

**Inmate Calling Service (“ICS”) System
Request for Proposals**

**City of Anderson Police Department Detention Center
Anderson, South Carolina**

Inmate Calling Service System

Deadline: 01/31/2019 at 12:00 PM Noon Local Time

SECTION 1 - GENERAL INFORMATION

INTRODUCTION

The City of Anderson Police Department Detention Center is seeking proposals from Inmate Calling Service (“ICS”) vendors based on the enclosed specifications. This Request for Proposals (RFP) includes a detailed description of the facility requirements, and provides detailed instructions for submitting a compliant response. Any item not specifically mentioned but necessary for the delivery and operation of the proposed ICS system shall be included in any proposal submitted for consideration.

CONTACT INFORMATION

Any questions or communications pertaining to this RFP must be directed to the following individual:

Captain Doyle Carpenter
City of Anderson Police Department Detention Center
401 South Main Street
Anderson, SC, 29624
Email address: dcarpenter@cityofandersonsc.com
Telephone: 864-332-5722

Vendors are strictly prohibited from contacting other City or facility personnel regarding the RFP at any time prior to issuance of Notice of Intent to Award. Such contact is grounds for disqualification of the vendor from further consideration. The current vendor’s contact is limited to that which is necessary to perform routine maintenance, repair and service under the existing contract.

BACKGROUND

It is the intent of these specifications to obtain proposals from qualified, experienced vendors capable of providing reliable Inmate Calling Service. All proposals should be based on the following Project Information:

Current ITS Vendor	Pay Tel
End of Current Contract Term	February 1 st , 2019
Desired Contract Term for Selected Vendor	1 year + 2 additional years with both parties in agreement each year
Voluntary Termination by Either Party	Upon 90 days’ notice

Facility Name(s)	City of Anderson Police Department Detention Center
Facility Address	401 South Main Street Anderson, SC 29624
Facility Phone Number	864-231-2277
Facility Capacity (beds)	135
Facility Average Daily Population	109
Wall-mounted Inmate Telephones (Industry Standard, Corded)	15
Wall-mounted Inmate Telephones (Cord Free)	0
Portable Cart Inmate Telephones	0
Telecommunications Devices for the Deaf	0
Traditional, Visitation Stations (to be Recorded)	0

CALL HISTORY

See attachment A for a summary report of the last 12 months of call history. This information is provided as historical background data provided for your information. The City cannot predict and will not guarantee future call volume.

SCHEDULE OF EVENTS

The estimated schedule for the RFP is as follows:

RFP Publication Date:	01/14/2019
Deadline for Vendor Questions:	01/25/2019 at 12:00 PM Noon
RFP Response Deadline:	01/31/2019 at 12:00 PM Noon
Contract Award:	To be determined

FORMAT & DELIVERY OF PROPOSALS

Each Vendor must prepare a **sealed written response** to this RFP and deliver it to the specified address by the date and time listed in the Schedule of Events. **Fax and email copies of proposals will not be accepted.** Late delivered proposals will be rejected. Documents shall be prepared in accordance with the following:

- 1 original Proposal (with ink signatures where required)
- 2 copies of the Proposal
- 1 copy of any Confidential/Proprietary Information in a separate, sealed envelope
- Single sided printing
- Numbered pages
- Proposals may be bound in a 3 ring binder or by other similar means.

CONFIDENTIAL & PROPRIETARY INFORMATION

Any portion of the RFP response which is Confidential must be placed in a separate, sealed envelope marked accordingly.

PREPARATION AND ORGANIZATION OF PROPOSALS

Proposals shall contain acknowledgement and response of each item in the RFP organized as specified below. **Failure to address any item shall be interpreted as non-compliance and cause for rejection.** The appropriate response for each item is either "Acknowledged and agreed." If the Vendor wishes to take exception or offer an alternative, the response should be shown as "Exception" followed by a thorough description of the exception. **IMPORTANT:** Exceptions to mandatory items will result in proposal rejection. Exceptions to non-mandatory items will be considered by the evaluation committee based on the best interest of the City. The City reserves the right to waive minor typographical errors or omissions in the response to any non-mandatory item.

