



REQUEST FOR PROPOSAL (RFP)

DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

| | | | | | | | | | | | |
|--|---|-------------|-----------------|--------------|------------------|----------------|--------------|--------------|--|-----------------|--|
| RFP NUMBER | 119019 | | | | | | | | | | |
| RFP TITLE | Inmate Phone and Video Visitation Service | | | | | | | | | | |
| RFP DEADLINE | July 11, 2019 2:00 p.m. (CST) Late proposals, faxed proposals, electronic mail proposals or unsigned proposals will be rejected. | | | | | | | | | | |
| MANDATORY SITE VISIT | Thursday, June 13, 2019 at 9:00 a.m. at the Public Safety Building, 115 W. Doty Street, Room 2002, Madison, WI 53703 Vendors <u>MUST</u> fill out a site visit form by June 7, 2019 in order to participate in the mandatory site visit. See the final page of this packet for the form. | | | | | | | | | | |
| SUBMIT PROPOSAL TO THIS ADDRESS | CITY COUNTY BUILDING DANE COUNTY PURCHASING DIVISION 210 MARTIN LUTHER KING JR BLVD ROOM 425 MADISON, WI 53703-3345 | | | | | | | | | | |
| DIRECT ALL INQUIRES TO | <table border="1"> <tr> <td>NAME</td> <td>Carolyn A. Clow</td> </tr> <tr> <td>TITLE</td> <td>Purchasing Agent</td> </tr> <tr> <td>PHONE #</td> <td>608/266-4966</td> </tr> <tr> <td>EMAIL</td> <td>Clow.carolyn@countyofdane.com</td> </tr> <tr> <td>WEB SITE</td> <td>www.danepurchasing.com</td> </tr> </table> | NAME | Carolyn A. Clow | TITLE | Purchasing Agent | PHONE # | 608/266-4966 | EMAIL | Clow.carolyn@countyofdane.com | WEB SITE | www.danepurchasing.com |
| NAME | Carolyn A. Clow | | | | | | | | | | |
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| DATE ISSUED: May 28, 2019 | | | | | | | | | | | |

PROPOSAL SUBMISSION CHECKLIST

| # of Proposals | Proposal Delivery |
|---|--|
| <input type="checkbox"/> (1) original <input type="checkbox"/> (5) copies <input type="checkbox"/> (1) electronic copy of your proposal and cost proposal in PDF format on a flash drive <input type="checkbox"/> Cost proposal original and one copy in a separate envelope per Section 5.1. <input type="checkbox"/> Up-to-date Vendor Registration | <input type="checkbox"/> Sealed envelope/package containing proposals and labeled with: Vendor Name Bid Number Bid Deadline Date/Time |

PROPOSALS MUST BE DATE/TIME STAMPED BY A DANE COUNTY DEPARTMENT OF ADMINISTRATION STAFF MEMBER

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1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to provide inmate phone and video visitation services for the Dane County Sheriff's Office according to the specifications set forth within this document.

The County intends to use the results of this process to award a contract or issue of purchase order for the product(s) and or services(s) stated.

The Dane County Purchasing Division is the sole point of contact for questions and issues that may arise during the RFP process.

1.2 Clarification of the Specifications

All inquiries concerning this RFP must be directed to the **person indicated on the cover page** of the RFP Document. (Electronic mail is the preferred method)

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (Section 1.5).

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.3 Vendor Conference

A vendor conference will be conducted by the COUNTY, and provides an opportunity for all interested companies to ask questions, receive clarification and additional documentation providing statistical information, and to tour the facilities.

Participation in the conference is mandatory for any vendor intending to submit a proposal in response to this RFP. The site tours are also mandatory to avoid the situation of a proposal being submitted without the vendor having seen the facilities. Any company planning to attend the conference and site tours must submit a "**Registration Form**" (See **Attachment D**) to include the names and titles of any representative(s) potentially participating. For the conference and tours, each participant must have a valid driver's license or other officially-issued photo identification. At least one representative from the company electing to consider bidding and not more than three individuals may participate for a single vendor. Any additional participants must receive the advance approval of COUNTY.

1.4 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or 608/266-4941 (TTY).

1.5 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division [website](#).

It shall be the responsibility of the proposers to regularly monitor the Purchasing Division web site for any such postings. Proposers must acknowledge the receipt/review of any addendum(s) at the bottom of the Vendor Information Page.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the Dane County [website](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

| DATE | EVENT |
|------------------|---|
| May 28, 2019 | RFP Issued |
| June 25, 2019 | Last day to submit written inquiries (2:00 p.m. CST) |
| June 28, 2019 | Addendums or supplements to the RFP posted on the Purchasing Division website |
| July 11, 2019 | Proposals due (2:00 p.m. CST) |
| Late August 2019 | Interviews (if needed) |
| September 2019 | Vendor Selection/Award |
| January 1, 2020 | Contract Start Date |

1.7 Contract Term and Funding

The contract shall be effective on January 1, 2020 and run for one year with four (4) optional one year extensions.

1.8 Submittal Instructions

Proposals must be received in by the County Purchasing Division by the specified time stated on the cover page. All proposals must be time-stamped in by the Purchasing Division by the stated time. Proposals not so stamped will not be accepted. Proposals received in response to this solicitation will not be returned to the proposers.

Dane County is not liable for any cost incurred by proposers in replying to this RFP.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title
- Request for proposal number
- Proposal due date

1.9 **Multiple Proposals**

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc.

1.10 **Required Copies**

Proposers must submit **an original and the required number of copies** of all materials required for acceptance as instructed on the cover page of the RFP.

All hard copies of the proposal must be on 8.5"x11" individually securely bound. **In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format saved on a Flash Drive.**

1.11 **Proposal Organization and Format**

Proposals should be organized to comply with the section numbers and names as shown in Section 4.0: Proposal Preparation Requirements.

1.12 **Proprietary Information**

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Required Form – Attachment B “Designation of Confidential and Proprietary Information”. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

1.13 **Cooperative Purchasing**

Participating in cooperative purchasing gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A “municipality” is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (20, Wis. Stats.

On the Vendor Information page, you will have the opportunity to participate in allowing other municipalities to piggyback this bid. Participation is not mandatory. A vendor's decision on participating in this service has no effect on awarding the bid.

Dane County is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

1.14 Vendor Registration Program:

All proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an opportunity to receive notifications for solicitations issued by the County and provides the County with up-to-date company contact information.

Provide your Dane County Vendor # in the Vendor Information section of the proposal submission packet.

For Non-Registered Vendors:

Complete vendor registration by visiting www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Create Vendor Account. You will receive an email confirmation once your account is created and again when your vendor registration is complete. Retain your user name/email address and password for ease of re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

For Registered Vendors:

Check to make sure your vendor information including commodity codes is up-to-date by signing into your account at www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Vendor Log In.

1.15 Local Purchasing Ordinance

Under County ordinances, a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business within the County of Dane. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

County ordinance provides that a local vendor automatically receive five points toward the evaluation score.

Vendors located within the counties adjacent to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

1.16 Dane County Sustainability Principles

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;

SECTION 1 – GENERAL INFORMATION

- Reduce and eventually eliminate Dane County government’s contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems);
- Reduce and eventually eliminate Dane County government’s contribution to conditions that undermine people’s ability to meet their basic human needs.

1.17 **Fair Labor Practice Certification**

Dane County Ord. 25.09 (1) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

Additional information can be found using the following links: www.nlr.gov and <http://werc.wi.gov>.

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.0 PROPOSAL SELECTION AND AWARD PROCESS

2.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 1 and Section 4 are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

2.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

2.3 Oral Presentations/Interview

Top ranked selected proposers may be required to make oral interview presentations and/or site visits to supplement their proposals, if requested by the County. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

2.4 Demonstrations

Top-scoring vendor(s) may be required to install and demonstrate its product(s) and/or service(s) at a County site. Product(s) being demonstrated must be delivered to the County site upon two (2) weeks notice by the County to the vendor(s) and must be installed and ready for the demonstration within one (1) week of delivery. The County will furnish detailed specifications concerning the demonstration site and the particular test it will use to exercise the vendor's product(s) and/or service(s). Failure of a vendor to furnish the product(s) and/or service(s) it has proposed for demonstration within the time constraints of the preceding paragraph may result in rejection of that proposal. Failure of any product(s) and/or service(s) to meet the County's specified requirements during the demonstration may result in rejection of the vendor's proposal.

The successful demonstration of the vendor's product(s) and/or service(s) does not constitute acceptance by the County. Any product(s) and/or service(s) furnished by the vendor for the purposes of this demonstration must be identical in every respect to those which will be furnished if a contract results.

