

SCOTTS BLUFF COUNTY
REQUEST FOR PROPOSAL (RFP)
INMATE COMMUNICATION SERVICE



Scotts Bluff County will receive sealed proposals to provide Inmate Telephone, Video Visitation, Tablet, and Mail Scan Services to the Scotts Bluff County Detention Center (SBCDC) at 2522 7th St, Gering, NE 69341. Bidders are invited to submit proposals.

All interested Bidders are asked to submit a notice to participate in the bid process by March 15, 2025 to Vonnie Cotant at vonnie.cotant@scottsbluffcountyne.gov.

All interested Bidders will be offered an opportunity to attend a pre-bid site tour on March 18th, 2025, at 10:00 AM MST at the Scotts Bluff County Detention Center. Bidders will meet in the lobby of the building. A Q & A with facility staff will follow the site tour. Any interested Bidders may schedule by appointment an opportunity to offer a product demonstration on either March 19 or March 20, 2025.

Scotts Bluff County reserves the right to reject any or all bids, as deemed by the County Board of Commissioners in the Board's sole discretion to be in the best interest of the County of Scotts Bluff. Proposals must be received no later than 5:00 PM MST on Thursday May 1, 2025, in order to be considered. All proposals shall remain sealed until opened and reviewed by the SBCDC internal review committee.

All proposals and further inquiries regarding this RFP will be directed to:

Vonnie Cotant
Program Director
2522 7th Street Gering, NE 69341
308-633-1846
Vonnie.cotant@scottsbluffcountyne.gov

1.0 SCHEDULE OF EVENTS

The following is the County's best estimate of the schedule of events. County reserves the right to revise the Schedule of Events. Unless otherwise specified, all times are provided in Mountain Standard Time (MST).

Release of RFP	February 3, 2025
<u>Notice of Intent to Participate:</u>	
Submitted to vonnie.cotant@scottsbluffcountyne.gov	5:00 PM March 15, 2025
Site Tour/ Q & A	10:00AM March 18, 2025
Product Demonstration by Appointment	March 19 and 20 2025
Follow up written questions from Site Tour/ Q & A	5:00 PM April 1, 2025
Final Proposals Due	5:00PM May 1, 2025

2.0 INSTRUCTIONS TO BIDDERS

The following instructions, as well as any addendum issued, shall be followed in the submission of any and all proposals. Bidders are requested to study carefully and conform to these "Instructions to Bidders" in order that their proposals are regular, complete, and acceptable.

1. All prospective Bidders are asked to notify Scotts Bluff County Detention of their intent to submit a bid electronically to Vonnie Cotant by March 15, 2025:
vonnie.cotant@scottsbluffcountyne.gov.
2. All prospective Bidders may attend a site tour and Q & A on March 18, 2025, at 10:00 AM at the Scotts Bluff County Detention Center, 2522 7th, St Gering, NE 69341. The site tour will allow bidders to view the location/installation and have their questions addressed. It is strongly recommended that bidders review this RFP prior to the tour.
3. Bidders shall hold their price firm and subject to acceptance by Scotts Bluff County for a period of at least 90 business days from the date of the proposal closing, unless otherwise indicated in their proposal.
4. All responses must be submitted in a sealed envelope, mailed, and/or delivered to:
Vonnie Cotant
Program Director
2522 7th Street
Gering, NE 69341

Proposals sent by facsimile or e-mailed will not be accepted. Responses received at any other location other than the aforementioned will not be considered.

5. Bidders must provide one original and 4 exact complete copies of the Proposal.
6. Sealed proposals must be received no later than 5:00 PM on Thursday May 1, 2025, in order to be considered. Proposals will be reviewed by the SBCDC internal review committee and referred to the Scotts Bluff County Board of Commissioners on June 9, 2025.
7. It is the sole responsibility of the Bidder to ensure timely delivery of the proposal prior to the due date and time. Delays caused by any delivery service, including the U.S. Postal Service will not be grounds for an extension of the RFP due date and time. Proposals received after the due date and time will be rejected and shall not be considered. Postmarks will not be considered.

- a. The outside of the envelope/box shall plainly identify the proposal by: “Inmate Communication Proposal.”
- b. The Bidder must respond to all requirements of the Request for Proposal. Failure to address each requirement will render the proposal non-responsive.
- c. All costs associated with relating to the preparation and submission of the Bidder Proposal shall be the responsibility of the Bidder.
- d. Bidder proprietary and/or confidential information must be clearly marked and identified as such. If such proprietary and/or confidential information is a trade secret(s), such trade secret(s) will be subject to disclosure as is required by applicable state public disclosure and open records laws. Bidder shall not intentionally mark any portion of its proposal as “proprietary” or “confidential” that it does not have a good faith belief to be proprietary or confidential or in any other way to attempt to prohibit compliance with public record disclosure requirements. Should Bidder’s information, which is marked as proprietary or confidential, be requested as part of a public information act request, County may notify Bidder in writing before such information is release as required by the applicable act or law. Bidder agrees, at its expense, to defend and hold harmless County from claims involving infringement of any intellectual property.
- e. All Bidders must complete the attached “Summary of Foreign Adversary Contracting Prohibition Act” with their initial proposal.

3.0 INTRODUCTION

1. Request for Proposals (RFP)

Scotts Bluff County (The County) is seeking proposals for Inmate Telephone, Visitation Services, and Inmate Tablets for the Scotts Bluff County Detention Center (SBCDC).

2. County

Scotts Bluff County, Nebraska is located in the city of Gering.

SBCDC has an average daily population of 214 detainees (averaged from 11/1/23 to 11/1/24) with a max capacity of 286 beds.

Note: Historical data is provided for illustrative purposes only and there is no way meant to imply or guarantee any minimum quantities

SBCDC currently has 29 wall-mounted phones and no telephone devices for the deaf (TDD), 34 video visitation kiosks in the housing units, and 6 stations in the lobby for public use. 1 additional kiosk is available in the lobby to the public to allow them to create visitor accounts on site. Detainees have the ability to pay for telephone services through the current provider Inmate Calling Solutions ("Current Services"). The video visitation stations allow for on-site, non-contact visits at no cost and video visitation through the internet for a fee to the visitor.

3. Site Tour / Q & A

All prospective firms interested in bidding may attend a pre-bid site tour at SBCDC, 2522 7th Street Gering, NE 69341 to view the location/installation and have their questions addressed. Date and time of the tour is specified on the bid invitation.

4.0 Scope of Work

Intent

It is the intent of these specifications, terms, and conditions to locate qualified vendors who are interested and capable of providing inmate telephone service (ITS) including telephones, tablets, and video visitation utilizing state-of-the-art technology and equipment for detainees in custody at the correctional facility managed by the SBCDC.

The selected Bidder shall provide the services in County facilities at no cost to SBCDC or the County. All costs for the services shall be the responsibility of the Bidder including but not limited to equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implementation services necessary to furnish County with state of the art technology and equipment to meet the specifications herein. One of the key objectives of the services will be to enable detainees to communicate with family, friends, and others in the community, while also controlling inmate telephone usage and limiting the use of telephones for illicit activity. A necessary part of the service, by using current technology, is to ensure the safety and security of staff, inmates, and the public.

The County intends to award a three (3) year contract (with additional one-year renewal options) to the most responsible bidder whose response meets or

exceeds the County's requirements. The RFP includes descriptions of specific functionality of the equipment and services that are required; however, vendors may propose advanced technologies and different services as long as they meet the requirements set forth in the RFP. Proposals must clearly explain how any alternatives meet or exceeds the RFP requirements and how the alternatives will achieve the same goals.