SECTION 2 - COMPANY BACKGROUND & CAPABILITY

A. VENDOR INFORMATION

1. Complete the following table:

Company Name	
Corporate Headquarters Address	
DUNS Number	
Type of Entity (i.e. Corporation, LLC, Joint Venture, Sole Proprietor) List the state of formation.	
Ownership (Privately held or publicly traded)	
Date Company was founded	
Number of years providing ITS under the current name	
List all name changes and ownership changes involving the company since it was formed	
List name of parent company or holding company	
List any pending sale or acquisition. If none, confirm whether or not the company is currently for sale?	

2. Provide the name of the facility, installation date and location of the first ICS system installed by Vendor under its current name.
3. List all personnel who will be involved with the installation, operation, repair, maintenance and administration of the ICS system. Include name, position, responsibilities and brief resume of qualifications of key personnel. The Vendor must demonstrate in its proposal that all installation and support staff who will install, maintain and repair the proposed system are trained to provide service on the proposed system.

B. REFERENCES

The Vendor must provide a minimum of three reference accounts of similar size and scope. Vendor must have proven history of serving local jails within the state of South Carolina over the past 10 years.

C. LITIGATION

Provide a list of all past, present and pending claims, judgments, revocations, cease and desist notices and/or lawsuits initiated by an individual, business or class during the past three (3) years in which the Vendor is, or has been involved as a defendant, and the status or outcome of such claims. List separately any action filed by the US Attorney General or any State Attorney General and detail the claims associated with these cases.

D. DATA BREACHES

Provide a list of each data breach instance whether the result of unauthorized disclosure by company personnel, or unauthorized access by outside parties. Explain the nature of the breach, how many records were released, which agencies were involved, and how the breach was first brought to the company's attention.

E. COMMISSION DISPUTES

Provide a list of any instance involving commission underpayment that resulted in the reaching of a settlement agreement or payment of commissions due in excess of \$100,000. Provide the name of the agency or confinement facility(ies) involved, describe the nature of the error or oversight, how the error was brought to vendor's attention and the terms of the settlement.

SECTION 3 - SPECIFICATIONS

The following features will be required for the selected ICS system:

A. HARDWARE AND SOFTWARE

1. The Vendor shall furnish, install and maintain all hardware and software necessary to provide all telephone services to the inmates utilizing the Vendor's ICS system to the City.
2. The Vendor shall provide all hardware and software necessary to provide the ICS as requested in this RFP. These services include but are not limited to inmate telephones, wiring, connectors, jacks, network hardware, centralized ICS platform with call processing and recording and monitoring capability, and software systems for both Test and Live Environments. All equipment provided shall be industry standard, state-of-the-art, new and completely operational at cutover.
3. Describe the architecture of the system being proposed. Discuss the system's reliability and adaptability.
4. The architecture must be expandable to accommodate future growth and change outs. Include the company's policy and procedure for expanding the existing system and how this is accomplished.
5. The ICS system Administrative Access should be available via a secure Web Interface. The Administrative Access must work real-time with the ICS system for monitoring and reporting.

B. STATION EQUIPMENT

1. Vendors ICS station equipment shall be powered by the telephone line and require no additional power source.
2. The ICS station equipment shall be industry standard, sturdy, vandal resistant, tamper-free, and suitable for a detention environment. Explain, in detail, the equipment being proposed. Include illustrations.
3. The Vendor shall provide telephone reception quality equal to the highest level of toll quality offered to the general public when using the Public Telephone Network and shall meet telecommunication industry standards for service quality.
4. The Vendor shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to:
 - Provide telephones which are accessible to persons in wheelchairs at locations designated by the facility,
 - Provide Telephone Devices for the Deaf (TDD), the number of which will be determined by the demographics of the inmate population
 - Provide the required number of telephone stations with volume controls.

