

The Procurement Division of Knox County Tennessee will receive sealed proposals for the provision of **Inmate Communication Services** as specified herein. Proposals must be received by **2:00 p.m. on August 27, 2020**. Late proposals will be neither considered nor returned.

Deliver Proposals to:
Proposal Number 2976
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917

The Proposal Envelope must show the Proposal Number, Proposal Name and Proposal Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Donnie Fawver, CPPB, Construction and Contract Specialist, at 865.215.5756. Questions may be faxed to 865.215.5778 or emailed to donnie.fawver@knoxcounty.org. Information about the Knox County Procurement Division and current proposals may be obtained on the Internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of one hundred twenty (120) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal (RFP).
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.
- Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 AWARD:** Award will be made to the most responsive, responsible proposer meeting specifications, which presents the product that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis. The evaluation criteria are listed in Section 3.10. Knox County also reserves the right to not award this proposal.
- 1.6 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.7 CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the closing of this solicitation.
- 1.8 COPIES:** Knox County requires that proposals be submitted as one (1) marked original and five (5) exact copies. An electronic copy, in one (1) complete file, is also requested on a USB flash-drive.
- 1.9 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their proposal being non-responsive and disqualified.
- 1.10 DISADVANTAGED BUSINESS PROGRAM:** Knox County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all Disadvantaged Businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Disadvantaged Business Program, please contact:

Knox County Procurement Division
Diane Woods, Business Outreach Administrator
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

- 1.11 ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals. Due to the nature of information requested all submittals shall be in hard copy format. Facsimile submission is also strictly prohibited. All proposals must be mailed or delivered by hand. Knox County shall not be liable for lost or misdirected delivery of the proposal under any circumstance.
- 1.12 HOW TO DO BUSINESS:** Knox County utilizes a web-based purchasing software system, "Knox Purchasing On-Line." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line purchasing system, "Knox Purchasing On-Line," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.13 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposers in the preparation of their proposal.
- 1.14 NON-COLLUSION:** Vendors, by submitting a signed proposal certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.15 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must be able to accept Credit Card (Visa) as a form of payment on equipment purchased from the resulting contract. Proposers are prohibited to charge Knox County any type of merchant/administrative fees from their financial institution to accept this type of payment.
- 1.16 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a contractor whose contract requires possession of firearms or other weapons to successfully complete their contract, contractor must provide personnel who are bonded to bear said weaponry.
- 1.17 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

- 1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposers' ability.
- 1.19 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County shall also not be responsible for proposals delivered to other addresses other than the one listed at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.
- Solicitations **must** be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.
- 1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that proposals being submitted on paper shall:
- 1.20.1 Be submitted on recycled paper
 - 1.20.2 Not include pages of unnecessary advertising
 - 1.20.3 Be made on both sides of each sheet of paper
- 1.21 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposers to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **12:00 p.m. August 14, 2020**. These requirements also apply to specifications that are ambiguous.
- 1.22 SIGNING OF PROPOSALS:** **In order to be considered all proposals must be signed. Please sign the original in blue ink.** By signing the proposal document, the proposer acknowledges and accepts the terms and conditions stated in the proposal document.
- 1.23 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.
- It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.25 USE OF PROPOSAL FORMS:** Proposers are to complete and return the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.26 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's Proposers list for twenty-four (24) months.
- 1.27 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Proposers must be registered with the Procurement Division **prior** to submitting their proposal.
- 1.28 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be performed or used under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.
- Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive proposals.
- 2.8 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined

by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

- 2.13 IRAN DIVESTMENT ACT:** By submission of this RFP, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. All respondents must complete and submit with their response the Affidavit of Compliance with Iran Divestment Act, attached to the RFP as attachment D.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.16 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposal, (3) Vendor's Response to Request for Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.19 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.20 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.21 TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.22 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS, AND CONDITIONS

- 3.1 ACCEPTANCE:** Vendors are advised that neither the signing of delivery receipts nor the payment of an invoice necessarily constitutes acceptance of product or services. Acceptance requires a specific written action by Knox County so stating.
- 3.2 ADDITIONS/DELETIONS:** Knox County reserves the right to add products and services to this agreement or delete products and services as required. Knox County shall negotiate with the successful vendor any changes to the agreement. Amendments to the agreement may require Commission approval.
- 3.3 AWARD PROCEDURES:** The award procedures of this proposal will be as follows:
- 3.3.1 Evaluation of proposals using the criteria listed
 - 3.3.2 Demonstration/Presentations (if required)
 - 3.3.3 Site Visits (if required)
 - 3.3.4 Negotiations (if required)
 - 3.3.5 Contract documents negotiated, drafted and approved
 - 3.3.6 Contract approved by Knox County Law Department
 - 3.3.7 Contract approved by Knox County Commission
 - 3.3.8 Contract Execution
- 3.4 AWARD STATUS:** Knox County intends to issue an initial five (5) year award. Upon the mutual agreement of the vendor, and Knox County, the award may be extended for two (2) additional five (5) year terms. This may result in a total of fifteen (15) years. Knox County reserves the right to terminate the agreement at the end of any particular five (5) year term. Knox County also reserves the right to terminate this agreement, with or without cause, with a one hundred twenty (120) calendar day written notice.
- 3.5 BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be required for any or all employees of the Contractor's, and any subsequent sub-contractor, staff providing services to Knox County. Any cost will be borne by Knox County. Certain felony convictions will prevent individual persons from being on Knox County property. These generally include those offenses that would tend to endanger the health or welfare of persons or staff.
- 3.6 COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with a fax or e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have e-mail capabilities.
- 3.7 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.
- 3.8 CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful proposer. The Knox County Procurement Division will draft this contract and no proposer forms, (eg: Terms and Conditions, Service Agreements, or other standard Company forms) will be accepted as Contract documents or as Contract attachments.
- 3.9 DEMONSTRATIONS/ORAL PRESENTATIONS:** Proposers who submit a responsive, responsible proposal in response to this RFP **may** be required to give a demonstration and oral presentation of their proposal. This will provide an opportunity for the Proposer to clarify or elaborate on the proposal. This is a fact finding and explanation session only and will not include negotiation. Knox County will schedule the time and location of these presentations. Demonstrations and oral presentations are an option of the issuing agency and may or may not be conducted. Should a Proposer receive a request for a demonstration and oral presentation, this shall be done at no cost to Knox County.
- 3.10 EVALUATION CRITERIA:**

