

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340
706-225-4087, FAX 706-225-3033
BIDLINE 706-225-4536
www.columbusga.org

August 24, 2021

REQUEST FOR PROPOSALS: RFP NO. 22-0003	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of: INMATE TELEPHONE SYSTEM/ MUSCOGEE COUNTY PRISON (ANNUAL CONTRACT)
GENERAL SCOPE	The Columbus Consolidated Government (The City) is seeking proposals from qualified vendors to provide a turnkey, fully operational, secure and reliable inmate telephone system designed to improve the management and control of inmate telephone usage in the Muscogee County Prison. Telephone system should include the provision of a mobile for isolation units, and a video visitation system for dorm units.
DUE DATE	September 17, 2021 – 5:00 PM (EASTERN)
SUBMISSION REQUIREMENTS	See Appendix C for <i>Submission Requirements, Submission Checklist and Demandstar Registration and Submission Instructions.</i>
ADDENDA	<u>IMPORTANT INFORMATION</u> The Purchasing Division will post addenda (if any) for this project at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm . It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a proposal.
NO PROPOSAL SUBMISSION	<i>If you are not interested in this solicitation, please complete and return page 2.</i>

Andrea J. McCorvey
Purchasing Division Manager



IMPORTANT INFORMATION

e-Notification

The City uses the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Market Place/Georgia Procurement Registry to receive future procurement notifications via <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000

Fax: 404-657-8444

Email: procurementhelp@doas.ga.gov

STATEMENT OF “NO PROPOSAL SUBMISSION”

Notify the Purchasing Division if you do not intend to submit a Proposal:

Email bidopportunities@columbusga.org or return this form, via fax or mail, to:

Fax number (706) 225-3033

Attn: Sandra Chandler, Buyer

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP No. 22-0003** for **Inmate Telephone System/Muscogee County Prison (Annual Contract)** for the following reason(s):

- ☐ Specifications are too “tight”, i.e. geared towards one brand or manufacturer (explain below).
- ☐ There is insufficient time to respond.
- ☐ We do not offer this product and/or service.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet insurance requirements.
- ☐ Other (specify below).

Comments

COMPANY NAME: _____

AGENT: _____

DATE: _____

TELEPHONE: _____

EMAIL: _____

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTION 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL UNTIL AFTER AWARD.

3-110. Competitive Sealed Proposals (Negotiations)

(1) Conditions for Use

When the purchasing manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the city, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services, specialized equipment or supplies.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$25,000.00, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by [article 3-104](#), purchasing limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

B. Public Notice

The public will be given adequate notice of the request for proposals, provided that, adequate notice shall mean at least fifteen (15) business days before the due date, which is stated in the request. *The City reserves the right to seek request for proposals in a shorter period, if necessary, as determined by the Purchasing Manager.*

Notice shall be published in a reasonable time before due date, contain a description of the procurement in general terms, as well as, the place and due date for proposals, and appear in a newspaper(s) of general circulation, specifically the city's legal organ. In addition to publication in newspapers, notice shall also be made by electronic means, including posting on the internet and on the city's government access television channel.

Public works construction projects shall be advertised in accordance with Georgia State Law.

The City reserves the right to mail or e-mail invitations directly to vendors under the following circumstances:

- Solicitations for specialized equipment/supplies.
- Solicitations for specialized services.
- Re-bid of solicitations where normal advertising procedures netted no responses.
- Whenever deemed necessary by the purchasing manager.

C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals

shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

D. Evaluation Factors

The request for proposals shall identify the relative importance of cost (when applicable) and other evaluation criteria.

E. Evaluation Process

An odd number of voting members of a Selection or Evaluation Committee shall evaluate all proposals received based upon the criteria stated in the request for proposals. Each voting committee member shall grade each submitted proposal based upon the evaluation criteria.

F. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

G. Award

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, it may direct that further negotiations may take place with the recommended offeror, or that negotiations begin with the next most qualified offeror. Council may also exercise the option to reject all offers and instruct the Purchasing Manager to begin the procurement process again. The contract file shall contain the basis on which the award is made.

After contract award, the contract file, will be made public. Unsuccessful offerors will be afforded the opportunity to make an appointment with the purchasing division for a debriefing. After the award, the contract file and the unsuccessful proposals will become subject to disclosure under the Georgia Open Records Act.

DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.**

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

Email bidopportunities@columbusga.org or use the attached "Question/Clarification" Form (on the following page) to submit questions.

QUESTION/CLARIFICATION FORM

DATE: _____

TO: Sandra Chandler, Buyer I
Email bidopportunities@columbusga.org or
Fax (706) 225-3033

RE: **RFP No. 22-0003; Inmate Telephone System/Muscogee County Prison (Annual Contract)**

Questions and requests for clarification must be submitted at least (5) business days before the due date.

From:

Company Name

Website

Representative

Email Address

Complete Address

City

State

Zip

Telephone Number

Fax Number

**COLUMBUS CONSOLIDATED GOVERNMENT
GENERAL PROVISIONS
FOR
REQUEST FOR PROPOSALS**

INMATE TELEPHONE SYSTEM/
MUSCOGEE COUNTY PRISON (ANNUAL CONTRACT)
RFP No. 22-0003

The Columbus Consolidated Government (The City) is seeking proposals from qualified vendors to provide a turnkey, fully operational, secure and reliable inmate telephone system designed to improve the management and control of inmate telephone usage in the Muscogee County Prison. Telephone system should include the provision of a mobile for isolation units, and a video visitation system for dorm units.

A. PROPOSAL SUBMITTAL DATE:

PROPOSALS ARE DUE: SEPTEMBER 17, 2021 NO LATER THAN 5:00 PM (Eastern). *Submit one electronic response via DemandStar.*

After award of Contract by Columbus Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. **The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.**

B. RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

C. SUBCONTRACTING:

Should the offeror intend to subcontract all or any part of the work specified, names and address of subcontractors must be provided in proposal response. The offeror shall be responsible for subcontractors' full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to the offerors submitting the proposal. The Columbus Consolidated Government will not be responsible for payments to subcontractors.

D. QUESTIONS ABOUT THE RFP:

Communication concerning any solicitation currently advertised must take place in writing and addressed to the Purchasing Division. See page titled "Do You Have Questions ..." within this proposal package. **Questions and Requests for Clarification will be received until five business days prior to the proposal due date.**

E. PUBLIC INFORMATION:

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law.

If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

G. CONTRACT:

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

I. INDEMNITY:

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (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 intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

K. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

L. SPECIFICATION DESCRIPTIONS:

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by

patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

M. TAXES:

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

N. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

O. FEDERAL, STATE, LOCAL LAWS:

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

P. PROVISIONS OF THE PROCUREMENT ORDINANCE:

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. The procurement ordinance is codified on Section 2-3.03 of the Columbus Code and can be accessed through the City's web-site at https://library.municode.com/ga/columbus/codes/code_of_ordinances.

