



## **PROCUREMENT DEPARTMENT**

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**Teria G. Sheffield**  
**Procurement Director**

**SOLICITATION TYPE:** Request for Proposals

**DATE:** 4/26/2023

**ID Number:** 2869

**Title:** Inmate Telephone System and Wireless Tablet System

**Due Date/Time:** May 17, 2023 at 11:00 a.m.

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

**Opening Location:**

Government Center Building  
Room 3401  
6 S. Congress St., York, SC 29745

**Point of Contact:** Bryant Cook, Procurement Manager  
Email: [procurement@yorkcountygov.com](mailto:procurement@yorkcountygov.com)

**Questions Deadline:** No later than May 11, 2023 at 4:00 p.m.

**Tentative Date of Council Approval:** June 5, 2023

**Description**

York County is seeking Proposals from qualified Contractors for an Inmate Telephone System and a Wireless Tablet System for York County Detention inmates for a period of three (3) years with the option to extend for up to two (2) additional one (1) year extensions. These services may be awarded in part and/or in whole. York County reserves the right to award different services to different vendors and proposals will be accepted for one or both services.

## **SECTION 1 TELEPHONE SYSTEM SCOPE OF WORK AND SPECIFICATIONS**

### **1.1 Purpose**

The purpose of this procurement is to make available to the designated inmate population of between 450 and 525 access to telephones during certain hours of the day. Inmate access to telephones is to be supervised and monitored by York County Detention Center staff. The system furnished shall be of advanced technology with state-of-the-art equipment provided.

### **1.2 Scope of Work Inmate Telephone System**

Offerors must own the product solutions as an integrated package. Third party interfaces are not acceptable and will be cause for disqualification. Vendor must confirm product solutions are part of an integrated solution owned by vendor.

### **1.3 Facilities and Telephones**

The locations and number of telephones initially required are listed below, but may need to be adjusted during the course of the contract to accommodate significant changes in inmate population. Vendor must agree to adjust the number of inmate telephones or to relocate existing telephones as needed at no cost to the York County Detention Center.

#### **FACILITY LIST AND NUMBER OF TELEPHONES REQUIRED**

<u>Facility</u>	<u>Address</u>	<u># Inmate Phones</u>
Detention Main	1675-3A York Hwy, York, SC 29745	54
Detention Annex	778 Justice Blvd. York, SC 29745	16

Additional Required Units:  
Three (3) TDD units.

### **1.4 Telephone Service Required**

The system must be capable of providing local, inter-LATA, intra-LATA, and international telephone service to inmates.

### **1.5 Telephone Hardware**

#### **1.5.1 Suitable for Inmate Environment**

The contractor is to provide telephones that are suitable for an inmate environment, meaning that telephones are equipped with durable housings and reinforced cords. Each telephone is to be a non-coin, "dumb" type unit that is tamper-resistant. Equipment must not contain any external removable parts.

### 1.5.2 Volume Control

All inmate telephones will have adjustable volume control.

### 1.5.3 TDD/TTY Compatible

Inmate telephones must be compatible with the use of TDD/TTY units that may be required for hearing impaired inmates.

## 1.6 Minimum Technical Requirements

The following items outline the minimum specifications required. Offerors are required to respond to each item, fully detailing and explaining how the system proposed will accomplish each specification.

### 1.6.1 Automated Direct Call Processing

Only automated call processing of collect and pre-paid intra-LATA, inter-LATA, interstate, and prepaid international calls will be allowed. The system shall require a positive acceptance by the called party. Only after positive acceptance will the inmate and the called party be allowed to talk. The system shall create and save a call detail record of all call attempts, whether accepted or rejected and the fate of the call shall be noted in the record.

### 1.6.2 Pre-Pay Calling Service

In addition to traditional collect call service, York County Detention Center requires that the vendor provide pre-pay options for called parties. The pre-pay calling option must allow friends and family members (Users) the ability to establish an account directly with the Vendor.

The Vendor should describe available Pre-Pay Calling Options to include at a minimum the proposed approach to the following:

- Prepaid account set up
- Account replenishment options and methods
- Account balance inquiries and notifications

### 1.6.3 Real-Time Called Party Prepaid Account Set Up Method

At the time of an inmate's attempted collect call to a number that cannot receive collect calls (due to billing restrictions, cell phone, etc.), the system shall put the inmate on hold and offer the called party the option to set up a prepaid account using a credit or debit card. This payment method will allow the collect call that would have otherwise been blocked to be connected as soon as the account is set up. If the called party elects not to set up an account, the inmate is to be informed and the call attempt terminated.

### 1.6.4 Electronic Inmate Debit Payment Method

The system shall provide an option for inmates to pay for calls themselves from their personal debit or trust accounts. Describe the system's capability of electronic debit calling that is integrated with the York County Detention Center's inmate banking or commissary system (inmate trust accounts).

### 1.6.5 Allowed Call List

Vendors shall describe the system's capability to provide allowed call lists to limit calls to only those phone numbers listed on an inmate's approved call list.

#### 1.6.6 International Calling

Vendors shall describe the system's method for the completion of international calls outside of the North America Dialing Plan.

#### 1.6.7 Inmate Personal Identification Number (PIN)

The inmate telephone system must have an integrated PIN assignment and management function that allows any or all inmate callers to be identified. The system must be capable of requiring the entry of a valid PIN at selected or all inmate telephones for the successful completion of calls. The proposed system must have the capability to record and save the inmate's name during the inmate's first call attempt, to be automatically retrieved by the system for subsequent calls.

#### 1.6.8 Biometric PIN Verification

The inmate telephone system shall verify the identity of inmate callers using voice biometrics. The voice biometric functionality must be fully integrated within the telephone platform and operate in real time. Enrollment of each inmate's voice print into the system must be easily accomplished without the need for York County Detention Center staff supervision.