❖ Technology/Equipment/Software/Data Storage	40 Points
❖ Proposed Rates and Commission / Agency Cost	30 Points
❖ Inmate Programming/Content	20 Points
❖ Industry Experience/References/Scheduling	10 Points

3.11 INSURANCE: The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Proposers must complete, sign and have its insurance agent sign the attachment and submit it with their Proposal. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverage's and naming Knox County Government as additional insured. It shall be the awarded vendor's responsibility to keep a current Certificate of Insurance on file with Knox County throughout the entire term of the agreement.

3.12 NO CONTACT POLICY: After the date and time the Contractor receives this solicitation, any contact initiated by any Proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this proposal is **strictly prohibited**. Any such unauthorized contact may cause the disqualification of the Proposer from this procurement transaction.

3.13 OPEN PROPOSAL INTENDED: It is the intent and purpose of Knox County that this Request for Proposal promotes competitive proposals. It shall be the Contractor's responsibility to advise the Procurement Division if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Request for Proposal.

3.14 PRICING: Proposers must quote a firm fixed price for the goods, services and commissions noted herein. These prices/charges may not change during the term of the Contract. However the Contractor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the Contractor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the Contractor may:

- 3.14.1** Continue with existing prices
- 3.14.2** Not accept the renewal offer
- 3.14.3** Request a lower price increase

If a price increase is approved by Knox County and Knox County Sheriff's Office, the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the Proposal file. No approvals will be authorized verbally. Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers. However, vendor must submit proof of price increase.

3.15 PRE-PROPOSAL CONFERENCE: A Pre-Proposal Conference will be held on **August 11, 2020** beginning at **10:00 am local time**. Location will be the Knox County Procurement Division, 1000 North Central Street, Knoxville, TN 37917. Though not mandatory, interested parties are encouraged to be present. No weapons of any kind will be permitted inside the facility. Pictures and video of the facility are also strictly forbidden. NOTE: All persons subject to search upon entering the facility.

3.16 PROPOSAL FORMAT: This solicitation is in the Request for Proposal (RFP) format. At the specified date and time of closing, each Proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

Upon the issuance of a formal Notice of Intent to Award, all submissions will be made public and open for viewing and inspection as specified in TCA 10-7-503. Interested individuals may call the Procurement Division to schedule a time to review the submissions.

3.17 PROPOSAL REVIEW: Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's Proposal, may also be noted and made a part of the evaluation file.

- 3.18 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Knox County **will** comply with all legitimate requests. Submission of your Proposal will be an acknowledgement to this provision notwithstanding any language to the contrary.
- 3.19 QUESTION DEADLINE:** The deadline for questions regarding this RFP shall be **12:00 p.m. on August 14, 2020**. All questions must be in writing and sent as directed in Section 1.1. All questions will be answered in written Addenda by **August 19, 2020**. Proposers are hereby cautioned that nothing stated verbally shall have any contractual implications.
- 3.20 REFERENCES:** Proposers **must** furnish five (5) references of Agencies for whom they have provided similar services in the last five (5) years. Knox County may not be used as a reference. Provide complete information as requested in Section VII, Part III.
- 3.21 REMOVAL OF CONTRACTORS EMPLOYEES:** The Contractor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful Contractor(s) remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.22 REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:
- 3.22.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and
 - 3.22.2 That the firm is familiar with all Federal, State, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to, any special acts relating to the work or to the project of which it is a part; and
 - 3.22.3 That such temporary and permanent work required by the contract documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and
 - 3.22.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.
- 3.23 SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project.
- The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to Knox County and all costs associated are the responsibility of the contractor.
- Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. The contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.
- 3.24 SUB-CONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this proposal and during the duration of the award. If the interested vendor only sells the equipment, and the equipment meets all of the standards set forth by the RFP, that vendor may sub-contract a local team to install and maintain the equipment. However, installation, project management, and quality control of that installation must be directly overseen by the awarded vendor or their designated sub-contractor.

- 3.25 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV CURRENT ENVIRONMENT

- 4.1 **INTENT:** The Knox County Sheriff's Office (KCSO) is seeking proposals for Inmate Communication Services at all Knox County Correctional Facilities. This process will be done with strict oversight from KCSO personnel and will require extensive communication between the parties involved.

- 4.2 **BACKGROUND INFORMATION:** The Knox County Sheriff's Office (hereinafter referred to as KCSO) operates three (3) facilities housing inmates. In 2019, the facilities average approximately one thousand four hundred seventy-eight (1478) inmates per day, with a rated total capacity of one thousand three hundred seventy-one 1371. These facilities are located at different addresses listed below.

Knox County Jail
400 Main Street
Knoxville, TN 37902

Roger D. Wilson Detention Facility
5001 Maloneyville Road
Knoxville, TN 37918

Knox County Work Release Center
4800 Maloneyville Road
Knoxville, TN 37918

- 4.3 **COMPATABILITY:** The vendor must be able to interface with Knox County's current inmate management system. For successful integration with this system, the vendor must be able to connect to an external database and retrieve predefined data. It is the vendor's responsibility to retrieve and apply this data as needed for the proposed system. Vendor must also have the ability to integrate with KCSO's current Live Scan/Mugshot System (Dataworks) in order to share photo and demographics. This vendor requires the ability to share data from a SQL database structure.
- 4.4 **FACILITY ORIENTATION:** All employees performing work at any Knox County Correctional Facility shall be required to go through an orientation of the facility and facility procedures before beginning work at or in the facility. All personnel who may be working at any facility must attend this meeting. Additional Contractor employees will also need to attend the orientation if they are assigned to the job at a later date.
- 4.5 **INSTALLATION:** Contractor will be required to install the entire system for Knox County Sheriff's Office. Installation costs must be included in Section VII, Part IX. **There shall be no hidden charges.** Installation includes, but is not limited to, all set up and connecting of equipment, hardware, software etc. for the system to be fully functional. Installation will not be considered complete until all aspects of the system are tested and shown to be fully operational and compatible as determined by KCSO.