It is the intent of the County to have this Contract begin with a transition period of at least **60 days** prior to the termination of the current service. The transition period is to allow the successful bidder to establish the infrastructure and training required to operate the ITS to ensure an orderly transition with the least impact on facility operations.

5.0 BIDDER INFORMATION

1. Bidder must supply the following in their proposal:
 - a. Documentation that all necessary requirements of the Nebraska Public Service Commission and the Federal Communication Commission (FCC) are met. All proposals must be submitted in a per minute breakdown, generic data plan proposals will not be considered so the facility may review proposals in accordance with current FCC guidelines.
 - b. If the Bidder has operated under a different name, affiliate, or other services under a subsidiary in the past 3 years, provide names, dates, addresses and state where incorporated.
 - c. If Bidder is for sale or is considering an acquisition or merger in the next 12 months, provide information about the acquiring company or the company to be acquired and information regarding the state of negotiations.
 - d. The names, years of service, qualifications, phone numbers, and email addresses for the Bidder's main point(s) of contact for the Facility.
 - e. Provide information regarding Bidder's process for handling end-user customer service matters and outline the customer service process.
- f. A synopsis of any litigation(s) within the last 5 years where Bidder or Bidder's Communication Services is a party. Include venue, case number, style of case, and status/outcomes of negotiations.

6.0 BIDDER QUALIFICATIONS

Bidder's must be able to safely and securely provide Inmate Telephone System Services (ITS or Services), Visitation Services, and Tablet Services. Services must include the ability for collect calls, prepaid calls, and payment of calls by the inmate through a Payment Platform and online visitation through fee collected online from the visitor. Bidder must be a reputable, qualified firm experienced in providing inmate telephone services in a corrections environment. Due to the complex nature and security concerns of corrections facilities, Bidder's must meet the following minimum qualifications:

1. Bidder shall be regularly and continuously engaged in the business of providing and administering inmate telephone service and installation for the past five (5) years to a minimum of three (3) city, county, state, or federal facilities. Experience must be demonstrated by references provided by Bidder at the time of the bid, all references must be individuals working directly with or managing the day-to-day operations of the ITS.
2. Bidder shall have at least one (1) contract for the provision of ITS for systems with video visitation that are currently installed, functioning, and operational in at least one (1) corrections facility. Experience must be demonstrated by references provided by Bidder at the time of the bid.
3. Bidder shall have at least one (1) contract for the provision of inmate tablet services for systems with video visitation and educational programs that are currently installed, functioning, and operational in at least one (1) corrections facility. Experience must be demonstrated by references provided by Bidder at the time of the bid.
4. Bidder's organization must have qualified, trained, and certified staff dedicated to the sole purpose of supporting the telephone, tablet, and video visitation system installed including, but not limited to, service technicians and technical support for the life of the contract awarded pursuant to this RFP.
5. Bidder must possess complete and valid right to all software and to provide or license it to the County.
6. Bidder's employees, agents, and subcontractors entering the facilities other than the initial site tour, must submit to and pass a security and background check performed by SBCDC and will be subject to jail security procedures while on-site under the supervision of the Project Manager and all County Staff.

7. Any Bidder awarded a contract as a result of this RFP is solely responsible for all costs related to any and all claims, lawsuits, and other proceedings related to the Services including, but not limited to, payment of all expenses and costs of investigation, reasonable attorney fees, expert witness fees, damages, and other litigation-related expenses.
8. Bidder shall possess, at the time the proposal is submitted and through the term of the contract, all permits, licenses, and professional credentials necessary to supply products to perform services as specified under this RFP.
9. Inmate records are of a confidential nature. The Bidder's employees shall be allowed access to these records in whatever form maintained only as needed for their duties related to the contract and in accordance with the rules established by County. The Bidders shall honor all of the County's and SBCDC policies and procedures for safeguarding the confidentiality of such records.
10. Bidder's employees shall maintain confidentiality of any and all information related to inmates, facility operations, or facility employees. Sharing any such information outside of the facility, whether verbally, in writing, or on social media, for purposes other than to further facility operations with someone not authorized to have that information, may be grounds for immediate exclusion from the facility.

7.0 SPECIFIC REQUIREMENTS

The following are the minimum requirements for the services, including equipment, to be provided. Advanced or alternative technology that provides at least the levels of the specific functionality of the equipment and services described may be proposed with a description of how the alternative(s) meets or exceeds the specified requirements. All services are to be provided at no cost to the County.

1. Inmate Telephone System:
 - a. **General.** Bidder shall provide a comprehensive complete ITS Package.
 1. The ITS telecommunications network package must have reliability, stability, and ease of use.
 2. Bidder is responsible for paying for and installing all physical plant requirements (power, UPS, security, data, cabling, physical space, HVAC, Internet/Wi-Fi, etc.) unless otherwise specified in writing by County.
 3. Bidder is responsible for all costs associated with its system including, but not limited to, payment of County costs associated with developing

and maintaining the software interface between the Inmate commissary account software and ITS, and obtaining, developing, and implementing the interface requirements to implement the ITS and associated services (i.e., PINs, Payment platform, etc.). Any cabling, wiring, or conduit installed becomes property of the County at termination of the contract, unless County specifically requests that the Bidder remove any or all of the installed cable wiring or conduit, which shall be done at the Bidder's expense.

4. Bidder's employees, agents, and subcontractors working at the corrections facilities must pass and maintain, to the satisfaction of SBCDC, a security and background check performed by SBCDC ("Clearance"). They will be required to produce a valid driver's license, social security card, or US passport as proof of identification.
 - a. Failure to pass, divulge information, or comply with the clearance process will prohibit an individual from entering SBCDC facilities on behalf of or to perform work for Bidder.
 - b. If clearance is refused on any individual, Bidder will be notified, and Bidder shall provide a replacement suitable to SBCDC.
- b. **Back up and Disaster Plans.** Bidder must have a detailed back-up or redundancy plan, as well as a disaster recovery plan. Contractors must have clear processes, policies, and procedures for continuation of the Services consistent with all requirements in the RFP preceding and/or following a natural or human-induced disaster. These should be included in the proposal.
- c. **Integration**
 1. The ITS shall have the capability to accurately import or reproduce the current call list, which includes blocked, confidential, pre-programmed, and others identified by SBCDC. Bidder must successfully complete importation of the current call list prior to the ITS becoming operational.
 2. Bidder shall adapt its system to the SBCDC Personal Identification (PINS) for each detainee generated by the Jail Management System (Central Square).
 3. Bidder shall integrate with the current contracted Commissary Provider (Keefe Commissary Network) to ensure smooth operations amongst systems.

4. Bidder shall provide a web-based platform to allow County personnel access to the system from any portal. Bidder shall not limit the number of logins assigned to County personnel, nor charge for licenses to access the web-based platform. Proposals should include a description of how access will be provided and any levels of administration access, for eg. passwords and levels of customized access, such as for blocking phone numbers and making administrative changes. This platform will also allow access by law enforcement agencies to access recordings of both phone calls and visits using analytics.
5. All moves, add-on changes to and new installs of the equipment, hardware, software (collectively, Modifications) that occur during the contract term, will be the sole responsibility of the Bidder. All Modifications must be pre-approved and in writing by County. The Bidder will then proceed with the Modifications at their own cost.
6. The ITS shall have or develop the capability to conform with all elements of Neb. Rev. Stat. § 47-101.01, Telephone services for inmates and to Nebraska Jail Standards. Among those requirements, the ITS shall have the capability to effectively allow detainees to contact their attorney without charge and without monitoring or recording.
7. In addition to detainees housed for SBCDC, also houses for other counties, Immigration and Customs Enforcement, United States Marshall Service, Federal Bureau of Prisons, Nebraska Department of Correctional Services, and Nebraska Parole Board. The Bidder's shall abide by all regulations, requirements, and contracts of these agencies and any other agencies the County may contract with, and cooperate with all audits and inspections.

d. Schedule

1. Bidder shall plan, finance, and implement the integration and testing of all required equipment and software relative to the new ITS, with minimal impact on the normal daily operation of the existing inmate telephone system.
2. Bidder shall submit a detailed schedule for SBCDC for approval that includes plans and schedules for installation and operation of telephones, tablets, and video visitation. The schedule shall be prepared and implemented to minimize impact to facility operations.