#### 1.6.9 PIN Control and Suspension

The system must allow an authorized person to add, change, or suspend an inmate's calling privileges by altering settings associated with the inmate's PIN. Such changes shall be implemented immediately; as soon as the change is made and saved. In the case of a suspended PIN, the system must have the capability to automatically reactivate the inmate's calling privileges and assigned restrictions after a user-specified date.

#### 1.6.10 Telephone Numbers per PIN

The system shall have the ability to assign a limited number of allowable telephone numbers per PIN. The system should have the ability to record in a self-learning mode, phone numbers to be added to the inmate's PIN.

#### 1.6.11 Call Processing/Blocking System

The call processing/blocking system controller shall be external from the phone. The call processing/blocking system controller shall be centralized for all facilities to allow inmates to move to another facility without having to re-enter information.

#### 1.6.12 Uninterruptible Power Source

An uninterruptible filtered power source must be provided for any hardware maintained at each of the facilities. In the event of a commercial power failure, the uninterruptible power source will provide a minimum backup power of at least fifteen (15) minutes to the system.

#### 1.6.13 System Failure Telephone Disconnection

If the system fails, all inmate phones must be automatically disconnected.

#### 1.6.14 User-Friendly Voice Prompts

The system shall provide an automated operator with friendly voice prompts that give information and instructions to both the inmate and the called party. The automated voice prompts must be capable of facilitating an inmate's call from off the hook to hang up. Explain the types of prompts available throughout the automated operator system.

#### 1.6.15 English and Spanish System Capability

The system must be capable of responding to English and Spanish speaking inmates. There shall be dialing instructions provided in English and Spanish on each inmate phone set. System prompts,

warnings and messages must be available in English and Spanish. The Offeror must describe how this will be accomplished with the proposed phone sets. If needed, additional languages must be available at no cost to York County Detention Center.

#### 1.6.16 Remote Diagnostics, Programming, Polling and System Alarm Reporting

The system shall support remote diagnostics, programming, polling, and system alarm reporting directly to the Offeror, with the ability to notify the York County Detention Center of any alarm reporting issues.

#### 1.6.17 Programmable Conversation Length

The system shall support a programmable maximum allowed call time length (example: 15 min.) with time remaining warning message heard by both parties prior to call termination. The maximum allowed call length shall be programmable by inmate, phone, phone number dialed, housing unit, and facility as a whole. The proposed Inmate Telephone System must also have the ability to support different maximum allowable call lengths for inmate calls, including calls made with the assistance of a TTY/TDD device.

#### 1.6.18 Programmable Inmate Access

The system shall support a programmable inmate access based on time, date, or day of week. This access shall be programmable by inmate, phone, destination phone number, housing unit, facility, and by the system as a whole. Additional holiday settings shall be available to allow alternate scheduling of phone usage for specific holidays.

#### 1.6.19 Programmable On/Off Service

The system shall support a daily programmable on/off service by individual phone, a group of phones, or by destination number and shall have the ability to shut down all or some of the phones from the system workstation.

#### 1.6.20 Manual On/Off Switch

A manual on/off switch for each phone shall be located in a secured office or area specified by York County Detention Center.

#### 1.6.21 On-Site PC Administration Workstation

The system shall include at each facility at least one (1) on-site personal computer workstation that provides: an access program to the system's centralized controls and databases, speakers for real time monitoring and replay of recorded conversations, a CDRW drive for transfer of call data and call recordings to CDs, and a compatible printer for call data reporting.

The on-site administration PC must exist only as a portal to the centralized control system, meaning that underlying system functionality and inmate telephone service must operate completely independent of any administration terminal. Should an on-site computer "crash" or otherwise become disabled the central system must continue to function normally, maintaining full control of inmate telephones according to preprogrammed settings. Additionally, and system controls and call data shall remain accessible from authorized remote computers until the on-site workstation computer is repaired or replaced.

#### 1.6.22 On-Site PC Administration Software

System software must be security-level based and password protected. A system user who is properly authorized to perform different administrative tasks must be able to do so with a single log-in to the system. Describe the proposed system's password security system.

The user interface software must provide the York County Detention Center staff with the ability to control, monitor, and report inmate telephone usage. Describe common administrative tasks performed at the system workstation.

#### 1.6.23 Call Detail Records

The inmate telephone system must generate a detailed call record for every inmate call attempt. All call detail records must be collected and stored in real-time at a central, secure location with redundancy.

All call detail records shall be stored on-line, available at the system workstation, for the entire duration of the contract.

#### 1.6.24 Call Detail Reports

Call Detail Reports should be available to the York County Detention Center on a real time basis via the on-site PC workstation. The system must be capable of allowing the user to specify limiting parameters for call searches, such as a search for all calls during a specified time period, calls placed by a specific inmate, calls to a specific destination number, etc.

- 1.6.24.1 Each Call Detail Report must provide at a minimum for each record returned the station; destination, facility name, PIN, date, time, length, cost, acceptance or rejection code, and reason for incomplete calls.
- 1.6.24.2 Each Call Detail Report must provide the option to sort in ascending or descending order by the station, destination, facility name, PIN, date, time, length, cost, acceptance or rejection code, and reason for incomplete calls.
- 1.6.24.3 Each Call Detail Report must provide a summary of the total cost and total minutes for all calls in the report.
- 1.6.24.4 Within the Call Detail Report, the PIN number must provide the inmates name if listed in the PIN database.
- 1.6.24.5 Within the Call Detail Report, the PIN number must provide a direct link to edit PIN settings for a specific inmate without leaving the current reporting screen.
- 1.6.24.6 Within the Call Detail Report, attempted three-way calls must be flagged for visual identification.

