

**ST. LOUIS COUNTY DEPARTMENT OF JUSTICE SERVICES  
REQUEST FOR PROPOSALS FOR  
INMATE TELEPHONE SERVICE, VIDEO VISITATION AND LAW LIBRARY  
RFP 2019-54-PR**

Proposal Due Date: December 11, 2019 11:00 a.m. Prevailing Central Time

Submit Proposals To: Division of Procurement  
St. Louis County Government  
8<sup>th</sup> Floor, 41 South Central Avenue  
Clayton, MO 63105

Submit: 1 (one) printed, signed original proposal  
5 (five) additional copies of the original proposal

**Important Notice:**

*Pursuant to Sections 107.400 and 107.401 SLCRO, all County solicitations, once published, are under a "Cone of Silence." All communication from a Vendor or a Vendor's Representative relating to this solicitation must follow the processes defined therein. Any communication with other County staff regarding this solicitation is prohibited except the specific types of communication defined in Section 107.401 SLCRO. The Cone of Silence shall terminate at the time a contract resulting from the solicitation is executed or when all bids or proposals in response to the solicitation are rejected by the County. Violation of Section 107.401 SLCRO by a Vendor or Vendor's Representative shall result in designation by the Director of Procurement of the bid, proposal, or statement of qualifications as non-responsive.*

**ST. LOUIS COUNTY DEPARTMENT OF JUSTICE SERVICES**  
**REQUEST FOR PROPOSALS (“RFP”) FOR**  
**INMATE TELEPHONE, VIDEO VISITATION AND LAW LIBRARY SERVICES**

**SECTION 1: THE PROJECT**

Background:

St. Louis County (“County”) is soliciting sealed proposals for Inmate Telephone, Video Visitation and Law Library services. The Selected Proposer will supply all facilities, equipment and related services. Services will be provided at the Buzz Westfall Justice Center, a 1,242-bed facility located at 100 South Central Avenue, Clayton, Missouri 63105.

The County believes in providing fair and affordable services to families and inmates. The goal of this RFP is to achieve the lowest possible costs for services for inmates, called parties and the County, while providing cost recovery to the Vendor. The selected Vendor will receive limited and restricted rights to offer services to end users at rates and fees, which will be identified in the contract. Selected Vendor should be aware that the County takes the economic interests of families and inmates seriously and may regard any overcharge as a material breach of the contract.

Existing Services:

The County’s existing contract is with Inmate Calling Solutions. The equipment listed below will be replaced by the successful Proposer’s equipment and system. The Inmate Phone System comprises of the following:

- a) The Enforcer Inmate Telephone System.
- b) IntraLATA services provided by Paytech.
- c) InterLATA services provided by Paytech.
- d) 223 Inmate Phones - Wintel model 7090SS32DC (full size Silver w/volume control) and 32” lanyard handset w/mounting backboards.
- e) Two Ultra Tech Super Print TTY/TDD for use by hearing impaired inmates.
- f) One full-time on-site vendor staff resource to administer the system.
- g) 62 Inmate visitation phones and 62 public visitation phones with recording and monitoring.
- h) Biometric Voice Analytic Technology with continuous voice analysis.

Additional information:

- a) The current call length is set at a maximum of 30 minutes.
- b) The current rate schedule is as follows:
  - Local calls are \$0.25 per minute.
  - Intrastate calls are \$0.25 minute.
  - Interstate calls prepaid and debit are \$0.21 a minute.
  - Interstate collect calls are \$0.25 a minute. Collect calls ended on 11/30/2017.
- c) The current inmate daily population typically varies from 875-1,100.
- d) The following chart reflects the most recent 12-month County phone usage (January 2018 through December 2018).
- e) The County wishes to consider expanding to a Community-Based video visiting model in the future.
- f) The Average Daily Population for 2018 for the facility was 1,203.

|                |               | Total Calls | Total Minutes |
|----------------|---------------|-------------|---------------|
| <b>Prepaid</b> | Local         | 333,277     | 2,981,792     |
|                | Intracell     | 43,296      | 381,415       |
|                | IntraLATA     | 31,077      | 299,178       |
|                | Intrastate    | 7,116       | 76,095        |
|                | Interstate    | 50,859      | 529,730       |
|                |               |             |               |
| <b>Debit</b>   | Local         | 107,558     | 634,381       |
|                | Intracell     | 9,718       | 55,834        |
|                | IntraLATA     | 7,912       | 49,249        |
|                | Intrastate    | 1,337       | 10,205        |
|                | Interstate    | 16,151      | 116,769       |
|                | Canadian      | 1           | 8             |
|                | International | 409         | 1,691         |
|                | Caribbean     | 11          | 62            |

## **SECTION 2: MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES**

This RFP is subject to County Ordinance 27,043. It is the policy of the County that Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs) shall have maximum meaningful opportunity to participate in the performance of contracts let by the County.

A current directory containing the names of firms that are certified as eligible to participate in this RFP as M/WBEs may be obtained from the County's Chief Diversity Officer, St. Louis-Lambert International Airport or from the Missouri Department of Transportation. This directory is not an endorsement of the quality of performance of any contractor listed; it is only an acknowledgement of the listed firms' certification as an M/WBE. Firms not certified will not be eligible for an incentive credit applicable during evaluation of proposals (see Section 8).

Firms certified after the publication of updates to the directory may be considered only if their certification is active at the time of the proposal submission. Proposers may contact the County's Office of Diversity, Equity and Inclusion at (314) 615-7047 to verify the status of a firm's certification.

### SECTION 3: RFP SCHEDULE, INSTRUCTIONS AND COMMUNICATIONS

- 3.1 Listed below are the milestone dates of activities related to this RFP. In the event these dates change, Proposers will be notified via addendum posted on the County website. It is County's goal to meet the dates specified.

| Milestone  | Date              |
|--|-------------------|
| Optional Site Visit  | 11/26/19          |
| Deadline for Written Questions & Requests for Clarifications | 12/3/19           |
| Issuance of final addendum                                   | 12/6/19           |
| Proposals Due  | 12/11/19          |
| Proposer Presentation/Demonstration (if requested by County) | 12/19/19-12/20/19 |

#### 3.2 Instructions

- 3.2.1 Direct all inquiries and correspondence in writing to:

St. Louis County Division of Procurement  
ATTN: Director of Procurement  
41 S. Central Ave, 8<sup>th</sup> Floor  
St. Louis, MO 63105  
E-mail: [purchasing@stlouisco.com](mailto:purchasing@stlouisco.com)

- 3.2.2 Contact with any representative, other than that outlined herein, concerning this RFP is prohibited. "Representative" shall include, but not be limited to, all elected and appointed officials, and employees of County and the agencies within St. Louis County. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of the County Director of Procurement.
- 3.2.3 An optional site visit will be held November 26, 2019 at 1:00 PM. at the St. Louis County Justice Center, 100 S. Central, St. Louis, MO 63105. Attendance at the site visit is strongly encouraged but not required. This will be the only opportunity to view the facility. The Proposers shall meet in the Lobby of the Justice Center on the date and time reflected above. If you would like to participate in the optional site visit, you shall notify (by email) Tricia Rodgers, Corrections Information Specialist, at least 48 hours in advance. Ms. Rodgers' email address is [TRodgers@stlouisco.com](mailto:TRodgers@stlouisco.com).
- 3.2.4 Any changes or updates to the Request for Proposals will be in the form of an addendum posted on the County's website along with the original RFP. It is the Proposer's responsibility to monitor the site for any addenda. All addenda shall be signed as acknowledged and accepted. The signed acknowledgement shall be submitted with the proposal.
- 3.2.5 Any questions regarding the RFP shall be submitted in writing by December 3, 2019 at 2:00 p.m. Prevailing Central Time, to allow time for posting of any necessary addenda before the submission deadline. Questions may be submitted via email at [purchasing@stlouisco.com](mailto:purchasing@stlouisco.com).

#### 3.3 Submission and Opening of Proposals

- 3.3.1 Proposals shall be submitted in a sealed envelope labeled "Inmate Telephone, Video Visitation and Law Library – RFP". Proposers using commercial carriers shall ensure that the proposal is marked on the outermost wrapper. The proposal,

in the form of one original and five copies shall be received by 11:00 a.m. Prevailing Central Time on December 11, 2019 at the St. Louis County Division of Procurement, 41 S. Central, 8<sup>th</sup> Floor, St. Louis, Missouri, 63105. Any proposals received after the time specified for the receipt of proposals shall not be considered unless the Proposer provides and County accepts reasons demonstrating good cause for the delay. It is the responsibility of the Proposer to ensure that the package is received at the right location and before 11:00 a.m. Prevailing Central Time.