Q. INSURANCE:

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

R. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

S. TERMINATION OF CONTRACT:

1. **Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

2. **Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
3. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

T. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least **180 days** after date of receipt.

U. CONTRACT AWARD:

Award of this contract will be made in the best interest of the City.

V. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results shall submit a written request to the Purchasing Division.

W. GOVERNING LAW:

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

X. FINAL CONTRACT DOCUMENTS:

It is understood that the final contract shall include the following: **1)** The RFP; **2)** Addenda; **3)** Awarded Vendors(s) response; **4)** Awarded Vendor(s) Clarifications; **5)** Negotiated Components; and **6)** Awarded Vendor(s) Business Requirements.

Y. PAYMENT DEDUCTIONS:

The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

Z. PAYMENT TERMS:

The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

AA. RIGHT TO PROTEST:

- (1) Right of Protest. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) Stay of Procurement During Protests. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.

NOTICE TO VENDORS

Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

Sec. 2-3.06. - Same—By members of boards, authorities, commissions.

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

GENERAL SPECIFICATIONS

INMATE TELEPHONE SYSTEM/ MUSCOGEE COUNTY PRISON (ANNUAL CONTRACT) RFP No. 22-0003

I. PURPOSE AND SCOPE

The purpose of this RFP is to secure a turnkey, fully operational, secure and reliable inmate telephone system designed to improve the management and control of inmate telephone usage in the Muscogee County Prison. The inmate telephone system shall include the provision of a mobile phone unit for use in isolation, as well as a system for video visitation that can be used in the dorm units.

The Prison must ensure that inmate telephone usage, including the mobile phone unit and video visitation system, is appropriately restricted and monitored, as well as:

- provided at a reasonable cost to the inmates
- telephone harassment of victims and witnesses is prevented
- staff time required to administer the system is kept to a minimum
- information is maximized
- commission revenue to the City is increased

II. FACILITIES AND INMATE DEMOGRAPHICS

The Muscogee County Prison, located at 7175 Sarcedote Lane, Columbus, Georgia 31907, is a work prison. The Prison capacity is 528 state inmates, with 48 beds reserved for county inmates who have been sentenced to short terms of imprisonment. Each day 425 inmates are dispatched for outside work details, and 153 inmates remain inside the facility providing services and maintenance of City property. **Currently, the Muscogee County Prison has 72 inmate telephones.**

III. CONTRACT TERM

- A.** The initial term of the contract will be for five (5) years with the option to renew for five (5) additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.

Notice of intent to renew will be given to the contractor in writing by the Purchasing Manager, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a Contract renewal.

- B. Termination for Convenience**

For the protection of both parties, either party giving 30 days prior notice, in writing, to the other party, may cancel this contract.

IV. ADDENDA AND EXPLANATIONS

The vendor shall include acknowledgment of receipt of addenda (if applicable) in their sealed bid. The vendor may provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). **It is the vendor's responsibility to contact the City for copies of addenda if bid document is received from any source other than the City. It is also the vendor's responsibility to**

check the City's website
https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm for
copies of addenda if bid document is downloaded from the City's Website.

Explanations desired by a prospective Bidder shall be requested of the City in writing, and if explanations are necessary a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each vendor. Every request for such explanation shall be in writing and addressed to the **Purchasing Manager**. Any verbal statements regarding same by any person, shall be unofficial and not binding on any party.

V. INDEMNITY CLAUSE

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (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 intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

VI. INSURANCE

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached **Insurance Checklist (Form I)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will name Columbus Consolidated Government as an additional insured, **as well as list the applicable project or annual contract name, and/or Solicitation name and number.** The Certificate of Insurance will be included with the contract documents prior to signing.

VII. E-VERIFY

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), Columbus Consolidated Government requires a notarized affidavit from the supplier attesting to the following:

- (A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;
- (B) The user identification number and date of authorization for the affiant;
- (C) The affiant will continue to use the federal work authorization program throughout the contract period; and
- (D) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: <http://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html>. **A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.**

VIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

See Appendix C for Submission Checklist and DemandStar Submission Requirements.

The complete proposal shall contain the following information and shall be submitted in the order shown below.

Firms should submit proposals that address each of the sections specified below. *With the exception of the E-Verify affidavit, and the form titled "Communication Concerning This Solicitation", the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days, after notification, to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.*

Section 1: Transmittal Letter

Transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers, and **include the name and email address of contact person(s) during this proposal process**. Specifically designate the company's representative who will serve as lead contact in all communications, is authorized to negotiate on behalf of the company, and is authorized to enter into a contract with the City. Include a statement to the effect that the proposal is binding for at least **180 days** from the proposal date. **An authorized agent of the business must sign the transmittal letter.**

Section 2: Addenda Acknowledgement

Acknowledge receipt for all addenda (if any). Addenda will be posted at: https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

Section 3: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act **(Form 2)**

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration. To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>.

Section 4: Communication Concerning This Solicitation

Complete the form titled *Communication Concerning This Solicitation* **(Form 3)**

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

Section 5: EXCEPTIONS TO THE RFP

A. List **ANY AND ALL** exceptions to the RFP specifications in this section of proposal submission.

Exceptions listed in other areas of the vendor's submission will not be considered. All exceptions will be vetted during the RFP process, and if found unacceptable, the vendor's proposal will be rejected and no longer considered for award.

Exceptions shall be considered by the Evaluation Committee. The vendor's proposal may not receive further consideration if exceptions are not acceptable and/or cannot be clarified to the Committee's satisfaction. Vendors shall be notified in writing if exceptions are not acceptable.

PLEASE NOTE: EXCEPTIONS TO THE RFP GENERAL PROVISIONS WILL NOT BE CONSIDERED, AND IF SUBMITTED WILL AUTOMATICALLY RENDER THE RESPONSE NON-RESPONSIVE.

- B. **VENDOR AGREEMENT/CONTRACT FORM:** Exceptions also include the terms of any contract or other agreements which the vendor or any subcontractors will require to be executed by the City.
- C. **If there are no exceptions, vendor must include a statement for this Section stating the following: No Exceptions.**

Section 6: Experience/Qualifications

This section shall address the offeror's ability to fulfill the requirements of the RFP. Provide responses to the following:

- A. Describe in detail the firm's experience in providing the specified services. Attach any additional facts about you or your firm which you feel will be an asset in evaluating your proposal.

Section 7: Telephone System

- A. Provide current FCC number.
- B. Provide descriptive literature and user manuals for the proposed telephone system.
- C. Describe the power and space requirements of the system.
- D. Describe the expandability of the system and a brief history of the frequency of software updates.
- E. Describe the operation of the diagnostic system.
- F. Provide description of all automated operator services.
- G. Describe in detail how three-way call prevention is accomplished with system.
- H. Describe the method to be used to block telephone numbers.
- I. Describe how the system will complete calls to Competitive Local Exchange Company customers on the first and subsequent calls.
- J. Provide a written example of call branding to be used.
- K. Provide the name of the local and long-distance carrier to be used.