#### 1.6.25 Call Detail Reports Results

The call detail results reports shall allow the end user to move column headers, remove columns, sort columns, include or exclude columns in the result set.

#### 1.6.26 End User Landing Page

The end user may select a landing page within the user interface related to their role or preference. End users with a role specific to Inmate PIN management may select the PIN management module as their chosen landing page.

#### 1.6.27 Unlimited End Users

The system should support unlimited number of end users.

#### 1.6.28 User Roles

The system should support an unlimited number of unique roles with varying capabilities to be assigned to unique end users.

#### 1.6.29 Restricted User Roles

The system shall provide the ability to establish roles for users who are setup to only allow access to specified inmates or dialed numbers.

#### 1.6.30 Ad Hoc Reports

The inmate telephone system must provide ad hoc reporting capabilities that allow authorized staff to build custom reports using advanced tools for selecting, sorting, and combining call data that may reveal trends and correlations that might otherwise not be apparent in standard call detail reports.

#### 1.6.31 Ad Hoc Reporting

The Ad Hoc reporting capability must allow for an end user to search “many to many” complex queries such as all staff numbers, all known visitors, all known vendors or all inmates who meet a criteria.

#### 1.6.32 Security Threat Groups

The system’s reporting capability must have a built-in security threat correlating function. It must allow the definition and selection as search criteria one or more special lists of inmates (e.g. all inmates belonging to a particular gang) and one or more special lists of telephone numbers (e.g. facility employee numbers), such that all calls by inmates in a given list are automatically correlated with the specified list of numbers.

#### 1.6.33 Other Administrative and Investigative Reports

In addition to call detail reports, the inmate telephone system must provide a variety of other administrative and investigative reports at the PC workstation. When appropriate, the user must be able to limit the search to call records that meet specified criteria. Describe the report capabilities of the proposed system and discuss the system’s ability to provide the special types of reports listed below.

For specified time periods, the desired reports should include, but not be limited to:

- Call frequency reports by origination number, destination number, PIN, and trunk line ID.
- Report of all numbers called by more than one inmate.
- PIN report showing when and by whom the accounts were created and/or modified.
- Hot PIN report that identifies PINs of special interest and their assigned Alert Groups.
- Hot number report that shows all calls/attempts to numbers of special interest.
- Call recording playback history report (showing when and who listened to a recording).
- Debit account information and transaction reports (if applicable).
- System activity and user log reports that include among others, a report of users who have downloaded and copied calls to CD or other portable medium.

Call statistic report providing a numerical count of total completed (accepted) calls and total incomplete calls with separate counts for calls that did not complete because they were blocked, refused, not answered, or not completed due to a busy signal.

#### 1.6.34 Call Traffic Analysis Graphs

The system shall have the capability to display in graphical format call statistics for the current day, month, or other designated time periods. The purpose of graphs is to provide the York County Detention Center a quick way to verify that calls are being made and to determine the overall call traffic patterns and revenue. For example, for the day (or month or other designated time period) the York County Detention Center would like to see at a glance the fraction of attempted calls that are completed; and the fraction of call revenue that is generated by collect calls compared to inmate debit or call party prepaid. Graphs must be automatically or otherwise easily generated and displayed.

#### 1.6.35 Call Security and Call Blocking

The system shall provide complete call security and call blocking at the unit location. It shall also have a programmable reestablishment mode for restrictions placed on the inmate's use of the phone system. All call security and blocking settings must take place in real-time with no delay in system changes.

#### 1.6.36 Restricted Incoming Calls

The system shall restrict incoming calls, allowing outgoing calls only.

#### 1.6.37 Call Restriction Capabilities

The system shall have the capability to restrict area code, exchange, single number or range of numbers. The system shall disallow 800/900/information/operator call options. Prefixes such as 900, 950, 800, 888, 700, 976, 411, and 911 shall be automatically blocked. Calls to the operator through 0, 00, 10xxx, 950xxx, etc. shall be disallowed.

#### 1.6.38 Name Recording Capability

The proposed Inmate Telephone System must have the capability to record the inmate's name either at the time they place their first (1st) call attempt or by the vendor's provided administrative personnel. The inmate's recorded name must be stored by the Inmate Telephone System and utilized on all future call attempts in the announcement to the called party. The system must allow for the maintenance of such recorded names.

#### 1.6.39 Disallowance of Chain Dialing and Secondary Dial Tones

The system shall disallow chain dialing and secondary dial tones. The inmate must hang up before dialing a new number.

#### 1.6.40 Real Time Identification of Inmate to Inmate conferencing

The system should identify in real time calls that are suspected of multiple inmates conferenced by the called party. This capability should apply to all sites for the York County Detention Center as well as other sites associated with York County Detention Center.

#### 1.6.41 Inmate-to-Inmate Conferencing

The system should allow the ability to filter and retrieve calls that are suspected of inmate to inmate communication by being conferenced by the called party. Inmate-to-Inmate conferencing shall be displayed in real time as the event occurs in the live monitoring section of the inmate telephone platform



#### 1.6.42 100% Call Recording Feature

The system shall have 100% digital call recording as a feature; however, calls to attorneys will not be recorded. This feature will allow real time recording of individual calls, online storage of each recording for a minimum of three (3) years, and shall have the ability to off-load a specific call to a recording medium that retains a chain of evidence admissible in a court of law. The recording feature must be able to be deactivated on a per-number dialed and/or per PIN basis. The system must allow for the ability to mark individual recorded calls to prevent the deletion when the normal storage period is expired. Such protected calls shall be maintained until such protection is removed.