3. The ITS shall become fully operational upon the successful completion of all system integration testing and acceptance by the County, including review and approval by the County. System integration and acceptance test criteria should include:
 - a. Telephones: All telephones shall be tested and verified as operational and without deficiencies.
 - b. Video Visitation: All stations shall be tested and verified as operational and without deficiencies.
 - c. Administrative Functions: There shall be a test run of administrative functions, including SBCDC passwords and access, the Payment Platform, reports, and analytical and query tools.
 - d. Phone Numbers: A test to verify that the current call list, including blocked, confidential, pre-programmed, and others, as identified by SBCDC, is fully imported and functional.

8.0 PAYMENT, CHARGES, AND BILLING

- A. Payment Platform. Proposals must include a proposed Payment Platform with a discussion of what it will include and how it will interface with the County and systems of other vendors. The proposal should explain how the inmates will access the Payment Platform, and how funds in and out of the Payment Platform will be tracked for the inmate. Bidder Payment Platform must meet the following minimum criteria:
 1. Efficiently interact with the commissary vendor to allow inmates to use funds in their commissary account to pay for telephone services.
 2. Ability to efficiently and immediately transfer money from the detainee's trust fund/commissary account to the Bidder's Payment Platform.
 3. Accept funds for detainees, including funds from family and friends, for placement in an account established and operated by Bidder for use by an inmate.
 4. Bidder shall have a mechanism in place for immediately releasing any funds in a detainee's Payment Platform Account to be paid to the detainee immediately upon receipt of notification that the detainee is being released. Any funds remaining in an inmate's account shall be fully refunded to the inmate and shall not be transferable to any inmate remaining in custody.

B. Billing

1. Bidder is responsible for the billing and collection of all inmates calls in accordance with the contract. Bidder is responsible for revising and updating billing and collection practices to comply with changes in state and federal laws and regulations and with court orders and decisions. Bidder will comply with Neb. Rev. Stat. § 47-101.01 and Nebraska Jail Standards as it applies to phone rates and commissions.
2. Proposals must clearly provide the payment options for all users, including for collect, prepaid, and Payment Platform calls.
3. The County will not be responsible for an uncollectible charge, including, but not limited to, incomplete calls and bad debt on collect calls.
4. Bidder shall not bill detainee's for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).
5. All billing must be directed to the inmates or third parties, such as family members, without involvement of the County.

9.0 TELEPHONE CALLS

A. Telephones must include, at minimum, all of the following features:

1. **Calling:**
 - a. Permit one-way outgoing calls that are prepaid, billed to the Payment Platform, or charged to the called party.
 - b. Permit collect calls.
 - c. Provide automated operator telephone system for all calls.
 - d. The automated operator shall be designed for use by the hearing impaired and in accordance with all applicable laws. There must be provisions for the deaf which comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Bidder shall provide fixed and mobile TDD Telephones based on the needs of SBCDC, as determined by the County.
 - e. Provide international call services throughout Canada, Mexico, South America, and to overseas destinations.

- f. Provide call services to County approved numbers such as the Prison Rape Elimination Act representatives, Probation, Public Defenders' Office, Attorneys, and other numbers as determined by County at no cost to County, caller, or the recipient of the call.
- g. Telephones located in the intake areas will be configured to allow inmates to make 2 free calls to landline and cell phones at no cost to the County at 15 minutes in length each. These calls shall otherwise comply with all requirements of the contract including recorded greetings to the call recipient, retention procedures and inclusion in queries and reports.
- h. Call set-up and acceptance process must be completed within 30 seconds or less (from off-hook to call connection/rejection). The call length timer shall not start until positive acceptance of the call is made.
- g. The system shall not allow chain dialing and secondary tones, "hook switch dialing," and/or other fraudulent activities. Detainees shall be required to hang up before dialing a new number.
- h. The ITS shall at all times:
 - 1. Mute the detainee's ability to speak to the call recipient until the call is accepted.
 - 2. Not allow the detainee to hear the recipient until the call is accepted.
 - 3. Disable the telephone keypad during a call.

2. **Call Blocking.** The ITS must:

- a. Block all three-way calling, conference calling, and call forwarding.
- b. Permit a called party to block all future calls from SBCDC.
- c. Block calls to restricted numbers on a system-wide basis and a case-by-case basis, as directed by SBCDC. Restricted numbers will be verified by SBCDC and programmable by the Bidder or SBCDC into the ITS. Bidder shall not delegate, add or change any limitations on a restricted number without approval of SBCDC.
- d. Adhere to the following:

1. Call shall not be blocked due to a lack of local exchange carriers (LEC) or competitive local exchange carrier (CLEC) billing agreements with Bidder.
 2. Calls may be blocked for collect calls to Unbillable Numbers or when the call recipient refuses to pay for calls. However, for any number that is blocked related to the inability or failure of the call recipient to pay past or current charges, the call recipient and detainee shall be provided the opportunity to complete the call by a prepaid format. If both the call recipient and detainee decline to continue the call in a prepaid format, the service provider may block/ not authorize the call to continue.
- e. **Security.** The ITS must:
1. Flag, archive, and generate alert reports for unauthorized call attempts, including attempts to restricted numbers.
 2. Provide the ability for authorized County staff to selectively monitor call activity in real time and to immediately terminate any call.
 3. Retrieve and generate inmate unauthorized call activity logs for call periods, as specified by the County.
 4. Provide for all calls to be monitored, recorded, and archived, with the exception of calls made to Unmonitored Numbers. Phone numbers for criminal defense attorneys, including the County Public Defender, Nebraska Bar Association list and Alternate Public Defender will be identified as Unmonitored Numbers. Phone numbers for criminal defense attorneys must be verified by SBCDC into the ITS. Contractor shall not delete, add, or change any Unmonitored Number without approval from SBCDC.
 5. Provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include, but not be limited to:
 - a. The prevention of incoming calls.
 - b. Detection and rejections of outgoing calls to restricted numbers and otherwise unauthorized numbers and calls, and.

- c. Attempts to initiate 3-way calls, call forwarding, and calls to non-billable numbers.
 - 6. Have the capability to record the content of all telephone connections. The recorded calls must be stored online (cloud based) for retrieval for a period of at least 3 years or contract term and for 1 year following the expiration of the Agreement. The system must have the capability to transfer recorded calls to removeable media for archiving or review. Bidder must have the ability to search for and access stored calls and deliver the call at the request of SBCDC or pursuant to a court order, which shall be done at no cost to the County.
 - a. Provide for automated turn-on and shut of telephones and video visitation stations at times designated by SBCDC and for the immediate manual system shut off by SBCDC staff.
 - b. The system shall allow multiple approved County staff and designees to simultaneously access the system without compromising security or prevention of unauthorized use and access to the system.
- f. **Tracking.** The ITS must have the ability to locate and provide information in a simple format that can search, at minimum, using any or all of the following criteria:
 - 1. Inmate PIN/booking number
 - 2. Date and time
 - 3. Telephones individually or by groups
 - 4. Call type (i.e., Payment Platform, collect, free)
 - 5. Facility and facility locations (housing units)
 - 6. Call number
 - 7. Call status includes incomplete and complete calls.
 - 8. Geo-tracking & locating called number
- g. **Call Announcement and Instructions**
 - 1. The system shall provide an initial greeting and instructions to the party called that state the following:
 - a. That call is from the Scotts Bluff County Detention Center and is subject to recording and/or monitoring.