Section 8: Service Plan

Provide a written narrative, which demonstrates the ability to provide the services required by this contract. Additionally, address the following specific items:

- A. Provide the number of technician(s) that will be dedicated to this contract and list their respective location(s).
- B. Describe the backup system
- C. Provide the guaranteed response to have a technician on site to respond to issues.
- D. Provide a listing of spare parts recommended to be stocked at the Prison.
- E. Provide samples of call detail reports

Section 9: Training

Describe the training that will be provided to existing staff, and new staff members assigned during the duration of this agreement.

Section 10: Transition Plan and Timeline

Describe the transition plan, if awarded this contract. Please include a timeline from award notification to live date.

Section 11: Client Work History (Form 4)

Provide the name(s) at least five (5) entity(ties) for whom similar systems have been installed within the last ten (10) years. Include facility name, address, contact name, phone number and email address.

Section 12: Commission Proposal

Provide commission schedule for all types of calls for the Muscogee County Prison.

Section 13: Contract Signature Page

Complete **Form 5**. City officials will sign the original contract pages after Columbus City Council approves the contract award with the successful firm (*See Note below*). Per the General Provisions, Page 12, Item X, the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendors(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; and 6) Awarded Vendor(s) Business Requirements.

Please note: After award of contract by Columbus Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.

Section 14: Insurance Checklist

Provide Insurance Checklist **(Form 1)** or Certificate of Insurance (COI) – **Section 4.0, page 13**.

Section 15: W-9, Request for Taxpayer Identification Number and Certification

Complete and return **Page 1** of the Form W-9, which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Section 16: Business License

Provide a current copy of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Division Manager, at telephone 706-225-3091.

X. RFP EVALUATION

Each submittal will be evaluated to determine the ability of each offeror to provide the required equipment and services. The following weighted criteria will be used to evaluate proposals:

Criteria for Evaluation	Weight
A. Qualifications/Experience	25%
B. Telephone System	25%
C. Service Plan/Training	25%
D. Client Work History	10%
E. Commission*	15%
Total	100%

*Subject to negotiation

Each of the above criteria (A - E) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

RATING	
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Proponents will be ranked in descending order of numerical predominance.

TECHNICAL SPECIFICATIONS INMATE TELEPHONE SYSTEM MUSCOGEE COUNTY PRISON (ANNUAL CONTRACT) RFP No. 22-0003

I. CONTRACTOR REQUIREMENTS

- A.** The Contractor shall provide all equipment, labor, supervision, and materials required to acquire, install, operate and maintain all telephone equipment necessary for the operation of a collect only telephone system for the Prison at no charge to the Columbus Consolidated Government (the City).
- B.** The contractor will provide a mobile phone unit for use in the isolation areas. This unit will be mounted to a portable cart that is mobile. The mobile units will meet the requirements established for the dorm units.
- C.** The contractor will install two ports plug ins for the mobile phone usage. One port will be located on each isolation hallway.
- D.** The contractor will provide a system for video visitation that can be used in the dorms and will allow offenders to communicate with their family by video. This unit must meet the same security requirements and conditions established for the dorm units.
- E.** All telephone service related to the inmate telephones must be provided at the Contractor's own expense. The City will incur no cost for any portion of the installation or services throughout the term of the agreement.
- F.** If the Contractor fails to perform up to the conditions of the contract, in the City's judgment, the City will communicate the problems to the Contractor in written form. The Contractor shall have ten calendar days to resolve the problem(s). If the same or other problems persist or reoccur, the City may take steps to cancel the contract.
- G.** The Contractor acknowledges that the City may cancel this contract with cause, by giving written notice to the Contractor in a minimum of Thirty days (30) in advance.
- H.** The following is a list of causes of default, though this is not a limitation of such defaults in performance of this contract.
 - 1. Persistent system failure or malfunction of equipment
 - 2. Failure to make commission payments on time, incorrect commission computations or failure to provide documentation according to the minimum requirements in this RFP.
 - 3. Unauthorized alteration of equipment, software features or service.
 - 4. Failure to correctly rate and bill calls according to the specification listed herein.
 - 5. Failure to promptly resolve billing disputes with billed parties.
 - 6. Failure to respond to service and repair calls as set forth in Independent Contractor's proposal.
- I.** Contractor will not be relieved of any obligation of payment of commissions earned up to the date of cancellation, should the City cancel the contract.
- J.** Contractor shall hold and save Columbus Consolidated Government, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's breach of this contract or the Contractor's negligence.

- K. The Contractor must be licensed to do business in the State of Georgia.
- L. The Contractor shall not hold the City liable for any loss, damage, or destruction of or to any of the telephones, equipment, or enclosures.
- M. The Contractor shall maintain and clean all appropriate internal parts on a regular basis.
- N. The Contractor shall place printed instructions on the telephone concerning how to obtain service. These instructions shall also be available audibly. Preference may be given to Contractors who can provide this service in Spanish, as well as English.
- O. The Contractor shall not place any advertising information on any telephone or telephone enclosure without the prior written approval of the Prison Warden.
- P. The Contractor shall ensure that for all long-distance calls, the cost begins when the end user accepts the call.
- Q. The Contractor shall have and maintain insurance as established in the Contract for Services in this RFP.
- R. The Contractor acknowledges that after the initial installation, the number of inmate telephones may be increased or decreased based on need.
- S. The Contractor shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim the manufacture, use and sale of these goods offered constitute an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the City and its officers and employees from any cost, expense, damage, or loss incurred in any manner by the City on account of such alleged infringement.
- T. The Contractor must provide descriptive literature and user manuals for the proposed system.

II. MINIMUM REQUIREMENTS OF EQUIPMENT

A. System Configuration

1. The Inmate Telephone System proposed by the Contractor must be a turnkey, non-coin telecommunications service.
2. The proposed Inmate Telephone System must be capable of completing station-to-station and/or person-to-person collect calls from inmates.
3. The proposed Inmate Telephone System must not require any electrical outlets at the actual telephone set locations.
4. The system should have a capability of simultaneously recording all inmate calls 24 hours a day, 7 days a week.