#### 1.6.43 TDD/TTY Services

The system must be capable of providing telephone service, as well as call restrictions, for hearing impaired inmates using a TDD/TTY device. The system must provide functionality that allows facility personnel to monitor and record-for-replay calls transmitted through a TDD/TTY device. The system must also have the capability to record the TTY call and convert it to text so that it can be stored and reviewed via the inmate telephone system user interface. Explain how the proposed system meets these requirements.

#### 1.6.44 Alternatives to TDD/TTY

Propose solutions or alternatives for hearing impaired inmates or called parties.

#### 1.6.45 Attorney Numbers

Inmate calls to approved legal/attorney numbers shall be exempt from monitoring and recording. Describe in detail how the system will protect pre-approved attorney numbers from monitoring and recording. Individual attorney numbers must be configurable for predefined call durations as necessary.

#### 1.6.46 Free Calls

The System shall have the capability to provide fee calls to preapproved local numbers.

#### 1.6.47 Warning Statement

The system must provide a "warning statement" in both English and Spanish on each phone set that states "This call is subject to monitoring and/or recording". This statement must also be given as a message on the initiation of the phone call for both parties information. Such message and capability must be disabled on calls between inmates and their attorneys of record.

#### 1.6.48 Capability to Interject Messages

If deemed necessary by York County Detention Center, the system shall have the capability to interject messages into an inmate's call at random intervals that remind the called party that the call is from an inmate at the correctional facility.

#### 1.6.49 Administrative Functions Password Protection

It is required that access to administrative functions and data be password protected within the system. Each proposal must detail the level of password protection that is provided with each proposed system.

#### 1.6.50 Three-Way Calling Detection

The system must be able to detect, alert and mark (flag) three-way calling. Such detection of each three-way call attempt shall have the ability to mark (or flag) in the call detail record such call attempt as a fraudulent call attempt. The system shall monitor each line for events that appear to be a three-way call attempt from the called party.

#### 1.6.51 Audit Log Reporting

The system must have the ability to report user activity within the system. Such report shall list the user logged into the system at the time, the date, and activity. The system must allow authorized York County Detention Center staff options to generate audit reports for all users and for individual users, and for all activities and specified activities. Describe the system's user auditing capabilities.

#### 1.6.52 Remote System Access

The system must allow properly authorized York County Detention Center administrators and investigators to remotely access the inmate telephone system's user interface and centrally stored data using personal desktop or laptop computers that have not been provided by the Offeror. Explain how remote access is accomplished.

#### 1.6.53 Inmate Crime Tip Line

The system must provide a no-charge, speed-dial number that connects to a recorded message system that can be used by inmates to anonymously report criminal activity within the facility or to provide information related to criminal investigations.

#### 1.6.54 Access to Recorded Calls

Access and playback of recorded calls shall not require a manual media change. York County Detention Center desires that inmate call recordings be maintained on-line for a minimum of three (3) years and readily available for identification, selection and playback. The search for and ability to playback recorded calls shall be performed on either an inmate telephone system workstation at the main facility, or may be accomplished by searching and retrieving recorded calls from other facilities covered under the scope of this RFP. Remote access to call recordings for authorized users working from offsite PCs must also be provided.

#### 1.6.55 Recording Playback Features

The system must provide two options for recording replay: 1) Begin the replay immediately while the audio file is streaming, and 2) Allow the recording to be fully downloaded to the computer's hard drive before the investigator begins the replay. With these replay options, ability to separate the audio for the inmate and called party; allow slowing-down the playback to better understand unclear passages; pause and fast forward as needed; remove silence from the recording; mark significant points within a recording; add text notes that will remain with the recording when it is copied to a CD or other portable medium, and provide the ability to replay a selected segment of a call, once or many times, without having to replay the entire recording.

#### 1.6.56 Simultaneous Call Retrieval for Investigations

Multiple authorized operators must be able to simultaneously access the centralized recording database to retrieve calls for investigations without having to change or exchange recording media. The system shall provide for an unlimited number of operators to search and download recorded calls across the WAN for all facilities without the degradation of any and all facilities within the provided WAN.

#### 1.6.57 Inmate Management System Interfaces

Describe the vendor's capability to provide software interfaces to other facility programs that would, for example, allow inmate PINs to be automatically transferred into the phone system's database from the facility's jail management system, or would allow monies in an inmate's commissary account to be used for pre-paid inmate (debit) calls. Describe how such interfaces would work.

#### 1.6.58 Hot Alerts

Describe the system's capability to provide hot alerts, which will alert investigators when a specific telephone number is dialed, when a specific inmate places a phone call or a specific phone station is used. System must provide capability for alerts to be emailed to investigators, and for the call to be forwarded to an investigator's telephone and/or cell phone for real-time monitoring of the call in progress. Such real-time monitoring must be undetectable by the inmate and the called party and must not interfere with call recording.

#### 1.6.59 Email or Download Call Recordings

The system shall provide the capability for investigators to email call recordings directly from the system's user interface, and to download call recordings directly from the system to a local drive or to a "flash drive," "thumb drive," or other removable storage device.

#### 1.6.60 Email Link to Call Recordings Listen Only

The system shall allow the capability to email a link for an external user to be allowed to listen to requested calls. The link shall require a password or other form of confirmation that the user accessing the recordings is the authorized user.

#### 1.6.61 Email Link to Call Recordings with Burn Capability

The system shall allow capability to email a link for an external user to be allowed to listen to requested calls as well as download and burn to a CD or DVD or other external media. The link shall require a password or other form of confirmation that the user accessing the recordings is the authorized user.

#### 1.6.62 Real-Time Call Monitoring

The system must allow authorized users to monitor ongoing inmate phone calls in real-time, from an onsite workstation or from a remote PC. Real-time call monitoring must not interfere with call recording and must be undetectable by the inmate and the called party. Explain in detail how your system will provide these features.