- 3.3.2 County reserves the right to accept or reject any or all proposals and to waive any irregularities in the proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Proposer.
- 3.3.3 No proposals submitted by email or facsimile, or any modifications to previously submitted proposals, made by email or facsimile, shall be considered. If a proposal is sent by mail, allowance shall be made by the Proposer for the time required for such transmission.
- 3.3.4 A legally authorized representative of the Proposer shall sign the proposal. All Proposers shall complete and submit Attachment 2 – Authorized Signatures.
- 3.3.5 No responsibility shall be attached to any person for premature opening of a proposal not properly identified.
- 3.3.6 County is subject to Chapter 610 of the Revised Statutes of Missouri. The contents of proposals submitted in the RFP process, with selected exceptions, shall be open records and be open to inspection after a contract is executed or County rejects all proposals.
- 3.3.7 All opened proposals become the property of County.
- 3.3.8 No corrections are permitted after the stated proposal due date and time. If a correction is required prior to the due date and time, the Proposer shall submit an amendment to the original proposal identifying the section, article, and page number(s) of the change made in a sealed envelope entitled AMENDMENT and labeled with the RFP number, title, Proposer name, and proposal due date.
- 3.3.9 Failure of the Proposer to comply with the requirements of this RFP or evidence of unfair proposal practices are causes for rejection of the proposal.
- 3.3.10 County shall notify all Proposers when a selection has been made. Notice will be posted with the RFP on the County website if the County elects to reject all proposals.
- 3.3.11 This RFP does not commit County to make an award, nor shall County pay any costs incurred by Proposers in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.
- 3.3.12 Elaborate brochures and other presentations beyond what is sufficient to present a complete and effective proposal are not desired. Elaborate artwork or expensive paper and bindings are neither necessary nor desired.

3.3.13 \*\*After proposals are submitted, County may request presentations and/or demonstrations of the solutions proposed in response to the RFP. County shall contact Proposers to schedule such presentations/demonstrations. All presentations/demonstrations shall be within the St. Louis metropolitan area.

### 3.4 Formation of Agreement

3.4.1 County intends to enter into negotiation in an effort to reach a mutually satisfactory agreement, which represents a contractual obligation and shall be executed by both County and the Proposer. The language contained in Section 9 of this RFP, "Contract Requirements" shall be included in the negotiated agreement. The agreement shall be based on the proposal documents, the proposal submitted by the selected Proposer and items resulting from the associated negotiations.

3.4.2 County reserves the right to award based on the proposal determined to be the best value to the County in conformance with Section 107.132 SLCRO.

### 3.5 Modification or Withdrawal of Proposal

3.5.1 Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of one-hundred twenty (120) calendar days thereafter. County reserves the right to request that the Proposer keep the proposal open beyond the one-hundred twenty (120) calendar day period.

3.5.2 Prior to the date and time designated for receipt of proposals, proposals submitted early shall be withdrawn only by written notice to the County Director of Procurement. Such notice shall be received by County prior to the designated date and time for receipt of proposals.

3.5.3 Withdrawn proposals may be resubmitted up to the time designated for receipt of proposals provided that they are then fully in conformance with this RFP.

3.5.4 If an emergency or unanticipated event interrupts normal County business or processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent County requirements preclude amendment of the RFP, the time specified for receipt of proposals shall be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal County business resumes.

## **SECTION 4: COUNTY INSURANCE REQUIREMENTS**

The Selected Proposer ("Contractor") agrees to carry the following insurance coverage for the duration of this contract and will provide County with Certificates of Insurance for all required coverage prior to commencement of the work under this contract. Contractor shall also provide County with notice of policy cancellation, termination or modification of any kind within thirty (30) calendar days of the change. Contractor shall maintain:

4.1 Commercial General Liability (CGL) and, if necessary, commercial general umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location (project). CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products – completed operations,

personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The CGL cover shall be primary and non-Contributory. County shall be named as an additional insured on the CGL policy.

- 4.2 Business Automobile Liability: a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles with limits of not less than \$1,000,000 per accident for bodily injury and property damage claims that may arise as a result of operations under this contract.
- 4.3 Workers' Compensation Insurance and Employer Liability with statutory limits and Employer Liability Insurance with limits no less than \$500,000.
- 4.4 Professional Liability (Errors & Omissions) Insurance appropriate to the Contractor's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the Contractor's services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per occurrence.
- 4.5 Indemnification - Contractor shall indemnify, defend and hold harmless the County, its elected and appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses and expense, to the fullest extent permitted by law, including but not limited to attorneys' fees arising out of or resulting from the performance of the Contractor's work provided that any such claim, damage, loss or expense attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and only to the extent it is caused in whole or in part by any negligent act or omission of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any indemnified party.

## **SECTION 5: SCOPE OF WORK**

- 5.1 The Proposer shall provide complete *turnkey* services, requiring no items or services ordered by the County. The Proposer shall obtain all Local Exchange Carrier (*LEC*) and Inter-Exchange Carrier (*IEC*) services that are necessary in order to meet contract requirements. The Proposer is not authorized to incur any charges for which the County will be responsible. Any and all charges levied by the LEC for Presubscribed Interexchange Carrier charge PIC changes shall be invoiced to and paid directly by the Proposer. The County will not be responsible for any costs related to service. The County will not provide labor, equipment or facilities to implement and maintain services. The Proposer shall:
  1. Furnish and install 8 inmate telephones, 216 inmate video phones and privacy partitions, 62 inmate visitation phones, 62 public visitation phones, 3 mobile video visitation units and associated common control equipment. This includes providing ongoing maintenance throughout the contract period.
  2. Furnish and install an Inmate Phone System/Service (IPS) and Video Visitation equipment/phones, with system administration, capable of performance monitoring, alarm reporting, troubleshooting and real-time statistical call reporting. This includes providing ongoing maintenance throughout the contract period.

3. Provide Inmate Voicemail to be individually accessed by PIN number.
4. Provide automated public information line that interfaces with Jail Management System which provides information on charges, bond amounts and court dates.
5. Provide Voice Biometrics on all phone calls.
6. Provide full-time on-site support to administer and manage the IPS and video visitation system.
7. Provide billing and revenue reporting capability that allows the County to easily reconcile billing and revenue reports with actual system traffic data.
8. Provide training to County staff as which is reflected in the Service Requirements, Exhibit A- statements #36 and #57.
9. The video phones and video visitation phones must have the same capabilities. They must be able to order from commissary, access Law Library, access inmate handbook, send and receive email, and submit grievances and sick calls.
10. Provide a phone system and video visitation system that shall interface with Jail Management System (IJMS). The interface requirements are below: St Louis County IJMS Phone System Interface Specifications.
11. Provide an Inmate Law Library: Provide inmates the ability to access, retrieve, and print selected current electronic legal research information, including case law, and case reporters. Inmate must be able to access law library through all the video phone and video visitation phones with respective licensing. This legal research should be designed for an inmate population. The Law Library shall contain State and Federal cases, statutes and court rules and Shepard's Citations Services for State and Federal.

REJIS sends the current provider the active inmate list every ten minutes. Each record in the file contains the specified data elements (IMN, last name, first name, floor, housing unit, cell, bed, last four numbers of SSN).

We also have a web service that IC solutions can call to get the active inmate list at any time, or to get information on a single inmate (by IMN). Photos can optionally be included.