B. System Access

1. The system shall provide one-way out-going collect calls. Calls to the Public Defender's Office will be allowed as non-collect calls. The City may indicate other telephone numbers that may be called as non-collect calls at its discretion.
2. The system shall prevent (call block) to:
 - 911
 - All 800 services
 - All 900 services
 - 411 numbers
 - Directory assistance
 - Local emergency numbers

- Three-way calls – Contractor must describe in detail how their three-way call prevention is accomplished with their system.
 - Other numbers as directed by the Warden
 - Access to a live operator in any circumstance
 - All Calls to pay phones
 - All Credit Card Calls
3. The system shall be capable of local and long distance collect calls.
 4. **The system shall be capable of programmed call duration limits, as set by the facility. The system will automatically terminate a call giving a one-minute warning. The capability of providing different time limits for individual Inmates, cell blocks, and designated groups of telephones is desirable.**
 5. The system must be capable of processing calls on a bilingual basis in up to four languages, with English and Spanish as a minimum. Submitted proposals should describe how a caller would access different prompts using the proposed system.
 6. The system shall have full-time fraud protection against hook switch calls, credit card calls, directory assistance calls, call forwarding, conference calls and second party calls.
 7. The system shall not be capable of receiving incoming calls. The Inmate Telephone System must provide outgoing collect service with no access to direct dialed or operator handled service.
 8. Facility officials must retain the capability of turning off or blocking service to any telephone or group of telephones from a central location inside the facility.
 9. All telephones must be FCC registered and **Contractor's current FCC number must be provided as part of the proposal response.** Contractor must submit a detailed description of all specific features offered.
 10. The system proposed must be designed to use only an automated operator to place inmate calls. The system should provide clear voice prompts to complete calls without the use of an operator. Contractor must provide a clear description of all automated operator services that will be used for Inmate calls.
 11. The system must be capable of blocking an unlimited number of individual numbers. Contractor must state the method to be used to block telephone numbers. Blocked numbers must be able to be entered at a central location and have immediate effect at the facility level or system wide. The system must have the ability to block or refuse access to Calling Cards.

C. Hot Number Alerts

1. The system must allow an administrator to designate "Hot" PIN's and "Hot" destination numbers. When the system detects that a call is being made using any of these pre-programmed "Hot" PIN's or destination numbers, the system must automatically call destination numbers designated by the City. These designated numbers should include direct-dial phones, officer cell phones, home telephones, and pagers. Alerts to any type of phone should prompt the recipient for a security code, and, after receiving a proper code, conference them into the call. The recipient should be undetected by the inmate and called party: however, they should have the ability to disconnect the call or cut into the call and talk to each party. Alerts to pagers should send information to the specified pager including the number being dialed, the PIN used in dialing, etc.
2. The system must allow system administrators to add or remove destination numbers from the hot list using an onsite workstation provided by the Contractor. When personnel

receive an alert call from the system, they should be prompted for a security code and then immediately be able to monitor the call-in progress. The system must allow the chain of three numbers to be called and sequential form to alert facility personnel. The system must allow the person monitoring the conversation to terminate the call-in progress should the need arise.

D. Reporting Capabilities

1. The system shall have call reporting capabilities to include length of call and the number called.
2. Proposal must include a detailed description of all reporting capabilities. This must include the process for storing, retrieving, rating, billing, collection, and inquiry of inmate calls. The report must be able to track calls back to each individual phone within the facility. A sample report must be included with the proposal.
3. The Inmate Telephone System must provide full call detail records for use in administrative and investigative purposes. The Inmate Telephone System memory should be capable of all call record detail for the length of the contract.
4. Call detail reports should be available to The City on real time basis via the on-site terminals, as well as portable. The records must provide the following minimum information on all outgoing calls:
 - Time of day originated and terminated
 - Station number originating call
 - Number dialed
 - Line or Trunk group and trunk number call route
 - Duration of call-in minutes and seconds
 - Method of call termination
 - Location of the station originating the call
 - Cost of the Call
5. All call detail records must be collected and stored real time at a central, secure location with redundancy.
6. The proposed system must provide to facility the following reports, displaying, and printing both real time and historical detail records based on the following criteria:
 - Called number duration
 - Specific date and range of dates
 - Disposition of call
 - All calls placed from a specific telephone of group or telephones
 - Call history
 - Cumulative call progress statistics
 - Cost of each call as billed

Samples of call detail reports must be provided.

7. The Inmate Telephone System must be able to generate frequency reports including origination number, destination number, inmate PIN, and trunk identification number. All frequency reports must be available in chart format.

E. Call Length Control

Facility officials must be given total flexibility to limit the length of calls placed by inmates, e.g. (15) minutes. The inmate must be warned prior to disconnecting that the call time limit is about

to expire. The system must provide the ability to set such time limits at the PIN and station level, as well as, globally across the system.

F. Call Supervision

1. The Inmate Telephone System must provide live-monitoring capability via line indicator at a central location with which facility personnel should have the ability to select any access line by processing a single button or issuing a simple keystroke command. This capability must be provided from any workstation to any facility. Neither the called party nor the inmate should detect an audible indicator that would warn him/her that the line is monitored.
2. All call monitoring should be available via the Inmate Telephone System workstation. No other equipment should be required. Each workstation shall have access to the activity of any site in the system.
3. The Inmate Telephone System should allow users with the appropriate password level to terminate an inmate call in progress instantly from the PC workstation.
4. System users with the appropriate password level should have the ability to break-in on a specific inmate call in progress and talk to both parties (the inmate and the called party).

G. Call Validation

1. All calls must be validated at a central location, on a real time basis to eliminate access to blocked numbers, cellular telephones, payphones, pagers, or other unacceptable numbers.
2. The system must be designed to eliminate any and all access to a live operator.
3. PIN's (if applicable) allowed number list and blocked number lists must be part of the validation process and maintained centrally.
4. A method for completing calls to Competitive Local Exchange Company (CLEC) customers in real time must be provided. The system must provide a method for completing calls to Competitive Local Exchange Company (CLEC) customers on the first and subsequent calls. Please explain how your system accomplishes this requirement.

H. Controlled Access

The proposed Inmate Telephone System must provide facility officials with a means of controlling general access to telephone services. The system should provide a means to set telephones and groups of telephones in or out of service at predetermined times. Contractor must describe in detail how this will be accomplished.

I. Equipment

1. The system must have equipment designed for a correctional environment.
2. If the telephones are replaced, Contractor must install new inmate stations made of heavy gauge steel construction with armored, tamper proof keypad and Lexan handset. All units must be provided with a handset cord, which will withstand 1,000 pounds of longitudinal tension. Inmate telephones shall not expose screws, bolts, metal or hard substance fasteners or any other material that can be removed from the unit without special security removal devices. Each station must be secured with special security type screws. Keypad locks are not acceptable. Telephones must be in full compliance with Americans with Disabilities Act (ADA). Inmate telephone sets must be wall mounted, of stainless or equivalent tamper-resistant durable construction.

3. The Contractor shall have all telephone equipment, cabling and wiring and the installation of said, meeting or exceeding all FCC, state, and local codes.