SECTION V VENDOR REQUIREMENTS

- 5.1 **COMMISSION PAYMENT AND REPORTING:** The vendor shall provide commission payments and call purchases no later than the thirtieth (30th) day of the month following the month of revenue recognition. **Vendor is to provide KCSO with access to electronic monitoring to these details to view and print reports related to calls, message/email, video visitation, and entertainment purchases and all rates thereof.** Information in reports shall include date range, phone number, inmate number, email addresses, options for searching. All phone call reports shall include a detailed breakdown of the traffic for all collect, debit and prepaid calls for each inmate phone, or area of phones. Call detail shall include, at a minimum, each for the following items for each inmate phone station broken down by collect, debit and prepaid calls types: (a) Facility Name; (b) Facility Identification Number; (c) Facility Street Address, City, State, and Zip Code; (d) Automatic Number Identifier, or Station Number; (e) total Gross Local revenue and Commission per Inmate Telephone or Inmate Telephone Station; (f) total Gross Intralata/Intrastate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (g) total Gross Interlata/Interstate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (h) Total Gross International Revenue per Inmate Telephone or Inmate Telephone Station; (i) Commission Rate; (j) Total Commission Amount (Including, but not limited to, Local, Intralata/Intrastate, Interlata/Interstate, and International; (k) Period Dates; (l) Total Minutes of use per Inmate Phone Station for each call type; (m) Total Number of Calls per Inmate Phone Station for each call type; (n) Total Debit Usage for each

call type; (o) Total Number of Refunds issued and reasoning behind them; and (p) Total Pre-pay Usage for each call type. Please provide a sample of how the Vendor will meet this requirement. Commission discrepancies must be resolved by Vendor within thirty (30) days of receipt of notification of a discrepancy by KCSO.

- 5.2 COMPENSATION:** The vendor shall pay commissions on all Gross Revenues generated by calls placed from the inmate telephone system. Gross revenues includes, but is not limited to, all Local, Intralata/Intrastate, and International revenues generated by completion of all collect, Debit, and Prepaid calls from the vendor's inmate phone system.
- 5.3 CUSTOMER SUPPORT FOR USERS OF SYSTEM:** The vendor must provide a real-time method for inmates and those they communicate with to report any problems they experience with the system and any requests for refunds. Refunds will be handled directly by the vendor and shall be reported to KCSO along with regular reporting times.
- 5.4 DATA OWNERSHIP and STORAGE:** All data generated by the Knox County Sheriff's Office is owned solely by KCSO. Information may not be shared without written authorization of the Knox County Sheriff's Office. The Vendor shall supply adequate storage for all data generated by KCSO at no additional cost. Detail the format of stored data. Upon expiration or termination of contract, all data stored by the vendor shall be immediately released, in an acceptable format, to the KCSO.
- 5.5 DISASTER RECOVERY:** Vendor shall provide complete detail as to their Disaster Recovery Plan for both a hosted site and cloud storage. What redundancies are in place to guarantee the facility for complete operations? Provide information as to the security of the building in which the servers are located (e.g.: who has access to the servers? How is security maintained and logged [card swipe]?) What security measures are in place to ensure the integrity, chain of custody, and security? How often is the backup schedule? How long before the system is guaranteed to be restored for access?
- 5.6 FEDERAL COMMUNICATIONS COMMISSION:** The vendor shall be in complete compliance with the Federal Communications Commission (FCC) regulations at all times. The vendor shall also keep KCSO informed of new legislation to be considered and the impact it may have on facility operations. Failure to comply with this requirement may be considered a material breach and subject to immediate termination.
- 5.7 HARDWARE:** The vendor shall detail all hardware required to run the proposed software and associated modules. Vendor must be specific as to all equipment such as wireless networks, servers, desk tops/tablets, kiosks etc. Vendor shall list the required attributes of each device, proposed number of each device (based on current KCSO operations) and any other features required.
- 5.8 HIPAA COMPLIANCE:** The vendor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) in the exchange of any and all medical records of inmates. The vendor shall state in Section VII, Part X how this compliance is assured.
- 5.9 MAINTENANCE:** The Vendor shall provide maintenance as needed for all installed equipment and software. A preventative maintenance schedule shall be designed to test and evaluate all equipment on site at least quarterly. Upon receiving a problem with equipment or software, the vendor shall provide the necessary repairs within 48 hours.
- 5.10 REQUIRED REPORTING FROM VENDOR:** The vendor will be required to supply Monthly, Quarterly, Yearly reports showing the overall activity of usage of the system, sales, and compensation/commission generated with respect to 5.1 above. The vendor will make available any additional reports as required by KCSO upon request.
- 5.11 SOFTWARE HOSTING:** Vendor shall detail their preferred option for software hosting (ie; cloud, hosted servers, local server). Vendor shall also detail all associated hardware required for hosting by Knox County. Software hosting shall be at Knox County's sole discretion.
- 5.12 TECHNICAL SUPPORT AND HELP LINE:** The vendor shall have a 24 hour/7 day technical support and help line available. Upon receiving a problem with system operations, the vendor will troubleshoot and provide a solution within twenty-four (24) hours.

- 5.13 TRAINING SCHEDULE:** The vendor shall develop and submit a master training/installation plan and schedule. The training/installation plan and schedule shall specify details of the training strategy for end users, system administrator and database administrator training if required, installation of needed equipment etc. Vendor shall provide a class for Train-the-Trainer with a minimum of twelve (12) people.

All training shall be conducted at a KCSO facility and continue until a level of competency is achieved, as determined by KCSO, for individuals charged with operating, supporting and maintaining the software and equipment. Assume a start date of November 1, 2020 and build schedule from that date.