- b. For any collect call, the called party shall be informed of the cost of the call prior to accepting the call.
 - c. The identity of the inmate by name.
 - d. Provide the called party with the opportunity to accept or reject the call and to block future calls.
2. Automated call instruction/announcements shall be in English and Spanish, and announce that the call may be recorded and/or monitored with active consent from the called party.
 - a. The system shall utilize positive call acceptance and active consent.
 - b. Active consent may include pressing a keypad number, rather than just by continuing the conversation.
 - c. If there is no active consent provided by the called party, the parties will be notified that the call will be disconnected.
 - d. These instructions will not be provided for calls made to criminal defense attorneys that have been identified as Unmonitored Numbers.
3. During initial greeting and instructions, there is no call connections with the inmate until there is acceptance from the called party.
4. The ITS shall be able to determine if mutual agreements exist that will allow for the collection of collect call charges, or that the call recipients accounts are current and in good standing. If the call is determined to be non-billable, both parties shall be afforded the opportunity to complete the call utilizing prepaid services. If both parties decline, the call will not be authorized to go through.

10.0 TELEPHONES

A. Telephones must have at a minimum:

1. Bidder shall provide all telephones, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the County. Bidder will install enough telephones in each of the housing units to maintain a minimum ratio of one phone per 12 inmates.

2. All telephones shall be of rugged construction, stainless steel, or in combination with a corrosion resistant finish, and suitable for use in high use and high abuse corrections environments. The wall mounted telephones shall be mounted to cement walls, block wall, stainless steel shrouded columns, or protected external enclosures and meet all the requirements for detention and correction grade phones.
3. Telephones shall be suitable for indoor and outdoor installations, have a heavy chrome metal-twelve button keypad and handset with an armored cord and cradle.
4. Telephones shall be for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.
5. Telephones shall be durable, tamper-proof, and consist of rugged steel encased housing and shockproof keypads suitable for the detention and corrections environments to minimize vandalism and destruction of property.
6. All handsets, ear and mouthpieces shall be of heavy-duty construction, with no removeable parts, and installed in such a manner that no safety hazard is present to the user.
7. Telephones shall be configured with a braided steel receiver cord eighteen (18) inches in length.
8. All telephones must be configured with the handset cord exiting from the bottom in a central location.
9. All telephones must be water-resistant and fireproof, and have key-locked mountings to the wall.
10. All other equipment and installations must meet SBCDC safety and security standards.
11. Telephones shall have touch-tone keypads.
12. Amplified handsets may be required in specific areas. They shall be fitted with a volume control device, which allows the inmate to increase or decrease the volume of the headset earpiece.
13. The ITS must include capabilities for protection from power surges.

14. The ITS shall have the capability for Bidder or SBCDC to turn select or all telephones on or off remotely. There shall also be a manual on/off switch in designated locations within the facility.
15. Bidder shall complete full installation with all wiring and fastening of the telephones, including cabling, wiring, conduit, cross-connect jacks, plates, and related hardware, if needed. All wires and cables will be installed in an organized manner for good cable management and hung with correct hardware at the satisfaction of SBCDC. If holes or penetrations in walls are needed, the Contractor will fill holes with fire safe caulking.
16. All electrical equipment must be installed in compliance with national and local code requirements. All telephones must be securely fastened to the wall with security hardware approved by the County. The County reserves the right to pre-approve mounting and installation.
17. Telephones must be line-powered such that the telephone does not require separate electrical power source at the device. Telephones shall be specifically designed for use in a correctional environment and must be approved by County before installation. Contractors shall not use converted coin phones.
18. Bidder shall provide one (1) telephone meeting all other system requirements to allow deaf or hard of hearing inmates access to telephone communication.

11.0 VIDEO VISITATION

- A. Bidder's ITS shall provide video visitation services with the same security, monitoring, recording, and reporting provisions found in the telephone parameters.
 1. Remote visits by the general public, with a fee charged to the end user.
 2. Onsite visits by the general public at no cost to either party.
 3. Remote attorney visits with a fee charged to the attorney. Attorney visits will not be recorded and viewed by SBCDC; staff will be blocked.

12.0 CALL MONITORING FUNCTIONALITY

- A. Bidder's shall have call monitoring features which monitor every call made through the ITS. The ITS shall identify calls in order to store recorded calls in a manner that identifies them so to be easily located and searched.

1. Contractor's call monitoring details within the recorded system shall continue to be accessible within the proposed leave-behind solution.
2. The ITS shall monitor live detainee calls without any detectable deterioration of call quality or call interruptions.
3. The ITS shall allow SBCDC the ability to access in-process calls for monitoring and allow monitored calls to immediately be disconnected, using a secure monitoring platform. This shall include the ability for remote monitoring and disconnection.
4. Call Restrictions:
 - a. The ITS shall exempt Unmonitored Calls from monitoring. The ITS shall be capable of identifying specified telephone numbers as "do not monitor."
 - b. The ITS shall include an alert system that will detect and notify Bidder and SBCDC staff of any call made to a restricted number, calls made by restricted individuals, attempts at 3-way calls, or log-ins that were blocked for lack of authority. There shall be specific report capabilities for these calls.

13.0 QUERY, ANALYTICAL, AND MONITORING TOOLS

- A. The ITS shall have the ability to allow SBCDC staff to query, print, download, and e-mail reports by any combination of, at minimum, the following: location, Pin, phone, number dialed, time/date, duration, call type, and call status.
- B. The ITS shall provide SBCDC with the ability to reverse look up phone numbers called to provide information on called party, including but not limited to, the type of number called (e.g., landline or cell number), called parties telephone carrier, account holder name and address. This information shall be available by a simple search query.
- C. The ITS shall be capable of searching calls using a "keyword" search. The system shall provide automatic transcription for the identified calls. Call content shall be transcribed so to be easily searched by words.
- D. The ITS shall allow for individual call retention or batch retention based on an identified search criteria.
- E. The ITS shall have the ability to suppress the audio of one caller ("Fade Out") for portions of the recorded conversation to distinguish between the speaking parties.

- F. The ITS shall be capable of generating a variety of management reports and call detail reports. The ITS shall be able to identify calls by time, location, specific telephone or other device, inmate PIN, and/or number called. The ITS shall also be able to identify call trends, such as a reduction in call volume, which may be an indication of a possible maintenance problem.

14.0 ONSITE EQUIPMENT

- A. Bidder shall have its own network for the ITS. At no time during the contract shall Bidder run its ITS on the County's internet network.
- B. Bidder equipment shall be properly maintained and serviced throughout the life of the contract, including computers, computer systems, hardware, and equipment.
 - 1. County is responsible for the maintenance and servicing of its own computer systems, terminals, hardware/servers, workstations hardware, and equipment for the Jail Management System (JMS).
- C. Bidder staff and approved subcontractors shall work with County Information Technology Department (IT) staff, as required or directed by SBCDC.
- D. Bidder shall obtain SBCDC approval of all systems and applications before installation. County maintains the right to decline, at its discretion, any proposed systems, modifications, and/or applications.
- E. Bidder is responsible for all costs of the ITS, including payment of County costs associated with developing and maintaining software interface between the JMS, Commissary Vendor, and ITS systems.

15.0 TELEPHONE RATES, FEES, AND REVENUE SHARE

- A. Bidders shall submit a proposal with a one-rate fee and revenue shared bid. Bidders shall not propose alternative rates and revenue shared options.
 - 1. All per-minute rates or all fees will be specified in the proposal. All rates, fees, charges, as well as revenue or commission paid to the County shall comply with Nebraska law, Nebraska Jail Standards, Nebraska Public Service Commission regulations, FCC regulations, and any other applicable law or regulations.
 - 2. Per Minute Rates: Specify any or all Per Minute Rates and Connect Fees for Payment Platform, prepaid, and collect calls. All rates shall comply with FCC-

allowed rates and mandates and Nebraska Jail Standards. Bidders must provide these rates in their proposal.

3. Fees: Specify each and every fee and surcharge that will be charged to anyone. Fees labeled as “administrative fees” or “Processing Fees” will not be acceptable, they must be itemized and descriptive. This must include all call and call payment charges, including any charges for the Payment Platform and collect call acceptors. The successful bidder shall not charge any other fee or surcharge or impose any other cost or charge.
4. Revenue Share: The County Revenue Share, which is a percentage of the Contractor’s Total Gross Revenue, defined as the sum of all charges for use (including fees), whether collected or uncollected, less any applicable federal, state, or local taxes and legitimate refunds. The Revenue Share shall be broken down by:
 - a. Calls/Phones
 - b. Video Visitation
 - c. Tablets
 - d. Messages/Emails/Photo messages
5. Contractor shall provide monthly commission payments and traffic detail reports to County on or before the 15th day of the month following the traffic month. County will stipulate whether commission payments are sent via check or ACH. County requires that traffic detail reports must be available via web-based reporting that is updated on a real time basis and can be run in an exportable format.
 - a. Traffic detail reports shall include a detailed breakdown of all traffic, including, but not limited to, all collect, pre-paid, international collect, debit calls, free calls, and incomplete calls down to the detainee level and for each inmate telephone at the facility:
 1. Local call, minutes, gross call revenue and commission
 2. International calls, minutes, gross call revenue and commission
 3. INTRlata/INTRAstare calls, minutes, gross call revenue and commission

4. INTERlata/INTRAstate calls, minutes, gross call revenue and commission
5. INTRAlata/INTERstate calls, minutes, gross call revenue and commission
6. INTERAlata/INTERstate calls, minutes, gross call revenue and commission
7. Total calls, minutes, gross revenue, and commission amount
8. Traffic period and dates

16.0 MAINTENANCE AND REPAIRS

A. ITS Equipment.

1. Bidder is responsible for all maintenance and repairs to telephones, video visitation stations, and the ITS. A single point of contact with the Bidder, via a toll-free number and e-mail address, must be provided and maintained by the Bidder for reporting all inmate telephone problems. The toll-free maintenance/repair telephone number shall be answered by a live operator twenty-four (24) hours per day, every day of the year.
2. All equipment, including installed items, shall, remain sole and exclusive property of the Bidder and Bidder's sole responsibility.
3. Bidder shall provide all necessary labor, parts, materials, technical personnel, and transportation to maintain the ITS, including all telephones, video visitation stations and related equipment, in good working order. Bidder shall perform preventive maintenance, including all maintenance for compliance with the equipment manufacturer's specifications throughout the term of the contract.
4. County is not responsible for any damage to the equipment.

B. Service and Support Requirements

1. Service and Support Requirements
 - a. The Bidder shall provide all technical support services on a 24-hour, 365 days per year basis for all critical and non-critical failures at no cost to the County.
 - b. System Failures are defined as:

1. *Critical System Failure*: is a loss of connection to a full housing unit or greater portion of the facility. It may also be determined by facility staff that the equipment or connection failure is critical to the facility operations.
 2. *Non-Critical System Failure*: is a malfunction or failure of an individual phone or visitation station that does not affect other equipment within the facility.
2. The Bidder shall provide:
 - a. A method to resolve critical system failure remotely within one (1) hour or employ a technician that can arrive at the facility within six (6) hours from the time of the initial call or email to technical support.
 - b. A method to resolve non-critical system failures within twenty-four (24) hours from the time of the initial call or email to technical support.
 3. Maintenance
 - a. Bidder shall develop procedures and schedules and conduct preventative maintenance on ITS and all equipment. Bidder shall provide the schedule and procedures to the County's designated employee.
 - b. All routine or scheduled maintenance that could affect access to telephones, video visitation, Payment Platform and/or billing generation shall be conducted during the off-peak hours of 10:00PM to 6:00 AM.
 1. Bidder shall notify the County at least twenty-four (24) hours prior to any planned occurrence that may result in a service interruption to any inmate phone or service that lasts in excess of fifteen (15) minutes.
 2. Phone Line Failure
 - a. Bidder shall be responsible for determining whether any line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carrier (IEC), or the Bidder equipment.
 1. When the Bidder determines the party responsible for failure, the Bidder shall contact the party responsible for the failure and jointly resolve the failure at no cost to the County.

2. If the failure is determined to be the fault of the Bidder's equipment, hardware, software, or wiring, the Bidder shall correct the problem at no cost to the County in a timely manner.

17.0 OWNERSHIP

All records related to Phone Calls and Video Visitation Stations shall be and remain the property of the County. Prior to contract termination, Bidder shall confirm County has received and has access to the full updated and accurate records, and confirm the records comply with the requirements of this contract, SBCDC policy and minimum legal requirements.

18.0 RECORDS

- A. Maintenance: Bidder shall be responsible for system maintenance records, which identify reported problems.
- B. Call Recordings: ITS shall retain call recordings for 3 years from the date the call was placed. Bidder shall retain all recordings for one year from the end of the contract agreement.
- C. Extended Retention: The Bidder and ITS shall retain call recordings and call data that are identified or requested by SBCDC or court order to be held beyond the standard retention period. Calls to be retained may be identified by batch or specific calls. These call recordings and/or data shall be held for the time period identified in the retention request or order.

19.0 TRAINING/ONGOING OPERATIONS

- A. ITS Training: Bidder shall provide training to County staff and Investigators on the ITS features and usage. All training shall be at no cost to the County.
- B. Training Scope and Schedule: Bidder shall provide a detailed scope of training, including training schedule, length of training, multiple training times and number of personnel that can attend a training session. They will work with the County's scheduler to find times that work best for County personnel.
- C. Minimum Trainings: Bidder shall provide at a minimum, the following trainings:

1. Initial: The initial training must occur no later than **14 days** prior to the “go-live” date. Adequate training sessions must be provided to accommodate all work shifts obtaining training prior to the “go-live” date.
2. Annual: Annual training on the ITS, including any safety or security risk related to the use of the telephone and video visitation stations. If requested by SBCDC, adequate training’s must be provided to accommodate all work shifts.
3. Upgrades: Training prior to upgrades of the ITS of any of its components.
4. Query and Analytical Tools: Trainings, to individuals identified by SBCDC, in the query and analytical tools and reports functions of the ITS. This training will be provided as requested by SBCDC.
5. Investigative: Bidder will offer a minimum of 2 dates and times for local law enforcement agencies that have access and permission from SBCDC to send representatives to receive training on the ITS and what is available to them. A zoom meeting may also be used for this to assist with agencies that cannot attend in person.
6. Operation Review Meetings: Upon request of SBCDC, Bidder will actively engage and participate in regular Bi-Annual Operations Review Meetings. These meetings will not replace routine communication pertaining to day-to-day issues and the resolution of ITS questions or issues.

20.0 DELIVERABLES

- A. Bidder shall maintain and provide reports and statistics about the services provided. Bidder shall make available to the County accrued data regarding Services provided. Bidder reporting system must have ad hoc query and report capabilities and shall provide format modification to enhance readability at the request of the County. Data shall be compiled in appropriate formats as defined by the County.
 1. Monthly Financial Reports: Bidder shall provide monthly reports covering the first day of the month through to the last day of the month due by the 15th of the following month. Financial reports shall be in a batch format and include reconciliation and accounting details. Batch reports shall be provided in Mountain Standard Time. These reports shall be included with monthly Revenue Sharing Check. Types of monthly reports shall include, but are not limited to the following:
 - a. Phone calls and Video Visitation:

1. Revenue Statement
 - a. Total revenue by billing and call type
 - b. Total revenue
 - c. Total County revenue share

2. Summary Call Reports: Each report shall contain, at minimum, the following breakdowns:
 - a. Call type
 - b. Payment method
 - c. Number of calls
 - d. Percentage of total calls
 - e. Number of call minutes
 - f. Revenue generated from calls (including all fees)
 - g. Percentage of total minutes
 - h. Calculation of County revenue share payment
 - i. Total revenue
 - j. Percentage of total revenue

3. Year End Summary Reports: Bidder shall submit Year-End Summary Reports, including Annual ITS Management Reports to the County, pertaining to the Services.
 - a. Annual Summary Reports at a period to be determined by the county (e.g., fiscal, calendar year, or annually from service start date)

 - b. The reports shall minimally provide total call volume, total minutes, and total revenue for each bill type (collect, prepaid, Payment Platform) and volume of usage through phones or video visitation.

4. Reports Meeting: Upon County's request, the County Inmate Services Representative and the Bidder's account manager will meet, on reasonable notice, to discuss Bidder's performance and progress under this Contract. If requested, Bidder's account manager and other personnel shall attend all meetings. The Contract shall provide all information that is requested by the County for the purpose of monitoring progress under this Contract.

1. **Audit:** The County or their duly authorized representatives shall have access, at reasonable times, to all reports, Contract Records, documents, files, and personnel necessary to audit and verify Bidder's charges to County hereunder. Potential Bidder agrees to retain reports, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for the Bidder's services. Hereunder, County reserves the right to audit and verify Bidder's records before final payment is made. The County's representative shall have the right to reproduce and of the previously mentioned documents. Should Bidder cease to exist as a legal entity, Bidder's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Inmate Services Representative.
2. **Annual Review:** Upon County's request, within 30 calendar days following the end of the agreement year, the Bidder's Project Manager or Senior Management personnel shall meet with the County and provide a comprehensive report of inmate call activity for the Agreement year. In addition, Bidder shall provide a comprehensive presentation recapping any key intended strategies for the upcoming contract year, and a contract review for the preceding year.

21.0 ADDITIONAL PRODUCTS AND SERVICES

- A. **Digital Broadcast service** – SBCDC is interested in installing a broadcast service to supply customizable digital content to housing units through TV's or preferably visitation kiosks. The intent is to replace bulletin or posted printed materials with the as inmate rules, visitation schedules, PREA disclaimers, program resources, and announcements.
- B. SBCDC, under current service provider, supplies android tablets to detainees that allow them to be used for: phone calls, visits, law library (For Nebraska and Federal), books, programming, commissary ordering, communication through messages with facility staff (grievances, requests, etc.). The tablet has free and fee-based appreciation's. SBCDC intends to continue this program and invites bidder's proposals on a system similar to this that has emphasis on programming and the ability to earn credits for completing programs towards the use of privileges on the

tablet. The tablet proposal must have a mail scan option to scan detainee mail and be delivered onto the tablet.

1. We invite the bidder to propose a system to supplement the phone and visitation system.
 2. Any other products or services that bidders would like to include to supplement and enhance their bid package may be included in the proposal.
- C. SBCDC current service providers provides an off-site mail scanning system. The detainee's mail is delivered to their contractor, the mail is scanned and e-mailed to be delivered to SBCDC for approval and then the scanned item is downloaded to the individual detainee's account for them to review.

22.0 DETAILED SUBMITTAL REQUIREMENTS

A. Proposal Format

1. Bidders should prepare their proposals in accordance with the instructions outlined in this section. Each Bidder is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. The utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only.

Omissions and incomplete answers will be deemed unresponsive. Please initial any corrections.

a. Cover Letter / Executive Summary

1. An Executive Summary shall provide the name, address, telephone, and facsimile numbers of the Offeror along with the name, title, address, telephone, e-mail address and facsimile numbers of the executive that has the authority to contract with the County. The summary must be signed by an individual authorized to contractually bind the firm and include an expression of the firm's ability and desire to meet the requirements of the RFP. The Executive Summary should not exceed two (2) pages.

2. Each Bidder shall make the following representation and warrant in the cover letter/executive summary, the falsity of which might result in rejection of its proposal: "The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts."

B. Company Information

1. Must include all required information requested in page 6 of this contract labeled "Bidder information" in addition to a description of the firm's background, its organizational structure, length of time in business, assets to meet County service requirements, and experience in providing the type of services solicited herein. Include brief resumes of supervisory staff and higher that will be associated with the project.

a. Technical and Feature Overview

1. Demonstrate an understanding of the project. Include descriptions and details of the system being offered. Provide an Implementation Plan and Schedule.
2. Include information applicable to the requirements of the system as presented in this RFP. You may list other optional features or services beyond the minimum requirements that may be of interest to SBCDC.

2. References

- a. List three (3) references where your company holds current contracts with comparable services. Provide company name & address, contact name(s) and telephone number. List all facilities with current contracts in Nebraska.

3. Financial Proposal

- a. Outline in a clear format all per minute rates and fees for telephone service and for remote video visitation service. Specify the revenue share/commission percentage for all services.
4. Technology and Other Services
- a. Bidder may describe technology enhancements, software applications, and other services that are available through or recommended by Bidder.
5. Exceptions and Deviations
- a. Provide a statement expressing understanding and willingness to comply with all provisions of the RFP. If there are provisions of the RFP that the Bidder is unwilling or unable to comply with, the vendor shall identify the paragraph number, list the provision in its entirety, and provide the reason for non-compliance. If there are provisions of the RFP for which the Bidder would like to propose an alternate solution, the Bidder shall identify and list the provision in its entirety and provide the alternative solution.

23.0 EVALUATION CRITERIA

A. Evaluation of Proposals

1. The county reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality, performance of the services proposed, and cost.
2. The Evaluation Committee will make a recommendation to the County Board based on criteria listed below (no particular order) and other relevant RFP information. Evaluation factors will include, but are not limited to, the following:
 - a. Demonstrated ability to provide the services,
 - b. References
 - c. Price/Cost
 - d. Compliance with the information listed in the RFP.
 - e. System features and options offered.
 - f. Award Procedures

3. The County reserves the right to accept proposals other than the most financially advantageous proposal. The County reserves the right to accept or reject any and all proposals, to waive any informality in proposals, and unless otherwise specified in writing by the Bidder, to accept any items in any proposal. The County may, at its discretion, require **one or more** Bidders to appear before an evaluation committee for an interview or to make a presentation. During such interview, the Bidder may be required to orally and otherwise present its proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Bidders will be notified in advance of the time and format of such meetings. Since the County may choose to award a contract without engaging in discussions or negotiations, the proposal submitted shall define each Bidder's best offer for performing the services described in this RFP.
4. The commencement of such discussions, however, does not signify a commitment by the County to execute a contract or to continue discussions. The County may terminate discussions at any time for any reason.
5. A proposal may be rejected if it is incomplete. The County may reject any or all proposals and may waive any immaterial deviation in a proposal.
6. More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered.
7. As the County may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The County reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.
8. County may select and enter into negotiations with the next most advantageous Bidder if negotiations with the initially chosen Bidder are not successful.

24.0 GENERAL CONDITIONS AND REQUIREMENTS

A. Terms and Conditions

1. All proposals submitted in response to this request shall become the property of the County and as such may be subject to public review.
2. The County has the right to reject any or all proposals, to engage in further negotiations with any firm submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.
3. All payroll taxes, liability and worker's compensation are the sole responsibility of the Proposer. The Bidder understands that an employer/employee relationship does not exist under this contract.
4. Unless otherwise specified in the contract, this RFP and all terms specified here will be considered part of the contract.

B. Contract Period

1. The contract will be for a period of three (3) years. At the expiration of this contract, the County will have the option of continuing the services with the Bidder's company at agreed upon rates for a period in one-year increments. Each optional year will require County's approval for renewal.
2. Termination of Contract

C. The contract resulting from this RFP shall be subject to the following termination provisions:

1. County may terminate the contract for cause whenever it determines that the Bidder has failed to perform its contracted duties and responsibilities in a timely manner and is unable to cure such failure within a reasonable period of time as determined by the County, taking into consideration the gravity and nature of default, or if the Bidder shall violate any of the terms of the Contract. Such termination shall be referred to herein as "Termination for Default." County shall require Bidder to repay to County any funds expended in contravention of the contract. The Bidder shall further have the ability to terminate the contract for cause.

2. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. The Bidder shall not be relieved of its liability to the County for damages sustained by virtue of breach of this contract.
3. County may terminate the contract for convenience without cause by giving written notice to the other party, at least 30 (thirty) days before the effective date of such termination, if for any reason County determines that such termination is in the best interest of County.
4. In the event of termination of the contract for convenience, the Bidder shall be entitled to receive, and shall be limited to, just and equitable compensation for any satisfactory authorized work completed as of the termination date. Notwithstanding the 30-day notice, the current Bidder shall continue service under terms of the current contract until a new service provider is available. Current Bidder will work to ensure a smooth transition with the new provider and County shall not unreasonably delay securing a new service provider.
5. In the event of the filing of a petition in bankruptcy by or against the Bidder, County shall have the right to terminate upon the same terms and conditions as a termination for default. In the event of the filing of a petition for bankruptcy by or against Bidder, the Bidder shall immediately so advise County. The Bidder shall assure you that all tasks related to the Bidder are performed in accordance with the terms of this contract.
6. In the event that local or state funds for the contract become unavailable, County shall have the right to terminate the contract without penalty and upon the same terms and conditions as a termination for convenience. Availability of funds shall be determined at the sole discretion of the County.
7. In the event the facility is damaged by fire or other casualties and that as a result of the damage any threat is posed to the safety, health, or security of the inmates, staff or the public, County shall have the right to terminate the contract, upon notice and without penalty. The Contractor shall be entitled in such event to receive compensation for work completed as of termination date.

8. The procedure for termination shall be as follows:
Upon delivery by certified mail to the Bidder of a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, the Bidder shall do all things possible to terminate its services in a cost effective manner to operate and manage the facility as quickly, safely and efficiently as possible with the utmost cooperation.

25.0 PRISON RAPE ELIMINATION ACT 2003 (PREA)

Bidder shall comply with PREA, applicable PREA standards, and the facility's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the facility. In addition to self-monitoring by the Bidder, the facility may conduct unannounced or announced monitoring to include on-site monitoring.

Bidder must have an inmate reporting option using the phone system that will automatically notify the facility designated PREA coordinator of a submission and access to the recorded message by the detainee.

26.0 SUBCONTRACTOR/PARTNERSHIP DISCLOSURE

A single firm may propose the entire solution. If the proposal by any firm requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in their proposal. The firm submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by subcontractors.

27.0 Insurance

- A. The Bidder shall not begin work under this contract until it has obtained all insurance coverage required under this section and such insurance has been approved by the County. The following insurance coverages shall be kept in force at the Bidder sole expense during the life of the Contract and shall be primary with respect to any insurance or self-insurance program covering the County, its commissioners/supervisors, officials, agents, representatives, and employees.

1. Workers Compensation and Employers Liability Insurance:
 - a. The minimum acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers Compensation and \$500,000 for Coverage B, Employers Liability.

2. Commercial General Liability Insurance:
 - a. Coverage shall include liability coverage addressing premises and operations, contractual, independent contractors, and products/completed operations. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury, and property damage.
 - b. The minimum acceptable limits of liability shall be \$1,000,000 for each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. If written on a claim made form, the products/completed operations coverage is to be maintained for two years after final payment.
 - c. The County is to be named as an additional insured on the insurance coverage required under this section.

3. Automobile Liability Insurance
 - a. Coverage shall include liability coverage addressing claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired, or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 combined single limit for each accident.
 - b. The County is to be included as an additional insured on the insurance coverage required under this section.

4. Certificate of Insurance
 - a. The Bidder shall furnish the County with a certificate(s) of insurance evidencing the coverage required in this section and shall give the County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If the

certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Bidder shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

- b. The Bidder shall require each and every sub-contractor performing work under this Contract to maintain the same coverages required of the Bidder in this section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the sub-contractor's insurance coverages required in this section.

B. Insurance Company

1. All insurance coverages herein required of the Bidder shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-.
2. Upon request of the County, the Bidder shall furnish evidence that the insurance company or companies being used by the Bidder meet the minimum requirements listed in this subsection.
3. Upon request by the County, the Bidder shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this contract, the Bidder's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Bidder is required to notify the County of any deviations from the minimum requirements presented in this section.

27.0 ADDITIONAL INSURANCE REQUIREMENTS

- A. Before commencement of any work or event, Bidder shall provide a certificate of insurance in satisfactory form as evidence of the insurance required above.
 1. Bidder shall have no right of recovery or subrogation against the County (including its officers, agents, and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

2. The County shall have no liability with respect to Bidder's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Bidder.
3. Insurance procured by Bidder shall not reduce nor limit Bidder's contractual obligation to indemnify, save harmless and defend the County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
4. If Bidder is authorized to assign or sub-contract any of its rights or duties hereunder and in fact does so, Bidder shall ensure that the assignee or sub-contractor satisfies all requirements of this RFP, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

28.0 INDEMNIFICATION

Bidder agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Bidder, its officers, employees, subcontractors or agents. Bidder further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

29.0 EQUAL OPPORTUNITY EMPLOYER

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. The County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

**30.0 SUMMARY OF FOREIGN ADVERSARY CONTRACTING
PROHIBITION ACT LB 1300 NEBRASKA LEGISLATURE (2024,
NEB.REV.STAT 73-901 TO 73-907**

All Firms will be required to complete and follow The Summary of foreign adversary Contracting Prohibition Act. The form is attached.

LICENSES

The successful Bidder shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

**SCOTTS BLUFF COUNTY, NEBRASKA
Detainee Inmate Communication
Signature Sheet**

Name of Agency: _____

Address: _____

Telephone Number: _____ **FAX Number:** _____

Check one of the following:

Partnership, Non-Profit Corporation, Profit Corporation

Other, Specify _____

If awarded a contract in response to this proposal, our company:

Will Will not

be able to meet the specifications as required regarding Insurance requirements

Signature of Authorized Signatory: _____

Printed Name of Authorized Signatory: _____

Title and Name of Agency: _____

Date: _____

The above individual is authorized to sign on behalf of the company submitting this proposal. Proposal must be signey by an official authorized to bind to its provision for at least a period of 90 days.

**SUMMARY OF FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT
LB 1300, NEBRASKA LEGISLATURE (2024), Neb. Rev. Stat. §73-901 to §73-907**

Legislative Intent:

The Foreign Adversary Contracting Prohibition Act was passed and signed by the Governor on April 16, 2024, pursuant to LB 1300, with an emergency clause attached for certain sections including sections 7-13 for the Foreign Adversary Contracting Prohibition Act. It is codified under Neb. Rev. Stat. §73-901 to §73-907.

Purpose: The Legislature finds that dealing with commercial entities organized under the laws of a foreign adversary or with a principal place of business within a foreign adversary tend to carry increased political risk and threaten state security and the privacy of residents. In response to the risk, the Act prohibits public entities, including a political subdivision and any entity acting on behalf of the political subdivision, from entering into contracts with companies organized under the laws of or controlled by the government of a foreign adversary for technology related products or services for performance of the contract. The Act requires the political subdivision to obtain a certification from any company providing technology related products or services to certify they are not a scrutinized company, organized under the laws of, or controlled by a foreign adversary.

Under the bill, a scrutinized company shall not bid on, submit a proposal for, or enter into, directly or indirectly through a third party, any contract or contract renewal with any public entity for any technology-related public product or service, (See Neb. Rev. Stat. §73-904). No public entity shall enter into any contract or renewal that results in state or local government funds being transferred to a scrutinized company in connection with any technology related product or service in performance of the contract or to any company in connection with any technology related product or service that originates with a scrutinized company. (See Neb. Rev. Stat. §73-906).

Certification – Not a Scrutinized Company

A public entity shall require a company that submits a bid or proposal or enters into a contract or renewal for any technology related product or service to certify that the company is not a scrutinized company and that the company will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract and that any products or services to be provided do not originate with a scrutinized company. (See Neb. Rev. Stat. §73-905).

Definitions- Neb. Rev. Stat. §73-903

Under the Act, the following terms have the following meanings:

Company means: any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association that exists for the purpose of making a profit, including all wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of any such entity or business association.

Foreign adversary means: a foreign adversary as determined pursuant to 15 CFR 7.4. Per 15 CFR 7.4 foreign adversaries include the People's Republic of China, including the Hong Kong Special Administrative Region (China); Cuba, Iran, North Korea, Russia, and Maduro Regime.

Owned in whole or in part means: (a) For a publicly traded company, any share of ownership that entails the ability to direct or influence the operations of the company, the ability to appoint or discharge any board members, officers, or directors, or any other rights beyond those available to a retail investor holding an equivalent share of ownership; and (b) For a privately held company, any share of ownership.

Public entity means: the state or any department, agency, commission, or other body of state government, including publicly funded institutions of higher education, any political subdivision of the state, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any such public entity.

Scrutinized company means:

- (a) Any company organized under the laws of a foreign adversary or having its principal place of business within a foreign adversary, and any subsidiary of any such company; or
- (b) Any company owned in whole or in part or operated by the government of a foreign adversary, an entity controlled by the government of a foreign adversary, or any subsidiary or parent of any such company; or

(c) Any company that sells to a public entity a final technology-related product or service that originates with a company described in (a) or (b) above, without incorporating that product or service into another final product or service.

Technology-related product or service means: a product or service used for information systems, surveillance, light detection and ranging, or communications. Although there are no definitions provided in the legislation, the city offers the following examples to aid companies as they prepare and submit the certification:

- a. For information systems, this would include technology related products and services used by an organization to collect, transfer, organize, and store city information or that works together to transform data into useful information. Such products or services could include a collection of hardware, software, data centers, servers, the internet, and other hardware devices.
- b. For surveillance, this would include products and services used to monitor an individual's digital and physical actions and communications. This could include facial recognitions software, security cameras, and wearable computing devices,
- c. For light detection and ranging, this would include products and services that utilize Lidar technology to measure large areas of terrain through 3D models.
- d. For communications, this would include products and services for the acquisition, storage, management, transmission, or reception of data or information by the City and could include equipment such as computers, cell phones, telephones, video conferencing equipment, satellite, fiber optics, radio, or any other electronic device enabling the transfer of text, audio, or video content.

EXCEPTION FOR GOODS: A public entity may enter into a contract with a scrutinized company for goods manufactured by a scrutinized company if: there is no other reasonable option for procuring such good and the contract is preapproved by the Nebraska Department of Administrative Services and not procuring such good would pose a greater threat to the state than the threat associated with the good itself OR if the purchasing entity is an electric supplier that is not out of compliance with the Critical Infrastructure Protection requirements issued by the North American Electric Reliability Corporation. (See Neb. Rev. Stat. §73-906(2)).

NULL AND VOID: Any contract entered into in violation of the Act shall be null and void. (See Neb. Rev. Stat. §73-907(1)).

PENALTY: Any scrutinized company that bids on or contracts or renews a contract for any technology related product or service or that violates the certification provided pursuant to the Act shall be liable for a civil penalty up to \$250,000 or twice the amount of the contract bid, or the amount of any losses suffered by the public entity as a result of such violation, whichever amount is higher. The contractor shall also be ineligible to enter into any contract with any public entity for a period of five years. The Attorney General may bring an action in any court of competent jurisdiction against any person that violates the Act. (See Neb. Rev. Stat. §73-907(2-3)).

NOTICE OF VIOLATION: If a public entity believes that a company has violated the certification process, they shall give the company notice of the alleged violation with 60 days to respond. After responding, the public entity has 60 days to make a final determination and if a violation has occurred may refer the matter to the Attorney General. A whistleblower provision allows any individual to report suspected violations to the Attorney General. (See Neb. Rev. Stat. §73-907(4-5)).

PROCESS: All bid proposals, contracts, and contract renewals need to have a Certification Form submitted by the contractor and attached to the contract and the Foreign Adversary Contracting Prohibition Act Certification contract clause should be included in all contracts and renewals. If the contractor indicates on the form they are not supplying technology related goods or services, the contractor will not need to resubmit another certification form for any subsequent renewals.

**FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT
CERTIFICATION FORM FOR
TECHNOLOGY RELATED PRODUCT OR SERVICES**

For the purposes of complying with the Foreign Adversary Contracting Prohibition Act (“the Act”), Neb. Rev. Stat. §73-901 to §73-907, I attest and certify as follows:

Name of Company _____

Check all that apply:

- I am authorized to attest and certify as the owner of the Company, in whole or in part, or as an authorized representative of the Company, to make the certifications required herein.
- The Company is providing technology related products and/or services to the public entity and is not a scrutinized company as defined in the Act; it is not subcontracting with a scrutinized company under the Act; and the technology related products and/or services provided herein do not originate with a scrutinized company under the Act.
- The Company is not providing technology related goods or services as defined under the Act.
- The Company is a scrutinized company and has entered into an Agreement or an Agreement Renewal with the public entity to provide a technology related good manufactured by a scrutinized company that meets the exception for the provision of a technology related good by a scrutinized company.
- I hereby attest and certify on behalf of the Company that the responses and information provided on this form are true, complete, and accurate. The Company understands that any scrutinized company that violates this Act or that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and that such violation may void the contract.

PRINT NAME: _____
(First, Middle, Last)

SIGNATURE: _____

TITLE: _____

DATE: _____