J. Miscellaneous Telephone Equipment

Independent Contractor must provide, as part of this Contract, all non-expandable miscellaneous equipment such as computer, printer, modems, and system software necessary to allow facility officials to query, display and print individual inmate telephone activity. Equipment must be supplied with system software needed to interface with the Inmate Telephone System to perform such functions as traffic management, system administration, call blocking and maintenance diagnostics. System software must be security level based and password protected.

K. Call Branding

1. All collect calls placed from an inmate telephones must be capable of being identified to the called party as follows:
“This is a collect call from, _____ (Inmate speaks name or system plays inmate’s pre-recorded name) an inmate at Muscogee County Prison.
2. The system should provide the called party with the ability to hear calling rates as they apply to the phone call they are receiving.
3. In addition, the system must have the capability to inform the called party at selected intervals during the conversation that they are speaking with an inmate and being recorded.
4. Contractor must provide written or recorded example of call branding to be used.
5. The system shall allow for the inmate’s name and name of the facility in real time uncompressed voice, to be announced to the called party prior to acceptance. The word “inmate” must precede the inmate’s name in the announcement.
6. The system shall allow the inmate to listen to the status of the call in progress for acceptance or denial by the called party. Call acceptance by the call recipient shall be accomplished through positive call acceptance. Passive acceptance of a call, such as staying on the line after the voice prompt sequence, is not permitted. Calls to answering machines, FAX machines, or computer modems will be terminated when the machine fails to positively accept the incoming call. The inmate shall not be allowed to communicate with the called party until the call is accepted. The called party shall be able to accept or reject a call from a rotary dial or pulse dial telephone.
7. The Contractor must state options for call acceptance (voice, computer, etc.). Inmates shall not have access to telephone system operators.
8. The called recipient should have an option to block any further inmate call attempts at the time the call is received.

L. Fraud Control

1. Aid in controlling fraudulent use of the telephone network must be provided by interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing.
2. The City will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Fraudulent calls must be the sole responsibility of the Contractor.

3. The system must have the capability to detect the dialing of additional Dual Tone Multi-Frequency's (DTMF) following call connection. Upon detection, the system should play a warning message to the inmate and the called party.
4. The system must provide the ability to detect and flag three-way-calls. Facility personnel should be provided with the ability to mark the call as a three-way-call, disconnect call, or both.
5. The Contractor agrees that the City will bear no responsibility for fraudulent calls or theft of service. Furthermore fraudulent, stolen, or lost calls shall not be deducted from revenue paid to the City. Fraudulent calls will be the sole responsibility of the Contractor.
6. The Contractor agrees that the City will bear no responsibility for un-billable or uncollectible calls. Furthermore, no revenue shall be deducted from commissions paid to The City for such calls. The Contractor shall bear sole responsibility for collection on all such calls.
7. The system shall have a shut-off function for each phone, each living area and for the entire system.
8. An on-site computer shall be capable of performing call blocking, inmate PIN assignment, call allow lists, call duration programming, time of day automatic shut-down of telephones, and generation of administrative reports.

M. Inmate Telephone Recording/Monitoring System

The City is seeking an inmate telephone system with call monitoring and recording capabilities. The following specifications should be addressed by the proposer:

1. The recording system shall be designed to operate twenty-four (24) hours a day, 365 days a year continuously.
2. Digital optical disks are to be used for short- and long-term storage and instant reproduction access.
3. Flagging and archiving of recorded conversations shall be accomplished by a Windows interface with simple search criteria fill-in screens.
4. Search and playback of recorded conversations within a 30-day period shall take no longer than 20 seconds.
5. The recording system must indicate how many times a disk has been used.
6. During recording, all or any inmate telephones may be selected for listening in real time.
7. The recording system shall be networkable in LAN and WAN environments.
8. Recorded calls should be retrievable and playable on any existing sound capable PC via network connection.
9. The recording system shall provide continuous online self-test diagnostics. Any recording drive failure must immediately notify the user with both visual and audible alarms. This includes hard drive failures.
10. The recording system must allow for future upgrades, to enhance performance as technology permits.
11. A printer capable of directly connecting to the recording system must be included.

12. Future software upgrades must be provided at no additional cost during the life of the contract term.
13. The recording system must allow for future upgrades, to enhance performance as technology permits.

N. Contractor Transition, Installation, Maintenance and Service Requirements

1. Contractor shall describe the backup systems, as well as, guaranteed response time, stocking of spare parts and number of technicians and their location.
2. Describe the power and space requirements of the system.
3. Describe the expandability of the system and a brief history of the frequency of software update. All software updates are to be passed to the City at no additional charge.
4. The awarded Contractor shall provide an implementation plan to the Muscogee County Prison within fifteen (15) days after the award of the contract. The Contractor, after approval of the implementation plan, shall complete the installation within forty-five (45) days of notification to proceed.
5. The awarded Contractor shall coordinate with the previous inmate telephone service provider prior to the effective date of the contract to assure little or no interruption of inmate telephone service. The awarded Contractor must notify the City in writing of any expected or anticipated interruption of inmate phone service during the transition.
6. Installation of all telephones and related equipment shall be accomplished by the Contractor or his/her sub-contractors during normal business hours or as directed by Warden.
7. The Contractor shall restore to original condition, at the Contractors expense, any damage to property caused by maintenance or installation personnel including but not limited to the wall, ceilings, etc.
8. The Contractor shall clean up and remove any debris resulting from their work. Upon completion of the installation, the premises shall be left in order and ready for immediate use.
9. The Independent Contractor shall provide all necessary equipment, labor, parts, materials, and transportation to maintain all inmate telephones in good working order throughout the life of the contract. No charge may be made to the City for maintenance of the system.
10. The Contractor shall provide telephone equipment personnel who are fully trained, manufacturer certified and/or qualified on the equipment and software to be serviced.
11. The Contractor's maintenance personnel shall respond and resolve normal repair requests within twenty-four (24) hours from the time of notification, including evenings, weekends, and holidays. Contractor's maintenance personnel shall respond and resolve emergency repair requests within eight (8) hours from the time of notification, including evenings, weekends, and holidays.
12. Contractor shall maintain a 1-800 Customer Service number that shall be answered 24 hours a day, 7 days a week by a live operator.
13. Contractor shall perform remote software diagnostics on the inmate telephone system within four (4) hours of notification.

14. Contractor shall provide a single point of contact for handling inmate and public complaints and inquiries.
15. Contractor shall maintain a 1-800 number for Muscogee County and the public to call to inquire any billing, call blocks, etc.
16. Contractor shall complete all blocking requests within sixty (60) minutes of notification.
17. Contractor must provide training to Prison staff at the location where equipment is installed. Additional training shall be provided to new staff assigned during the Agreement period at no cost to Muscogee County. Training manuals shall be provided to the facility staff at all training programs and will become property of the facility.
18. Informational pamphlets shall be available for inmates relative to the applicable features and functionalities of the system upon installation and when requested by the City.