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.5 Evaluation Criteria

The proposals will be scored using the following criteria:

| Proposal Requirements | Percent |
|--|----------------|
| Scope Item (Organization capabilities and staff qualifications (sections 4.2 & 4.3) | 30% |
| Telephone system requirements (Sections 5.1-5.5) | 20% |
| Video visitation system requirements (Sections 5.6-5.9) | 20% |
| Other technical requirements (Sections 5.10-5.12) | 10% |
| Cost | Percent |
| Cost (Section 4) | 20% |
| Total | 100% |

2.6 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

2.7 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

2.8 Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

3.1 Definitions and Links

The following definitions and links are used throughout the RFP.

County: Dane County

County Agency: Department/Division utilizing the service or product.

Proposer/Vendor/Firm/Contractor: a company submitting a proposal in response to this RFP.

Dane County Purchasing website: www.danepurchasing.com

Fair Labor Practices websites: www.nlr.gov and <http://werc.wi.gov>

3.2 Scope of Services

Dane County is requesting proposals to provide a Digital Inmate Telephone and Video Visitation System & services at the Dane County Jail. Dane County is interested in receiving proposals that provide a fully operational system, which includes all phone and video visitation services at the lowest cost possible for inmates for all calls and visits processed by coin-less telephones, tablets, kiosks and/or visitation stations, as well as an administrator to monitor day-to-day operations. This method of providing service will include a single primary contractor with end-to-end network and equipment responsibilities. Sub-contractor relationships will be permitted as needed to obtain and maintain end-to-end service.

The system shall include, at no cost to the County, installation, maintenance, and service of the equipment and the telephone/video visitation system as a whole. The vendor must provide a complete “turn-key” fully operational system, which will provide local, interlata and intralata, and interstate and intrastate service.

The minimum requirements of this system shall consist of 168 fixed inmate telephones, kiosks or tablets and 64 non-contact visitation handsets for recording and monitoring inmate telephone calls. Vendor may elect to provide dedicated tablets that permit voice calls and video visitation to meet this requirement.

In addition, this proposal seeks to expand current video visitation capabilities in all the jail facilities to include remote visits for public and professionals. Vendors should evaluate the needs of all the current jail facilities and recommend an appropriate number of video units as part of their proposal responses. System will include a monitoring and recording system. System will be a full turn-key operation.

The goal of this RFP is to procure a complete inmate phone and video visitation system for the benefit of the Dane County Jail and Huber Facility. The County desires lowest possible cost to inmates, state of the art technology, accountability, enhanced customer service, increased performance, maintenance, and service of the equipment and the system as a whole. The County desires to contract with a vendor who will assure that calls are billed, the costs of services and equipment are paid, and customer service is handled while providing the lowest cost possible to the inmates and no cost to the County.

3.3 Background

The Dane County Jail is comprised of three facilities:

The City-County Building Jail (CCB), located at 210 Martin Luther King Jr. Blvd., Madison, is a linear style jail which was first built in the 1950s with two floors on the east side of the building. In 1985, the jail was expanded to occupy the west wing of the City-County Building, bringing the final capacity of that facility to 341 beds. In 2001, a reconstruction job was completed on the CCB. The reconstruction did not add any additional beds, but retooled areas of the CCB that were abandoned when the Public Safety Building Jail opened.

The CCB is our maximum-security facility and is separated into four wings, 6 East, 7 East, 6 West, and 7 West.

The CCB is a linear facility having cell blocks made up of individual cells surrounding a day room or common area. Each cell block houses four or eight inmates. The individual cells have bars on the wall facing the dayroom. Each cell block has at least one phone.

Visitation only occurs at the 6 East wing. There are currently 26 visitation booths requiring handsets.

In 1994 the Public Safety Building (PSB), located at 115 W. Doty St., Madison, opened with 464 beds. The PSB is designated as a medium/minimum security facility and uses the direct supervision model in the inmate housing units. There are 200 beds each on third and fourth floors. In 2008, 4 additional beds were added to the third and fourth floors bringing them up to a combined total of 408 beds. The first floor houses our Booking Center, and has 64 beds for newly-arrested inmates awaiting initial appearance court or inmates who need to be classified before being housed elsewhere in the jail.

The booking area has two temporary holding areas where inmates are held temporarily which includes four phones

Adjacent to the booking area is a larger, longer term holding area. One holding area has two, eight person dorms and one holding area has six, eight person dorms. There is also a segregation area with 15 individual cells.

The dorms in the PSB are one large open room with no individual cells. Inmates are double bunked in a portion of the pod. The large pods house up to 50 inmates. There are also split pods which house up to 24 inmates on one side and 28 on the other. The deputy station is at one end and looks into both split pods.

There is a visitation area on first floor that is a large, open room with several tables and chairs to accommodate contact visits. There are currently six non-contact visitation booths requiring handsets. There are currently 10 video visitation terminals for public video visits.

The William H. Ferris Center, (FC), located at 2120 Rimrock Rd., Madison, is our work release facility. It was constructed in 1983 with a capacity of 72. It is a minimum security facility housing sentenced inmates with work release privileges. In 1992 a

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

second floor was added to the Ferris Center to bring its total capacity to 144. In 1994 the second floor was closed with the opening of the Public Safety Building, but by 1997 it was necessary to re-open it due to jail overcrowding. Double bunking brings the facility capacity up to a total of 288 beds. Each floor consists of three wings which are managed through indirect supervision. In 2004, the Ferris Center underwent a remodeling project to retool the bathrooms, showers and mechanicals. In 2011 the second floor was again closed.

The first and second floors mirror each other. The inmate area consists of three wings. Each wing has a dayroom or common area. There are 24 total dorm rooms. One wing has nine dorm rooms, one wing has eight dorm rooms, and one wing has seven dorm rooms. There are no doors on the dorms. Each dorm can house up to six inmates.

There is a visitation area at the entrance to the facility. The visitation area is an open room with several tables and chairs to accommodate contact visits.

See Appendix 5 for a listing of current phones and video units by location.

In addition to the three jail facilities, the Dane County Courthouse is to be included in the scope of the contract for inmate telephone services. The Dane County Courthouse, located at 215 South Hamilton Street, was opened in 2006. It has a rated capacity of 85 inmates. Inmates are held in this area on a short-term basis for attendance in court. Four video visitation terminals are required for attorneys to visit inmates in the jail.

There is connectivity between the CCB, the Public Safety Building Jail, and the Dane County Courthouse via secure tunnels between the buildings on the basement level.

This proposal shall also cover any other facility(ies) constructed by Dane County for the purpose of housing inmates during the span of this contract.

3.4 Contract Management

The Vendor shall provide all labor, supervision, software, hardware any associated updates and equipment required to install, operate and maintain an Inmate phone and video visitation system including but not limited to:

- Provide services 24 hours a day, seven days a week
- Provide all calling and video visitation services, management and administrative capabilities including daily download of all call records to a call processing system and maintaining and distributing detailed records.
- Provide local and long distance calling services utilizing collect calling, debit accounts and pre-paid calling accounts.
- Comply with all Public Service Commission of Wisconsin rules, Federal Communications Commission's rules and all other applicable standards and regulations are required over the life of the contract.
- Complete and file all necessary paperwork, including tariffs, with the State Regulatory Commissions. All tariffs, standards and regulations utilized in pricing calculations must be provided in the RFP pricing proposal response.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

- Provide all required equipment hardware, software, maintenance, upgrades and enhancements as needed at no cost to the County. Consumables, with the exception of paper, are the responsibility of the Vendor.
- Respond to repair/service problems. In addition, follow-up with appropriate personnel to assure repair has been completed and system is performing properly.

Recruit and employ an administrator to oversee the overall management of the system, act as a liaison between the County Jail and/or the County's contract administrator, the Vendor and all outside contractors/subcontractors.

3.5 Current Operations

Current operations provide 168 fixed inmate telephones located in the City- County Building, Public Safety Building, William H. Ferris Center, and the Dane County Courthouse and 64 visitation handsets for recording and monitoring visitation.

For current Dane County Jail Phone Rates see Appendix 1.

Funding for the telephone-based APPRISS/VINE victim notification system is provided by the current inmate telephone vendor.

In late 2013 ten video visitation stations were installed in the PSB at no additional cost to the County. The current locations are in the PSB Housing units on third and fourth floor, ten in the visitation area and one registration unit in Booking. A monitoring and recording system provides DCSO personnel with the capability to monitor and record communications.

