

RFP Cancellation Notice

RFP Number: 46700-GDC0000609	RFP Title: Inmate Telephone Service
Requesting State Entity: Georgia Depar	tment of Corrections
Issuing Officer: Janet Pytelewski	RFP Initially Posted to Internet: July 16, 2013
eMail Address: janet.pytelewski@doas.ga.gov	Telephone: 404-656-5361
Cancellation Date: September 5, 2014	

State Entity's Reason for Cancellation:

In order to review possible implications of the Public Notice issued by the Federal Communications Commission on August 20, 2014, the State Entity has determined that it is in the best interest of the State to rescind the Notice of Intent to Award (NOIA) posted on May 1, 2014 and to cancel the RFP pursuant to Section 2.1.8.

The State Entity intends to make any necessary revisions to the RFX and will publicly advertise the solicitation on the Georgia Procurement Registry, requesting new proposals.

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Signature of Issuing-Officer

Request for Proposal Inmate Telephone Service

> Release Date: February 10, 2015

Proposal Due Date: <u>March 31, 2015</u>

Refer ALL Inquiries to:



7. GENERAL CONDITIONS

7.1. Project Scope

7.1.1 requires a turnkey inmate calling solution which shall include, without limitation, collect, prepaid, debit and free calling. Vendor shall install and operate inmate telephones, and related equipment. Vendor shall, without cost to provide all wiring for the inmate telephones, install the inmate telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international collect, pre-, debit and free calls.

7.2. Agreement Length

7.2.1 **Example** intends to award a 3 year Agreement ("Initial Term") with the option to renew for 2 additional 1 year terms or on a month-to-month basis (not to exceed 12 months). All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal terms. The Agreement shall not automatically renew.

7.3. Surety Bond

7.3.1. Within 10 calendar days after the award of the Agreement and prior to any installation work or equipment delivery, the awarded Vendor shall furnish a bond in the form of a Surety Bond, Cashier's Check, or Irrevocable Letter of Credit, issued by a surety company authorized to do business in the

, and payable to

- 7.3.2. The Surety Bond must be made payable to **accepted** in the amount of \$125,000.00 and will be retained during the full term of the Agreement and any renewal terms. Personal or company checks are not acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond.
- 7.3.3.In the event exercises its option to renew the Agreement for an additional term, Vendor shall be required to maintain the Surety Bond for the renewal term, pursuant to the provisions of this section, in an amount stipulated at the time of the Agreement renewal.

7.4. Vendor Costs and Taxes and Fees on Services

- 7.4.1.It is expressly understood that **access** is not responsible in any way, manner or form for any of Vendor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to any and all Vendor's services.
- 7.4.1. Vendor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. Including but not limited to any and all taxes as applicable for the following services:

7.4.1.1. ITS services such as; collect, debit, pre-paid and any other calls.

7.5. Financial Approach and Reporting

7.5.1.In its proposal, Vendor is required to offer 2 types of financial options as specified below. Regardless of the financial option selected by Vendor shall provide full reporting as required herein.

7.5.2. Financial Option Number One:

7.5.2.1. Vendor shall comply with the calling rates and maximum allowed fees identified under Option 1 of <u>Appendix B – Calling Rates and Financial Approach</u>.

- 7.5.2.2. does not wish to earn commission based on the Gross Revenue generated under the awarded Agreement.
- 7.5.2.3. Vendor shall offer an upfront financial guarantee covering the full length of the Initial Term. Such financial guarantee shall take into consideration current Minimum Annual Guarantee ("MAG"), monthly calling statistics, calling rates and other information regarding current ITS environment, provided in <u>Appendix A Facility Specifications</u>. The financial guarantee shall be due and payable to financial or its Designated Agent upon execution of the Agreement.
- 7.5.2.4. The financial guarantee offered by Vendor will be utilized by **sector** to recoup some but not all administrative and operational costs for its Facilities during the Initial Term. Under this RFP and the awarded Agreement. **Sector** may recoup from Vendor certain administrative and operational expenses incurred in providing inmate telephone services ("Cost Reimbursement") in the event **sector** extends the Agreement past the Initial Term. The Cost Reimbursement shall be due and payable upon receipt of the invoice by Vendor and as outlined in <u>Section 7.5 - Financial Approach and Reporting</u>.
- 7.5.2.5. Should a federal, state or local regulatory agency issue a ruling which significantly lowers the calling rates or fees in the Agreement, Vendor shall adjust the calling rates and make them in compliance with the calling rates implemented by the regulatory agency or terminate the Agreement without penalty to **so** that **so that set of** may select another inmate telephone service provider.