Data elements returned via web service are somewhat different:

IMN, Arrest date/time, charges, scheduled visits

Charge definition

Public Class Charge

Public ChargeCode As String

Public Statute As String

Public ChargeDescription As String

Public OffenseType As String

Public ChargeClass As String

Public CourtCaseNumber As String

Public CourtName As String



Public CourtRoom As String  
Public CourtDateTime As String  
Public BondFlag As String  
Public BondInfoInclusiveWith As String  
Public BondType As String  
Public BondAmount As String  
Public BondAmountPercentagePayable As String  
Public BondAmountPayableInCash As String  
Public BondPaid As String

End Class

Schedule visit definition

Public Class ScheduledVisit

Public LastName As String  
Public FirstName As String  
Public MiddleName As String  
Public StartDateTime As String  
Public EndDateTime As String

End Class

## **SECTION 6: TERM OF THE CONTRACT**

The initial term of the contract resulting from this RFP shall be for a period of up to five (5) years. The County may renew this contract for up to two (2) additional one-year periods. Contract renewal is subject to acceptable performance by the Contractor as determined by the County. At the end of all renewal periods, the County reserves the right to extend this contract for the purpose of establishing a new contract.

## **SECTION 7: PROPOSAL CONTENTS**

- 7.1 Each proposal shall include a description of the Proposer's capacity to meet the RFP requirements including, but not limited to, the financial capacity of the firm, the number of the technical staff, and the ability to perform the desired work within the defined time frame.
- 7.2 Proposer shall submit a detailed pricing proposal for the services to be provided using the form marked Attachment 4. Pricing proposed shall apply to the full term of the contract.
- 7.3 Proposal Requirements: To standardize submissions and assist in evaluation, proposals shall be submitted in the following format:

### **7.3.1 Section 1**

Provide a discussion of the Proposer's overall qualifications and experience in providing similar services. The Proposer shall demonstrate that it possesses the experience necessary to successfully perform the Services required by this RFP.

7.3.2. Section 2

Describe the services to be provided. If applicable, this section should include a detailed breakdown and description of the specific steps that will be followed to perform the services required by this RFP. Proposers may elect to include in this section any innovative methods or concepts that might be beneficial to the County if the requirements established in this RFP are met.

7.3.3. Section 3

List key personnel who would be assigned to work with the County. Please include professional resumes, a description of the extent of staff experience, expertise with similar contracts, past work related to proposed services, and proposed role on the project team.

7.3.4 Section 4

In this section include five (5) references of organizations for whom Proposer has provided similar services (to those sought by this RFP) within the last five (5) years. Each reference shall include the organization's name, mailing address, contact name, contact telephone, email information, and the specific service(s) provided by the Proposer. It is the responsibility of the Proposer to ensure that this information is current and accurate. See Exhibit B

7.3.5 Section 5

Supplemental Services (optional) – please list any other related and recommended products or services not specified in this RFP which may be considered when deemed in the best interest of the County for the services sought.

7.3.6 Section 6

Required forms:

- a. Work Authorization Affidavit for Business Enterprise Entities Pursuant to 285.530 R.S.Mo. (see Attachment 1)
- b. Authorized Signatures (see Attachment 2)
- c. Exceptions to Section 9 (see Attachment 3)
- d. Price Proposal Form (see Attachment 4)
- e. Affidavit of Compliance with St. Louis County Charter Section 12.020 (see Attachment 5)
- f. M/WBE Certification (if applicable, see Section 8)
- g. Addendum Acknowledgement Forms (to be included when addenda are issued)

## **SECTION 8: EVALUATION OF PROPOSALS**

- 8.1 Evaluation of proposals shall be performed by an Evaluation Committee in compliance with Section 107.132 SLCRO. The Evaluation Committee may make a recommendation of a proposal that represents the best value to the County, taking into account the price; ability, capacity or skill of the Proposer to provide the required services; whether the Proposer can provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Proposer; the quality of performance of previous contracts or services; the previous and existing compliance by the Proposer with laws and ordinances relating to the service; the sufficiency of the financial resources and ability of the Proposer to provide the services; the quality and availability of the contractual services required; the ability of the Proposer to provide any necessary future service; and the number and scope of conditions attached to the proposal.

The County will provide a 15% incentive credit to each M/WBE Proposer. The incentive credit will be provided during the proposal evaluation process. To qualify for the incentive credit, the M/WBE Proposer shall include a copy of the current M/WBE certification approval letter issued by the certifying agency. The certifying agencies are St. Louis-Lambert International Airport and the Missouri Department of Transportation.

- 8.2 Proposals: Proposals may not be considered, and may be rejected as non-responsive, unless the proposal includes or is accompanied by a signed and fully completed response to the RFP including all references and point-by-point responses to the RFP.

8.3 Proposal Evaluation Criteria:

1. The proposals shall be evaluated by an Evaluation Committee according to the following criteria:
  - a. Lowest cost based on fixed, proposed rates and lowest prepaid account setup/funding fees (40%)
  - b. Proposed method of performance, solution, technology, support capabilities, functionality of proposed system/service. (30%)
  - c. Experience/Reliability of Proposer organization and employees, project management, references. (15%)
  - d. M/WBE Certification (15%)

8.4 Additional Considerations:

- a. The County reserves the right to invite Proposers to perform formal presentations.
- b. Agreement to County's contract terms as indicated on Attachment 3.

## **SECTION 9: CONTRACT REQUIREMENTS**

The following contract terms, in addition to requirements and services identified herein, shall be included in the contract entered into by the County and the successful Proposer.

- 9.1 **Independent Proposer:**  
The relationship of the Proposer to the County shall be that of independent Proposer and no principal agent or employer-employee relationship is created by the contract.
- 9.2 **Conflict of Interest:**  
The Proposer shall not employ as a director, officer, employee, agent, or sub-contractor any elected or appointed official of the County or any member of his/her immediate family.
- 9.3 **Non-Discrimination of Employment:** The Proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, rates of pay or other forms of compensation, and selection for training including apprenticeship. In the event of Proposer's noncompliance with the provisions of this paragraph, the contract may be terminated or suspended in whole or in part and Proposer may be declared ineligible for further County contracts.
- 9.4 **Obligations and Subcontracts:**  
The Proposer agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this contract, whether completed by the Proposer or a subcontractor on behalf of the Proposer.
- 9.5 **Changes in Contract:**  
The Contract may be changed only upon the written agreement of the parties.
- 9.6 **Governing Law:**  
This Contract is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri shall govern the construction of this contract and any action or causes of action arising out of this contract. Any and all claims or causes of action arising out of this contract shall be litigated in the Twenty-First Judicial Circuit Court of the State of Missouri.
- 9.7 **Termination:**  
The County shall have the right to terminate the contract immediately in the exercise of its absolute and sole discretion, upon written notice to the Proposer. After receipt of such notice, the contract shall automatically terminate without further obligation of the parties. Proposer shall provide 90 days written notice to County of intent to terminate this contract.
- 9.8 **Wording Conflicts:**  
Should there be a conflict in wording between the contract and the Proposer's RFP response, the contract shall prevail. The Proposer's RFP response shall be attached and incorporated into the contract.

- 9.9 Indemnification:  
Proposer agrees to defend, indemnify and hold harmless the County, its elected and appointed officials, employees and volunteers from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of the Proposer, its subcontractors, agents, servants or employees.
- 9.10 Contingent Fee:  
Proposer warrants that no agreement has been made with any person or agency to solicit or secure this Agreement upon an understanding for a gratuity, percentage, brokerage or contingent fee in any form to any person excepting bona fide employees of Proposer or bona fide established commercial or sales agencies. For breach of this Warranty County may by written notice terminate the right of the Proposer to proceed under this Agreement and will be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of this Agreement. As a penalty in addition to any other damages to which it may be entitled to by law. County may recover exemplary damages in an amount to be determined by the County, which will not be less than one (1) month revenue. The rights and remedies of County as provided in this Paragraph will not be exclusive and are in addition to any other rights or remedies as provided by law.
- 9.11 Contract Period:  
The initial term of the contract resulting from this RFP shall be for a period of up to five (5) years. The County may renew this contract for up to two (2) additional one-year periods. Contract renewal is subject to acceptable performance by the Contractor as determined by the County. At the end of all renewal periods, the County reserves the right to extend this contract for the purpose of establishing a new contract.
- 9.12 Contract Fees:  
The fees quoted by the successful Proposer shall remain firm during the contract term.
- 9.13 Books and Records:  
Proposer shall at all times keep and maintain adequate books, records, receipts, and accounts, which shall be made available for the County's inspection upon the County's request.