- 5.14 TURN KEY SOLUTION:** Knox County and KCSO prefer the Vendor to have the ability to provide a complete turnkey solution for the services and equipment as described in this solicitation in Section VI. Any subcontracted work or service **must** be pre-approved in writing by Knox County Sheriff's Office.
- 5.15 UPGRADES:** The Vendor shall provide software upgrades to the system at no charge. The Vendor shall notify KCSO of any new software revision level upgrades within ninety (90) days of the introduction of the new software into general release by Vendor. The Vendor further agrees to provide support and software upgrades for the length of the contract at no additional cost to KCSO.

SECTION VI MODULE REQUIREMENTS/SCOPE OF WORK

6.1 INMATE BANKING/TRUST ACCOUNT MANAGEMENT:

- 6.1.1 The system shall have the full capacity to provide inmate banking (deposit and payment) for use while incarcerated. The system must have the capability to handle electronic transactions from both within and outside the facility. The system must be able to generate ad hoc reports as requested or needed.
- 6.1.2 The Contractor shall provide all software for a computerized Inmates Accounts System to keep accurate and complete records of all commissary activity and balances of individual inmate accounts. This system must be approved by the County and provide complete access to authorized County staff.
- 6.1.3 The system shall be multi-terminal with multi-user and function capability.
- 6.1.4 The system shall allow a jail staff person to create/open an inmate account by using the inmate identification number at the time of booking, and then to enter into the computer system the amount of money in the inmate's possession at that time.
- 6.1.5 The system shall allow for at least the following functionality and types of transactions to occur on the inmate's account:
- Public Kiosk system that allows for deposit of funds via cash or credit/debit cards for inmate Commissary and/or phone accounts
 - For the term of the contract, the vendor must agree to customize the Trust Accounting System to meet the agencies current and future needs.
 - Website access for deposit of funds visa credit/debit card of inmate commissary and phone accounts.
 - Commissary ordering integration through kiosk and inmate phone orders
 - Commissary management of stock control, ordering, sales, and delivery.
 - Real-time debit transfers
 - Ability to integrate with jail management system for automatic account opening/creation
 - Ability for Inmate to check current account, commissary and phone balance
 - Ability to hold balanced owed and collect upon next arrest
 - Ability to provide debit card for funds remaining in account at release; debit card issued will have NO expiration date and no fees will be scheduled for card so it will retain original release balance.
 - Provide 7 public ATM kiosks that allow for deposit of funds via cash and/or credit card.
 - Accept imports of inmate information from Jail Management System.
 - Allow staff to create unlimited users with customized security settings without vendor assistance.
 - Allow staff to create an unlimited number of collection accounts with specific collection percentages and priorities without vendor assistance.
 - Automatically deduct a defined portion of incoming inmate deposits to satisfy inmate debts.
 - Allow users to create new inmate debts.
 - Allow users to void inmate debts. If money has been collected on the debt, even over the course of several weeks, the system should refund all monies collected if the debt is voided. This must be accomplished without vendor assistance.
 - Allow users to write-off debts or portions of debts.

- Allow predefined transaction amounts and comments to be entered for recurring transactions.
- Allow the creation of new inmate scheduled payments with payment frequencies including daily, weekly, and monthly.
- Allow releases of inmate funds by check or debit card.
- Allow multiple methods of releasing inmate funds (e.g., a portion in cash and remainder in a check).
- Allow group releases of inmates being transferred between facilities with a single check.
- Provide work sign-out tracking for inmates assigned to jobs outside the facility. Provide per diem tracking of inmates assigned to outside work assignments.
- Provide per diem billing for third party work assignments.
- Provide per diem reporting for inmates held for outside agencies. Provide reconciliation capabilities for multiple bank accounts.
- Allow searching for inmates by inmate ID or last name.
- Have the capability to display inmate photo when editing an inmate account.
- Allow tracking of property items such as radios which have been purchased by inmates.
- Allow restriction of commissary purchases based on an inmate's property items. For example, batteries may not be purchased unless an inmate has a radio in his property.
- Allow printing of customizable debt collection letters for mailing after an inmate's release
- Allow printing of checks directly from system with signatures printed on the check. Allow automatic printing of receipts after transaction entry without additional confirmations.
- Allow receipt printing on industry standard laser printers.
- Allow station specific printers to be specified other than using default printer.
- Allow printers to be specified without creating vendor-specific printer names. That is, the system should use the printer names that are established by the correctional facility.
- Allow export of reports to PDF, RTF, or Excel. Exported reports should optionally disable page headers and footers for better integration with Excel.
- Provide help videos for common functions.
- Allow import of bank statement for automated monthly reconciliation. Automatically create ACH entries for release debit card withdrawals. Support Positive Pay export of check information to banks
- Provide OMR sheet rejection based on inmate balance, privileges, or restrictions.
- Automatically export inmate information to other systems for web deposits.
- Automatically import inmate web and phone deposits within 5 minutes with no need for operator intervention.
- Automatically export inmate information to commissary order by phone system. Allow inmates to use their own personal credit cards or debit cards to transfer money to their trust accounts using the inmate telephone system after the cards have been collected and placed in Property.
- Provide integrated reports within the Trust Accounting System with no separate login or executable launch required.
- Allow easy reprinting of receipts.
- Allow on-screen viewing of inmate transaction receipts without printing. Allow station specific number of copies during receipt printing.
- Allow user-definable password security settings including minimum password length and requirements for numbers, symbols, or letters in passwords.
- Allow station specific predefined comments for commonly repeated transactions. Directly interface with kiosk equipment designed to accept bills and coins.
- Allow user-defined indigent tracking based on current balance, days since booking, and deposits over a period, and commissary bills over a period.
- System must allow transactions to be easily voided while maintaining a verifiable audit trail. For example, a deposit transaction which triggers multiple debit collections should be voidable in a single operation which leaves the inmate and associated restitution accounts correct with no opportunity for officer data entry mistakes. This must be accomplished without vendor intervention or direct manipulation of data.
- System must allow holding of funds which cannot be spent by the inmate until released. Holds must support automatic removal after a predefined number of days.