7.5.3. Financial Option Number Two:

- 7.5.3.1. Vendor shall comply with the maximum allowed fees identified under Financial Option Number Two of <u>Appendix B – Calling Rates and Financial Approach.</u>
- 7.5.3.2. Vendor shall propose to **service** a cost-based financial option for providing the turn-key ITS as specified in this RFP inclusive of all requirements and specifications. The cost-based financial offer shall be specified on a per call basis for all call types as shown in <u>Appendix A Facility Specifications</u>. Vendor's proposal shall include itemized cost detail to support the proposed per-call cost. Failure to provide this information may result in disgualification of Vendor form the RFP process.
- 7.5.3.3. will specify the calling rates to be charged for each call type upon Agreement award and Vendor shall charge calls at the approved rates.
- 7.5.3.4. One Hundred Percent (100%) of all Gross Revenues (as defined) generated based on the approved calling rates will be remitted to upon the completion of each traffic month. Each traffic month shall be defined as a calendar month.
- 7.5.3.5. Vendor will invoice and monthly for total number of completed calls (excluding free and complimentary calls) generated by and through the ITS based on the agreed-upon per call cost amount.
- 7.5.3.5.1. Vendor's invoice for the previous month's completed calls is due to before the 10th day of the month following the month of traffic.
- 7.5.3.5.2. will remit payment for the previous month's completed calls within 30 days.
- 7.5.4.Gross Revenue consists of all earnings, gain, income, generated revenue, proceeds or receipts paid to or received by Vendor that are in any way connected to the provision of ITS service pursuant to this RFP and Agreement. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, Intralata/Intrastate, Intralata/Interstate, Interlata/Interstate, Interlata/Interstate

calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other earnings received by Vendor.

- 7.5.5.Vendor's per call cost shall take into consideration all unbillable calls, bad debit, uncollectible calls, taxes and fraudulent calls. Vendor's supporting documentation shall itemize each of these expenses and how they make up the proposed per call cost.
- 7.5.6. Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for immate telephone calls from the Facilities must be approved by prior to implementation.
- 7.5.7. Any charges/fees added to the called party's bill without the express written consent of shall incur a fine of \$500.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
 - 7.5.7.1. shall notify Vendor of any unapproved additional fees and/or charges of which becomes aware of and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to within 30 days.
 - 7.5.7.2. Vendor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.

7.5.8. Notwithstanding the foregoing, Gross Revenue does not include:

- 7.5.8.1. Pre-Paid Collect Fees. Pre-paid collect fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with Vendor or a third party (i.e. Western Union) to accept calls. All pre-paid collect fees must be approved by and are subject to the penalty defined above if not approved by and in advance. Vendor shall comply with the amount specified in Appendix B Calling Rates and Financial Approach.
- 7.5.8.2. Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.
- 7.5.8.3. A "Free" call shall be defined as a call not generating any revenue for Vendor. Calls to telephone numbers that appear on the free call list supplied by **second** or from inmate telephones approved by **second** to process free calls shall not generate revenue for Vendor and shall not be commissionable to **second** Only those numbers designated by **second** on the free call list and inmate telephones approved by **second** to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records.
- 7.5.8.3.1. As identified above, authorized free calls shall not generate revenue for Vendor. In the event Vendor receives revenue, notwithstanding the source, from any third party related to a completed free call, authorized or unauthorized by Vendor shall remit all revenues received for each completed free to
- 7.5.8.4. Complimentary calls associated with Vendor's pre-paid collect program are not invoiced and shall not generate revenue for Vendor. Vendor shall specify the duration of and the frequency between each complimentary call to a unique telephone number. Vendor shall indicate how complimentary calls are labeled in the call detail records.
- 7.5.9.A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, etc. as acceptance). The call shall be deemed complete and billable regardless if Vendor can bill or collect revenue on the call.
- 7.5.10. Vendor may, upon request from **sectors** utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Vendor is solely responsible for

9. APPENDIX A - FACILITY SPECIFICATIONS

Item		Facility Spo	cifications		
ADP	429	165	130	80	355
Number of Beds	625	200	120	100	643
Call Time Limit	15 min.	15 min.	15 min.	15 min.	15 min.
Hours Available of Inmate Telephones	6:30am – 11pm: GP, 24/7 for certain segregated areas	6:30am – 11pm: GP, 24/7 for certain segregated areas	6:30am – 11pm: GP, 24/7 for certain segregated areas	6:30am – 11pm: GP, 24/7 for certain segregated areas	6:30am – 11pm: GP, 24/7 for certain segregated areas
Number of PANS	0	0	0	0	0
Number of Inmate Telephones Required	55	18	14	13	64
Required Telephone Cord Length (Inmate Telephone)	24" for GP; 18" for certain segregated areas	24" for GP; 18" for certain segregated areas			
Portable/Cart Phones Required	1	2	2	1	2
Coin Pay Telephones Required	1	1	1	1	1
TDD Units Required	1	1	1	. 1	1
Inmate Telephone Service Workstations Required	1 - for the onsite administrator	0	0	0	0
Inmate Kiosks Required	0	0	0	0	0
Inmate Test Telephone	1	0	0	0	0

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Call type	C # Calls	ollect # Minutes	Prepa # Calls	id Collect # Minutes	E # Calls	ebit # Minutes
Local	843	8,244	7,166	78,431	13,528	141,963
Intralata/Intrastate	193	1,875	1,154	12,571	2,385	25,678
Interlata/Intrastate	99	907	1,091	12,392	2,317	26,575
Interlata/Interstate	37	367	1,316	13,542	3,469	30,018
International	n/a	n/a	1	7	9	44
Current MAG			\$75	0,000.00		

From:	
Sent:	Wednesday, January 28, 2015 2:41 PM
To:	
Subject:	Request for Proposals

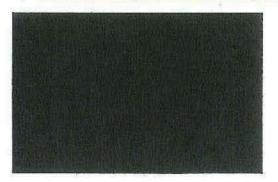
The County, acting on behalf of the **constant of the second secon**

Time: Thursday, February 12, 2015, 9:00 A.M.-10:00 A.M.; Place:

9:00-9:30 A.M. - Respond to questions below

9:30 – 10:00 A.M. - Respond to questions from RFP Evaluation Committee

- Since it is highly likely that the FCC will be eliminating all inmate phone commissions in the near future, in lieu of a (MAG) Minimum Annual Guarantee, please discuss alternatives Paytel would provide to supplement the loss of Jail phone revenues (i.e., signing bonus, financial incentives).
- 2) Please discuss any additional services/features you can provide the Jail at no additional costs.



Offer Summary

Securus' offer will provide the following benefits to the

Secure Call Platform (SCP)

Our internally developed SCP platform delivers the latest in inmate calling and will
improve call quality, provide more effective investigative tools, reduce inmate
grievances, improve call uptime, drive greater flexibility, and ensure scalability for
future growth with new technologies applied immediately through quarterly upgrades
provided at no cost to

 All service, installation, maintenance, onsite technician costs and training provided at no cost to the maintenance of the service of the servi

Aggressive Signing Bonus

 An upfront signing bonus will be \$1,000,000.00. Securus has proposed this to deliver a level of surety to the facility to address concerns over any upcoming regulatory changes.

Annual payment for an On-site Administrator.

With these funds, the facility can designate an employee, or other individual, to administer the Inmate Telephone System with the cost funded by Securus. With an employee dedicated to this specific task, **Securus Reserves and System** will benefit tremendously from expedited assistance, knowledge and system expertise in numerous investigative opportunities. Securus would gladly keep your current Administrator in place should the facility choose that option.

Continuous Voice Verification - Investigator Pro PROVIDED ON O"COST

Investigator Pro is the industry's most advanced voice biometric technology developed for the Department of Defense and available on Securus' Secure Call Platform. This feature allows you to identify what calls inmates participate in by examining call to find their voice. This technology increases your control over your inmate telephone system, increases your staff's efficiency, decreases your staff's costs, and increases protection of inmates' PINS. Fechnology div deptor in a mapower to Dob negacity fugurement.

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Automated Information Services

AIS is the industry's first and only hosted interactive voice response (IVR) system that ۰ will automatically provide inmate-specific and general facility information to detainees and outside callers over the phone. AIS automates you JMS data so family, friends and inmates can have immediate telephone access to inmate data. On average, officers' answer 1/2 a call per day for each inmate incarcerated which wastes valuable time and money. By answering approximately 80% of these calls, officers can focus on securing and managing inmates.

Rates of your choice

 Your existing rates or a fla 	t.23 per minute rate
Di we requested 5-yi gue what would Bonus	are value w/24rs in a 7-47 contract Be?
Five Year Contract Signing Bonus	\$1,000,000.00
On-Site Administrator	Included
Continuous Voice Verification - Investigator Pro	Included
Automated Information System	Included
Op	itional Products/Features
Inmate Tablets	Negotiable
Threads	Negotiable
LBS	Negotiable

Additional Capabilities for Your Consideration:

- THREADS THREADS is an analytical tool that examines billions of records to provide focused leads by detecting patterns, anomalies, linkages, and correlations both inside and outside of prison walls. Securus SCP serves more facilities and more inmates than any other provider, and this, coupled with the data you already utilize for investigations such as telephone records or cell phone tower detail provides a powerful tool to drive information led policing and increase investigative efficiency.
- Location Based Services With more than 50% of all inmate telephone calls being completed to cell phones, the ability to locate these cell phones have never been more important. With LBS, Securus has the ability to locate the proximity of calls made to cell phones when they are answered and when the calls are terminated. This technology provides a great asset to the security of the security and to your investigations as well as overall response to community emergencies.

Securus Inmate Tablet

As an option to your facility, Securus can provide our inmate tablet that will provide enhanced opportunities for the security of the facility to generate revenue through the introduction of entertainment based content. Inmates will have the capability to have their own tablet device which is ruggedized for the corrections environment and "locked down" to prevent access to unauthorized areas. Our tablet is patent pending, and we are confident it is the most secure tablet on the market which will provide facilities the ability to expand services without expending additional manpower. Our tablet will provide the security to almost any facility operation. Our deployments are designed to adapt to your environment to deliver the benefits of a tablet platform without creating operational challenges.

Benefits for Inmates:

Inmates will readily use a tablet for the many benefits they deliver on a daily basis to enhance their opportunity to self-improve, prepare for release and stay out of trouble.

Other features include:

Entertainment

- Music downloads
- Games

Education

- Increase GED Acquisition Rates
- Begin Skilled Labor Certification
- Parenting Classes
- Religious Participation Opportunities
- Law Library Access
- Discovery Documents

Benefits for Facilities:

- Reduced recidivism
- Increase programs for inmates
- Revenue Opportunity
- Automated Grievance filing
- Commissary ordering

Securus is excited about the future of tablet deployments and would welcome the opportunity to discuss this further with the **security security security**.

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Global Tel*Link Corporation www.gti.nzi Corporate Headquarters 13021 Sunset Hills Road Suite ID0 Reston, VA 2019D Operations Center 107 St. Francis Street 32nd Floor Mobile, AL 36602

February 20, 2015



Dear

Let me take this opportunity to thank you and the **extension projection and** staff for taking time away from your busy schedules to speak with Tony Pellegrino and myself concerning our response to your issued Inmate Telephone System RFP, **Section 2010** We are in receipt of your email dated Friday February 13, 2015 containing additional questions and requirements in regards to the above mentioned RFP. For ease we have responded point by point directly below:

 The Jail is interested in your company providing your total upfront financial payment to the Jail for a 5 year guaranteed contract plus 2 – one year renewal options.

GTL Response: GTL is pleased to offer the grant of grant pleased to an upfront financial payment of \$1,100,000 to the County at the execution of this agreement.

 Your financial proposal needs to include the following provided technology at no additional cost to the Jail: 10 fixed kiosks, and 110 tablets.

GTL Response: GTL is pleased to offer the **110 mobile tablets and 10 "Flex" in-**Pod klosks at no cost to the facility.

- Infrastructure costs (i.e. wiring & support tech) for the operation of all technology listed in #2 shall be borne by the vendor.
 - GTL Response: GTL understands that infrastructure costs (i.e. wiring & support tech) for the operation of all technology listed in item number 2, directly above, will be provided to the determined of the security and the operation of these cutting edge technologies, GTL proposes increasing the proposed technicians hours from part-time (20 hours a week) to full-time (40 hours a week).
- 4. Any services offered at an additional cost shall be itemized per annum.

GTL Response: GTL has the ability to provide the following value added products, goods and services through a variety of funding mechanisms. These Value Adds can be procured by calling rate adjustments, rate surcharges, ancillary products implemented or upfront money adjustments. Cost for these Value Adds can and will vary depending upon estimated call volume, number of units needed, number of users, products implemented and



Global Tel*Link Corporation www.gil.net Corporate Headquarters 19021 Sunset Hills Road Sulle 100 Reston, VA 20390 Operations Center 107 St. Francis Street 32nd Floor Hobile, AL 36602

other distinct and varying data points. GTL is willing to negotiate in good faith to provide any of the below Value Added products, goods and services while meeting the business and financial needs of the

	1	GTL Voice IQ - Continuous Voice Biometrics V
	1	GTL Data IQ [™] Advanced Investigative Data Analysis
		GTL Data IQ [™] Complete 3 rd Party Integration Data Analysis
Investigativa/Search		Integrated Keyword Search
Territas	1	Cellebrite Mobile Forensic Device (UFED)
	111	Cellsense [®] Cell Phone Detection
	1	GTL Called Party IQ [™] Inmate to Inmate Call Detection
	1	GTL Location IQ ^{1M} Location Based Services p0
		GTL Phone IQ [™] Phone Type Identification
Family & Eriend		Auto-Attendant/Facility Service Secretary IVR
Services		Video Visitation
		Visitation Scheduling Management

In closing, I wish to reiterate GTL's enthusiasm at the opportunity to earn your business. Please feel free to contact me directly should you have any questions. I can be reached directly at (804)-304-9653 or via email at <u>irogers@gll.net</u>. We look forward to the opportunity of partnering with you and **contact to the opportunity of partnering with you for your time.** I look forward to speaking within you in the near future.

Sincerely,

JC Rogers

JC Rogers Account Executive jrogers@gtl.net

From:		
Sent:	Friday, February 13, 2015 7:05 AM	
To: Subject:	Inmate Telephone Provider Questions	
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Transmittal Letter

February 27, 2015

Dear

RE: Inmate Telephone Service for

and Members of the Evaluation Committee:

On behalf of Securus Technologies, please allow me to thank you for our recent discussions regarding the above-mentioned RFP. During this process we gained valuable knowledge as to the needs and requirements of your Jail. Securus is confident in our ability to meet and exceed the requirements of the Jail and work as a strong partner with your facility and staff.