## Exhibit A:

### Service Requirements

1. **Proposer Business:** The Proposer shall be in business and performing similar types of inmate phone service/support for at least the last three consecutive years (2016, 2017 & 2018).
2. **Responsible Officers of Company:** The Proposer shall provide the office address, telephone number, internet web address, email address, stock exchange listing & symbol, and the name(s) of the director(s) or other responsible officer(s) who have ultimate responsibility for the management of the Proposer if awarded.
3. **Proposer Corporate Description:** The Proposer shall provide a brief (*two-page maximum*) summary of the Proposer's corporate description that includes, but not limited to number of years of involvement with Inmate Phone Service, how the vendor differentiates itself from competitors, market share in relation to competitors, industry recognition and awards, how the Proposer adds value to the services it provides, how the Proposer approaches client and change management, etc.
4. **Contact Information for this Proposal:** The Proposer shall provide name, title, address, phone, and email address of the Proposer's primary contact with the County for ongoing communications regarding the proposal.
5. **Ownership of Equipment and Subsequent Contract:** The Proposer shall retain ownership of all equipment throughout the duration of the contract. All equipment and services shall remain in operation from the commencement of the contract to the initiation of a future contract. The County shall not bear any costs for the installation of new services or the removal and transfer of existing services.
6. **Interface Cable, Jacks, Administrative/Investigative PCs, Other:** The proposer shall provide all cable, wire, patch panels, jacks, interface blocks, wire management facilities and Administrative/Investigative PCs shall remain the property of the County at the termination of this agreement.
7. **Removal of Equipment:** The County shall not bear any costs for the removal and transfer of services from the incumbent vendor to the Proposer obtained as a result of this contract. Proposer will not be reimbursed for the removal or relocation of any equipment throughout the duration of any resulting contract, including the removal of equipment at contract termination. The Proposer shall make arrangements for removal of existing systems, services and equipment with smooth cutover to new services without interruption of service. The Proposer shall coordinate all circuit orders with the LEC and IEC. Timelines shall be coordinated with Justice Services Project Manager. The vendor shall follow Justice Services Policy 827, tool control, to ensure all tools taken into the secure perimeter of the jail are accounted for.
8. **Equipment Installation & Survey:** The Proposer shall provide wiring and connections to the Proposer equipment shall be made using Proposer supplied cable and facilities. The Proposer shall provide all materials required to install receptacles and wiring. Existing cable and pairs owned by the County may be used where available. However, installation shall not interrupt or place in jeopardy existing services or equipment. The current wiring

in the facility is Cat 5. All equipment installed by the Proposer shall be new equipment, fully functional and new in appearance.

The Proposer shall provide a complete inventory to the County, including all equipment and telephones used, inclusive of make, model, definition (*inmate phone, pay phone, switch, pc, etc.*) and the location of equipment after installation. The inventory shall be in MS Excel and delivered electronically to the Justice Services Project Manager. The inventory shall be updated on a yearly basis and is due annually on the contract anniversary date and each succeeding year thereof.

9. **ADA:** The Proposer shall abide by the most current version of the Americans with Disabilities Act (*ADA*) in all respects, inclusive of the mounting height requirements, signage, lighting and Telecommunications Device for the Deaf equipment requirements. The County shall not be held responsible for supplying or maintaining any mountings or devices.

It shall be the responsibility of all Proposers to warrant that all goods, services and/or work to be procured and/or performed in compliance with all applicable federal, state and local statutes, ordinances and codes including, but not limited to, the Americans Disabilities Act of 1990.

Failure to comply in any manner with applicable statutes, ordinances or codes shall result in said Vendor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effectuate compliance with said statutes, ordinances and codes together with any costs associated with collection of said damages.

10. **Operational Maintenance & Support:** The Proposer shall provide support for all services. The County will not furnish personnel for system installation, maintenance or operation. The Proposer shall work with the incumbent service provider to convert all existing data to required format and loading into the replacement system. The Proposer shall accept data from the current provider in any form provided. The Proposer shall load the information into replacement system(s). Complete operational testing including any and all hardware and software shall be performed prior to any cut over.
11. **Telephone Support:** The Proposer shall provide toll-free dial-up telephone number(s) for 24x7x365 support of all services. Inclusive are repair, billing, end user questions and County employee questions/assistance.
12. **Cooperation with Carriers:** The Proposer shall cooperate fully with all carriers in supplying any required routing and/or translation changes/information. The Proposer shall cooperate fully with any interstate carrier, intrastate carrier and/or LEC in transferring services and equipment required in providing uninterrupted service. The Proposer shall order, coordinate, and schedule all associated carriers for the installation of telephone facilities and services.
13. **Acceptance of Trouble Reports:** The Proposer shall accept trouble reports from County contacts and telephone service users regarding the improper operation of telephones, failure of call completion or feature operations. The County reserves the right to require the Proposer to document/log each trouble report including action taken, resolution and other appropriate information as determined by the County.

14. **Acceptance of Complaints:** The Proposer shall accept complaints from called parties regarding failure of call completion for any and all reasons. This shall be inclusive of all complaints, including location of called party service, Local Exchange Carrier, Long Distance Carrier, etc. The County reserves the right to require the Proposer to document/log each complaint including action taken, resolution and other appropriate information as determined by the County.
15. **InterLATA Carrier Selection:** InterLATA services shall be completely transparent to the caller, not requiring a human interface to complete calls.
16. **Call Quality:** The Proposer shall ensure a high quality of calling services as determined by the County, correcting noisy call problems and minimizing deficient call completion issues.
17. **Line Optimization:** The Proposer shall optimize line quality through various methods of conditioning whenever required to meet local LEC standards.
18. **Credit for Faulty Transmission:** Credit for calls shall be issued when a caller attempts to place a call, does not get connected, and is billed for faulty transmission or service. Credit shall also be issued when a call is terminated within 30 seconds of call initiation due to substandard transmission quality, and a second attempt is made. The user has the right to request a refund when providing the proper information such as the number dialed, time called and date called. The Proposer shall work directly with the complainant. At times, the Proposer may be required to provide evidence that the call services fall within the call quality and operating parameters as noted in the Call Quality and Line Optimization questions.
19. **Unclaimed Funds:** The Proposer shall provide a detailed policy on unused funds and unclaimed funds with their proposal and shall include, but not be limited to, expiration of balances, charges for inactivity, and how unused funds are handled.
20. **Third-Party Payments:** The Proposer shall provide a list of all third-party payment companies in which payments will be accepted, including the amounts charged by each third-party payment company used for payments to be made to Proposer. If a fee is charged by a third-party payment company, the Proposer shall provide a copy of the Proposer's contract with the third-party payment company and explain in writing the purpose of each fee charged.
21. **Additional Fees:** The Proposer shall provide a list of all fees that may be charged for services related to the call, in addition to the stated rate. This may include, but not be limited to, fees to open an account, have an account, fund an account, close an account, receive a refund of unused funds, receive a paper bill, or using certain payment types.
22. **Call Completion:** The Proposer shall be responsible for ensuring proper call completion and provide the County with accurate traffic statistics, maintenance and operational reports.
23. **Connectivity:** The Proposer shall accept and complete all calls to all locations. Rejection of calls based upon local carrier, service reseller, called party registered long distance



carrier or Proposer selected long distance carrier is prohibited. Rejection due to a failure of called party to complete payment for calls as in the case of prepaid calling is at the discretion of the Proposer.