O. Inspection Audit and Maintenance of Reports

1. The Contractor must maintain books, records, and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.
2. The City or their representatives must have reasonable access, for the purpose of examination, to any books, documents, papers and records of the Contractor as they may relate to this Contract.
3. The City may cancel any resultant Contract for refusal by the Contractor to allow reasonable access to all documents, papers, or other materials originated or received by the Contractor in conjunction with this Contract. The City may cancel the Contract if examination of the material provided by the Contractor in conjunction with this Contract provides cause to terminate due to non-compliance or fraud.

P. Maintenance Diagnostics

1. The system software should be designed to interrogate the system to perform continuous self-test diagnostics with City personnel intervention.
2. When the system detects a problem, a visual notification should immediately be displayed to the support staff in the Contractor's maintenance center.
3. Contractor must include in proposal submission clear, concise information describing the operation of the diagnostic system.

III. Commissions

- A.** The Contractor shall pay Commission to the Muscogee County Prison. **Offeror shall submit a commission schedule with proposal.**
- B.** Commissions shall be paid monthly and be accompanied by a commission report which shall include the following information:
 1. Date of report and time period covered.
 2. Total billed revenue by telephone.
 3. A statement of accuracy signed by an authorized representative of the provider.

- F. Contractor shall ensure that all monthly commission checks shall be made payable to the following: **Columbus Consolidated Government**
- D. The Contractor agrees that the City has the right to audit the revenues and commissions of all telephones covered under the terms of this contract.
- E. The Contractor shall pay the Muscogee County Prison, compensation based upon calls placed from the public telephone in accordance with the commission schedule submitted with this proposal.
- F. The Contractor shall calculate commissions as a fixed percentage based upon the gross call revenues from each public/inmate telephone. This shall mean the appropriate per minute rate applied to each and every call placed from the facility for which there is an answer and acceptance by the called party. There shall be NO DEDUCTIONS whatsoever for un-billable or uncollectible calls for any other expense associated with providing or billing the services required by this RFP. There shall be no deductions from the gross revenue for the purpose of calculating the commissions for the County.
- G. Payments are to be made within thirty days from the close of each month in which call revenue was generated by the inmate telephones. Late charges for commission payments shall be assessed on all commission payments not made within the thirty-day period. Late charges for commission payments shall be equal to five percent (5%) per months of the commission due. The Prison must receive detailed commission reports to accompany each monthly payment reflecting the true gross revenue figure. Site reports of competed call volume must be consistent with commission payment data.
- H. The City reserves the right to audit commissions anytime during the contract term. The City will have the right from the Commencement date of the agreement and for a period of two (2) years after the termination date of the agreement, upon ten (10) days written notice, to fully audit or examine any and all Contractor information pertaining to the Agreement. The City will also have the right to have another independent agency of The City's exclusive choice, perform any or all audits and examinations pertaining to the agreement.
- I. Contractor shall maintain accurate, complete and auditable records fully reflecting the Gross Revenues from which commissions can be determined, including all call detail, EMI billing records and commissioning reports during the term of the Agreement and for no less than two (2) years after the term of the agreement covered thereby in accordance with generally accepted accounting principles.
- J. Contractor shall provide a pricing and commission schedule for all types of calls originating from the prison (i.e. local, in-state and out-of-state long distance, night, day, weekend etc.)
- K. Provide the name of the local and long-distance carrier to be used.
- L. Contractor shall provide five references where similar systems have been installed. Include facility name, address contact name and phone number.

IV. Frequently Asked Questions (FAQs)

1. *Who is the current provider at the prison?*

Response: Beall's Communications Group LLC [Combined Public Communications, LLC].

2. *Do inmates have a commissary/trust/virtual account today that is/can be used for a phone account?*

Response: The current provider allows funds to be added via the kiosk system by the inmate and approved inmate family members.

3. *Can you supply the last 12 months of call history including the number of calls, the number of minutes, revenue by payment type, by call type?*

Response: See **Attachment A**. Do not have information available by payment and call type.

4. *Currently, are the inmates allowed to make any free calls? If so, how many free calls and free call minutes occur monthly?*

Response: Inmates are not allowed to make free calls.

5. *Will you please confirm if you are requesting a full-time (40 hours per week) technician to be located on site at the facility?*

Response: A full-time technician is not required to be located on site at the facility, but a technician is required to be on-call.

6. *What is your current commission rate(s)?*

Response: The current commission is 55% of the revenue.

7. *Currently, are the inmates allowed to make any free calls? If so, how many free calls and free call minutes occur monthly?*

Response: No.

8. *Please provide a copy of the current inmate phone service agreement(s)?*

Response: See **Attachment B**.

Attachment A

Call History for last 12 months

MONTH/YEAR	# OF CALLS PER MONTH	# OF MINUTES PER MONTH	TOTAL REVENUE PER MONTH	TOTAL COMMISSION PER MONTH
JUNE 2020	31,814	267,306	42,843.42	\$ 21,678.78
JULY 2020	35,548	308,452	49,426.98	\$ 25,010.04
AUGUST 2020	32,403	279,751	44,825.44	\$ 22,681.65
SEPTEMBER 2020	32,952	285,767	45,746.60	\$ 23,146.55
OCTOBER 2020	33,894	289,598	46,351.88	\$ 23,454.04
NOVEMBER 2020	33,045	283,999	45,462.24	\$ 23,003.89
DECEMBER 2020	32,216	270,368	43,295.36	\$ 21,905.74
JANUARY 2021	30,333	258,588	41,401.84	\$ 20,949.00
FEBRUARY 2021	25,038	214,078	34,261.76	\$ 17,336.45
MARCH 2021	29,321	253,507	40,582.88	\$ 20,534.94
APRIL 2021	26,805	230,111	36,839.92	\$ 18,641.02
MAY 2021	30,225	254,285	40,704.40	\$ 20,595.22
TOTAL	373,594	3,195,810	511,742.72	\$258,937.32

Call Rates

All Call Rates	Measured per Minute Charge - \$.16 (day or night)
-----------------------	---

Attachment B

INMATE TELEPHONE AGREEMENT

This Inmate Telephone Agreement (the "Agreement") is made as of the 1st Day of August 2000, by and between Muscogee County Prison, Georgia (collectively, the "Customer") and Bealls Communications Group, Inc., a Florida Company ("Bealls Communications Group").

1. **Utilization of Facility.** The Customer, for and in consideration of the payment of the Commission (as hereinafter defined) and the services to be provided by Bealls Communications Group, grants Bealls Communications Group the exclusive right and license to install and maintain an Inmate Telephone System and inter-related hardware and software, inmate pay telephones and inter-related equipment (collectively, the "Equipment") within all facilities owned, operated, or controlled by the Customer during the term of this agreement (collectively the "Facility"), and hereby leases the Facility to Bealls Communications Group for that purpose, upon the terms and conditions set forth in this Agreement. The Customer covenants and agrees to make the Facility available to Bealls Communications Group for complete installation and operation of the Equipment as soon as possible after the date hereof.

