a contract amendment. Every amendment shall specify the date on which its provisions shall be effective.

I. ASSIGNMENT, SALE OR MERGER

The contract established resulting from this RFP process shall not be transferred to/or assigned without prior written consent of the Owner and must be handled through the Owner's document approval process.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the Owner in executing amendments to the contract to all for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform the obligations of the contract.

J. LIQUIDATED DAMAGES

No liquidated damages are associated with this project.

K. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

L. SEVERABILITY

If any provision of the resulting contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of the resulting contract shall be enforced to the fullest extent permitted by law.

M. LIVING WAGE

NA

N. INDEPENDENT CONTRACTOR

It is the express intent of the parties that the contract awarded shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

O. STAFF QUALIFICATIONS

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be the employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

P. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under the contract resulting from this RFP shall be owned by the using department. The Contractor may not release any materials without the written approval of the using department.

VII. PAYMENT AND INVOICING

A. PROHIBITION AGAINST ADVANCE PAYMENT

Owner will not pay for services or equipment in advance of receipt and approval of such product or service throughout the term of the contract unless specifically listed in the final contract document.

B. TERMS OF PAYMENT

There are no fees to be paid by the County for services. Revenue payments shall be paid according to the terms outlined in the final contract with each company. A minimum number of four (4) payments shall be deposited into a County account via ACH.

C. TAXES AND TAX-EXEMPT CERTIFICATE

The Owner is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.