#### 1.6.63 Reverse Lookup

The system must provide, at no cost to the York County Detention Center, a mechanism for looking up the name and address of a called-to telephone number for a call in progress, a call attempt, or a completed call. Name and address information must be reported in text and displayed on a map.

### **1.7 OMS Integration Requirements**

The system shall be capable of allowing commissary ordering to inmates via the inmate telephones at no cost and shall provide a complete description and detailed information on this feature/functionality. The current Commissary provider is McDaniel Supply Company.

1.7.1 The system shall have the following capabilities for allowing commissary ordering via the inmate telephones:

- 1.7.1.1 Checking ordering dollar limitations in the JMS at a global and/or inmate level.
- 1.7.1.2 Limiting the day and time of day an order can be placed based upon the commissary ordering schedule.

1.7.1.3 Specify if the system is capable of checking item restrictions such as:

- Item(s) permitted by inmate
- Category of item(s) permitted by inmate
- Item(s) permitted by housing area
- Item(s) permitted by gender
- Maximum quantity of items
- Number of items per category
- Specify the number of orders an inmate can place during an ordering period.

1.7.2 Bidders must be able to allow inmates to check their commissary/trust fund balance via their proposed system solution.

1.7.3 Bidders must allow for inmates to pay for their debit call by directly charging the inmate's commissary/trust fund in real-time. Transfers of inmate money to separate debit accounts, the selling of calling cards, the selling of commissary time, the replacement of the current trust fund system is not permissible.

## **1.8 Mandatory System Requirements**

### **1.8.1 Centralized Processing and Data Storage**

The system must provide secure, centralized storage of both call records and recordings. Records and recordings are to be stored in a RAID (Redundant Array of Independent Devices) environment to provide maximum protection of each call recording.

Each facility must have independent control of the inmate telephones at that facility and have on-site access to the facility's call records and recordings through a workstation computer. The system at each facility must be tied together in a secure Wide Area Network (WAN) that allows properly authorized staff at one location to carry out investigations by accessing call records or recordings from any or all sites. Reporting capabilities must allow for the reporting of a single location or all locations within the network.

### **1.8.2 System Reliability**

System uptime is essential. Offeror must provide outages that lasted longer than 8 hours in a single day over the past two years. Any down-time longer than 8 hours may be cause for disqualification.

### **1.8.3 System Security**

The system must have no security breaches within the past 5 years. Security breaches may be cause for disqualification.

Vendors must supply any and all security breaches that they, any of their partners, their subsidiaries or parent companies have had within the past 5 years as well as nature of the breach.

## **SECTION 2 WIRELESS TABLET SYSTEM SCOPE OF WORK AND SPECIFICATIONS**

### **2.1 Purpose**

The purpose of this procurement is to install a secure wireless system that allows inmates to use a secure tablet device, analogous to commercial tablets, but with security and survivability features specialized for corrections environments, to access a secure, private Wi-Fi network within facilities and make use of applications that may include, but not limited to:

- \* Phone calling
- \* Video Visitation
- \* Educational and self-improvement programs (no cost to the inmates)
- \* Inmate email and messaging
- \* Facility Information distribution
- \* Inmate recreation (music, games, e-books)
- \* E-books should be at no cost to the inmates
- \* Commissary ordering online

Offeror must own the product solutions as an integrated package. Third party interfaces are not acceptable and will be cause for disqualification. Offeror must confirm product solutions are part of an integrated solution owned by Offeror.

Access to the secure wireless access points must be granted to Guardian RFID for use with their technology. Additional access to non-competing vendors must be considered when requested.

### **2.2 Wireless Tablets System Specifications**

2.2.1 Offeror must have its own proprietary operation system (OS) on tablets. Commercial tablets are not acceptable. Offerors only able to offer commercial tablets will be disqualified.

2.2.2 Must offer inmate telephone calling.

2.2.3 Must be implemented in a minimum of 2 customer facilities for at least 6 months.

2.2.4 Must be able to be deployed in a 1 tablet to 1 inmate format.

2.2.5 Shall provide streaming music to offer more value to inmates versus buying ala-carte mp3s.

- 2.2.6 Over-the-air update to upgrade OS (similar to how commercial Windows or smart phone providers requests to upgrade for security issues).
- 2.2.7 System must be deployed as a wireless network.
- 2.2.8 Tablet must be a corrections-grade device.
- 2.2.9 Tablets should be able to provide the inmate the ability to earn recreation/entertainment credit by completing educational/self-help classes.

### **2.3 Tablet Hardware and Accessories Requirements**

- 2.3.1 Case should be either sealed or accessible only by security screws with unique unlock tool
- 2.3.2 Data only enabled USB port (cannot be used to charge other electronics)
- 2.3.3 Barrel Port (for charging tablet)
- 2.3.4 Flame resistant
- 2.3.5 Drop Resistant
- 2.3.6 4" and 7" screen size options
- 2.3.7 Multiple Storage space options
- 2.3.8 FM Tuner (at no cost to inmate)
- 2.3.9 Non-Removable Lithium Battery (specify hours it will run with a charge)
- 2.3.10 Tablet Charging systems (i.e. cart, secured wall units)
- 2.3.11 Ear buds with optional built in microphone

### **2.4 Wireless Tablet Security Requirements**

- 2.4.1 Tablet hardware security capabilities must include the following:
  - 2.4.1.1 Exoskeleton with a clear view of tablet components (so facility staff can visually inspect devices for physical intrusion and/or hardware modification)
  - 2.4.1.2 Security Screws with unique unlock tool
  - 2.4.1.3 Ability to disable any camera
  - 2.4.1.4 Data only enabled USB port (cannot be used to charge other electronics)
  - 2.4.1.5 USB port should not recognize human interface devices (i.e. keyboards) allowed

2.4.1.6 USB port should not recognize Ethernet connections

2.4.1.7 Barrel ports for charging tablets

2.4.1.8 Flame resistant

2.4.1.9 Drop Resistant

2.4.2 Tablet operating system security must include the following:

2.4.2.1 Locked bootloader (Only Operating Systems digitally signed by vendor can be installed).

2.4.2.2 Custom OS that removes risky OS features such as safe boot, factory reset, command line access, blue tooth, wireless tethering, etc.