During the term of this Agreement, Bealls Communications Group shall have the right, from time to time, to replace any portions of the Equipment within the Facility. The Customer shall provide appropriate locations within the living quarters and day rooms of the Facility for installation of the Equipment, to insure that inmates within the Facility have ready access to the Equipment to allow maximum daily usage thereof. The Customer agrees to maintain a minimum of seventy percent capacity on an average. The Customer agrees not to take any action of any kind that would adversely affect the inmates' accessibility to the Equipment and usage thereof, other than as required for the security and operation of the Facility.

2. **Compensation.** In consideration of the right to install and operate the Equipment within the Facility, Bealls Communications Group agrees to pay the Customer fifty percent of Bealls Communications Group's gross billable revenue from utilization of the Equipment through collect calls made by inmates within the Facility (the "Commission"). Gross billable revenue is defined as all of the completed billable calls. Bealls Communications Group shall pay the Commission to the Customer on a monthly basis, as set forth in Section 3 below.

3. **Payment and Accounting.** Bealls Communications Group agrees to pay the Customer the Commission on a monthly basis, but in no event later than sixty days following the month in which revenues were generated from the Equipment during the term of this Agreement. Each payment made by Bealls Communications Group to the Customer will be accompanied by a report showing revenue generated by the Equipment. All commission payments shall be final and binding upon the Customer unless written objection thereto is received by Bealls Communications Group within thirty days of mailing of the commission payment to Customer by Bealls Communications Group.

4. **Licenses.** All Licenses required by any state, county, city or other governmental authority should be secured by Bealls Communications Group, at its sole cost and expense.

5. **Title to Equipment.** During the term of this Agreement, the Equipment installed in the Facility pursuant to this Agreement shall remain the sole and exclusive property of Bealls Communications Group. This equipment will include all parts to ensure functionality and all items referenced in Addendum A.

6. **Maintenance and Repair.** During the term of this Agreement, Bealls Communications Group shall repair and maintain the Equipment in good operating condition, including without limitation, furnishing all parts and labor, at its sole cost and expense. Bealls Communications Group will provide continuing and ongoing maintenance to the Equipment at its sole cost and expense, and all such maintenance services will be conducted in a timely manner. The Customer shall permit employees or contractors of Bealls Communications Group reasonable access to the Facility at all times, in order to service, repair and maintain the Equipment. The Customer shall notify Bealls Communications Group in writing of any misuse, destruction, damage or vandalism to the Equipment, as soon as practicable after ascertaining same.

7. **Liability.** In no event shall the Customer be liable for any damage or destruction to any item of the Equipment unless willful conduct by the Customer's agents or employees can be shown.

8. **Term of Agreement.** The obligations of the parties under this Agreement are effective as of the date hereof, but the term of this Agreement shall commence upon the date inmates within the Facility begin placing telephone calls from the Equipment (the "Commencement Date"). This Agreement shall remain in force and effective for five years from the Commencement Date. Either Party to this Agreement may cancel this Agreement by giving at least 100 days advance written notice to the other party. This Agreement may be renewed for one additional five-year term upon the same terms and conditions as set forth herein and such renewal must be approved by the Columbus Council. If, because of strikes, riots, wars or for any other reason, business operations at the Facility shall be interrupted for periods of time other than as is customary for operations conducted at the Facility, the expiration of the term of this Agreement shall be extended for a period of time equal to the period of such extraordinary interruption or stoppage of business operations.

9. **Event of Default, Termination of Agreement.** In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default setting forth with specificity the nature of the event of default. In the event the defaulting party fails to cure such event of default within thirty days from receipt of said notice of default, the non-defaulting party shall have the right to terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity. If the performance of this Agreement or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the parties, including without limitation, fire, explosion, riots, civil unrest, power failures, injunctions, or acts of God, then the party affected shall be excused from such performance of a day-to-day basis to the extent of such interference, provided the party so affected shall use reasonable efforts to remove such causes of no-performance. In event any governmental tariff or regulation prevents Bealls Communications Group from providing services, or such tariffs, regulations or Facility management make continuation of this agreement impractical for economic reasons or otherwise, then Bealls Communications Group, at its sole discretion, may terminate this Agreement without liability. Bealls Communications Group shall be entitled to terminate this Agreement upon written notice to the Customer in the event that a significant number of calls prove un-billable or if the Customer manages the Facility such that the inmates are denied access to the telephones. In the event of a termination of this Agreement for any reason, the Customer agrees to allow Bealls Communications Group access to the facility in order to remove the Equipment. Bealls Communications Group agrees to remove the Equipment within thirty days after termination of this Agreement.

10. **Authority.** Each party to this Agreement warrants and represents that they have the unrestricted right and requisite authority to enter into and execute this Agreement, to bind respective party, and to authorize the installation and operation of the Equipment.

11. **Miscellaneous.**

- A. Any notice to be given shall be in writing and shall be delivered by certified mail, postage prepaid, return receipt requested, addressed to the respective addresses of the parties set forth below, and all such notices shall be deemed received when delivered in the manner set forth above:

If to Bealls Communications Group:

Bealls Communications Group
Attention: Dan Strickland
P. O. Box 9082
Panama City Beach, Fl 32417

If to Customer:

Muscogee County Prison
Attn: Charlie Golden
7175 Sacredote Lane.
Columbus, GA 31907

- B. This Agreement shall be construed under and is enforceable under the laws of the State of Georgia, and shall be performable in the State of Georgia.
- C. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement.
- D. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.
- E. This Agreement shall be binding upon and inure to the benefit of Bealls Communications Group and the Customer, and their respective successors and assigns.
- F. This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement constitutes the entire agreement of the parties. The rights and obligations of the parties shall be determined solely from the terms of this Agreement and any prior or contemporaneous oral agreements are superseded by and merged into this Agreement. This Agreement cannot be varied or modified orally and can only be varied or modified by a written instrument signed by all parties.

EXECUTED as of the date and year first above written.

Bealls Communications Group,
A Florida Company

Customer:

By: 

By: 

Typed or Printed DAN Strickland

Typed or Printed Carmen Cavezza

Title: President

Title: City Manager

By: 

Typed or Printed Approved as to form

Title: City Attorney

By: 

Typed or Printed Tiny B. Washington

Title: Clerk of the Council

By: 

Typed or Printed Charlie Golden

Title: Warden

APPENDIX B

FORMS

INSURANCE CHECKLIST**RFP No. 22-0003****INMATE TELEPHONE SYSTEM/
MUSCOGEE COUNTY PRISON (ANNUAL CONTRACT)****CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE
AND ENDORSEMENTS INDICATED BY "X"**

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	STATUTORY REQUIREMENTS	
	Comprehensive General Liability		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability		
	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Others		
	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
X	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
	22. Pollution	\$2 Million per occurrence/claim	
X	23. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	24. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X	25. The City shall be named Additional Insured on all policies		
X	26. Certificate of Insurance shall show Bid Number and Bid Title		

*If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements and provide the required Certificate of Insurance.