C. ICS SYSTEM

1. The ICS system shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
2. All inmate calls will be processed by an "automated operator" and shall not allow access to a "live operator" at any time. The ICS system shall prohibit direct-dialed calls of any type. All calls will be outbound only, no inbound calling shall be allowed. Describe in detail how the system processes automated calls.

3. The ICS system shall limit the inmate to a single call attempt. The ICS system shall always require the inmate to disconnect and initiate another call.
4. Each call, having been identified as being placed through the Vendor's ICS system, shall be delivered to the called party as a collect call, debit and/or pre-paid call.
5. During the call set up process, the ICS system shall provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the City of Anderson Police Department Detention Center.
6. State how the inmate's name is recorded in advance and played back to the called party. If the PIN feature is used, can the name be recorded once and stored for use with all future calls placed using that PIN?
7. The ICS system must offer the called party an option to receive a rate quote during the call set-up process before the call is accepted. Explain how this is accomplished.
8. All calls must be clearly announced by call type and identified as a call from an inmate to the called party. This recording must be heard by the Called Party, and be free of any charges. The Called Party must be given the option to accept or refuse all call types. Each call (whether collect, debit or pre-paid) shall include the following announcement: "This call will be recorded and may be monitored." (The only exception to this announcement requirement would be calls to verified attorneys or other counsel approved by the facility and exempt from recording.)
9. The ICS system shall process calls on a selective bilingual basis: English and Spanish. However, the Vendor must agree to provide additional language options upon request of the City at no cost. The inmate must be able to select the preferred language by pressing a single key on the dial pad. Dialing instructions in both English and Spanish must be provided to the inmate by the ICS system.
10. The following numbers should be automatically blocked in the ICS system: operator access (0 or 00) and directory service numbers, vertical service codes such as 311, 411, 911; specific NPA's such as 700, 976, 900; equal access and "dial-around" numbers such as 10XXX; and 800, 866, 877, and all other toll free numbers. State the capabilities for blocking additional phone numbers.
11. Number blocking/unblocking must be capable of being done in "real time" by the Facility through the Administrative Access.
12. Specific telephone numbers such as victims, witnesses, facility staff, judges, law enforcement personnel and other numbers requested by the Facility shall be blocked either at the Facility or by the Vendor.
13. Call acceptance by the called party shall be accomplished for all collect, debit, and pre-paid calls through caller positive acceptance by pressing a key on the dial pad. Voice acceptance **is not** an acceptable method for positive call acceptance. No call shall result in a call charge without positive acceptance by the called party.
14. The Inmate Calling Service system shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, pagers, operator intercepts, quick disconnects, no voice from called party, etc. The Vendor shall provide information on how the proposed ICS system will meet this requirement.
15. After the dialing sequence, the ICS system must allow the inmate to monitor call progress until the call is answered by the called party. The inmate shall not be allowed to communicate with the called party until the call is positively accepted by the called party.
16. The ICS system shall provide a voice prompt to the inmate which explains why a call was not completed. Please provide the voice prompts the system uses to inform the inmate of the call progress/call denial.

17. The system shall provide a voice message which instructs the call recipient on how to block future calls. Describe how this is accomplished, and provide the voice message heard by the called party. Include the procedure for removing the block.
18. The ICS system shall allow for adjustable call duration time limits and a voice message shall notify both parties one (1) minute prior to call termination.
19. The maximum allowed call length shall be programmable by inmate PIN, phone number dialed, housing unit and/or facility, and the ICS system as a whole. The ICS system shall have automatically-timed "turn on"/"turn off" features adjustable and programmable by Facility staff.
20. In the unlikely case of the loss of commercial power and the failure of the uninterrupted power supplies (UPS), the ICS system must automatically restrict or "shut off" all inmate telephones so that no inmate calls can be made until commercial power is restored and access is once again provided by facility staff.