Currently there is no fee charged to the inmate for in-house visitation. Remote visitation has not yet been implemented. When remote visitation is implemented the County desires fees that will reflect the lowest cost possible to the inmate. This service is to be provided at no cost to the County. The intent of this contract is to add remote visitation.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.0 PROPOSAL PREPARATION REQUIREMENTS

Proposals should be organized to comply with the section numbers and names as shown below. Each section heading should be separated by tabs or otherwise clearly marked. Hardcopies shall be bound in an 8½" x 11" format, but 11"x17" pages for graphics may be included. The RFP sections which should be submitted/responded to are:

4.1 Required Form – Attachment A – Vendor Information

4.2 Table of Contents

Provide a table of contents that, at a minimum, includes all of the sections as identified below. Listings of sub-sections and graphics/tables also may be included. Section dividers are encouraged.

4.3 Tab 1: Organization Capabilities

Describe the firm's experience and capabilities in providing inmate phone and video visitation service. Be specific and identify projects, dates, and results.

4.4 Tab 2: Staff Qualifications

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project.

A security clearance will be required for any employee needing access into the Dane County Sheriff's Office, the Jail or the Huber Facility. All personnel that will be onsite will be required to complete a release form for this purpose. The signed release must be provided two weeks prior to commencement of any activity, and during the contract prior to any new employees being hired to do work at the aforementioned facilities. All employees will have uniforms and/or proper visible identification while working inside and outside of County buildings. Entrance to all jail facilities will require an escort.

4.5 Tab 3: Proposer References

Proposers must include in their RFPs a list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.

4.6 Tab 4: Maintenance/ Software Upgrade for Digital Audio Corporation's Complete Lab Solution for Forensic Audio Analysis

Provide any necessary maintenance or software upgrades for Digital Audio Corporation's Complete Lab Solution for Forensic Audio Analysis. The cost of the maintenance and software upgrades may be obtained from Digital Audio Corporation. This is a turnkey system.

Software requirements are included in Appendix 2 & 3.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.7 **Tab 5: Intelligent Devices' Complete Lab Solution for Forensic Audio Analysis**

The Vendor to provide funding for Intelligent Devices' Complete Lab Solution for Forensic Audio Analysis. The Cost of this system is available from Intelligent Devices and is called **SES4 Enhanced speech extraction software**.

This is a dongle based software system which will operate on existing Dane County computer equipment.

The Vendor to provide any necessary maintenance or software upgrades and new equipment upgrades as necessary to keep pace with current technology for the length of the contract.

Software requirements are included in Appendix 2 & 3.

4.8 **Tab 6: Indigent Phone Access**

The vendor shall include a proposal for free weekly minutes to all inmates to eliminate the barrier to access phone calls to indigent inmates.

4.9 **Tab 7: Appriss VINE System**

The vendor to provide annual funding for continuation of the Appriss VINE (automated victim notification) system at then current fees. Vendor will be billed annually at the following rates. Payment will be due within 30 days of billing date.

5-year renewal rates as follows:

| | |
|-------------------------|-------------|
| 10/13/2019 – 10/12/2020 | \$45,634.97 |
| 10/13/2020 – 10/12/2021 | \$47,004.02 |
| 10/13/2021 – 10/12/2022 | \$48,414.14 |
| 10/13/2022 – 10/12/2023 | \$49,866.57 |
| 10/13/2023 – 10/12/2024 | \$51,362.57 |

4.10 **Tab 8: Annual Administrative Fee**

The vendor will be assessed an annual administrative fee. The administrative fee is \$531,079.00 in year one. The administrative fee shall increase by 3% per year.

4.11 **Tab 9: Overview of Telephone and Video Visitation Service Requirements**

Dane County, Wisconsin is requesting proposals to provide an Inmate Telephone and Video Visitation Service at the Dane County Jail facilities. The vendor must provide a complete "turn-key" fully operational system, which will provide local, interlata, intralata and interstate service.

The contract resulting from this procurement must include all of the following elements. This list summarizes the general requirements for the scope of County Jail project.

Provide a narrative regarding how the firm will comply with each of the following requirements:

- Complete and file all necessary paperwork with the State Regulatory Commission, to include the filing of tariffs.
- All equipment, local and long distance calling service and a complete range of management and administrative capabilities.

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- Outgoing calls only, with various features and institutional variations in feature applications and usage. Alternate methods of payment other than collect calling, such as debit cards and pre-paid must be bid as options at no cost to the County.
- All tariffs, standards and regulations utilized in pricing calculations must be provided in the RFP response.
- It is the responsibility of the Contractor to comply with all applicable Federal and State Licensing and certification requirements. This will be done at the Contractor's expense. All applicable federal, state and local laws, rules and regulations governing telecommunications service contracts will apply to the Contract throughout and be deemed incorporated into the Contract.

4.12 **Tab 10: Telephone and Video Visitation Hardware Equipment Requirements**

The following is the list of hardware requirements for phone and video visitation.

Provide a narrative regarding how the firm will comply with each of the following requirements:

- Telephones, Kiosks, or Dedicated Tablets. A minimum of 168 fixed inmate telephones, kiosks, or dedicated tablets and 64 non-contact visitation handsets at the Dane County Jail. The vendor shall provide all hardware, any applicable software and maintenance to the same. Vendor must use tablets built for the corrections environment. Commercial tablets are not acceptable. Must offer inmate telephone calling through dedicated application.
- Connectivity. All wiring provided must be of sufficient quality and quantity to support all requirements and at a minimum meet or exceed current performance standards. Cabling upgrades shall be provided by the vendor, where necessary, to meet these requirements. In-place cabling will be allowed to be tested and re-used. Vendor must put in their own network with secure, web-based control for facility staff.
- Security fixtures. Surface mounted instruments enclosed in sturdy metal (institutional or equivalent) housing with protected cords, maximum length of 18", finishes, and mountings suitable for use in a correctional facility.
- Handsets. Hearing aid compatible, tamper resistant handsets.
- TDD devices. An appropriate number of portable TDD devices will be provided to be in compliance with ADA requirements (a minimum of three (3) devices). Any other equipment required to comply with ADA requirements must also be provided. Vendor must provide PURPLE services or comparable service to meet this requirement. Both TDD and PURPLE services shall have the ability to be recorded for investigative purposes.
- Calling instruction plate. Each instrument is to be equipped with a calling instruction plate which will inform the inmate that Sheriff's Office personnel may monitor, time and restrict service from the telephones, and that use of the telephone constitutes consent to these conditions. This plate should be written in both English and Spanish, and is to be maintained in legible condition during the term of the contract.
- Support Equipment. The Vendor will provide all ancillary equipment required such as computer(s), printer(s), modems, and system software necessary to allow facility officials to query, display and print individual inmate telephone and video activity as well as to perform general system administration and maintenance diagnostics. System software will be security level based with user

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login and password protection available. The system shall include secure connectivity to the existing Dane County network in order to allow County personnel access to the system on network desktop workstations.

- The Vendor must have the capability to “burn” CDs and/or create MP3 or MP4 files in response to public records requests.
- Installation. All cost associated with installation of this system are the sole responsibility of the Vendor. **All software and hardware will be installed and be fully operational per manufacturer's specifications for such equipment within 60 days after contract execution. Continuity of service, or very minimal disruption of service, must be maintained during the installation process of any new equipment.** The Vendor is required to work with the existing Vendor and the County to assure continuity of service, or minimal disruption of service is maintained during the installation of any new equipment. The County Jail officials will determine the locations, as well as the need for future installations and disconnects. All work and required schematics will be coordinated between Dane County Facilities Management and Information Technology as applicable. The Vendor will be responsible for all costs associated with the installation or disconnection throughout the term of the Contract.
- Installation All work shall be done in a neat and professional manner and shall comply with the applicable national, state and local codes and regulations. Primary power electrical work shall be done by or under the supervision of an electrician licensed by the State of Wisconsin at no additional expense to the County. At no time shall the existing system be taken out of service until such time as the new system has been accepted. Upon completion, all as-built drawings and revised schematics shall be forwarded to the County.
- Equipment. Equipment shall be bid as new and unused. Equipment classified as demonstrators, prototype or discontinued shall not be installed. The equipment shall be the latest model offered and must be tried, proven, and in current use.
- Expandability. This system is to be expandable to service any new facility construction and/or expansion.
- Because CD Writing capabilities are not available through the Citrix Server Farm, the vendor shall be responsible for providing a minimum of six PC's for this purpose. Where the County's network infrastructure does not provide access to high speed internet service, the vendor shall be responsible for all the costs associated with the installation and maintenance of such service.
- Inventory, Schematics and/or /Drawings: Within thirty days prior to the commencement of services, the vendor will be required to provide a complete inventory of components owned by the County and any provided by the Vendor (clearly identified separately) that will be utilized in the performance of this contract, as well as their location. This shall include the provision of a detailed cable map, if existing cable is not utilized, and/or a schematic drawing. This same information will be required upon completion of the contract and must include everything that will be left on site, regardless of the owner.