- System must interface with signature capture pads and print captured signature on inmate receipts.
 - Allow tracking of inmate voluntary and mandatory savings accounts with automatic collections and interest distribution.
 - Include manual transaction data entry warnings if a duplicate money receipt or billing transaction is suspected by the system.
 - Include predefined reports not limited to:
 - Trial Balance, Resident Balances, Balance Sheet, Check Postings, Money Receipts, Cash Disbursements, Inmate Debt, Fund Billing, Fund Collections, Fund Credits, Payroll, Indigents, Savings, Releases, Bank Deposits, Debt Write-offs, Reconciliation, Commissary Receipts, Commissary Housing Totals, Commissary Product Sales, and Check Register.
 - Allow ad-hoc reports to be run for defined inmate groups based on factors including housing assignment, gender, age, debt, or current balance without programming a reporting tool.
 - Include user-customizable report footer information.
 - Include user-customizable report header image for facility logo.
 - Provide for automatic debt write-off after inmate release based on the number of days the inmate has been gone from the facility.
 - Fully support integration with debt collection agencies including electronic filing of debts with the collection agency and payment to the collection agency if the inmate pays debt at the correctional facility.
 - Supply server with need operating system and SQL Server supported license.
 - Allow credit card transactions to be executed in the software using encrypted magnetic stripe readers without logging into an external system or website.
 - Prevent users from modifying a financial transaction that has been committed. Allow reports to be generated based on user and transaction types. Allow user groups to be established that limit access to program features.
- 6.1.6 Trust Accounting System must have the capability to directly release an inmate's funds onto a debit card with minimal effort.
- 6.1.7 The system must have the capability to swipe a debit card at release using vendor provided encrypted magnetic stripe readers and automatically load the debit card with the inmate's balance at release. Redundant data entry including debit card numbers, transaction amounts, or separate login for releases is unacceptable. At no time should unencrypted credit card numbers be transmitted or stored on the County's network.
- 6.1.8 Debit cards should not require additional action by the inmate to activate the card.
- 6.1.9 The Trust Accounting System must automatically create ACH entries for monthly bank reconciliation based on withdrawals from each facility's bank account required to fund the release debit cards.
- 6.1.10 Debit cards should be issued without any additional fees occurring on the account for at least 30 days following issuance.
- 6.1.11 Vendor must demonstrate a debit calling system which has the ability to interface with the County's inmate telephone provider.
- 6.1.12 The debit calling system must allow inmates to purchase phone time using an interactive voice response (IVR) system available through the standard inmate phone system.
- 6.1.13 After purchase, the system must deduct the purchased amount from the inmate's account and make the purchased phone time available to inmates.
- 6.1.14 The debit calling system must also have the capability to refund any unused phone time automatically to the inmate upon release if the inmate telephone provider supports this feature.
- 6.1.15 Vendor must provide bill accepting kiosks (7) for friends and family to place funds on inmate accounts.
- 6.1.16 The kiosk must also allow payments using credit/debit cards.
- 6.1.17 The kiosk must give a receipt for each transaction and take photo of the person completing the transaction.
- 6.1.18 Vendor must provide cash accepting kiosks (2) for the booking area.
- 6.1.19 These kiosks should accept both bills and have a small desktop footprint (not larger than 8 x8 x 16).
- 6.1.20 The unit should also have a drop slot for manually entered items.
- 6.1.21 The units should NOT require network access but connect directly to booking computers supplied by County.
- 6.1.22 The Trust Accounting System must automatically create ACH entries for monthly bank reconciliation

- based on deposits into facility's bank account as a result of inmate deposits.
- 6.1.23 Bonding via the web should also be available from any state.
 - 6.1.24 The Trust Accounting System must have options available to automatically collect a percentage of incoming funds to pay for existing inmate obligations.
 - 6.1.25 The Trust Accounting System must provide features for alternative debt collection including the ability to print debt letters for mailing to former inmates and sending uncollected debt to collection agencies.
 - 6.1.26 System must provide the capability for inmates to satisfy bonds with credit/debit cards.
 - 6.1.27 The proposed process must allow access to inmate credit/debit cards that have been placed in property at time of booking.
 - 6.1.28 The bonding system must aggregate the payments for various bond agencies into a single payment with an accompanying report that details the individual payments.
 - 6.1.29 Funds for bonds will be available for direct deposit to specified court.
 - 6.1.30 A graphical tool for displaying relationship between inmates and friends/family for both deposits and two-way messaging. Icons should designate between inmates friends/family that have made deposits or sent emails. There should be an indication as to the strength of the connection. Strength is measured in dollars for deposits and number of emails for message graphs. Must be able to export for reporting purposes.
 - 6.1.31 Must provide data conversion solution from existing vendor.

6.2 INMATE PHONE SYSTEM:

- 6.2.1 Voice Biometric enrollment with comprehensive investigation package.
- 6.2.2 Ability to limit usage by issued PIN generated by jail management system.
- 6.2.3 Ability to limit PIN to assigned stations.
- 6.2.4 Allow up to two free local calls in booking area each time the inmate is arrested.
- 6.2.5 Allow free calls to Public Defender, private attorney's office, bonding companies, halfway houses and two PREA external numbers (privileged, non-recorded).
- 6.2.6 Ability to restrict calls to outside numbers by individual inmates as well as system wide
- 6.2.7 Ability to monitor live calls.
- 6.2.8 Ability to flag outgoing numbers as privileged.
- 6.2.9 Ability to record all non-privileged calls with storage up to 60 months.
- 6.2.10 Ability to burn recorded calls to CD/DVD with user logging of each occurrence.
- 6.2.11 Ability to create alerts that can be set as interactive with live monitoring, phone call and/or email notification.
- 6.2.12 Ability to restrict inmate phone usage due to disciplinary infractions through a feed from jail management system.
- 6.2.13 Ability to control individual phone stations remotely.
- 6.2.14 Ability to broadcast information through phone system.
- 6.2.15 Ability to create user groups to allow controlled access levels to system.
- 6.2.16 Ability for inmate to submit a confidential Prison Rape Elimination Act (PREA) complaint that will be forwarded to an email address or phone texting system.
- 6.2.17 Ability to run reports as needed:
 - High Volume Users
 - Inmate Call Details
 - Completed Attorney Calls
 - Call summary by destination type
 - CD Recorded by phone number
 - High volume stations
 - Alerts
 - Commission and revenue by station and user
 - Investigative reports showing shared destination
 - Credit card payments from suspect accounts
 - Three way calls
 - Frequently called numbers
 - Suspected call bridging
 - Calling options
 - Traditional collect calls
 - Direct billed calling
 - Prepaid collect