D. DEBIT AND PRE-PAID CARDS

The City requests the Vendor be able to support both debit call and/or prepaid card applications. The applications must include, but not be limited to, the following:

1. The ICS system must provide both debit call and/or prepaid card service offerings.
2. The debit application shall interface with the Inmate Trust Account and/or Commissary for ease of transfer of money from the trust account/commissary to the ICS debit application.

The Facility Jail Management System (JMS) Vendor is: Bluhorse

JMS Contact: Bradley Pace

Phone Number: 877-373-2973

Email: brad@bluhorse.com

The Facility Commissary Vendor is: Kimble's Food by Design

Commissary Contact: Lee Farnsworth

Phone Number: 706-884-5527

Email: leef@kimblesfood.com

The Trust Account function is part of the Commissary.

3. The ICS system shall provide the inmate with the current balance of his or her debit account and/or inmate pre-paid card at the time of the call.
4. The debit call and pre-paid card applications shall allow international calls. The Vendor shall provide international rates for each country in the Cost Proposal.
5. Upon an inmate's release, the Vendor shall have the ability to close a debit account and refund the balance to the inmate's trust account.
6. Debit call and Pre-Paid Card Options, including rates, fees, surcharges, terms and refund procedures must be included in Vendor's Intrastate and Interstate Tariffs.

E. REPORTING

1. The Vendor must provide reporting with querying methods and capabilities which provide maximum flexibility, with a user-friendly interface. Efficiency and accuracy are required at both central and remote sites. The Vendor must describe in its response the reporting capabilities of the ICS system including,

without limitation, the ability of the system to access reports or a subset of reports to authorized personnel by password or other structured access and how this will be accomplished.

2. The ICS system shall provide an activity and user log-in report.
3. The ICS system shall provide Call Detail Reports for all calling activity.
4. The Call Detail Reports must include the following criteria and shall be capable of being sorted by any of these criteria:
 - Facility name
 - Called party number
 - Originating station
 - Off-hook date/time
 - Call begin date/time
 - Length of call
 - Type of call
 - Payment method (collect, pre-paid card, or debit)
 - Other (Free Calls, Calls to Commissary, Officer Check-in, Attempts, etc.)
 - Call traffic type (local, intrastate IntraLATA, intrastate InterLATA, interstate InterLATA, or international)
 - Cost of call
 - PIN number
 - Termination code/reason for disconnect (incomplete, busy, refused, accepted, 3-way, etc.)
5. All reports shall be exportable to Excel spreadsheets.
6. The ICS system shall be capable of providing specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available real time for monitoring purposes and be capable of being sorted by a specific date or range of dates:
 - Approved numbers by inmate name or identifying number
 - Calls by PIN or other identifying number
 - Specific date or range of dates
 - Calls by originating station
 - Frequently called numbers
 - Common numbers called (for all numbers called by more than one inmate)
 - 3-way calls
 - Alert numbers showing calls/attempts
7. The ICS Vendor shall also provide the capability to customize reports for Facility staff upon request. There will be no charge for customized reports.

F. SECURITY FEATURES

1. The Vendor will describe how multiple authorized personnel will have simultaneous access to the ICS system administrative features while maintaining adequate security to prevent unauthorized use and access. The Facility Administrator or his or her designee must be capable of programming security access levels for designated personnel.
2. The Vendor shall have the capability, upon request, to establish a "Crime Tip" line. Calls to the "Crime Tip" line shall be free and shall be routed via the ICS system to a number designated by the Facility.