RFP[±]

The below clarifications will address some of the specific requests made by the Evaluation Committee. Please note that any previous offers made are still valid. As part of our proposal:

- Securus will absorb all costs as it relates to any integrations, upfront and ongoing capital costs, maintenance, service, networking, and repairs pertaining to the Inmate Telephone Platform and associated features.
- Securus will provide and train a full-time site administrator with an annual salary of \$50,000 per year to assist the Jail with the Securus technology provided. The Jail will have authority in choosing the site administrator.
- 3) Securus will provide all capital costs, maintenance, service, networking, wiring and repairs of its introduced Tablet technology for 110 tablets at no cost to the facility, its immates, and/or end users. Tablets are typically provided at a rate of \$35 per tablet, per month. This equates to a value of \$46,200 annually to the jail. This is an addition to the initial hardware costs and ongoing network costs which will be covered by Securus.
- 4) Securus will provide all capital costs, maintenance, service, networking, wiring and repairs of our Video Visitation technology terminals loaded with our ConnectUs software for three (3) applications at no cost to the facility. Law Library will be an available application. The typical cost for this feature for seven years, including hardware, bandwidth, maintenance, training and applications is approximately \$75,550.00.
- 5) Securus will pay \$1,175,000 (One Million, One Hundred and Seventy-Five Thousand Dollars) within 30 days of a fully-executed Contract for 5 years with a 2-year renewal period. Securus will absolve the Jail of any repayment penalties as it relates to regulatory changes (FCC). However, Securus reserves the right to receive its prorated portion of the signing bonus should the term of this contract be prematurely canceled or not extended the full term of seven (7) years. The actual term of the Agreement will not begin until the cutover to Securus service.

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6) Securus will provide all additional technologies as indicated. These include Automated Information Systems (AIS), Continuous Voice Identification Investigator Pro (CVI), Location Based Services (LBS) and its investigative THREADS technology at no cost to the Jail. These proprietary services are typically offered through an end user fee or commission deduction which would equate to roughly ten percent of total revenues.

I hope this addresses all concerns requested by the Committee. Should any further clarification be requested, please do not hesitate to contact me. We respectfully request the privilege of serving and look forward to beginning a long term, mutually beneficial relationship

with your staff and jail.

Sincerely,

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Robert E. Pickens, President Securus Technologies, Inc. 14651 N Dallas Parkway, Suite 600 Dallas, Texas 75254 972-277-0300 <u>bpickens@securustech.net</u>

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Global Tel*Link Corporation www.gll.net Corporate Headquarters 12021 Sunset Hills Road Suite 100 Reston, VA 20190 Operations Center 107 SL Francis Street 32nd Floor Mobile, AL 36602

February 27, 2015



Dear

Let me take this opportunity to thank you and the **second second second**

Financial Offer – Based on the facility entering into a seven (7) year agreement, GTL offers the facility a S1,500,000 signing bonus paid up front with zero commissions for the duration of the contract. This upfront payment will be paid within 5 days of the contract being fully executed. This offer contains the following components:

- 14 GTL FLEX In-Pod Kiosks at ZERO cost
- o 150 Inmate Tablets at ZERO cost
- 100% of all wiring infrastructure to support the Flex and wireless tablets at ZERO cost.
- O One additional pair of dark fiber for use by the second second at ZERO cost
- A full-time site technician, 40 hours per week, for the person will be approved by the second second
- Voice Biometrics, both initial and continuous at ZERO cost
- o GTL's feature rich Data IQ Intelligence Software, GTL data only at ZERO cost
- Nexidia Key word Search at ZERO cost
- A postalized rate of 23 cent per minute on all instate traffic
- 120 minute time duration on all tablet calls, and 15 minutes on all other inmate phones

In closing, I wish to reiterate GTL's enthusiasm at the opportunity to earn your business. Please feel free to contact me directly should you have any questions at (804)-304-9653 or via email at <u>irogers@gtl.net</u>. We look forward to the opportunity to provide you and your facility with our inmate telephone services. Once again thank you for your time

Sincerely,

JC Rogery

JC Rogers Account Executive