2.4.2.3 OS should be capable of remote management that is inaccessible to offenders.

2.4.2.4 Should have custom software for communicating with tablets from a connected computer and tablet should be devoid of any standard communication tools (ex. for android OS a common tool would be adb).

2.4.2.5 All installed applications should be evaluated and approved by certified security experts in the field.

2.4.2.6 Wireless security provides the ability to remotely monitor the airspace of the prison and all wirelessly connected devices for security breaches. Capabilities must include:

2.4.2.7 The ability to detect and quarantine an offender tablet that has attempted to connect to an unauthorized wireless network

2.4.2.8 Ability to detect and quarantine a rogue wireless access point that has been smuggled into the airspace of the facility

2.4.2.9 Offeror should monitor wireless activity and provide tools for prison security staff to monitor all wireless activity

2.4.2.10 System should be able to remotely measure signal strength and noise floor of all tablets

2.4.2.11 Monitor tablet inventory

2.4.2.12 System must have wireless airspace reporting

## 2.5 Network Security

2.5.1 Offeror must put in their own wireless network and control internet access. Access to the secure wireless access points must be granted to Guardian RFID for use with their inmate tracking technology. Additional access to non-competing vendors must be considered when requested.

2.5.2 Offeror network appliance must have access control lists that capable of a 1) deny all approach or 2) white List.

2.5.3 Offeror network appliance must have stateless inspection with 1) attack checking 2) automatically discard traffic initiated from the internet.

2.5.4 Offeror network appliance must deploy only with Offeror's circuit so that only Offeror engineers have access to firewall.

## **2.6 Application Security**

The Offeror must provide a mobile device management tool capable of the following:

2.6.1 Must be custom solution to meet the needs of corrections

2.6.2 Built into the Operating System layer to prevent removal

2.6.3 Critical tablet settings must be controlled remotely

2.6.4 Ability to disable any tablet setting

2.6.5 Able to shut down any tablet or group of tablets remotely

2.6.6 Updated applications can be installed remotely

2.6.7 Tablet applications can be removed remotely

## **2.7 System Compatibility and Security**

2.7.1 All software systems must be fully compatible with current vendor's operational systems to allow consistent transactional processing and reporting involving deposits and withdrawals in real time across all platforms.

2.7.2 All transactions must be encrypted using all current industry standard encryption protocols and best practices for security.

2.7.3 The Offeror must demonstrate that their systems have been in use for at least two years, in multiple locations, providing multiple types of transactions.

2.7.4 The Offeror must demonstrate the effectiveness of the integrated security features across all platforms in order to maintain utmost privacy, protection from data intrusion, and fraud prevention for all parties, including York County Detention Center, the Offeror and users.

2.7.5 The Offeror must provide proof of achieving PCI compliance standards and hold a current money transmitter license in the state of South Carolina.

2.7.6 In addition to other security protocols, the Offeror must provide picture capability to assist with the apprehension of those involved in fraudulent activities.



2.7.7 All transactions accepted by Offeror's automated payment systems must be guaranteed to York County Detention Center.

## **2.8 Maintenance and Support**

### **2.8.1 On-Site Equipment Ownership & Service:**

The Offeror will retain ownership of all hardware and software supplied during the term of the agreement. Proposals should include service schedules and all other relative details. All equipment must be serviced as often as necessary to ensure availability at all times. Minor adjustments in the service schedules are allowed as long as the revised schedule maintains an acceptable level of service. The Offeror must make maintenance service available for out-of-order equipment 24 hours per day 365 days per year.

2.8.2 The Offeror will provide a four-hour maximum response to out-of-order calls, 365 days per year. If a piece of equipment cannot be repaired, it must be replaced within 24 hours.

2.8.3 The Offeror must notify York County Detention Center when they notice a software failure. This notification shall be made within two hours and provide York County Detention Center with the estimated repair time.

### **2.8.4 Training:**

Proposals shall include a complete description of training to be conducted for York county Detention Center Staff. Training should include equipment operations and office administration concerning reconciliation and auditing of transactions and report usage.

## **2.9 Licensed**

Offeror must be licensed to do business in the State of South Carolina. The Offeror must comply with the laws of South Carolina including obtaining proper licensure with this State if required to perform the specifications described in this request.

## **SECTION 3 INSTRUCTIONS TO OFFERORS**

### **3.1 Submission Format**

The Proposal should include the following information with tabs to identify each section. Failure to submit this information will render your Proposal as non-responsive.

**SECTION 1: TECHNICAL PROPOSAL:** Provide a description of the Proposer's approach to the services described in Section 1 and Section 2, to include policy options, startup procedures/requirements, methodology, operations, management and billing/invoices reporting procedures to the County. Provide a copy of Proposer's schedule of services. Provide information on the managing of data collected during the contract and the systems and reporting capabilities. Provide a preliminary implementation timeline, including itemized deliverables and milestones **(30% of Total Score)**.