- Real time debt
- PREA and TIP Line reports

- 6.2.18 Data protected by true disaster recovery ability and back up technology.
- 6.2.19 Commissary ordering capabilities.
- 6.2.20 Vendor will supply laminated calling instructions in English and Spanish to be placed by each phone installed and will resupply anytime a feature changes.
- 6.2.21 Vendor will supply user and technical training on system.
- 6.2.22 Vendor will supply training for facility IT personnel to become familiar with maintenance on equipment and will provide them with ability to become certified in any training that vendor technicians are required to have.
- 6.2.23 Vendor must complete a quarterly onsite inspection of the hardware.
- 6.2.24 Supply server with need operating system and SQL Server supported license.
- 6.2.25 Assist in initial voice enrollment for the entire inmate population
- 6.2.26 Provide solution for hardware and software for deaf/hard of hearing inmate communications.
- 6.2.27 Provide indigent inmates one free phone call a week.
- 6.2.28 Phone Equipment Requirements;
 - The system shall be a turnkey system and service.
 - The vendor shall provide non-coin, inmate telephones composed of durable equipment suitable for jail environments.
 - The vendor equipment shall comply with FCC regulations.
 - The proposed equipment and system shall be expandable to meet future needs as growth occurs.
 - Vendor equipment shall include power backup system in the event of temporary commercial power loss.
 - Data mining software shall be no cost to Knox County.

6.3 INMATE COMMUNICATIONS (KIOSKS/TABLETS):

In-Pod Kiosks:

- 6.3.1 Kiosk will provide access to Video Visitation. Visitation will be available by automated scheduling at least 24 hours prior to requested time by visitor. All Video Visits will be recorded and available for live viewing or recorded viewing. All recordings will be available for transfer to portable media.
- 6.3.2 Kiosk will provide access to commissary ordering.
- 6.3.3 Supply server with need operating system and SQL Server supported license.
- 6.3.4 Kiosk will provide access to current charges, bonding amounts and future court dates (retrieved from jail management system).
- 6.3.5 Kiosk will provide access to grievance system with specifics to County needs.
- 6.3.6 Kiosk will provide access to inquiry workflows including phone system and kiosk complaints, Classification inquiries, Programs information, Sentencing information, and request for T.D.D./V.R.S. usage.
- 6.3.7 Kiosk will provide access to medical sick call requests
- 6.3.8 Kiosk will provide access to inmate handbook and orientation video.
- 6.3.9 Kiosk will provide access to Confidential Prison Rape Elimination Act (PREA) Complaints and PREA Education Video. PREA complaints must be forwarded to PREA staff via email and/or text.
- 6.3.10 Provide communication solution for non-English speaking inmates.
- 6.3.11 Kiosk will provide access to Law Library accounts provided by agency.
- 6.3.12 Vendor must provide up to four kiosks per housing unit.
- 6.3.13 The system shall adhere to generally accepted accounting principles and provide a complete audit trail of all transactions. Audit trail reports should include operator identification, date of all entries, and updates to records.
- 6.3.14 The system shall provide a series of reports as specified by the County, including: detailed weekly invoices, cash reconciliation, and records of charges to inmates for other services, such as medical, and haircuts.
- 6.3.15 The system shall provide various levels of security, including password control. These levels will have the capability to be customized by the jail site manager.
- 6.3.16 The vendor shall install the system, train County personnel, provide remote support to maximize utilization and minimal down time of the inmate accounts system. The vendor shall provide continuing

support for the software and hardware throughout the length of the contract. Support is to include updates and enhancements to the software.

6.3.17 Successful proposer will provide the following as kiosk (wall/bar mount/portable/handheld) equipment:

- A jail environment grade hardened steel enclosure wall mountable.
- A shatterproof (15 inch, minimal) LED/LCD touchscreen monitor.
- A high definition camera.
- One detention grade audio handset per kiosk.
- Assembly from non-proprietary, off-the-shelf components.
- Enclosure shall prevent tampering by inmates.
- Enclosure shall prevent accidental/intentional spill of liquid from entering kiosk.
- No internal components or wiring shall be accessible by from the outside of the enclosure.
- The kiosk shall be powered by 110 VAC
- The kiosk shall be designed to provide adequate cooling for proper cooling of the computer inside.
- The kiosk shall be mountable to a wall using a bracket system that secures it to a wall.
- Vendor shall provide kiosk software including operating system and all software upgrade shall be free of charge.
- The successful bidder will provide 91 resident kiosks, 11 remote visitation kiosks, and 6 portable kiosks.
- Portable kiosk shall be constructed of same durable materials as wall and bar mounted kiosks.
- Portable kiosk shall be able to operate on either a wire connect or wireless internet system.
- Portable kiosk shall contain retractable power cord of at least 15 feet in length and provide a battery backup system.

6.3.18 County must be able to, at will, upload videos for inmates to review, without limit to size or quantity.

Handheld Device (tablets)

6.3.19 Vendor will provide handheld tablet technology that allows inmates to remotely use all kiosk features via secured wireless connection. Vendor will provide wireless internet infrastructure. Handheld devices may also include entertainment options that may be charged on usage or per minute basis.