3. For calls placed from the ICS system, the calling number identification (caller ID) must be blocked or masked with Vendor's customer service number.
4. The ICS system must be able to be shut down quickly and selectively through the Administrative Access.
5. The ICS system shall be able to take an individual station out of service without affecting other stations or units.
6. The ICS system shall prevent inmate telephones from receiving any incoming calls from outside the Facility.
7. The ICS system shall monitor the switch hook of the inmate telephones, and if the switch hook is depressed or the magnetic switch hook is activated at any time during a call, the call will be disconnected, or an internal dial tone should be activated to prevent chain dialing attempts.
8. Please describe how the Vendor ICS system detects 3-way calls, and explain why the proposed technology provides the best 3-way call detection. What options does the ICS system provide to address 3-way calls (i.e., terminate the calls, flag the calls, etc.)? The ICS system must play a message to the inmate and called party prior to terminating the call. Please provide this message.

G. PERSONAL IDENTIFICATION NUMBERS (PINs)

1. The ICS system shall have the capability to provide collect, debit and pre-paid card calling utilizing a PIN.
2. The ICS system shall have the capability to interface with the facility management software so that the inmate PIN will be automatically transferred to the ICS system. If the facility selects the interface option, staff shall not be responsible for entering PIN numbers into the ICS system when new inmates are added. The ICS system shall be capable of receiving, storing and using Inmate ID numbers generated by the facility management software.
3. Once an inmate's PIN has been activated in the ICS system, the inmate shall be allowed to place calls.
4. Facility administrators shall have the ability to review and modify any privileges or restrictions pertaining to an inmate's calling privileges. Levels of administration should be password protected.
5. The ICS system shall include, at a minimum, an alert system for "hot numbers" that will detect attempted calls made to pre-determined numbers and attempted calls using pre-determined PINs.
6. The Vendor's ICS system shall indicate the date/time when an individual PIN entry was added to or modified in the ICS system. The ICS system shall also indicate the user who added or modified the PIN.

H. RECORDING AND MONITORING

1. The ICS system shall provide full channel recording and monitoring of all inmate calls. The Facility shall have the capability to immediately play back any recorded call.
2. The ICS system shall provide the option to record calls from the visitation phones.
3. The ICS system shall prevent the recording of attorney-client calls. The Facility will provide the Vendor a list of all known attorneys' local numbers. Discuss how the system ensures that a call to an attorney is not recorded.
4. The ICS system shall provide for simultaneous playback of recorded calls and continuous recording of live conversations. It is required that the playback of any selected channel must be accomplished while continuing to record all input channels.

5. The Vendor shall provide remote Administrative Access via a secure Web interface to investigators for the ICS system at no cost to the Facility. The provision of remote Administrative Access shall allow investigators the same features and functionalities, permitted by the user's authorized level of access, available on an on-site Administrative Terminal.
6. The ICS system shall allow authorized Facility personnel to remotely access call recordings and monitor live conversations. The system shall allow multiple users to listen to the same conversation from multiple locations. Detail what measures exist to guarantee security and ensure denial of unauthorized use.
7. The ICS system shall be capable of showing real time call activity through the Administrative Access. This call activity shall at a minimum include Inmate PIN (if used), date of call, start time of call, stop time of call, originating station and called number.
8. The ICS system shall allow for the monitoring of calls on an as needed basis through the Administrative Access. Calls to be monitored can be selected by inmate PIN and/or the called number.
9. Vendor's ICS system must allow investigators to attach notes to call detail records associated with each recorded call. This information will be available for future investigations.
10. Describe the system's capability to provide alerts, which will alert investigators when a specific telephone number is called or when a specific inmate places a phone call. System must provide capability for multiple alerts to be emailed to investigators and for the call to be forwarded to multiple investigators' telephones and/or cell phones for real-time monitoring of the call in progress. A security PIN will be required for accessing the real-time call.
11. The system should utilize redundant hard disk drive arrays for short and long term storage of the call records and call recordings. All call recordings shall be stored on-line and immediately available for one year.
12. Describe how the ICS system safeguards the call recordings and where the call recordings are stored.

I. VOICE BIOMETRIC TECHNOLOGY

The City requires that Vendor's inmate telephone service include voice biometric technology. Vendor must provide an overview of the technology, including detail on the enrollment process associated with the voice biometric solution.