BIDDER NAME: _____

AUTHORIZED SIGNATURE: _____

FORM 2

CONTRACTOR AFFIDAVIT E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ***Columbus Consolidated Government*** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (*numerical, 4-7 digits*)

Date of Authorization

****See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

Name of Contractor

Inmate Telephone System/Muscogee County Prison (Annual Contract)

Name of Project

Columbus Consolidated Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, __, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.**

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name: _____

Print Name of Authorized Agent: _____

Signature of Authorized Agent: _____

FORM 4

CLIENT WORK HISTORY
INMATE TELEPHONE SYSTEM/
MUSCOGEE COUNTY PRISON (ANNUAL CONTRACT)
RFP No. 22-0003

Provide at least five (5) clients for whom similar services have been provided within the last ten (10) years. Include entity name, contact name, phone number, email address, date contract began and length of contract.

Client:	Contract Amount:
	Start Date: End Date:
Address:	Contact:
	Telephone:
	Email:
Description of services:	

Client:	Contract Amount:
	Start Date: End Date:
Address:	Contact:
	Telephone:
	Email:
Description of services:	

Client:	Contract Amount:
	Start Date: End Date:
Address:	Contact:
	Telephone:
	Email:
Description of services:	

Client:	Contract Amount:
	Start Date: End Date:
Address:	Contact:
	Telephone:
	Email:
Description of services:	

Client:	Contract Amount:
	Start Date: End Date:
Address:	Contact:
	Telephone:
	Email:
Description of services:	

Client:	Contract Amount:
	Start Date: End Date:
Address:	Contact:
	Telephone:
	Email:
Description of services:	

Company Name Authorized Signature Print Name of Signatory Date

CONTRACT SIGNATURE PAGE
INMATE TELEPHONE SYSTEM/
MUSCOGEE COUNTY PRISON (ANNUAL CONTRACT)
RFP NO. 22-0003

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.

Witness as to the signing of the contract

By: _____
Signature of Authorized Representative Date

Witness as to the signing of the contract

(Corporate seal, if applicable)

Print Name and Title of Signatory

Company: _____

Company Ordering Address

Company Payment Address

Contact: _____

Contact: _____

Contact Email _____

Contact Email _____

Telephone _____ Fax _____

Telephone: _____ Fax _____

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this ____ day of _____ 20__

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Sandra T. Davis, Clerk of Council

****COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL****

APPENDIX C

DEMANDSTAR

DEMANDSTAR

SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. **Effective immediately, responses must be submitted via DemandStar.**

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select “Columbus Consolidated Government” as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid_tabulations.htm.

Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals, and will immediately discard any submittal left in the reception area of the Finance Department.

See following pages for an Electronic Proposal Submission Requirements Checklist and information for DemandStar.

The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.

ELECTRONIC PROPOSAL SUBMISSION CHECKLIST

Inmate Telephone System/Muscogee County Prison (Annual Contract) RFP No. 22-0003

Please submit your electronic response as indicated below:

IMPORTANT NOTICE:

1. Vendors shall submit **only** the required documents listed using the “**Bidder Response ALL Documents**” function. **Do not enter information using the “Supplemental Documents” function.**
2. **Zip files with multiple folders will not be accepted.** Vendors shall submit one PDF file of their submittal.
3. Due to file size limitations, please **do not resend the City’s full specifications** document as this information is already on file.
4. **In the event DemandStar requires a dollar value for your submittal, enter “0”.**

- ☐ 1. Transmittal Letter
- ☐ 2. Addenda Acknowledgement (if any)
- ☐ 3. Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (**FORM 2**)
- ☐ 4. Communication Concerning this Solicitation (**FORM 3**)
- ☐ 5. Exceptions to RFP
- ☐ 6. Experience/Qualifications
- ☐ 7. Telephone System
- ☐ 8. Service Plan
- ☐ 9. Training
- ☐ 10. Transition Plan and Timeline
- ☐ 11. Client Work History (**FORM 4**)
- ☐ 12. Commission Proposal
- ☐ 13. Contract Signature Page (**FORM 5**)
- ☐ 14. Insurance Checklist (**FORM 1**)
- ☐ 15. **Page 1** of Form W-9 – (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- ☐ 16. Business License

Please note: After award of contract by Columbus City Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.

DEMANDSTAR REGISTRATION AND SUBMISSION INSTRUCTIONS

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

☐ I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



2019 DemandStar® Corporation. All Rights Reserved.
206.940.0305

2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis

Narrow down your search by selecting a state and county.

State

Select State

County

Select County

☐ City of Metropolis – Board of Commisioners

☐ City of Metropolis Purchasing

☒ Metropolis Technical College

3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen **Metropolis Technical College** as your free agency.
Add additional government agencies below for \$25 per County, Statewide and National subscriptions available.

My Subscriptions [0]

Nation (0)

States (0)

Counties (0)

	Your Current Rate
Total (0 subscriptions)	\$0/year

Proceed to Checkout

Skip for Now

SIGN UP

Visit www.demandstar.com



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206.940.0305

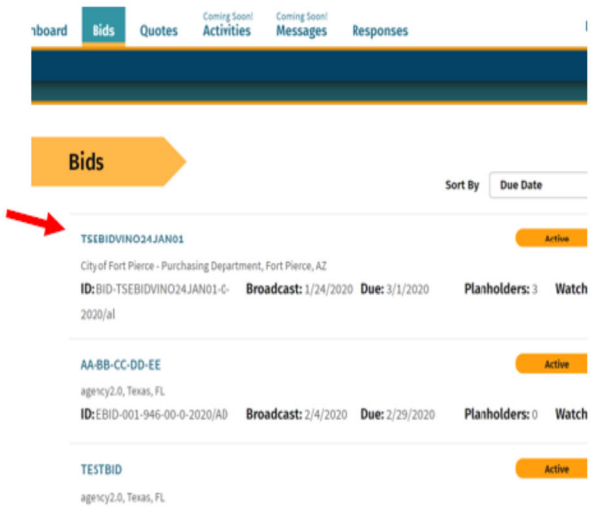
Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name



Step 4

After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

Create one (1) file containing **only** the required documents listed on the "Electronic Proposal Submission Checklist" page of the specifications and upload using the "Bidder Response ALL Documents" function.

NOTE: Do not enter information using the "Supplemental Documents" function.

Due to file size limitations, please do not include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.

BEST PRACTICE TIP: In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is **recommended** that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web page:
https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm.

Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.