24. **Management Reports:** Reports shall be provided by email AND directly downloadable from the Proposer's website. Report files shall be compatible with MS Access and Excel programs. Inmate reports shall be emailed to the Department of Justice Services. Inmate telephone reports shall:
  - a) Identify call quantity, minutes and cost broken down by call originating telephone
  - b) Identify call quantity, minutes and cost broken down by collect dial and prepaid collect
  - c) Identify call quantity and cost broken down by local, intraLATA and interLATA calls
25. **Reporting Requirements:** Reports are due on the first full week of each month following the service month. All such reports shall be available on line via a secure Internet website, available to any County authorized individual at any time. Up to three (3) County users shall be allowed simultaneous access and secured through password protection.
26. **Repair and Monitoring Practices:** All equipment shall be the responsibility of the Proposer. The Proposer shall provide and maintain all equipment identified in this document. It is the responsibility of the Proposer to furnish all items required to insure operation, including racks, cable, power distribution, telephone and electronic switching. The Proposer shall provide spares, trained personnel and software to support the equipment at the Proposer's cost throughout the duration of the contract.
27. **Response to Major Service Calls:** The Proposer shall respond to a major service call within four hours of report of occurrence. A major service call is defined as a loss of four or more telephones, loss of carrier services, or failure of an Administrative/Investigative PC and/or interface to Proposer equipment. PC failure is defined as a failure to allow users to monitor records, record records or view call detail. Business hours for inmate telephone service and related equipment is 24x7x365.
28. **Response to Minor Service Calls:** The Proposer shall respond to a minor service call within the next business day of report of occurrence. A minor service call is defined as any service call not categorized as major. Additional services such as moves, adds and changes (MAC) may be requested after installation. Most work will be scheduled in advance (*three days or more*), but the Proposer shall service the County within the business day when requested to do so. In all cases, work shall be completed within 10 business days.
29. **Repair Reports:** The Proposer shall provide monthly trouble reports summarizing repair activities for the previous month. The Proposer shall meet with the County either in person or via a telephone conference call regarding corrective actions and trouble resolution upon request. The type of meeting will depend upon problem severity as determined by the County.
30. **Unauthorized Activities:** The Proposer shall provide immediate, written notification to the County upon receipt of evidence of fraud, vandalism or any other access to, or use of, services or products other than authorized by the County.

31. **Audits:** The County shall have the right to conduct an audit of any Proposer and/or its sub-contractor(s) for the specific purpose of determining the accuracy of call costing and/or other financial, accounting or record-keeping matters.
32. **Telephone Replacement:** The Proposer shall provide service on a *one telephone to one telephone* replacement basis. The Proposer shall not decrease telephone count unless directed to do so by the County.
33. **Confidential Information:** The Proposer shall agree that all discussions or information gained during an engagement will be considered confidential and that no information gathered by the Proposer shall be released without prior written consent of the County. St. Louis County is subject to Chapter 610 R.S.Mo.
34. **Service Level Agreements:** The Proposer shall provide Service Level Agreements (SLAs) that address the various services offered by the vendor. The County will not accept SLAs from the Proposer that do not include specific remedies and penalties when SLAs are not met. Terms, conditions, and proposed SLAs shall be included and detailed in the Proposer's response. At a minimum, SLAs shall cover:
- a) Response times to major and minor service outages
  - b) Compliance with maintenance and agreement terms
  - c) Installation and change-order intervals
  - d) Systems/Services availability
  - e) Escalation practices and levels of management through the President level
35. **Administrative/Investigative PCs:** The Proposer shall provide a minimum of three laptops for County employee use. PCs shall include all hardware and software required to meet the functional requirements of this document. The Proposer shall maintain and repair any failed hardware or software throughout the duration of any resulting contract.
36. **Administrative/Investigative PCs & Contents:** All PCs shall be maintained by the Proposer throughout the contract and will be turned over to the County at the termination of the contract. This includes all software and peripherals, as considered inclusive in the system. The County shall not be held responsible for any damage to the equipment. All call records, call recordings and related records will be considered County property and remain with the County at the termination of the contract.
37. **Administrative/Investigative PCs-Industry Standard:** All PCs/workstations shall be industry standard equipment and include the following minimum specifications:
- a) Core i-5 3.1 GHz (or equivalent) Processor
  - b) 500 GB Hard Disk Drive
  - c) Integrated 10/100 Network Interface
  - d) 16x DVD +/- RW
  - e) 2 Button USB Optical Mouse with Scroll
  - f) USB Keyboard
  - g) 6 GB RAM
  - h) Windows 10 Professional 64 bit
  - i) 17" Flat Panel Color Monitor
  - j) Laser Printer with Print Cartridges

- k) McAfee Virus Protection (subscription and license shall be kept up to date through contract)

**38. Administrative/Investigative PCs-Functional Requirements:** All PCs shall allow the following operations with programming and monitoring features:

- a) Access to any call record and voice call recording of inmate telephone services
- b) Access to call record database files on a call-by-call basis
- c) Access to call record database files on a per inmate basis (*PIN number look-up*)
- d) Access to all inmate data including name, allowed numbers and disallowed numbers
- e) Real-time system monitoring of voice conversations and call records. Call records may be available only after the completion of calls
- f) Ability to record conversations on CD in an audio format, to be played on common commercial music CD players
- g) Access biometric voice analytic technology with continuous voice analysis
- h) Secure access through multiple passwords with a lock-out feature restricting access
- i) Management of inmate PIN codes and allowed called numbers
- j) Report capabilities of call detail reports by number called, date, time, caller PIN and originating telephone
- k) Viewing and printing of call detail records
- l) Real-time update of call block and acceptance lists
- m) Real-time ability to disable and enable phone operation on an *all phone or per phone* basis
- n) Silent monitoring and recording of each call, with a time and date stamp at the point of recording. Recording shall begin with the detection of an off-hook condition by the called party. Recorded calls shall be easily retrievable and achievable on audio compact disks
- o) Monitoring provided on a per call, dialed number, all trunk, scanned trunk or on demand basis; monitoring may be done on either live or previously recorded calls
- p) Investigator notification via out-dial pager number or telephone number for watched call dialing (*inmate dialing of defined telephone number or dialing by inmate per PIN*).
- q) Ability to record conversations on a CD in data format, to be played on a computer.
- r) Access to all Video Visitation recordings.

**39. Administrative/Investigative PC Training:** On-site training shall be provided for up to five Administrators/Investigators using the PCs. Training shall take place at the County using the Administrative/Investigative PCs provided by the Proposer. Training shall include operation and operator/user maintenance of all equipment supplied. Training shall take place one week prior to system turn-up, the day of turn-up and 14 days thereafter to ensure a thorough understanding of the equipment by County employees. Training shall take place during each of three daily shifts as defined by the County. Administrators shall be provided complete sets of training material including manuals and other documentation. At a minimum, items covered shall include the following:

- a) Administrative terminal operations
- b) Reporting options and queries
- c) Inmate call process
- d) Communicating PIN assignment/change request to Administrators
- e) Trouble reporting procedure
- f) Emergency operations - phone shutdown, reporting, services

**40. Telephones, Video Phones and Visitation Phones, Station Armor & Handset(s):** The Proposer shall provide 8 inmate telephones, 216 video phones and privacy partitions, 62 inmate visitation phones, 62 public visitation phones, and 3 mobile video visitation phones.

The 8 inmate collect telephones shall be full size, silver with a volume control, and a 32" lanyard handset. Each telephone/station shall be self-contained, utilizing telephone cabling for all connectivity. Cable shall be protected by encasement in metal conduit. In addition, a minimum of two Ultra Tech (*or equivalent*) Super Print TTY/TDDs to be used by the hearing-impaired inmates shall be provided.

Installation(s) may use existing conduit utilized by the present provider when available. Stations shall be armored, coinless phones designed for use in correctional facilities. Telephone stations shall include stain resistant metal casing, metal armored handset cord, armored handset, moisture resistant keypads and concealed fittings to prevent inmate tampering. Phones shall be "dumb" stations with a minimum of electronics. Telephone handsets shall be protected from puncture by metal grids placed directly over each transmitter and receiver.

41. **Video Visitation:** The Proposer shall provide recording and monitoring of video visitation identified in #37, including privacy partitions for the 216 video phones. Proposer will incur all costs for bandwidth to support remote video visitation. All video will be kept for 180 days.
42. **Voice Analytic Technology:** The Proposer shall provide/deploy biometric voice analytic technology.
43. **Law Library:** The Proposer shall provide an electronic inmate Law Library that can be accessed on the video phones or video visitation phones. The Law Library shall contain State and Federal cases, statutes and court rules and Shepard's Citations Services for State and Federal.
44. **IPS Automated Operations:** The inmate Phone System shall provide fully automated collect calling without the ability to access a live operator. All calling services shall be completely automated, not allowing human interface with operators or call attendants. The Proposer shall ensure that no operator assistance services (*0+dialing*) may be accessed. The Proposer shall ensure that no directory assistance services may be used.
45. **IPS Voice Prompts:** The IPS shall offer clear and concise voice prompts in English and Spanish. English shall be the default prompt. Inmates shall be able to select the desired language via prompts. Voice prompts shall be given in short sentences with meaningful instruction for operation of the system. Beeps, tones, and other non-voice sounds shall not be permitted as substitutes for voice instructions, except when standard sounds such as dial tone, ringing, busy signals, on hold and intercept tones are appropriate. Phone signs, printed handouts, video-training tapes or DVDs are not an acceptable alternative to a complete range of voice prompts and messages.
46. **IPS PIN:** The IPS system shall require entry of a valid personal identification number (PIN) to provide positive identification of the inmate seeking access to the system, prior to call dialing. Prompts to verify PIN inputs shall require DTMF verification within 15 seconds of request. Callers shall be allowed only two chances to enter a correct PIN before being disconnected. PIN numbers shall be variable in length and set per County requirements. The IPS shall interface with the County's Jail Management System so that the inmate pin numbers will be automatically activated or deactivated in the IPS based on the inmate's status. The Proposer shall pay all costs for the interface.

47. **IPS Switch Hook Detection:** The IPS shall constantly monitor inmate phones for attempts to manipulate the switch-hook in order to bypass system controls. Any such attempt shall result in call disconnection. At no time will the inmate reach outside dial tone or operator assistance. Call detail reports shall reflect reason for disconnect. Detection sensitivity shall be adjustable to defer premature disconnect due to noisy connection.
48. **IPS-Third Party Conference Call Detection:** The Proposer shall provide third party conference call detection limiting the possibility of call conferencing and call forwarding shall be provided. Detection sensitivity shall be adjustable to defer premature disconnect due to noisy connection.
49. **IPS Sound Path Blocking:** The Proposer shall provide an IPS that blocks the audio path to the inmate phone during call placement and during the time when the IPS is requesting acceptance of the collect call charges. During audio blocking, the inmate shall be given call progress tones to indicate that the call is being connected until such time as positive acceptance or rejection is detected.
50. **IPS Call Blocking - Blocking Operator Access:** Calls shall be restricted to collect calls only. Inmate shall be prohibited from dialing; 900, 911, 411, 555-1212, 0-, 00-, 700, 976, 866, 888, 800, 10XXX, 950, in order to ensure that there is no possibility of inmate live operator access. In addition, the system shall be equipped with virtually unlimited capacity for individual blocked numbers that can be added on-site via one of the administrative terminals.
51. **IPS Call Duration:** Call duration shall be controlled per defined length of call. Both called and calling parties will receive a voice message indicating maximum call duration has been met and that the call will terminate. Time duration shall be programmable in one-minute increments. Proposer's proposal shall be based on a maximum length of 30 minutes per call.
52. **IPS Call Acceptance:** The IPS shall not deem a call to be accepted until such time as the call recipient acknowledges receipt by dialing a system recognized digit on a touch-tone telephone. The IPS shall be able to distinguish such signals from line noise such as pops, clicks, etc., as may be created by answering machines.
53. **IPS Call Party Block:** The IPS shall allow an automated call block feature, permitting the caller to block their number from being dialed in the future. The called party simply dials a single digit DTMF code once the message that the call received is from an inmate facility and the calling inmate name is played. A record is generated and the system administrator is notified of the blockage. The system automatically blocks the call. The administrator may change the denial operation at any time via the administrative terminal.
54. **IPS On-Hook Verification:** The IPS shall require that the inmate hang up following each call-in order to place another call. When the first call is complete, the phone shall become inoperable until it is placed on-hook again.
55. **IPS Pulse Dial/DTMF Call Acceptance:** The IPS shall offer both rotary and touch-tone call acceptance. Voice recognition alone is not an acceptable alternative, but may be used in conjunction with the Proposer services.

56. **IPS Station Disconnect:** The IPS shall provide two methods to quickly shut down all telephones during an emergency. The facility will be equipped with manual hand operated cut-off switches and software controlled disconnect. The manual switches shall override any electronic or preprogrammed on-off parameters. Switches shall be installed in a controlled area. An Officer from the County shall be enabled to shut off individual phones, all phones in a POD or all phones at the facility with mechanical switch(s). Software controlled switching shall be accessible from Administrative/Investigative PCs.

57. **IPS Call Sequence:** This section defines the desired sequence for an inmate call. The Proposer shall note any proposed changes or differences in the "Proposer's Response" section:

- a) Caller lifts handset
- b) Caller receives a repeated message to choose between English and Spanish
- c) Caller receives message to enter a Personal Identification Number (PIN)
- d) Caller enters PIN number
- e) Caller receives message to indicate that number entered was the number desired. Caller presses a DTMF key to continue the call, or a different key allowing the caller to re-dial the number
- f) Caller receives message to state his or her name
- g) Caller states his/her name
- h) Message is played to the caller, indicating an acceptance or rejection of the call attempt. If rejected, the phone will be disconnected
- i) Receiving party telephone rings
- j) Receiving party answers call
- k) Receiving party hears a message indicating that this is a call from a correctional institution located in Clayton, Missouri and plays the voice recorded name of the inmate and provides information on how to accept or reject the caller. The calling party is not put through until the call is accepted. The caller only hears a repeated message that his/her call is being processed
- l) Inmate receives message that his call is either connected and he hears the called party or that his call is rejected, in which case the call is immediately terminated. Both parties hear a message that the conversation is subject to monitoring and being recorded

58. **IPS Call Detail Reporting & Storage:** The IPS shall provide storage of call detail record (CDR) information for the duration of the contract on hard drive(s) or on-line equivalent media. The proposed system shall have the ability to transfer call detail records and/or copies of inmate call voice recording files to any of the administrative/Investigate PCs provided by the Proposer. Proposer shall furnish the computers (PCs), hard drive(s), software, LAN/WAN interface and access circuits to the Proposer's proposed IPS network to ensure 24-hour operation and enable simultaneous access from any of the Administrative/Investigative PCs. Back-ups of the inmate call attempts (CDR) information shall be performed weekly.

59. **IPS P-02 Grade of Service:** The IPS shall maintain an operating performance to the user of P-02 grade of service or better, reflecting telephone calling availability for 98 out of 100 call attempts from any single telephone, regardless of the number of telephones, Proposer facilities, applications or users. If the Proposer fails to meet this requirement, upgrades to facilities will occur until acceptable operation is noted.

60. **Tech Support:** The Proposer shall provide 24x7x365 tech support for the operational and maintenance support for the inmate telephone system. Operational support shall include, but not be limited to, data entry for the establishment of new inmate accounts, programming of calling privileges and call restrictions, entering and adjusting inmate personal identification numbers (PIN), training County staff in the use of the Administrative/Investigative terminals (PCs), assisting investigators in searching or loading files, other. The Proposer's tech support shall be immediately accessible by e-mail/text, fax, and telephone, 24x7x365.
61. **Corrections Personnel Training:** The Proposer shall provide on-site training of system functional operations for groups of up to 10 County staff immediately before and after system installation. Classes shall be a minimum of two hours each and be provided for each of the three employee work shifts. A minimum of two classes shall be held for each shift at the discretion of Justice Services' administration. Topics shall include:
- a) Inmate call process
  - b) Communicating PIN assignments and change requests
  - c) Trouble reporting procedures
  - d) Complaint procedures
  - e) Emergency operations including telephone shutdown, reporting and service issues
  - f) Other (*to be determined by Proposer & County*)
62. **Free Calls:** The Proposer shall provide and support "Free Calls" to the County and Federal Public Defenders Office. Each inmate receives three (3) free 30-minute phone calls each week. The County shall be able to provide additional free calls to inmate workers' accounts that can be added by the on-site Administrator. The 8 inmate telephones shall be free phones located in the booking area. The free phones in the booking area will have a max time limit of 10 minutes. The County shall be able to program certain numbers on the system to be free calls.
63. **Free Video Visitation Sessions:** The County reserves the right to configure free video visitation sessions in the Video Visitation System.
64. **English as the Major Language:** All Proposer and subcontractor personnel interfacing with County employees shall be fluent in the English language as commonly used in business. This includes all customer service personnel who may be subcontracted by the Proposer.
65. **Security Review:** Prior to providing service to the County and entering any County facility, the Proposer's employees shall obtain security clearance from the County. Each employee's name, date of birth and social security number shall be provided to the County. *No Proposer employee will be allowed on the job site without first obtaining such clearance.* These terms are inclusive of any subcontractor or other personnel providing services at County facilities. The determination of acceptance shall be solely the County's decision. The following security requirements apply:
- a) Employee agreements allowing background checks, including fingerprint checks through the State and FBI systems, will be exclusively the responsibility of the Proposer.
  - b) The County may require that a Proposer employee be precluded from entry into any facility. The Proposer shall replace any such employee as directed by the County. The County shall not be responsible for justifying this action to the Proposer or Proposer's employee.

- c) The Proposer shall provide written notice to Justice Services of any changes of Proposer employees providing service to the County and obtain authorization from the County for acceptance 10 business days prior to service provisioning by such employee.
- d) All Proposer personnel shall comply with the County security requirements in which they are performing services under this contract, including signing required log in/out forms.
- e) Should the County reject installation personnel, the Proposer shall provide replacement personnel immediately in order to meet assigned installation dates.

66. **Employee Reassignment:** The County reserves the right to require the Proposer to train, counsel or reassign any personnel (*including subcontractors*) whose action or appearance are not consistent with the standards of the County and in the best interest of the customers utilizing the Proposer's services.

67. **Picture Identification:** The Proposer shall provide employee picture ID badges including the company name and contact telephone number for each employee servicing the County account. While servicing the County, all Proposer employees shall wear a County ID badge. The County shall retain the right to refuse service and access to any employee not displaying an ID badge. All costs associated with acquiring such badges shall be solely borne by the Proposer. The Proposer's on-site Administrator will also be required to secure a County Contractor badge.

68. **Project Supervisor:** The Proposer shall provide a Project Supervisor (PS) to work in conjunction with Justice Services regarding the delivery of services and specifications as outlined in this proposal. The Proposer's Project Supervisor will be the ongoing single point of contact for all services resulting from this contract. The "PS" will oversee (*manage if you will*) all services delivered to the County on behalf of the Proposer. The County will not be expected to directly interface with any *pieces* of the Proposer's organization, subcontractor or other third party without the agreement of Justice Services.

The Proposer's Project Supervisor will be responsible for developing, submitting and updating a project plan. The document shall reflect all tasks including training, meetings, dates, reports/reviews and other information associated with this project. The Plan shall be maintained throughout the duration of the contract. The first plan is due no later than five business days after the contract award. The project shall be updated weekly, submitted electronically and discussed with the Justice Services Project Person. The Proposer shall meet with Justice Services, on-site, on a weekly basis through implementation. The project plan will serve as the basis for discussion.

69. **Background of Project Supervisor:** The Proposer shall identify the recommended Project Supervisor and provide a description of his/her background, qualifications and experience, particularly as it applies to the County's project. Note that the County reserves the right to approve or disapprove the Proposer's recommended "PS", and such approval will not be unreasonably withheld. Once the installation process is underway, the County reserves the right to terminate the services of the "PS" and require the Proposer to replace the individual if he/she is not performing in an acceptable manner as determined by the County.

70. **Rules of Conduct:** Any Proposer and subcontractor employee working at the Justice Center shall abide by the *Rules of Conduct for Persons Providing Contracted Services* as defined by the County. As such, this includes any contact, including correspondence,



other than the performance of services for which the Proposer is contracted to provide, giving or selling of anything and accepting or buying anything.

- 71. **Intoxication:** Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from the facility/grounds and barred from future entry to the County Justice Center.
  
- 72. **Responsibility to County:** During the performance of services, the Proposer and their employees are responsible to the Facility Administrator, and by virtue of a contract with the County agree to abide by all the rules, regulations, policies and procedures of Justice Services and the County.
  
- 73. **Confidentiality of Information:** The Proposer shall abide by all rules, regulations and laws of the County and Justice Services that relate to the confidentiality of records and all other privileged information. All Proposer agents, acting on behalf of the Proposer's organization shall not discuss any confidential or privileged information with family, friends or any persons not professionally involved with persons under the supervision of the County. County staff is fully aware that if they are approached by anyone outside of the County who requests information, they are to immediately contact their supervisor and the appropriate Justice Services staff member. Any violation of the above may result in cancellation of the contract and any and all contractual obligations.
  
- 74. **Oral Presentation:** Prior to the contract award, the Proposer may be required to make an oral presentation to clarify responses or to describe system functionality. Presentations shall be in person at a County location and may include an interactive presentation of telephone and administrative terminal software operation.

**Exhibit B: References**

Proposer's Name: \_\_\_\_\_

Indicate below three current and three previous references. All portions of the template shall be completed

Current Reference #1

|                                  |  |
|----------------------------------|--|
| Name of Facility or Institution: |  |
| Mailing Address:                 |  |
| Contact Person & Title:          |  |

|                             |  |
|-----------------------------|--|
| Telephone Number:           |  |
| Contact email Address:      |  |
| Date Service Began:         |  |
| Number of Phones Supported: |  |

Current Reference #2

|                                  |  |
|----------------------------------|--|
| Name of Facility or Institution: |  |
| Mailing Address:                 |  |
| Contact Person & Title:          |  |
| Telephone Number:                |  |
| Contact email Address:           |  |
| Date Service Began:              |  |
| Number of Phones Supported:      |  |

Current Reference #3

|                                  |  |
|----------------------------------|--|
| Name of Facility or Institution: |  |
| Mailing Address:                 |  |
| Contact Person & Title:          |  |
| Telephone Number:                |  |
| Contact email Address:           |  |
| Date Service Began:              |  |
| Number of Phones Supported:      |  |

Proposer's Name: \_\_\_\_\_

Previous Customer Reference #1

|                                  |  |
|----------------------------------|--|
| Name of Facility or Institution: |  |
| Mailing Address:                 |  |
| Contact Person & Title:          |  |
| Telephone Number:                |  |
| Contact Email Address:           |  |
| Date Service Began & Ended:      |  |
| Number of Phones Supported:      |  |

Previous Customer Reference #2

|                                  |  |
|----------------------------------|--|
| Name of Facility or Institution: |  |
| Mailing Address:                 |  |
| Contact Person & Title:          |  |
| Telephone Number:                |  |
| Contact Email Address:           |  |
| Date Service Began & Ended:      |  |
| Number of Phones Supported:      |  |

Previous Customer Reference #3

|                                  |  |
|----------------------------------|--|
| Name of Facility or Institution: |  |
| Mailing Address:                 |  |
| Contact Person & Title:          |  |
| Telephone Number:                |  |
| Contact Email Address:           |  |
| Date Service Began & Ended:      |  |
| Number of Phones Supported:      |  |

**Exhibit C: References for Subcontractors/ Third Party Providers**

Proposer's Name: \_\_\_\_\_

Indicate below three references for each subcontractor below:

Reference #1

|   |  |
|---|--|
| Name of subcontractor:                      |  |
| How will subcontractor be used:             |  |
| Name of facility serviced by subcontractor: |  |
| Contact person:                             |  |
| Mailing address:                            |  |
| Telephone number:                           |  |
| Contact email address:                      |  |

Reference #2

|   |  |
|---|--|
| Name of subcontractor:                      |  |
| How will subcontractor be used:             |  |
| Name of facility serviced by subcontractor: |  |
| Contact person:                             |  |
| Mailing address:                            |  |
| Telephone number:                           |  |
| Contact email address:                      |  |

Reference #3

|   |  |
|---|--|
| Name of subcontractor:                      |  |
| How will subcontractor be used:             |  |
| Name of facility serviced by subcontractor: |  |
| Contact person:                             |  |
| Mailing address:                            |  |
| Telephone number:                           |  |
| Contact email address:                      |  |

## **INSTRUCTIONS FOR COMPLIANCE WITH SECTION 285.530(2) R.S. Mo.**

Missouri Revised Statutes Section 285.530(2) requires recipients of St. Louis County contracts in excess of \$5,000 to provide an affidavit and documentation showing that the contracting party participates in a federal work authorization program with respect to employees working on the contracted services:

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530(2) R.S.Mo.

### **Business Entities**

Pursuant to 285.530(2) R.S.Mo., business entities awarded St. Louis County contracts in excess of \$5,000 shall affirm their enrollment and participation in a federal work authorization program with respect to the employees working on the contracted services by:

- (1) Submitting a completed, notarized copy of the WORK AUTHORIZATION AFFIDAVIT FOR BUSINESS ENTITIES form, and
- (2) Providing documentation affirming the business entity's enrollment and participation in a federal work authorization program (see below) with respect to the employees that are working in connection with the contracted services.

A Federal work authorization program is an electronic verification of work authorization program or any equivalent federal work authorization program operated by the United States Department of Homeland Security. The E-Verify program is an internet-based work authorization program and is a widely-used worker verification program offered by the Department of Homeland Security.

Information on the E-Verify program can be found at [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify) or at [www.uscis.gov/portal/site/uscis](http://www.uscis.gov/portal/site/uscis) by clicking on the E-Verify icon on the left side of the screen. The E-Verify Memorandum of Understanding ("MOU") can be found at [www.gov/files/nativedocuments/MOU.pdf](http://www.gov/files/nativedocuments/MOU.pdf).

Acceptable documents to show enrollment and participation in the E-Verify program consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the employer, and (2) a valid, completed copy of the signature page signed by the employer and the Department of Homeland Security – Verification Division.

### **Individuals or Sole Proprietorships**

Pursuant to 208.009 R.S.Mo., no alien who is unlawfully present in the United States shall receive any contract from local governments, including St. Louis County. Accordingly, individuals or sole proprietorships awarded any contract with St. Louis County shall provide proof that the individual is a citizen or permanent resident of the United States or is lawfully present in the United States.

Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

This proof shall be submitted to County after a proposer is selected and prior to contract execution. Failure to provide the required documentation may result in County's rescinding of the award of the contract.

### **Failure to Comply**

Compliance with Section 285.530(2) R.S.Mo. is required for any contract with St. Louis County in excess of \$5,000. If a business entity that is awarded a contract does not complete and return the required documents and/or affidavits to St. Louis County as part of the contract, this failure will be deemed a breach of the terms of such contract. St. Louis County, Missouri has the right to refuse to honor any contracts or orders, both present and future, with any business entity that does not provide the affidavits and/or documents required by 285.530(2) R.S.Mo. to St. Louis County. Pursuant to Section 208.009 R.S.Mo., no contract for any amount shall be awarded to any individual by St. Louis County without documents showing proof of that person's citizenship or lawful presence, or by individual affidavit averring to the individual's citizenship or lawful presence in the United States.

**WORK AUTHORIZATION AFFIDAVIT FOR BUSINESS ENTITIES  
PURSUANT TO 285.530 R.S.Mo.  
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

County of \_\_\_\_\_ )

) SS.

State of \_\_\_\_\_ )

My name is \_\_\_\_\_.

I am:

An individual or sole proprietor (see instructions regarding required documentation. No affidavit is required.)

**OR**

The \_\_\_\_\_ (title) of  
\_\_\_\_\_ (name of business). I am authorized to make this affidavit and have personal knowledge of the facts stated herein.

I hereby affirm that the aforementioned business is enrolled in and participates in a federal work authorization program operated by the United States Department of Homeland Security with respect to all employees working in connection with this contract. I have attached documentation to this affidavit to show enrollment and participation by the aforementioned business in a federal work authorization program, as required by Section 285.530 R.S.Mo. In addition, I affirm that this business does not knowingly employ any person who is an unauthorized alien in connection with the work on this contract.

Further, Affiant sayeth not.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**ATTACHMENT 2  
AUTHORIZED SIGNATURES**

List the name and title of those individuals in your organization who are authorized to execute proposals, contracts, and other documents and/or instruments on behalf of the organization. Specify if more than one signature is required.

**NOTE: Signature shall appear next to name**

|              |           |       |
|--------------|-----------|-------|
| Name (Typed) | Signature | Title |
| Name (Typed) | Signature | Title |
| Name (Typed) | Signature | Title |
| Name (Typed) | Signature | Title |
| Name (Typed) | Signature | Title |
| Name (Typed) | Signature | Title |

The undersigned, being duly sworn, deposes and says that the foregoing is a true statement of facts concerning the individual, corporation, co-partnership or joint venture herein named, as of the date indicated:

Name of Firm - Be Exact

|  |   |
|--|---|
| <p align="center">Sworn to before me this</p> <p>day of _____,</p> <p align="center">Notary Public</p> <p align="center">Notary Seal</p> | <p align="center">Authorized<br/>Signature(s)</p> <p align="center">Corporate Seal(s)</p> |
|--|---|

Please type or print information for your organization's primary contact person regarding this RFP.

Name \_\_\_\_\_

Phone number \_\_\_\_\_

E-mail \_\_\_\_\_





**ATTACHMENT 4**

**PRICE PROPOSAL AND SCHEDULE**

Proposer Name: \_\_\_\_\_

The County believes in providing fair and affordable services to friends and family. The Vendor must disclose all possible consumer and inmate fees and charges. This includes Vendor fees and third-party fees. County may reject proposals if all potential fees are not fully disclosed. This would include, but is not limited to, basic telephone charges, any and all deposit fees, transfer fees, refund fees, account maintenance fees, connection charges, billing fees, paper bill fees, monthly access fees, etc.

Vendor agrees that all charges shall be within guideline set by Federal and State law and regulations.

**Call, Visitation and Message rates:** Proposer shall use the firm, fixed rates per minute for all calls, video visitation and Messages as indicated below. **The County desires a rate as low as possible without a commission for both non-international calling and video visitation.**

|                           |             | Rate |
|---------------------------|-------------|------|
| Non-International Calling | Per Minute  |      |
| International Calling     | Per Minute  |      |
| Voicemail                 | Per Message |      |
| Video Visitation          | Per Minute  |      |
| Electronic Messaging      | Per Message |      |

**Pre-paid Account Set-Up & Funding Fee:** If the Proposer charges a fee to set-up a pre-paid account or a fee to fund a pre-paid account, they shall state the firm, fixed fee below. If the Proposer does not charge a set-up fee or funding fee for a pre-paid account, they shall indicate "N/A" or "\$0.00" in the space provided. The Proposer may either indicate a per funding event fee or a one-time set-up fee for a pre-paid account, but not both. Additionally, the Proposer is strictly forbidden from charging or levying any other fees or charges on pre-paid accounts. The County reserves the right to subjectively evaluate the Proposer's pre-paid account set-up fee and funding fee as part of the evaluation criteria.

| <i>Description</i>   | <i>Unit of Measure</i> | <i>Firm Fixed Price</i> |
|--|------------------------|-------------------------|
| Per Funding Event Fee for Prepaid Account                  | Per Event              | \$                      |
| <i>One Time Set-Up Fee to Establish a Pre-Paid Account</i> | <i>Per Account</i>     | \$                      |

*(Written Amount)*

ATTACHMENT 5

**AFFIDAVIT OF COMPLIANCE WITH ST. LOUIS COUNTY CHARTER SECTION 12.020**

I, \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, am authorized to make this affidavit, and  
(Company Name)

by doing so, I attest that the Company, which is a

( ) sole proprietorship ( ) partnership ( ) joint venture ( ) limited liability company  
( ) corporation, incorporated under laws of State of \_\_\_\_\_,

is in compliance with the following representations:

1. Said Company has not made a campaign contribution to a candidate for elective office authorized by the St. Louis County Charter (County Executive, County Councilmember, County Prosecutor, or County Assessor) within 90 days of issuance of this solicitation (hereinafter "prohibited contribution"); and
2. Said Company shall not make a prohibited contribution within 90 days after award of the contract from this solicitation; and
3. If Company makes a prohibited contribution within 90 days of award of the contract from this solicitation, then said Company is disqualified from entering into such contract with St. Louis County; and
4. If Company makes a prohibited contribution within 90 days of award of the contract from this solicitation and executes such contract with St. Louis County, said contract shall be deemed void; and
5. Said Company will comply with all applicable laws, ordinances, rules and regulations governing the conduct of business in St. Louis County and the State of Missouri.

I, the Affiant, acknowledge that I am signing this Affidavit as a free act and deed of the Company and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me, a notary public, in \_\_\_\_\_,  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. County State

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## ST. LOUIS COUNTY CHARTER

**Section 12.020.** No candidate committee for a person who is a candidate for an elective office authorized by this Charter shall accept a campaign contribution from any person who, or entity that, is competing or submitting an application for any St. Louis County contract beginning ninety (90) days before any solicitation or request for proposals issued and ending ninety (90) days after the corresponding contract has been awarded; if any candidate committee accepts such a prohibited contribution, the person or entity making the offending contribution shall be disqualified from entering into such a contract with the County and, if any such prohibited contract has been executed, it shall be deemed void.

(General election of 11-6-18)