**SECTION 2: QUALIFICATIONS OF THE FIRM:** Provide a description and history of the firm along with information related to previous experience of providing services similar in nature, size and scope to those outlined in section 1 of this document. Provide at least three (3) references for which the firm has performed services within the past five years that are similar to the requirements in the Scope of Services outlined herein Section 1 of this document. The three references should be active clients and reference letters must also include a summary of the project scope, price, contact name and information. Respondent shall provide a narrative clearly addressing their qualifications for the project, and acknowledgment of project scope and compliance of the timeline. The respondent will provide background information including any contact information required to confirm respondent's stated qualifications and experience **(30% of Total Score)**.

**SECTION 3: QUALIFICATIONS OF STAFF:** Provide an organization chart, resumes, and summary of staff qualifications along with key staff pertaining to the contract. Key staff's experience demonstrating current capacity and current expertise in the scope of work outlined in Section 1 of this document. Provide education, certifications, or special training of key staff members who would be assigned to the contract.

**Team:** Provide a description of your team, specifically if you will use resources outside the USA.

**Subcontractors:** The proposal must provide full and complete information for any subcontractor to be involved in this project, to allow the county the ability to assess the qualifications and experience of each subcontractor **(20% of Total Score)**.

**COST/REVENUE PROPOSAL(Submitted separately from the proposal):** A separate Cost/Revenue Proposal PDF must be uploaded under submit response in the GetAll portal. Respondent shall include the total revenue and inmate charge on the form included herein as COST/REVENUE PROPOSAL FORM. **(20% of Total Score)**.

### **3.2 Preparation of Proposal**

All proposals should be complete and carefully worded and must convey all information requested by York County. If errors are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the evaluating committee will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offeror shall supply additional materials as needed for the evaluating committee's internal use. York County reserves the right to reproduce proposals for internal use in the evaluation process.

All proposals shall provide a straight-forward, concise description of Offeror's ability to satisfy the requirements of the RFP.

All documentation submitted with the proposal should be in a single volume excluding the cost proposal, which must be submitted separately in a different PDF under Cost Proposal in the GetAll portal as to be evaluated after all other sections have been evaluated and scored.

If a proposal includes any documents or comment(s) over and above the specific information requested in this RFP, such material must be uploaded under other files in the GetAll portal.

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

### **3.3 Submitting Redacted Copy**

Proposals received by York County are considered public documents under the provisions of the South Carolina Code of Laws, Section 30-4-40, Freedom of Information Act (FOIA). If proposal includes information marked as Confidential, "Trade Secret," or "Protected", Offeror must also submit one complete digital copy in PDF format, of the proposal from which Offeror has removed or concealed such information (redacted copy). The redacted copies should (1) reflect the same pagination as the original, (2) show the empty space from which information was redacted. Except for the information removed or concealed, the redacted copies must be identical to the original proposal, and the Procurement Officer must be able to view, search, copy, and print the redacted digital copy without a password. Marking the entire proposal as Confidential/Proprietary is not in conformance with the South Carolina Freedom of Information Act absent explanation providing an exemption under Section 30-4-40

### **3.4 Submittal**

**Online submittal:** Electronic submittals shall be uploaded in PDF format via the [Getall](#) online portal. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at [support@getall.com](mailto:support@getall.com) to confirm submittal was successful. The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

**For step by step instructions on how to submit a response select Help and then Quick Reference in the [Getall](#) portal:**

### **3.5 Intent**

It is the intent and purpose of York County that this Request permits competition. It must be the Offeror's responsibility to advise York County if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

It is also the intent of this Request to give equal consideration to all Offerors. While evaluating each Proposal; price and service will be factors in making a purchasing decision.

### **3.6 Additional Information**

York County reserves the right to reject any or all responses, waive any technicalities and select the Offeror who is determined to best meet the needs of the County for this Request.

To assure clarity, all Offerors may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via email and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Proposals will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website [www.yorkcountygov.com](http://www.yorkcountygov.com). Each Offeror must acknowledge receipt of such addenda in the space provided in the Proposal document. In case any Offeror fails to acknowledge receipt of such addenda or addendum, the Proposal will nevertheless be construed as though it had been received and acknowledged and the submission of the Proposal will constitute acknowledgement of the receipt of same. It is the responsibility of each Offeror to verify that he/she has received all addenda issued before Proposals are opened. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **3.7 Inquiries**

**General questions about this solicitation should be submitted through the [Getall](#) portal, by selecting the questions icon in the corresponding Q&A column.**

## **SECTION 4 EVALUATION, AWARD, AND CONTRACT**

### **4.1 Evaluation of Proposals**

The Offerors' proposals will be evaluated by a committee comprised of county officials and key personnel with experience and knowledge of services and contracts of this scope and nature. The Offerors' approach, past performance, personnel experience/project team, experience in the services outlined in Section 1 of this document, in addition to the merits of the Proposal and costs are the general Evaluation Criteria. Each committee member will independently evaluate these criteria excluding the cost. Once the committee has evaluated each proposal, the score will be tallied. Lastly, the Cost Proposal will be opened and factored into the final scores.

York County reserves the right to reject any and all Proposals at any time prior to award; and to waive informalities and minor irregularities, and request additional information or clarifications in the evaluation of responses received. York County shall select the offer that best serves the interest of York County; Offerors are advised to provide all pertinent information required by the Proposal in their written response.

## **4.2 Presentations**

York County may require oral and visual presentation from those firms that are ranked or short-listed. This shall be done at York County's sole discretion when it feels presentations are essential as part of the evaluation process. It is the intention of York County to short list three (3) firms and rank each of them according to the most qualified firm with a Proposal and presentation that best suit the needs of York County.

## **4.3 Award**

The County shall award this contract to the highest scoring Offeror who best meets the terms and conditions of the Proposal. The award will be made on basis of evaluation of Proposals, cost and presentations when applicable.

Upon review of Proposals for responsiveness, and satisfaction that the Offeror is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that best suited Offeror.