6.3.20 Vendor shall supply tablet devices that will offer the same functionality as wall mounted kiosks.

6.3.21 Tablets will also offer inmates the ability to access approved games, music, books, and movies for a charge.

6.3.22 Vendor will supply a wireless network that will allow access to same network as other kiosks.

6.3.23 Vendor will supply one (1) tablet per every two (2) inmates for the life of the contract.

6.3.24 The tablet solution should have the capability of displaying current and/or future educational content. Please describe the devices current capabilities regarding educational content, and what the bidder is willing to offer regarding educational content.

6.3.25 The tablets should provide the ability to provide content options for inmate self-improvement, including personal finance, employment, national news, and learning options.

6.3.26 Vendor will supply a wall or bar mounted storage system that allows for tablets to be recharged preferably by wireless manner.

6.3.27 Locking charge stations. Inmates must enter a PIN to receive a tablet. System has an automatic tracking and inventory system for all agency tablets.

6.3.28 Tablets must contain ROBUST free programming material/courses to include; but not be limited to,

- HiSet Assistance
- Job Search
- Restrictive Housing Programming (Self-Guided Anger Management, Conflict Resolution, etc.. certification)
- Trauma informed Care Programming
- Women's Health/Wellness
- Job Certifications (OSHA, Health Department Food Handling, etc....)

6.3.29 Provide hardware/software solution for a 20 person inmate learning center.

6.4 INMATE VISITATION/MAIL: The vendor will offer a system that allows for families and friends to schedule video visitation with inmates.

6.4.1 The vendor will offer a flexible schedule that KCSO can update at any time.

6.4.2 The video visitation schedule will allow for inmates to receive two (2) each thirty (30) minute visits per week.

- 6.4.3 All visits will be available for monitoring live and will allow staff to interrupt, end, or interact with visit.
- 6.4.4 All visits will be recorded and available for playback or transfer to portable media as needed.
- 6.4.5 The vendor will supply storage for all video visits that allows for viewing or transfer of video within 180 days.
- 6.4.6 The vendor will allow for visitors such as attorneys to be allowed privileged user status that do not record.
- 6.4.7 The vendor will supply reports that allow for statistics of inmates and visitors usage of system.
- 6.4.8 The vendor will offer at home visitation for an affordable fee. These visits will be set up on a web sight managed by the vendor. Remote visits should be available to friends and family via home computer, tablet, or smartphone (Apple IOS, Windows, Android).
- 6.4.9 The vendor will allow for free on site visits via vendor supplied public kiosks.
- 6.4.10 The vendor will provide interaction with inmate disciplinary system/restrictive housing/Medical to allow suspension, or modification of this service for specified times.
- 6.4.11 Provide an inmate mail scanning solution.
- 6.4.12 Supply server with need operating system and SQL Server supported license.

6.5 ELECTRONIC MESSAGING: The vendor will offer a system that allows for inmates, family and friends to communicate via electronic messaging.

- 6.5.1 The vendor will offer a system that allows inmates to initiate a message for a nominal fee to a family member or friend.
- 6.5.2 The vendor will also allow for messages and photos (once screening for security purposes) to be initiated by family and friends via supplied website for a nominal fee.
- 6.5.3 All messages will be available for reviewing by authorized staff anytime.
- 6.5.4 Messages will be available for download for investigative purposes
- 6.5.5 The system will provide keyword searches and filtering of all messages. The system will allow queues to be set up for monitoring the messages of individual inmates for investigations.
- 6.5.6 The vendor will provide interaction with inmate disciplinary system to allow suspension of this service for specified times.
- 6.5.7 Supply server with need operating system and SQL Server supported license.

6.6 AUTOMATED INFORMATION SYSTEM (AIS): The vendor will supply an AIS system that gives automated information regarding inmates incarcerated in all facilities. The system will be available from the menu of the existing agency phone system and be available 24 hours a day via call transfer. The system will offer a customizable solution which will include: but not be limited to:

- Inmate look-up by voice or telephone key entry
- Inmate location
- Inmate charges and bond information
- Mailing instructions
- Driving directions to facility
- Option for speaking with an Officer (transfer back to facility phone system)

SECTION VII PROPOSAL FORMAT

The following guidelines shall be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. Knox County reserve the right to amend the Request for Proposal by addendum prior to the final date for proposal submission.

PART I COVER LETTER

Cover letter authorizing the submission of the proposal signed by a principal of the company.

PART II PROPOSER INFORMATION

Name of Company, Address, Telephone Number, Fax Number, Contact Person, E-mail Address of Contact Person, Knox County Vendor Number, Copy of Knox County Business License (if applicable), Federal Tax Identification Number (EIN), Federal Communication Commission Number (FCC, if applicable), Acknowledgement of Addenda (if issued)

PART III INDUSTRY EXPERIENCE

Detail your company experience

- Years in Prison Industry
- Number of Facilities under Contract and Geographical Locations
- Total Inmate Population under Contract
- References (see Attachment A)

PART IV INMATE BANKING/TRUST ACCOUNT MANAGEMENT

Detail your company's banking module and capabilities as specified in Section 6.1.

Detail each Subsection as to your company's ability to provide the requirements. If Subsection is under development, detail when it will be available and any required testing.

PART V INMATE PHONE SYSTEM

Detail your company's inmate phone system module as specified in Section 6.2.

Detail each Subsection as to your company's ability to provide the requirements. If Subsection is under development, detail when it will be available and any required testing.

PART VI INMATE COMMUNICATIONS (KIOSKS/TABLETS)

Detail your company's inmate communication module as specified in Section 6.3.

Detail each Subsection as to your company's ability to provide the requirements. If Subsection is under development, detail when it will be available and any required testing.

PART VII INMATE VISITATION

Detail you company's inmate visitation module as specified in Section 6.4.

Detail each Subsection as to your company's ability to provide the requirements. If Subsection is under development, detail when it will be available and any required testing.

PART VIII ELECTRONIC MESSAGING

Detail you company's electronic messaging module as specified in Section 6.5.

Detail each Subsection as to your company's ability to provide the requirements. If Subsection is under development, detail when it will be available and any required testing.