4.13 Tab 11: Telephone Service Requirements

The following is the list of requirements. **Provide a narrative regarding how the firm will comply with each of the following requirements:**

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- Must allow for local, IntraLATA, InterLATA and Interstate services; outgoing calls. All voice prompts for service must be available in both English and Spanish. Note: Any requests for call rate increases must be submitted 30 days in advance and are subject to approval by the County
- International calls are allowed only when placed using the debit accounts with the exception of 011 numbers. Calls to be charged at the long distance (interstate) rates.
- Call acceptance by the call recipient shall be accomplished through positive call acceptance from a landline or cell phone. 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 monitor call progress and system must not allow inmate to communicate with the called party until the call has been accepted.
- Shall allow collect, debit or pre-paid outgoing calling only. System should permit one single call per connection to a landline or cell phone, and shall provide for a means to prohibit 3-way calling, conference calls or pay phone connections.
- Call process from off-hook to call acceptance shall take no longer than 1 minute.
- The system must offer a recorded message that informs the call recipient the call is a collect call from the Dane County Jail and if they choose to accept the collect call, there is a minimum charge of X for X minutes.
- Inmate is to receive a one minute warning notice advising the call duration time is about to expire.
- There will be an option to set limits of length of calls and visits. There is no limit on the number of calls that can be made per day, unless otherwise specified.
- All inmate calls and visits shall be processed by an automated operator and shall not allow access to a live operator at any time.
- Blanket restrictions must be in place to operator and directory services numbers, 411, 911 and other service numbers, specific numbers such as the institution's employees, other long distance carriers via 800+, 888+, 900+, 950+, 976+, 10XXX, and other toll free numbers.
- Conduct a structured acceptance test and pass successfully. Tests shall be conducted over a period of 30 consecutive days; beginning at the time the installation is completed.
- System is to be expandable to service any new facility construction and/or expansion. Please provide an explanation in your response detailing the specific impact this will have on the fee structure.
- The system shall include the capability of a text to voice grievance system allowing responses to be forwarded to a voice mail box accessible to the inmate at no cost to the inmate.
- The system shall have available a voicemail option allowing individual inmates access to voice mail messages.
- The system shall have **Continuous Biometric Technology** available for the duration of the call. System shall have voice verification capabilities for enhanced fraud detection.
- Vendor will have the capability to interface their call processing equipment with the inmate banking system provided by Summit Group (CBM Managed Services) Elio Group commissary and inmate banking system, to allow inmates to use their trust fund accounts to purchase phone minutes and to allow unused phone

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minutes to be automatically credited to their trust account at time of departure. The vendor must provide a phone ordering function for commissary products capable of integrating into CBM's fulfillment systems or use CBM's phone ordering system through the phone system. All interfaces and development are to be done at no additional cost to the County or CBM. CBM contact person is Matt DeRoche, Director of Commissary Sales and Technology, (605) 335-0825, matt.deroche@summitfoodservice.com.

- If Commissary service changes Vendor will interface with new service at no cost to the County.
- System must allow for unlimited call blocking and notify inmate that call has been blocked.
- Call recipient should have an option to block any further inmate call attempts at the time the call is received.
- Service for four phones in booking area is provided at no cost to inmates or the County.
- The system must be able to exempt specific telephone numbers from monitoring or recording and be capable of identifying specified telephone numbers as "do not record".
- System shall have sufficient electronic storage capacity for on-site retention of call recordings for the duration of the contract.
- The County will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service.
- System shall provide the capability to establish a credit limit per billed number.

4.14 **Tab 12: Telephone and Video Visitation Administration Requirements**

The following is a list of administrative requirements. **Provide a narrative regarding how the firm will comply with each of the following requirements:**

- - Administrator's responsibilities shall include but may not necessarily be limited to:
 - The administrator to provide the overall management of the phone and video system and act as a liaison between the Sheriff's Office and the Vendor or contractors/subcontractors.
 - Coordinating on-site operations
 - Provide usernames and passwords to deputies and those authorized to access the system.
 -
 - Maintaining and managing inmate phone database, including uploading attorney's phone numbers and assuring any calls from inmate are not recorded.

Training shall be provided to make facility personnel familiar with the operation of the inmate telephone system, video visitation system, and all auxiliary services prior to cutover on the use of all equipment and functions available to the County staff and inmates. Up to twelve (24) jail staff shall be provided complete on-site system training.

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Training must include all inmate functions, system administration functions, report generation and use, recording/monitoring, vendor support procedures, and other subjects needed for a full and complete implementation. A total of four (4) hard copy manuals and two (2) manuals on disk utilizing windows format of the appropriate written materials for both training and ongoing reference shall be provided allocated as follows: Dane County Jail – 3 hard copies and 2 disks

- Monitoring system operations
 - Preparing reports and recommending system-wide improvements
 - Meet with DCSO staff as needed to address any inmate phone and visitation system, service or management performance issues.
 - Developing and maintaining inmate phone and video database. Note: All databases created and/or maintained for inmate call and visitation records are the property of Dane County.
 - Performing call blocking at the request of designated staff
 - Respond to law enforcement and other record requests
 - Providing fixes to equipment such as replacing handsets, keypads, cords, and volume buttons.
 - Initiating trouble tickets/tracking progress, including scheduling on-site repairs for tasks outside of their expertise, such as wiring issues, and reporting resolution
 - Performing periodic reviews of maintenance issues equipment conditions
 - Maintaining adequate equipment inventory
 - Responding to inquiries and resolving all complaints, regardless of the source, related to phone system, services or charges. The Administrator and/or Vendor shall not refer any such questions or complaints to the Jail, Sheriff's Office or other County staff.
- Maintenance support Vendor shall provide 24-hour/day telephone access with local or toll free number for full maintenance support, and responsibility for providing coordination of repairs on local/intralata/interlata/interstate services. All repairs will be performed at the Vendor's expense during the term of the contract. The vendor must respond to all service calls and/or requests for service within 4 hours of notification. The vendor shall contact the county within 24 hours of receiving a call for service and verify the status of the repair or ensure the system is working properly. Vendor shall provide secure remote access that allows Vendor to remotely access their system to apply a quick fix or conduct diagnostics to determine the issue. The secure system shall be controlled by the DCSO. When remote access is deemed necessary the Vendor can contact the DCSO and the DCSO can turn the remote access on. When the remote access procedure is complete the DCSO can turn off remote access thus prevent any remote access.
 - Vendor shall provide operator assistance to inmates to assist them with billing questions.
 - The Vendor will be responsible for maintaining records in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.

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- The Vendor will provide training on the operation of the call and video system and all auxiliary services at no additional cost to the County. Training must include all inmate functions, system administration functions, report generation and use, recording/monitoring, vendor support procedures, and other information needed for full and complete implementation.
- System will be permission based to allow different users to have access to different privileges in the system, as defined by DCSO.
- Each user will require a unique username and password that will determine their level of functionality.
- The County is not liable for fraud, theft, vandalism/damage, or loss of the vendor's equipment. All costs associated with repair or replacement will be the responsibility of the vendor.
- **Ownership of Data**
 - **Upon termination or expiration of the contract agreement, it is understood that all completed or partially completed data, records, computations, survey information, and all other material the Vendor has collected or prepared in carrying out the contract shall be provided to and become the exclusive property of the COUNTY unless or until such time as any of the above materials become public domain. Therefore, any reports, information and data, policies and procedures, protocols, manuals, forms, records, statistical reports, given to or prepared by the Vendor under this agreement shall not be made available to any individual or organization by the Vendor without the prior written authorization of the COUNTY.**
 - No reports or documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Vendor. Data obtained through this agreement shall not be utilized for formal presentations, conferences, classes, presentations, articles, chapters or other public dissemination without the express written approval of the County of the materials specifically and of the dissemination in general.
 - Media Releases and Contact – The vendor's staff, independent contractors and subcontracts shall be restricted from releasing any information about the contract or events occurring within a County facility to a public forum or to the media without the authorization of the County and coordinated through the County's public information representatives.
- **Reports** The Vendor is required to prepare and submit electronically the reports noted below to DCSO by the 10th day following each month that includes the following fields in an Excel Spreadsheet format or in a format that can be exported to Excel.
- Monthly: A summary report by phone instrument of total calls and visits made, total positively accepted calls, average minutes per accepted call, average number of calls my inmate and number of disallowed calls by the categories local, IntraLATA, InterLATA, Interstate Local Calls and International Calls.
- Quarterly: Provide Quarterly Reports on system performance and customer services issues. This report is to include, but is not limited to service problems (hardware and software), consumer complaints, their resolution and the amount of time to resolve each problem.
- The Vendor will have the capability of providing detail reports to DCSO for identified time periods by phone, by category or by call types when requested, or make such reports available to DCSO to run at their discretion.