J. OPTIONAL FEATURES/PRODUCTS

Describe any optional features or products available to City within the rate and commission structure proposed. Commission deductions or rate additives in exchange for added products are not acceptable and will be grounds for disqualification.

SECTION 4 - COMPLIANCE WITH LAWS AND REGULATIONS

A. COMPLIANCE WITH LAWS

1. Federal, State, and Local Laws

The Vendor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the Vendor and its employees including, but not limited to, compliance with the EEO guidelines, the Americans with Disabilities Act, the Occupational Safety and Health Act of 1979, and minimum wage guidelines. Vendor shall provide evidence of compliance with all state unclaimed property laws.

2. State Law and Jurisdiction Clause

At the time of submittal of the Proposal under this solicitation, the proprietorship, partnership, or corporation must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. The lack of a proper certification or authorization to provide the ICS solicited by this RFP will render the Vendor non-responsive and result in disqualification of the non-responsive vendor's proposal. Vendor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the ICS Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by governmental agencies.

3. Taxes and Government Mandated Fees

In performing customer billing and collecting for prepaid services, Vendor is responsible to determine, apply, bill to, and collect from Customers the applicable federal, state or local sales, use, communications, Universal Service Fees (USFs), and other taxes and fees. Vendor shall be solely responsible for filing all returns for Taxes imposed on or with respect to Customer's service billed and paying or remitting all such Taxes and other items and any applicable interest or penalties.

4. Vendor License and Certification Requirements

At the time of submittal of Proposal under this solicitation the Vendor shall have procured a certificate of authority to transact business and paid all charges and fees necessary and incidental to the lawful conduct of the provision of its business. With respect to local requirements, any Vendor doing business in the City of Anderson is required to obtain a City Business License. Vendor shall keep fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the provision of ICS and shall comply with the same.

B. REGULATORY COMPLIANCE AND LITIGATION

1. Provide a copy of the Vendor's State Public Service Commission certification. Indicate the date when the company began offering Inmate Calling Service in the state and the date the certification or registration was approved or accepted.
2. Provide a list with a detailed explanation of any formal proceedings or hearings in the past ten years where the Vendor is a named party. This list shall include all hearings (including complaint and contested certifications) involving the Vendor as a primary contractor or subcontractor, filed with or initiated by the FCC, State Office of the Attorney General and/or any Public Service Commission/Public Utility Commission in any state where the Vendor is conducting business. Upon request, the Vendor must produce non-redacted copies of the complaint or other document initiating the proceeding, the document inventory,

transcripts of any hearings, all staff recommendations, for the City’s review. **If the complaint is ongoing, a letter must be submitted by Vendor’s legal counsel addressing the potential outcome of the complaint.** Formal proceedings are a matter of public record, cannot be classified as confidential or proprietary and may not be redacted.

3. Provide the following information about Vendor’s certification status and history nationwide:

Question	Yes or No	Provide State, Case Number, Date & Enclose a Copy of the Final Decision or Order
Has Vendor ever applied for regulatory certification and been denied operating authority?		
Has Vendor ever had its regulatory certification revoked or suspended?		
Has Vendor ever been barred from operating in a State for any length of time?		

5. Provider must agree to comply with all ICS Rules and Orders of the State Public Utilities Commission and Federal Communications Commission during the term of the contract and that failure to do so is sufficient grounds for the City, with 30 days’ notice, to terminate its contract with the provider. If the City terminates the contract with the provider for just cause in accordance with the preceding circumstances, the provider agrees to hold the City harmless.

SECTION 5 - IMPLEMENTATION, TRAINING

A. INSTALLATION

1. Provide a detailed implementation plan, including a projected timetable, for the ordering, testing, installation, site-testing and cutover of the proposed ICS system. Indicate if facility staff involvement is required and to what extent. The overall plan shall be designed to minimize downtime and disruption during peak inmate calling periods.
2. Installation of all inmate telephones and ICS equipment shall be accomplished during hours approved by the Facility Administrator.
3. The Vendor agrees to obtain the City's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.
4. The successful Vendor must agree to install the quantity of inmate telephones required by the Facility.
5. The Vendor shall clean up and remove all debris and packaging material resulting from work performed.
6. The Vendor shall restore to original condition any damage to City properties caused by installation personnel associated with the Vendor, including repairs to infrastructure, walls, ceilings, etc.
7. The Vendor agrees to install, repair and maintain all Vendor-provided equipment, lines, and cabling at no cost to the City during the term of the ICS Agreement.
8. All costs or losses due to vandalism shall be the responsibility of the Vendor.
9. The Vendor must indicate the physical size, space, and environmental requirements of any ICS system equipment to be installed at the site(s).
10. The Vendor must indicate any electrical and environmental requirements for the proposed ICS system equipment. This will include any requirement for a dedicated electrical circuit. Vendor will be responsible for any additional expense required to provide a dedicated circuit.

B. TRAINING

1. The Vendor shall provide training for the Facility staff at the Facility during installation. Additional training shall be provided to new staff assigned during the term of the ICS Agreement at no cost to the City. Specify how staff is instructed on the use of the ICS system and the amount of staff training provided.
2. When requested by the Facility and at no cost to the City, informational pamphlets shall be available for inmates and inmate visitors to explain how calls are placed and how to open accounts with the Vendor.

SECTION 6 - SUPPORT & MAINTENANCE

A. TECHNICAL SUPPORT CENTER

1. Facility personnel shall have access to Vendor's 24-hour Technical Support/Network Operations Center via a toll-free number. Please indicate if Technical Support Center staff are Vendor employees or subcontractor employees.
2. Vendors shall provide all repairs using Service Tickets that are opened, updated and closed by field technicians and Technical Support/Network Operations Center staff, providing the detail of the final resolution of said problem.

B. REMOTE DIAGNOSTICS

1. Describe in detail how the ICS system shall provide for continuous on-line supervision and remote diagnostics, as well as remote offline system access for advanced programming and diagnostics. Define the features and/or functions of the ICS system that can be diagnosed, controlled, and programmed remotely. Access to the built-in advanced diagnostics and program control shall be accessible remotely by the Technical Support/Network Operations Center staff and shall provide failure reports, service history and other diagnostics.
2. Any problems with the ICS system shall be reported immediately by the Vendor to designated Facility personnel. Status updates shall be provided according to the agreed upon schedule based on the service action level until resolution.

C. SERVICE RESPONSE PROCEDURES

1. Explain in detail the Vendor's service response procedures, including the response time for minor and major service outages. Define "service outages." Describe how the facility is kept informed of progress.
2. Provide an escalation plan and timetable for resolution of complaints or problems at all levels that are not handled within normal response times. Identify the name, title, and telephone number of person(s) to be contacted above the person responsible for the account. State the procedure for notifying the next level.
3. The Vendor must provide the Facility with a complete list of contact numbers for the Vendor's Technical Support/Network Operations Center support team, technicians and management team. 24 hour, toll-free emergency telephone numbers must also be furnished.
4. Provide a contact person who will be responsible for ongoing account management and support.
5. Describe Vendor's normal maintenance procedures.
6. The Vendor shall provide the necessary parts, materials, labor, and transportation to maintain all inmate telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the ICS Agreement. No charge shall be made to the City for maintenance of the ICS system.

SECTION 7 - COST PROPOSAL

COST PROPOSAL

A. CALL RATES/CONSUMER VALUE

1. The ICS rates, fees and surcharges charged to called parties shall not exceed the rates mandated by the state PSC/PUC, FCC and/or the Facility for all services.
2. Provide a complete schedule for proposed call rates. The Rate/Commission Offer form is provided at the end of the RFP document. If multiple rate options are offered, complete a separate form for each option. Limit of two options per proposal.
3. There shall be no charge for unanswered or not accepted calls. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.
4. Call timing must begin when the called party positively accepts the call. No "set up time" may be added to the call duration and call timing may not be based on any time-point earlier than acceptance. Vendor shall confirm their policy on call timing.
5. Vendor shall submit a request in writing to receive approval from the City for any rate increases and/or decreases for inmate telephone calls before new rates are implemented. The City will respond in writing to Vendor's request within thirty (30) days. Should Vendor increase the calling rates without the express written approval of the City such rate increase may be grounds for termination of the ICS Agreement, and Vendor must issue credits or refunds to all customers that are overcharged. Vendor shall implement any mutually agreed rate adjustments requested within thirty (30) days of said request, subject to regulatory approval.

B. CUSTOMER FEES/CONSUMER VALUE

1. Vendor shall list any and all charges and fees that are charged to the called party. Each charge/fee must be explicitly authorized by the appropriate agency (e.g. Public Service Commission/Public Utilities Commission and/or FCC) and contained in Vendor's Intrastate Tariff or rate schedule on file at the State PSC/PUC or available for public review on Vendor website and the Vendor's Interstate Tariff or rate schedule required by the FCC for public review on Vendor website. If the Vendor is found charging non-approved fees, the ICS Agreement may be terminated.
2. Describe Vendor policy on maintaining customer account balances. Does Vendor charge customers a monthly account maintenance fee? Do customer account balances get absorbed or expire after a set period of time? If so, state time period.
3. Describe Vendor policy on refunding unused customer account balances. Include any fee charged for refunds and time to receive refund.

C. FEE REGULATION COMPLIANCE

1. FCC Regulations limit fees as follows, Vendor must confirm acceptance and compliance with the following regulations:

§64.6020 Ancillary Service Charge.

(a) No Provider shall charge an Ancillary Service Charge other than those permitted charges listed in §64.6000.

(b) No Provider shall charge a rate for a permitted Ancillary Service Charge in excess of:

(1) For Automated Payment Fees—\$3.00 per use;

(2) For Single-Call and Related Services—the exact transaction fee charged by the third-party provider, with no markup, plus the adopted, per-minute rate;

(3) For Live Agent Fee—\$5.95 per use;

(4) For Paper Bill/Statement Fee—\$2.00 per use;

(5) For Third-Party Financial Transaction Fees—the exact fees, with no markup that result from the transaction.

2. Describe how vendor modified existing facility contracts as a result of the above fee structure. For each facility served in South Carolina, describe any contract change, including any rate increases, commission reductions and/or any portion of revenue excluded from commissions as a result of the FCC regulation of fees. Contracts with public entities are a matter of public record, and as such, are not considered proprietary or confidential.

3. Vendor must specify the timeframe for expiration of prepaid funds and method for refunding unused balances.

D. FACILITY COMPENSATION

1. Specify the vendor's proposed commission percentage offered. Compensation is not applicable to interstate calls. A simple proposal for recurring compensation is preferred. Up-front incentives or bonuses will not be accepted. Please limit your offer to no more than two rate/commission options.

2. Deductions from commission for added value services or products are not acceptable. Any option offered in association with a commission reduction or deduction will be disqualified.

3. Vendor shall commit to providing a detailed monthly report of calls, minutes and revenue by call type. The revenue shown in the report must correlate to the contractual per minute rate in each category.

RATE/COMMISSION OFFER FORM

Type	Option to Pay for One Call with a Credit Card or Debit Card (if offered)				Collect, Prepaid Collect, Debit & Prepaid Debit Card Calls			
	Transaction Fee	Per Minute Charge	Total Cost for 5 Minute Call	Commission	Per Call Charge	Per Minute Charge	Total Cost for 10 Minute Call	Commission
Local Calls					Not permitted			
Intrastate					Not permitted			
Interstate					Not permitted			
International (Debit and/or Prepaid Card Only)					Not permitted			