## **4.4 Terms of Contract**

The contract term shall be for three (3) years, with two optional annual renewals of one (1) year each.

The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of term mentioned above.

Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

## **4.5 Termination of Contract**

a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.

b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.

c. Cause: Termination by York County for cause, default or negligence on the part of the Offeror must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.

d. Default: In case of default of Offeror, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Offeror with any excessive costs.

#### **4.6 Non-Appropriation Clause**

Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

#### **4.7 Protest**

This option is available to any actual Offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract via protest to the appropriate procurement officer within seven days, but not thereafter, of the date notification of award is posted. The first step in this process must be formally addressed to the Procurement Director after the award decision, and subsequently progress to the County Council in the event that a mutual agreement cannot be obtained in the remedy of the award decision.

### **SECTION 5 TERMS AND CONDITIONS**

#### **5.1 Acceptance and Deviations**

Each Offeror must meet all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the Offeror acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the Proposal. Non-substantial deviations may be considered provided that the Offeror submits a full description and explanation of and justification for the proposed deviations titled Exceptions. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

#### **5.2 General Requirements**

All Offerors including the employees of the Offeror must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted proposal responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Offeror to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

#### **5.3 Title VI of the Civil Rights Act of 1964**

Offerors shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE).

#### **5.4 Conflict of Interest**

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing

services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

### **5.5 Indemnification and Hold Harmless**

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

### **5.6 Drug-Free Workplace**

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

### **5.7 Applicability/Jurisdiction of South Carolina Law and Courts**

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm 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 contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

### **5.8 Certificate of Insurance**

Once selected, the successful firm will be required to provide proof of insurance to include workers compensation, employer's liability and general liability prior to commencing work.

### **5.9 Assignment**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

### **5.10 Ownership of Material**

All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this solicitation and including correspondences relating to this solicitation shall, belong exclusively to York County.

### **5.11 Prime Responsibilities**

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

### **5.12 Subcontracting**

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made there with. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

### **5.13 Records Retention and Right to Audit**

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.



## **5.14 Public Access to Procurement Information**

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Offeror, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Offerors deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Offeror's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Offeror must identify specific parts of the proposal package as confidential. Failure to do so or to mark the entire proposal package as confidential may result in disclosure of that information.

NOTE: A redacted copy if applicable, must be uploaded under submit response in the GetAll portal.

## **5.15 Non-Collusion Proposal Certification and Disqualification**

By submission of a proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed prior to the proposal opening, directly or indirectly, to any other Offeror or to any competitor.

No attempt has been or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition

One Proposal: Only one Proposal from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that an Offeror submitted more than one Proposal for the work involved, all Proposals submitted by that Offeror will be rejected.

## **5.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The Offeror certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Offeror or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/proposal.

### **5.17 Certification Regarding Immigration Reform and Control**

The Offeror certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this proposal, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

### **5.18 Chain of Communication**

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Offerors or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

### **5.19 Prohibition of Donations and Gratuities**

Offerors are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Offeror represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Offeror or the Offeror's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Offeror, or any person, firm, or corporation employed by the Offeror in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

# COST/REVENUE PROPOSAL FORM

(One copy to be submitted as a separate document from the proposal)

## A. Inmate Phone Services

Description	Percentage of Revenue Share
<p><u>Commission Returns:</u> Offerors shall clearly list the commission rate to be returned to the Detention Center, as well as the methods of calculating the monies returned. All offers shall be in the form of a percentage of sales; no other options will be considered.</p>	
<p><u>Inmate Pricing:</u> Offerors shall provide accurate pricing that will be charged to the inmate for the different services offered (i.e. telephone phone call, email messages, entertainment via tablets, etc.).</p>	

## B. Inmate Wireless Tablet System

Description	Percentage of Revenue Share
<p><u>Commission Returns:</u> Offerors shall clearly list the commission rate to be returned to the Detention Center, as well as the methods of calculating the monies returned. All offers shall be in the form of a percentage of sales; no other options will be considered.</p>	
<p><u>Inmate Pricing:</u> Offerors shall provide accurate pricing that will be charged to the inmate for the different services offered (i.e. telephone phone call, email messages, entertainment via tablets, etc.).</p>	

**C. Inmate Phone Services and Wireless Tablet System**

Description	Percentage of Revenue Share
<p><u>Commission Returns:</u> Offerors shall clearly list the commission rate to be returned to the Detention Center, as well as the methods of calculating the monies returned. All offers shall be in the form of a percentage of sales; no other options will be considered.</p>	
<p><u>Inmate Pricing:</u> Offerors shall provide accurate pricing that will be charged to the inmate for the different services offered (i.e. telephone phone call, email messages, entertainment via tablets, etc.).</p>	

**D. Acknowledgement of Addenda**

If any Addenda are issued then Offeror hereby acknowledges receipt of all Addenda by indicating Addendum Number and Date Issued:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.  
 Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.  
 Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

**E. Signature Page - OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW**

The submittal must be signed by an authorized representative of the Offeror accepting all terms and conditions contained in this document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPANY TELEPHONE NUMBER

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
COMPANY FAX# (IF APPLICABLE)

\_\_\_\_\_  
CITY, STATE, ZIP+4

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FEDERAL ID#

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

Minority Status

- \_\_\_\_\_ Not Minority Owned
- \_\_\_\_\_ African American Male
- \_\_\_\_\_ Caucasian Female
- \_\_\_\_\_ African American Female
- \_\_\_\_\_ Aleut
- \_\_\_\_\_ Eskimo
- \_\_\_\_\_ East Indian
- \_\_\_\_\_ Native American
- \_\_\_\_\_ Asian
- \_\_\_\_\_ Other (Please Explain)