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- The Vendor may not pass on or pass through to the customer paying for collect calls the charges referred to as “LEC billing cost”, “billing rendering fee”, “billing recovery fee”, “bill statement fee” or any other “hidden” fees. All rates/costs must be transparent and identified to the County up front designed to provide the lowest possible cost to the inmate.

4.15 Tab 13: General Telephone and Video Visitation System Requirements

The following is the list of System Requirements. **Provide a narrative regarding how the firm will comply with each of the following requirements:**

- Ability to turn off entire system or individual locations in the system from a central location inside of the facility or via software settings. The proposed system will not require any electrical outlets at the actual phone and visitation locations.
- Surge protection and minimum 2-hour uninterruptible power supply shall be included to prevent potential problems in the system caused by power surges and spikes. Vendor shall provide the minimum requirements which meet industry standard.
- Diagnostic tests and periodic assessment for proper operation of phones and visitation stations must be performed on a regular basis or as recommended by the manufacturer
- Installation of system updates, upgrades and or enhancements must be performed on a regular basis or as recommended by the manufacturer.
- Regular software upgrades are to be implemented throughout the contract term, with new and enhanced features being offered to the County at no additional charge. Any downtime required for maintenance/upgrades should be scheduled 48 hours in advance by providing written notice to the DCSO and scheduled at a time that results in the least amount of disruption. **Failure to install upgrades within 60 days of release will result in a penalty of \$1,000 per day for each day after the 60 days.**
- System shall provide automatic problem reporting capabilities and automatic notification to the Vendor 24/7 when any segment of the system is out of service. The recording system shall provide continuous on line self-test diagnostics. Any recording drive failure must immediately notify the Vendor with some type of alarm. This includes hard drive failures.
- System shall provide call detail-reporting (CDR) capabilities, both in screen display and printed report form, as follows: station number, telephone/line being used, trunk definition (local or long distance), number dialed, date, time-of-day, duration of the call, destination (city and state), reason for call not completed if applicable, charge for call and call type (local, interLATA, intraLATA, interstate).
- The system shall have integrated call supervisions and reporting capabilities including live conversation monitoring, recording and playback.
- The system shall provide for call monitoring without any detectable deterioration of call quality or call interruptions.
- System must notify inmate by a recorded message that the call/visit may be monitored.
- System shall provide the capability for access to free calls and visitation for the purpose of legal representation
- The system shall have a call alert feature that alerts DCSO that a designated inmate is calling a number that has been assigned to alert status. Alert

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notification will allow DCSO to then monitor the call in progress without the inmate or called party having knowledge of this.

- Recorded calls and visits should be retrievable and playable on any existing sound capable PC via network connection.
- Flagging and archiving of recorded calls and visits shall be accomplished by a Windows interface with simple search criteria fill-in screens.
- The system shall require PIN numbers for each individual inmate for monitoring of calls and visits.
- Vendor may suggest other system options or available features.

4.16 **Tab 14: Overview of Video Visitation System Requirements**

Vendor to provide Video Visitation to housing units and visitation areas in the PSB at no cost to the County. Vendor will evaluate the needs of the PSB and recommend an appropriate number of video units. System will be a full turn key operation. Stored video data will not integrate with the County Network. Proposals to provide video visitation system, which shall include, at no cost to the County, installation, maintenance, and service of the equipment system.

4.17 **Tab 15: Video Visitation Hardware Requirements**

In addition to the system requirements documented above Video Visitation will also require the following. **Provide a narrative regarding how the firm will comply with each of the following requirements:**

- All equipment for the Video Visitation will be state of the art, resistant to physical abuse, waterproof, and considered user friendly. The video visitation stations shall be sturdy, vandal resistant and steel armored, composed of durable, tamper-free equipment suitable for a detention/corrections environment.
- Video Visitation stations must comply with any ADA requirements. Any other equipment required to comply with ADA requirements must also be provided at no cost to the County.
- The vendor shall provide all hardware, any applicable software and maintenance and related updates.

4.18 **Tab 16: Video Visitation Administration Requirements**

Provide a narrative regarding how the firm will comply with each of the following requirements:

- The Video Visitation System will allow the public to visit inmates remotely as well as from a visitation center located within the PSB Jail.
- The Vendor will have the capability of providing detailed reports to DCSO.
- The costs for remote access to the visitation system will be at the lowest cost possible to the inmate.
- There will be no fee for web based account deposits.
- Public Defenders and other professional partners who require private access to inmates will be able to do so through remote video visitation without being

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monitored or recorded. The County desires this service be provided at no cost to the Public Defender or designated professionals.

- All video recordings will remain the property of DCSO.
- The Video Visitation System shall store data for a minimum of one year.
- Stored video data will not integrate with the County Network.
- Provide an audit trail of all system activity (i.e., user login times and locations, which users have scheduled/modified/canceled a visit, etc.)
- Provide for integration with, or data retrieval from, the DCSO Record Management System.
- The video system must be expandable to other DCSO jail facilities and any new facility construction and/or expansion.
- Vendor to provide a no cost/fee service for visits occurring entirely within the jail facilities.

4.19 **Tab 17: Video Visitation System Requirements**

Provide a narrative regarding how the firm will comply with each of the following requirements:

- The Video Visitation scheduling, user management and policy management must be web-based and allow for DCSO to administer visitation sessions and visitation operations based on the DCSO policies.
- The system will provide a browser based videoconference without visitors having to download any proprietary software on their computer to conduct the visit.
- The system will provide a Multi-lingual inmate interface (English and Spanish at a minimum)
- The system will display notifications to inmate and visitor, in English and Spanish, that their visit may be monitored and recorded.
- The system will provide a web-based scheduling system to send an email to the visitor when a visit is scheduled, modified or canceled.
- The system shall automatically cancel a visit if the inmate's custody status has changed or the inmate has been released.
- The system will provide for authorized personnel to quickly and easily schedule visitation sessions.
- The system will interface with Spillman RMS to provide basic inmate information, keep separate, and housing location to eliminate the need for a separate account set up.
- The system must be capable of setting varying visit durations as determined by the County.
- The system should allow for multiple configurable options for screen resolution and bandwidth requirements.
- The system will provide a management system that communicates with the video hardware at the time of the scheduled visit allowing the visitation session to automatically begin without staff involvement.

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- If a scheduled visit is canceled, the timeslot should become available for scheduling.
- The system will assign a unique visitation identification number for every visit for reporting and tracking.
- Recordings will be in the form of a digital file and will not require proprietary equipment to review.
- Recordings will be downloadable with the ability to save to a hard drive, disc, or MP3 or MP4.
- The system will provide a visual warning message to inform the visitor that the visit will be ending in five minutes. A “count down” clock should be visible for visitation participants to signal the end of the time allotted.
- The system will provide the ability to create and maintain a pre-approved visitor list unique to each inmate.
- The system should provide high definition video streaming capabilities.
- Vendor shall supply Lexus Nexus, or similar, software program allowing inmates to access a law library.
- Vendor may suggest other options or available features that would benefit Dane County.

4.20 **Tab 18: County Technology Standards**

Provide a narrative regarding how the firm will comply with each of the following requirements:

A table located in **Appendix 2** describes the technology standards at Dane County in a variety of areas that should be adhered to as part of any new technology deployment. This document is specific to the RFP for the Inmate Phone and Video Visitation System.

The inmate Phone and Video Visitation System must have the ability to receive information from the existing Records Management System, (Spillman Technologies), using an interface that must comply with GJXDM (Global Justice XML Data Model) and the new NIEM (National Information Exchange Model) standards for data exchanges.

Any necessary changes to the interface due to upgrades to the RMS are the responsibility of the Vendor.

The Vendor shall provide at least a 5 working day notice to the County whenever possible when making network configuration changes alerting County network administrators of potential problems.

Software and operating systems supported by Dane County Information management currently can be found in **Appendix 2 & 3**.

4.21 **Tab 19: System Auditing**

The following is the list of auditing requirements. **Provide a narrative regarding how the firm will comply with each of the following requirements:**

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

- Dane County and their duly authorized representatives shall have prompt access for the purpose of audit and examination to all of the Vendor's books, documents, papers, financial transactions, reports and records that pertain to County activities and funds, on an annual basis.
- The Vendor shall maintain sufficient records to ensure proper determination of funds due to the County. Records shall be made available to the County for review upon request. During and after the term of this Agreement, including any renewal period (s), Vendor shall recognize and protect the confidentiality of all information and shall not disclose information to ANY party other than to the County, except by written consent of the County. Names and information are not to be turned over to any party under any circumstance even in the pursuit of collecting or retrieving bad debt.
- The vendor shall provide a monthly Call Detail Report, which shall include, but is not limited to: total/true gross billable revenue, (i.e. local, long distance, calling card, etc) Additional management reports must document: call/visitation origination, destination and duration; billing dates; call type (i.e. local, long distance, calling card etc) minute usage. Individual reports will be made available by Vendor to Dane County documenting: local, long distance, and calling cards. Dane County may request further call detail usage reports at any time. The Vendor shall work with the County to ensure management reports meet the County's needs.

4.22 **Tab 20: Standards of performance and acceptance**

Provide a narrative regarding how the firm will comply with each of the following requirements:

The Vendor will complete system performance testing to determine if the system performs as follows:

- In accordance with the manufacturers published specifications, as well as the requirements as defined in this RFP.
- If applicable, meets all of the any optional requirements included in the base system.

If the system fails to meet the standards of performance after sixty- (60) calendar days, Dane County may elect one of the following and so notify the vendor in writing of such election:

- Dane County may terminate the contract and request the removal of the software and hardware with no charges or penalties.
- Dane County may demand, and vendor agrees, to install a direct replacement of the software and/or hardware causing the failure. Such direct replacement shall be subject to all provisions of this section.
- Dane County may demand that the Vendor remove their software and hardware and reinstall/restore the County's previous system.

The system shall not be accepted until the Vendor has submitted appropriate notice to the County that the above has been completed, which includes documentation verifying testing parameters.

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4.23 Required Form – Attachment B – Designation of Confidential & Proprietary Information

5.0 COST PROPOSAL

5.1 **General Instructions on Submitting Cost Proposals**

Proposers must submit an original and the required number of copies of the cost proposal as instructed on the **cover page of the RFP** (Special Instructions).

Cost Proposal Form (Attachment C) should be submitted in a separate envelope labeled **Cost Proposal** with the written proposal.

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

5.2 **Format for Submitting Cost Proposals**

See Required Form – Attachment C – Cost Proposal

5.3 **Fixed Price Period**

All prices, costs, and conditions outlined in the proposal shall remain fixed for 180 days.

| VENDOR INFORMATION | |
|---------------------------|--|
| VENDOR NAME: | |

| Vendor Information (address below will be used to confirm Local Vendor Preference) | | | |
|---|--|------------------|--|
| Address | | | |
| City | | County | |
| State | | Zip+4 | |
| Vendor Rep. Name | | Title | |
| Email | | Telephone | |
| Dane County Vendor # | | | |

| Fair Labor Practice Certification (check only 1) | |
|---|--|
| <input type="checkbox"/> | Vendor has not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed. |
| <input type="checkbox"/> | Vendor has been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed. |

| Local Vendor Purchasing Preference | |
|--|--|
| Are you claiming a local purchasing preference under DCO 25.08(7)? | <input type="checkbox"/> No <input type="checkbox"/> Yes (complete remainder of this section) |
| Preference as a Dane County Business: | <input type="checkbox"/> Dane |
| Preference as a business located in a county adjacent to Dane County: | <input type="checkbox"/> Columbia <input type="checkbox"/> Sauk <input type="checkbox"/> Iowa <input type="checkbox"/> Green <input type="checkbox"/> Dodge <input type="checkbox"/> Rock <input type="checkbox"/> Jefferson |

| Cooperative Purchasing | |
|-------------------------------|---|
| <input type="checkbox"/> | I <u>agree</u> to furnish the commodities or services of this bid to other municipalities. |
| <input type="checkbox"/> | I <u>do not agree</u> to furnish the commodities or services of this bid to other municipalities. |

| Addendums – this vendor hereby acknowledges receipt/review of the following addendums, if any. | | | | |
|---|--------------------------------------|--------------------------------------|--------------------------------------|-------------------------------|
| Addendum #1 <input type="checkbox"/> | Addendum #2 <input type="checkbox"/> | Addendum #3 <input type="checkbox"/> | Addendum #4 <input type="checkbox"/> | None <input type="checkbox"/> |

| Signature Affidavit | | | |
|--|--|--------------|--|
| <p>In signing this bid, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.</p> <p>The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified on Attachment B. The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.</p> | | | |
| Signature | | Title | |
| Name (Printed) | | Date | |

| |
|--|
| DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION |
|--|

The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.

| Section | Page # | Topic |
|---------|--------|-------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Proposer is not designating any information as proprietary and confidential which qualifies as trade secret.

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

In the event the Designation of Confidentiality of this information is challenged, proposer hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

| |
|----------------------|
| COST PROPOSAL |
|----------------------|

| | |
|---------------------|--|
| VENDOR NAME: | |
|---------------------|--|

The County will evaluate proposed vendor rates based upon an overall cost to the called parties. Provided below is the overall cost calculation that will be utilized. Please complete the table below using the information provided to calculate the overall cost to the called parties.

Collect/Pre-paid Collect Calls:

| Call Type | Tariff Band | Annual # of Calls (2018) | Annual # of Minutes (2018) |
|-----------|---------------|--------------------------|----------------------------|
| Prepaid | Local | 89130 | 854062 |
| | IntraCell | 42405 | 387148 |
| | IntraLata | 22003 | 205920 |
| | IntraState | 17305 | 187068 |
| | InterState | 32106 | 343715 |
| Debit | Local | 250899 | 1968535 |
| | IntraCell | 106337 | 834894 |
| | IntraLata | 52032 | 383051 |
| | IntraState | 37835 | 321519 |
| | InterState | 90775 | 753289 |
| | Canadian | 20 | 197 |
| | Caribbean | 40 | 197 |
| | International | 1182 | 6, 547 |

The County will evaluate proposed vendor rates based upon an overall cost to the called parties. Provided below is the overall cost calculation that will be utilized. Please complete the table below using the information provided to calculate the overall cost to the called parties.

Collect/Pre-paid Collect Calls:

| Call Type | Annual Calls | Annual Minutes | Cost of annual Minutes |
|---|--------------|----------------|------------------------|
| Local | 89130 | 854062 | \$ |
| Intra Cell | 42405 | 387148 | \$ |
| Intralata | 22003 | 205920 | \$ |
| Intrastate | 17305 | 187068 | \$ |
| Interstate | 32106 | 343715 | \$ |
| Total Cost to called Parties for Collect/Pre-paid Collect Calls: | | | \$ |

SECTION 6 – REQUIRED FORM – ATTACHMENT C

Debit/Debit calls:

| Call Type | Annual Calls | Annual Minutes | Cost of annual Minutes |
|---|--------------|----------------|------------------------|
| Local | 250899 | 1968535 | \$ |
| IntraCell | 106337 | 834894 | \$ |
| IntraLata | 52032 | 383051 | \$ |
| IntraState | 37835 | 321519 | \$ |
| InterState | 90775 | 753289 | \$ |
| Canadian | 20 | 197 | \$ |
| Caribbean | 40 | 197 | \$ |
| International | 1182 | 6,547 | \$ |
| Total Cost to called Parties for Collect/Pre-paid Collect Calls: | | | \$ |

In addition to the information above, please complete the table below to indicate the overall cost of a 15 minute call.

Collect/Pre-paid Collect Calls:

| Call Type | Calls | Cost of 15 Minutes |
|------------|-------|--------------------|
| Local | 1 | \$ |
| Intralata | 1 | \$ |
| Intrastate | 1 | \$ |
| Interstate | 1 | \$ |

Debit/Debit calls:

| Call Type | Calls | Cost of 15 Minutes |
|------------|-------|--------------------|
| Local | 1 | \$ |
| Intralata | 1 | \$ |
| Intrastate | 1 | \$ |
| Interstate | 1 | \$ |

The County will evaluate proposed vendor rates based upon an overall cost for remote visitation. Provided below is the overall cost calculation that will be utilized. Please complete the table below using the information provided to calculate the overall cost to the called parties. If there is a minimum number of minutes per visit please specify.

| Video Visitation | Cost Per Minute For Friends and Family |
|------------------|--|
| Remote | \$ |

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts

Rev. 03/2018

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

1.2 **DEFINITIONS:** As used herein, “vendor” includes a provider of goods or services, or both, who is responding to an RFP or a bid, and “bid” includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the Purchasing Division thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder’s certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed

SECTION 7 – STANDARD TERMS AND CONDITIONS

as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's

Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords. and the provisions of this Agreement.

16.5 AMERICANS WITH DISABILITIES ACT: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

20.0 INDEMNIFICATION & INSURANCE.

20.1 Vendor shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards,

SECTION 7 – STANDARD TERMS AND CONDITIONS

commissions and representatives may sustain, incur or be required to pay by reason of vendor furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of vendor under this paragraph shall survive the expiration or termination of this Agreement.

20.2. In order to protect itself and County its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, vendor shall, at vendor's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

20.2.1. Commercial General Liability.

Vendor agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent vendors and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

20.2.2. Commercial/Business Automobile Liability.

Vendor agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. Vendor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event vendor does not own automobiles, vendor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

20.2.3. Environmental Impairment (Pollution) Liability

Vendor agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

20.2.4. Workers' Compensation.

Vendor agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

20.2.5. Umbrella or Excess Liability.

Vendor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. Vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, vendor shall furnish County with a Certificate of Insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If vendor's insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is claims-made and indicate the retroactive date, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on claims-made policies, either vendor or County may invoke the tail option on behalf of the other party and that the extended reporting period premium shall be paid by vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

20.4. The parties do hereby expressly agree that County, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's Risk Manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this Agreement.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the

SECTION 7 – STANDARD TERMS AND CONDITIONS

contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that vendor has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.04 VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).

27.05 VENDOR shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing"

Current Dane County Jail Phone Rates

Collect Calls: There are no connection fees.

| CALL TYPE | Connect Fee | Usage Fee per Minute |
|-------------------|-------------|----------------------|
| LOCAL | \$ 0.00 | \$ 0.21 |
| INTRALATA | \$ 0.00 | \$ 0.21 |
| INTRASTATE | \$ 0.00 | \$ 0.21 |
| INTERSTATE | \$ 0.00 | \$0.21 per minute |

Prepaid Collect:: There are no connection fees.

| CALL TYPE | Connect Fee | Usage Fee per Minute |
|------------|-------------|----------------------|
| LOCAL | \$ 0.00 | \$ 0.21 |
| INTRALATA | \$ 0.00 | \$ 0.21 |
| INTRASTATE | \$ 0.00 | \$ 0.21 |
| INTERSTATE | \$ 0.00 | \$ 0.21 |

Debit Calls (Indigent): There are no connection fees.

| CALL TYPE | Connect Fee | Usage Fee per Minute |
|---------------|-------------|----------------------|
| LOCAL | \$ 0.00 | \$ 0.21 |
| INTRALATA | \$ 0.00 | \$ 0.21 |
| INTRASTATE | \$ 0.00 | \$ 0.21 |
| INTERSTATE | \$ 0.00 | \$ 0.21 |
| INTERNATIONAL | \$0.00 | \$0.50 |

| Video Visitation | Number of Visits | Cost of Surcharge | Minutes | Minimum number of minutes if required | Cost of Minutes | Total Cost |
|------------------|------------------|-------------------|---------|---------------------------------------|-----------------|------------|
| Remote | 1 | \$0.0 | 15 | | \$0.30 | \$4.50 |
| Remote | 1 | \$0.0 | 30 | | \$0.30 | \$9.00 |
| Remote | 1 | N/A | | 30 | N/A | N/A |

Dane County IT Infrastructure

Introduction

The Dane County Information Management has two Direction Statements that help to govern the acquisition of hardware and software for the County. They are:

- Acquire hardware and software, which rank among the leaders in the industry, as balanced by their compatibility with the County's infrastructure, and by the resources needed for support.
- Implement application software which meets our customers' needs, as balanced by their compatibility with the County's infrastructure, and by the resources needed for support.

To this end the Dane County Information Management has defined a fairly narrow, mainstream set of hardware/software that are supported on the County network (see spreadsheet attached).

Network Infrastructure

The County uses Dell hardware for all network infrastructure, with the exception of wireless access points and controllers, which are provided by Cisco Systems.

The primary network protocol used by the County is TCP/IP over Ethernet. Standard network speeds on the County network are 10Gb on the network backbone and 100Mb to all workstations on the LAN. The network backbone is connected via fiber-optic cable, with 1GB and 10GB speeds.

The County uses Citrix Xen Apps and Citrix Xen Desktop as its primary application delivery methods..

The county currently has approximately 500 Dell workstations, and 2,500 Dell Wyse Terminals. The county currently has 2,000 Mitel phones. Most workstations and terminals are connected to the network via the 100Mb network switch in the IP Phone.

Lead-time for new network connections is 30 days minimum. New connections that require high-speed fiber optic cable may require significantly more lead-time. New wireless access points that need to be added to the County network would also require significant more lead-time to ensure that the access is secure and to build the required infrastructure.

Servers

Dane county operates a VMware ESX virtual server environment on which all Microsoft Windows. Linux servers and virtual appliances run as guest. The policy is that all servers will be run as VM guest, unless justification as to why a physical sever is needed is submitted and approved by the Dane County Division of Information Management at least 60 days in advance of when the server is need,

A native Windows 2016 Active Directory domain is the primary directory service on the County network. Whenever possible, applications should be integrated with Active Directory for authentication.

Microsoft SQL Server 2016 is the primary backend DBMSs, however other DBMS platforms would be allowed if support is provided by the vendor. If the County needs to purchase the required system software (OS, SQL, IIS, etc.), the required system configuration should be given to the Information Management Team no later than 30 days in advance so that licenses can be ordered and system security can be reviewed.

Microsoft Exchange 2016 is the supported e-mail/messaging platform for the Dane County. Any applications or systems that require e-mail connectivity or integration should interoperate with Microsoft Exchange 2016.

Storage

The County uses Dell Compellent along with local storage as required for the storing of data. Access to the Data is accomplished using the ISCSI, and/or Microsoft CIFS protocol or locally defined drives.

Data is replicated to Dane County's Disaster Recovery site utilizing the replication software provided by the SAN vendor. Data is backed up utilizing Comvault's Data Protection Software.

Desktop Workstations

The County uses Dell workstations and laptops exclusively for all desktops and laptops.

All new PC's and laptops are being deployed with Windows 10. The County uses the Microsoft suite of Microsoft Office productivity applications, Currently Microsoft Office 2016.

Mobile Devices

Smart Phones and Tablets – The County supports any smart phone or tablet that is County Owned and has the IOS, Windows or Android Operating system installed. Network access is limited and a request for access must be submitted to Information Management no later than 30 days before the access is needed. All mobile devices are required to be setup by Dane County Technical staff if access to County network resources is required.

VoIP Phones

The County has extensive network of VoIP phones utilizing Mitel Phones and controllers.

| Software and Operating Systems Supported By Dane County Information Management | | |
|---|------------------------------|--|
| Product | Release | Notes |
| ADAudit Plus | Ver. 5.1.0 Build 5100 | ManageEngine licensed product for monitoring end users. |
| Adobe Acrobat Professional | DC | |
| Citrix GoToMeeting | | Web Conferencing and Screen Sharing (Cloud Service) |
| Citrix XEN Server | 6.5 and above | Physical Appliances production Virtual Appliances for testing |
| Citrix XEN Apps | 6.5 and above | |
| Citrix XEN Desktop | 7.8 and above | |
| Citrix Xen Mobile | 10.3.x and above | |
| Citrix Sharefile | | |
| Citrix Netscaler | 11.x and above | |
| Citrix PVS | 7.8 and above | |
| Citrix Storefront | 3.0 and above | |
| Comvault Data Protection Software | 10.1 | Upgrading to 11 in fourth quarter 2016 |
| Crystal Reports | 2016 | |
| EMC SourceOne | | |
| Entrust Identity Guard 2 Factor Authentication | 10.2 | Upgrading to 12.0 in August 2016 |
| Lapo | | |
| Laserfisch Imaging | 9 | |
| Microsoft SQL server | 2012 2016 | |
| Microsoft Active Directory | Windows 2016 | |
| Microsoft APPV | 4.6 & 5.0 | |
| Microsoft Exchange | 2013 | |
| Microsoft Internet Explorer | 11 | |
| Microsoft Internet Information Services | 7 and 7.5 | |
| Microsoft Lync Server | 2012 | |
| Microsoft Lync Client | 2010 | |
| Microsoft Office suite (Outlook, Word, Excel, | 2010 | Upgrade to 2016 planed for 1st Quarter 2017 |

| | | |
|--|----------------------|---|
| Access , PowerPoint ...) | | |
| Microsoft SCOM and SCCM | 2012 R2 | SCCM 1710 |
| Microsoft SharePoint Enterprise | 2012 | |
| Microsoft Windows Server | 2016 | |
| Microsoft Windows Workstation | 10 | |
| NetIQ | 8.7 | |
| NetMotion | 10.10 | Mobile Session Reliability Software |
| Palo Alto Firewall | Pan-OS 8.0.11 | |
| Proof Point | | |
| Trend IMSVA | 9.0 | |
| Trend Security Office Scan | XG | |
| Trend Server Protect | 6.0 | |
| Varonis | 6.3.256 | Audit file servers; real time ransomware protection |
| VMware ESX | 6.0 | |
| VNC | | Screen sharing and remote control for troubleshooting assistance |
| Zix Port Email encryption | 6.3 | |

Forensic Audio Analysis Specifications

Audio Lab Solutions
 4018 Patriot Drive, Suite 300
 Durham, NC 27703
 Ph: 919-572-6767
 Fax: 919-572-6786

TURNKEY PACKAGE

Key Features:

- Professional Pre-Consultation: DAC's team of audio professionals provide pre-consultation on the best solutions to meet your department's needs, budget and timeframe. You can trust DAC to help you find the right solution!
- Online Configuration: Visit our website at www.dacaudio.com to request a turnkey forensic audio workstation or utilize our "Lab Builder" tool to specify custom configurations for your specific needs. Build your dream lab with us.
- More Science –Better Results: DAC's proven methodology and built-in scientific approach help produce the kind of results that win cases and survive legal challenges. Why not let the world leaders in forensic audio design your system & help you achieve maximum ROI and noise reducing results?
- Support: DAC's continues to provide phone and online support to help you through the process. We are very interested in supporting your team.
- Training: DAC incorporates training options into our lab packages to allow you and your staff to hit the ground running.
- Turnkey: Have your lab system components assembled, configured, tested, color-coded, and repackaged to ensure your lab is up and running in a day.
- Flexibility: DAC is interested in incorporating your ideas with state of the art equipment to create the best possible lab setup for you.

REQUIREMENTS:

| Line | Qty | Description |
|------|-----|--|
| 1 | 1 | Cardinal FE Lab System Complete Lab Solution for Forensic Audio Analysis |
| 2 | | CARDINAL FE Audio Lab Software + AccelCore 24/192 Hardware Next Generation Forensic Audio Processor Cardinal Package includes: CARDINAL unit, Firewire connector cable, Power cord, user manual, software CD, Wav File Management Software, and one Free Tuition* to Accelerated DAC School forensic audio training course <ul style="list-style-type: none"> ○ Tuition does not include travel, hotel accommodations or food |

3 Process Control Unit

Dell Precision (or equivalent) T3400 Convertible Minitower; either desktop (horizontal) or tower (vertical) orientation is available at same price, however tower is recommended. Minimum specifications: Windows Vista Ultimate 32-bit OS, dual 22" flat panel widescreen monitors, 2.66 GHz Intel Core 2 Duo Processor, 2GB RAM, 250GB HD, DVD-ROM, DVD+/-RW, 3.5" floppy drive, 19:1 media card reader, 1394 "firewire" card, USB, and legacy RS232 interconnect

4 Process Control Unit Rackmount Kit

Custom trim plate and shelf for rackmounting Dell Precision T3400 in desktop (horizontal) orientation (actual shelf compatible only with Middle Atlantic rack rail, however we use the trim plate in all cases)

5 Tascam CC-222SL
Cassette/DCRW Combo

6 Tascam CD-RW900SL
Professional Grade CD-RW

7 Furman M-10
10-pos Power Strip w/o Switch

8 Furman M-8
8-pos Power Strip with Switch

9 Edirol MA-15D
Desktop Monitor Speakers (pair)

10 Sony MDR-7502
(2) Professional Headphones

11 ST. LC
Standard Labor Charge

12 CCS
Custom Cable Set

13 1 BRK-16
Equipment Rack 16U

Tim Areson
Intelligent Devices, Inc.
 300 Redland Ct., Suite 204
 Owings Mills, MD 21117
 (410) 902-0091 Office
 (410) 902-0488 Fax
 (410) 960-1915 Cell
 areson@intdevices.com
 http://www.intdevices.com

SES4 speech extraction software from Intelligent Devices

KEY FEATURES

1. Full Auto Learn Function
A system full auto learn function enabling a user to run the software immediately without prior knowledge of the system. A simple click of a single button function to automatically learn and process the audio file and to apply the necessary parameters to create an audio with intelligibility.
2. Full Manual Operational Control
3. Generate Report from the software.
4. Software Based supporting use on Window 64 or 32 bit operating system as well as Mac OS.
5. 5 years of free upgrades and support
6. Specific Tools including
 - a. Adaptive Extract Module
 - b. Noise Reduction Module
 - c. Tone Removal Module
 - d. Harmonic Notch Filter
 - e. Band Limiter
 - f. Parametric EQ
 - g. Smooth Adaptive Module
 - h. IQ Curve Match Module
 - i. Hum Removal Module
7. Ability to have a 4 talker timeline.
8. Ability to enhance up to 9 scenes independently without creating independent files.
9. Ability to use in real time.

Current Location of phones and video visitation

| Phone Location | Number of Inmates | Number of Phones | # of Visitation Stations (2 Phones/handsets per Station) | Number of Video Units |
|-------------------------------|-------------------|------------------|--|-----------------------|
| Ferris Center A wing | 54 | 3 | | |
| Ferris Center B wing | 42 | 3 | | |
| Ferris Center C wing | 48 | 3 | | |
| | | | | |
| Ferris Center D wing | 54 | 3 | | |
| Ferris Center E wing | 42 | 3 | | |
| Ferris Center F wing | 48 | 3 | | |
| | | | | |
| PSB Booking | Varies | 4 | | |
| | | | | |
| PSB Male Dorm | 48 | 6 | | |
| PSB Male Segregation | 15 | 1 | | |
| | | | | |
| PSB Female Housing | 16 | 3 | | |
| | | | | |
| PSB Pod 3C | 28 | 4 | | 1 |
| PSB Pod 3E | 24 | 4 | | 0 |
| PSB Pod 3A | 48 | 7 | | 1 |
| PSB Pod 3K | 48 | 7 | | 1 |
| PSB Pod 3G | 24 | 4 | | 1 |
| PSB Pod 3-I | 28 | 4 | | 0 |
| PSB Pod 4C | 28 | 4 | | 0 |
| PSB Pod 4E | 24 | 4 | | 0 |
| PSB Pod 4A | 48 | 7 | | 1 |
| PSB Pod 4K | 50 | 7 | | 2 |
| PSB Pod 4G | 24 | 4 | | 1 |
| PSB Pod 4-I | 28 | 4 | | 0 |
| | | | | |
| CCB 6 West | 114 | 21 | | |
| CCB 7 West | 100 | 17 | | |
| | | | | |
| CCB 6 East | 73 | 18 | | |
| CCB 7 East | 54 | 10 | | |
| | | | | |
| Court House Lock-up | varies | 7 | | |
| | | | | |
| PSB Enrollment Only | | 2 | | |
| CCB Enrollment Only | | 1 | | |
| | | | | |
| CCB Female Visitation + Atty. | | | 9 | |
| CCB Male Visitation + Atty. | | | 17 | |
| | | | | |
| PSB Visitation | | | 6 | 2 |

SITE VISIT - TEMPORARY 1 DAY ACCESS/REGISTRATION FORM

Complete this form in its entirety and email to Megan Rogan in the Purchasing Department no later than June 7, 2019 at 4:00p.m. in order to be approved to attend the site visit.

Clow.carolyn@countyofdane.com

| | | | |
|-------------------------|------------------------|-----------------------|---------------|
| Today's Date | | Date of Access | June 13, 2019 |
| Company Name | | Position | |
| Reason for Visit | RFP# 119019 Site Visit | Phone # | |

| | | | |
|------------------------------|--|--------------------------|--|
| FIRST name | | Drivers License # | |
| MIDDLE Name | | State Issued | |
| LAST name | | Current Address | |
| Other LAST names used | | | |

| | | | |
|----------------------|--|---------------------------------------|--|
| Date of Birth | | States lived in, past 10 years | |
| Sex | | | |
| Race | | | |

| | | | |
|---------------------------------|-----------|----------------------|--|
| Felony Convictions? | YES or NO | If Yes, when? | |
| Misdemeanor Convictions? | YES or NO | If Yes, when? | |

| | | | |
|-----------------------------------|--|---------------------|--|
| Representative's Signature | | Printed Name | |
|-----------------------------------|--|---------------------|--|

+++++

PLEASE ALLOW 3-4 FULL BUSINESS DAYS FOR THE BACKGROUND PROCESS TO BE COMPLETED. THANK YOU.

OFFICE USE ONLY

- D.O.T.
- C.I.B.
- F.B.I.
- CCAP
- WARRANTS
- OPEN TICKETS
- JAIL RECORDS
- LOCAL COMPUTER CONTACTS

Date Criminal History Run _____

Project & Program Assistant: L. Prieur _____

Sergeant: _____