PART IX PRICING SCHEDULE:

Detail the cost, if applicable, associated with the software and hardware necessary to complete the Module Requirements and Scope of Work. Include an Itemized list for all first (1st) year costs and a grand total cost. Detail the cost, if applicable, with any associated software/hardware maintenance beginning in Year 2 through year 10.

Detail the commission rates payable to Knox County in regards to all phone, email, messaging etc.

Detail any additional cost/revenue to Knox County.

PART X INSTALLATION/SCHEDULING

Detail the scheduling needed to complete the transition. A breakdown of module requirements and milestones with the number of days to complete each milestone is preferred.

- Assume start date of November 1, 2020
- Provide complete detail as to the Disaster Recovery Plan (Section 5.5)

- Detail all hardware required to run the proposed software and associated modules. Be sure to list items (Section 5.7)
- Detail preferred option for software hosting (Section 5.11)

PART XI AFFIDAVITS, INSURANCE CHECKLIST and LICENSES

Proposers must return the Insurance Checklist (Attachment B), Non-Collusion Affidavit (Attachment C), Iran Divestment (Attachment D) and applicable Licenses with their proposal.

Failure to submit any of the above information or any other information requested in this RFP may result in the proposal being disqualified.

ATTACHMENT A
REQUEST FOR PROPOSAL 2976
REFERENCES OF SIMILAR ACCOUNTS

Proposer shall submit a list of three facilities of similar size, which have been in service for three (3) years or longer. Proposer must give complete information as requested below.

Reference # 1

Name of Facility: _____

Address: _____

Contact Person and email address (required): _____

Nature of contract: _____

Dollar amount: \$_____ (over the life of the contract)

Contract start date: _____ Contract end date: _____

Reference # 2

Name of Facility: _____

Address: _____

Contact Person and email address (required): _____

Nature of contract: _____

Dollar amount: \$_____ (over the life of the contract)

Contract start date: _____ Contract end date: _____

Reference # 3

Name of Facility: _____

Address: _____ Phone Number _____

Contact Person and email address (required): _____

Nature of contract: _____

Dollar amount: \$_____ (over the life of the contract)

Contract start date: _____ Contract end date: _____

Reference # 4

Name of Facility: _____

Address: _____ Phone Number _____

Contact Person and email address (required): _____

Nature of contract: _____

Dollar amount: \$ _____ (over the life of the contract)

Contract start date: _____ Contract end date: _____

Reference # 5

Name of Facility: _____

Address: _____ Phone Number _____

Contact Person and email address (required): _____

Nature of contract: _____

Dollar amount: \$ _____ (over the life of the contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT B
Knox County Procurement Division
Insurance Checklist
Request for Proposal Number 2976

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																				
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																				
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																				
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="display: inline-table; vertical-align: top;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 25%;">ANY AUTO-SYMBOL (1)</td> <td style="width: 5%;"></td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	X	ANY AUTO-SYMBOL (1)														COMBINE SINGLE LIMIT (Per -Accident) \$ 1,000,000 BODY INJURY (Per -Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)					
X	ANY AUTO-SYMBOL (1)																						
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="display: inline-table; vertical-align: top;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;">CLAIM MADE</td> <td style="width: 5%; text-align: center;">X</td> <td style="width: 15%;">OCCUR</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table> GEN'L AGGREGATE LIMITS APPLIES PER <table border="1" style="display: inline-table; vertical-align: top;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;">POLICY</td> <td style="width: 5%; text-align: center;">X</td> <td style="width: 15%;">PROJECT</td> <td style="width: 15%;"></td> <td style="width: 15%;">LOC</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>		CLAIM MADE	X	OCCUR						POLICY	X	PROJECT		LOC							LIMITS EACH OCCURRENCE \$ 1,000,000 FIRE LEGAL LIABILITY \$ 100,000 MED EXP (Per person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE \$ 2,000,000
	CLAIM MADE	X	OCCUR																				
	POLICY	X	PROJECT		LOC																		
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																				
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																				
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																				
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																				
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																				
		PROFESSIONAL LIABILITY																					
NO	10.	<table border="1" style="display: inline-table; vertical-align: top;"> <tr><td> </td><td>ARCHITECTS & ENGINEERS</td></tr> <tr><td> </td><td>ASBESTOS & REMOVAL LIABILITY</td></tr> <tr><td> </td><td>MEDICAL MALPRACTICE</td></tr> <tr><td> </td><td>MEDICAL PROFESSIONAL LIABILITY</td></tr> </table>		ARCHITECTS & ENGINEERS		ASBESTOS & REMOVAL LIABILITY		MEDICAL MALPRACTICE		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM												
	ARCHITECTS & ENGINEERS																						
	ASBESTOS & REMOVAL LIABILITY																						
	MEDICAL MALPRACTICE																						
	MEDICAL PROFESSIONAL LIABILITY																						
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																				
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																				
NO	13.	MOTOR CARGO INSURANCE																					
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																				
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE; \$500,000 COLLISION																				
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																				
NO	17.	DISHONESTY BOND	\$																				
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																				
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																				

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
23. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.
24. OTHER INSURANCE REQUIRED _____.
25. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS, INDEMNIFY AND PAY ON BEHALF OF THE COUNTY AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY THE COUNTY) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSERS NAMED BELOW.

AGENCY NAME: _____

AUTHORIZING SIGNATURE: _____

PROPOSERS'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

PROPOSERS NAME: _____

AUTHORIZING SIGNATURE: _____

**ATTACHMENT C
REQUEST FOR PROPOSAL 2976
NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER**

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Knox County, TN or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) _____

(title)

Subscribed and sworn to before me
this _____ day of _____, 20____

(signature)

My commission expires _____

ATTACHMENT D
RFP #2976

AFFIDAVIT OF COMPLIANCE

WITH

IRAN DIVESTMENT
ACT

TENNESSEE CODE ANNOTATED, SECTION 12-12-106

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company*)

_____, (the "Company") and, after being duly authorized
by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Signature

Title

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20__.

Signature of Notary Public

Notary Public
My Commission Expires:
