HALL COUNTY DEPARTMENT OF CORRECTIONS
REQUEST FOR PROPOSALS (RFP)
INMATE TELEPHONE SERVICE

The Hall County Board of Commissioners will receive sealed proposals to provide Inmate Telephone and Video Visitation Service to the Hall County Department of Corrections, 110 Public Safety Drive, Grand Island, Nebraska. Potential vendors are invited to submit proposals.

A pre-bid conference will be held at 10:00 AM on Thursday, July 23, 2020 at the Hall County Department of Corrections. Meet in the lobby of the Department of Corrections at 110 Public Safety Drive. The conference is mandatory for all who will be bidding.

Hall 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 Hall. Proposals must be received by the Hall County Clerk, 121 South Pine, Grand Island, Nebraska, no later than 5:00 p.m. Monday, August 3, 2020 in order to be considered. All proposals shall remain sealed until opened by the Hall County Board of Commissioners at its regular meeting at 10:15 a.m. on Tuesday, August 4, 2020.

Hall County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or provision of services. Request for reasonable accommodations under the A.D.A. should be submitted to Loren Humphrey, ADA Coordinator, at the 121 South Pine Street, Grand Island, NE or by calling (308)385-5080 or T.D.D. (800) 833-7352.

The completed bid packet containing the request for proposal and instructions may be obtained from:

Marla Conley, County Clerk
121 South Pine Street
Grand Island, NE  68801
(308)385-5080

Questions regarding the Jail facility and equipment may be directed to:
Todd Bahensky, Director
Hall County Department of Corrections
110 Public Safety Dr.
Grand Island, NE  68801
(308)385-5206, ext. 2460

Please publish on July 11, 2020 and July 18, 2020
Request for Proposals (RFP)  
Inmate Telephone Service  
At the Hall County Department of Corrections  
Grand Island, Nebraska

Todd Bahensky, Director  
Pam Lancaster, Chair, Hall County Board of Commissioners

Hall County Department of Corrections  
110 Public Safety Dr.  
Grand Island, NE  68801  
308-385-5206

Marla Conley,  
Hall County Clerk  
121 S. Pine St.  
Grand Island, NE  68801  
308-385-5080
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 required to attend a pre-bid conference at 10:00 AM on Thursday, July 23, 2020 at the Hall County Department of Corrections, 110 Public Safety Dr. to view the location/installation and have their questions addressed. It is strongly recommended that bidders review this RFP prior to the conference.

2. Bidders shall hold their price firm and subject to acceptance by Hall County for a period of at least 90 business days from the date of the proposal closing, unless otherwise indicated in their proposal.

3. The Hall County Department of Corrections encourages competitive responses to the enclosed RFP. Hall County understands that in any industry, business will be lost and gained by competitors over time. In order to adhere to a higher standard of business ethics the Hall County Department of Corrections would ask that all vendors refrain from mentioning any and all competitors in any part of the vendor’s submittal. Failure to conform to this policy will result in vendor’s proposal being deemed non-responsive.

4. All responses must be submitted in a sealed envelope, mailed and/or delivered to:
   Marla Conley
   Hall County Clerk
   121 S. Pine St.
   Grand Island, NE  68801
   Proposals sent by facsimile or e-mailed will not be accepted. Responses received at any location other than the aforementioned will not be considered.

5. The Vendor must provide one original and one complete copy of the Proposal.

6. Sealed proposals must be received no later than 5:00 p.m., Monday, August 3, 2020 in order to be considered. Proposals will be opened on Tuesday, August 4, 2020 at the regular meeting of the Hall County Board of Commissioners.

7. It is the sole responsibility of the Vendor to ensure timely delivery of the Proposal prior to the Proposal 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.

8. The outside of the envelope/box shall plainly identify the Proposal by: “INMATE TELEPHONE SERVICE”

9. The Vendor must respond to all requirements of the Request for Proposals. Failure to address each requirement will render the submittal non-responsive.
I. INTRODUCTION

A. Request for Proposals (RFP)

The Hall County Board of Corrections (The County) is seeking proposals for Inmate Telephone Service (ITS) for the Hall County Department of Corrections (HCDC).

B. County

Hall County, Nebraska is located in the city of Grand Island.

The Hall County Department of Corrections houses, on average, 280 inmates that make between 480 and 550 calls a day.

(NOTE: Historical data is provided for illustrative purposes only and is in no way meant to imply or guarantee any minimum quantities)

The jail currently has 19 wall-mounted phones and no Telephone Devices for the Deaf (TTD), 20 video visitation stations in the housing units, and 20 stations in the lobby for public use. Inmates have the ability to pay for telephone services through the commissary vendor. 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.

The current provider for inmate telephone services is Securus Technologies, Inc. ("Current Services"). The Current Services platform is network-based.

C. Pre-Bid Conference

All prospective firms interested in bidding are required to attend a pre-bid conference at the Hall County Department of Corrections, 110 Public Safety Dr., to view the location/installation and have their questions addressed. Date and time of the conference is specified on the bid invitation.

II. SCOPE OF WORK

A. 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 and video visitation utilizing state of the art technology and equipment for inmates in custody at the correctional facility managed by the HCDC.

The selected Contractor shall provide the services in County facilities, at no cost to HCDC or the County. All cost for the services shall be the responsibility of the Contractor 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 specification herein. One of the key objectives of the
services will be to enable inmates 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-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 and results.

It is the intent of the County to have this contract begin with a transition period of at least 30 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.

B. Bidder Qualifications

Bidders must be able to safely and securely provide the Inmate Telephone System Services (ITS or 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 a 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 correctional 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 inmate telephone system.

2. Bidder shall have at least one (1) contract for the provision of inmate telephone services 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’s organization must have qualified, trained, and certified staff dedicated to the sole purpose of supporting the Telephone and Video Visitation system installed including, but not limited to, service technicians and technical support for the life of any contract awarded pursuant to this RFP.
4. Bidder must possess a complete and valid right to all software and to provide or license it to the County.

5. Bidder’s employees, agents and subcontractors entering the facilities, including for the Bidder’s Conferences, must submit to and pass a security and background check performed by the HCDC and will be subject to Jail security procedures while on-site.

6. 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.

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 product and perform services as specified under this RFP.

7. Inmate records are of a confidential nature. The Contractor’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 Contractor shall honor all of the County’s policies and procedures for safeguarding the confidentiality of such records.

Contractor’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.

C. 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. Contractor shall provide a comprehensive ITS package.
      
      (1) The ITS telecommunications network package must have reliability, stability, and ease of use.
      
      (2) Contractor is responsible for paying for and installing all physical plant requirements (power, security, data, cabling, physical space, HVAC,
etc.), unless otherwise specified in writing by County.

(3) Contractor is responsible for all cost 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 (Lockdown) 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 the property of the County at termination of the contract, unless County specifically requests that the Contractor remove any or all of the installed cable wiring or conduit, which shall be done at the Contractor’s expense.

(4) Contractor’s employees, agents, and subcontractors working at the correction facilities must pass and maintain, to the satisfaction of HCDC, a security and background check performed by HCDC (“Clearance”).

(a) Failure to pass, divulge information, or comply with the background process will prohibit an individual from entry into HCDC facilities on behalf of or to perform work for Contractor.

(b) If a Clearance is refused for any individual, Contractor will be notified and Contractor shall provide a replacement suitable to HCDC.

b. 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 as identified by HCDC. Contractor must successfully complete importation of the current call list prior to the ITS becoming operational.

(2) Contractor shall adapt its system to the HCDC Personal Identification Numbers (PINS) for each inmate generated by the commissary inmate account software.

(3) Contractor shall provide a web-based platform to allow County personnel access to the system from any portal. Contractor shall not limit the number of logins assigned to County personnel. Proposals should include a description of how access will be provided and any levels of administration access, for example passwords and levels of customized access, such as for blocking numbers and making administrative changes. This platform will also allow access by law enforcement agencies to access recordings of both phone calls and
visitations and to utilize analytics.

(4) All moves, add-ons, changes to and new installs of the equipment, hardware and software (collectively Modifications) that occur during the contract term, will be the sole responsibility of the Contractor. All Modifications must be pre-approved by County and once approval is given, Contractor shall proceed with the Modifications at their own cost.

(5) The system shall have or develop the capability to conform with all elements of Nebraska Statutes 47-101.01, Telephone services for inmates and to Nebraska Jail Standards. Among those requirements the system shall have the capability to effectively allow inmates to contact with attorneys without charge and without monitoring or recording.

(6) In addition to inmates housed for Hall County, the Hall County Department of Corrections also houses for other counties, the Immigration and Customs Enforcement, United States Marshal Service, the Federal Bureau of Prisons, the Nebraska Department of Corrections, and Nebraska Parole Board. The bidders 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.

c. **Schedule.**

(1) Contractor 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) Contractor shall submit a detailed schedule to HCDC for approval that includes plans and schedules for installation and operation of Telephones and Video Visitation. The schedule shall be prepared and implement 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 shall 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 HCDC 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 HCDC is fully imported and functional.

d. Back Up and Disaster Plans. Contractor must have a detailed Back-Up or Redundancy Plan, as well as a Disaster Recovery Plan. Contractor 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.

2. 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. Contractor's 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 inmate's trust fund/commissary account to the Contractor's Payment Platform.

(3) Accept funds for inmates, including funds from family and friends, for placement in an account established and operated by Contractor for use by an inmate.

(4) Contractor shall have a mechanism in place for immediately releasing any funds in an inmate’s Payment Platform accounts to be paid to the inmates immediately upon receipt of notification that inmate is being released. Any funds remaining in an inmate’s account shall be fully refunded to the inmate and shall not be transferable to an inmate remaining in custody.

b. Billing.

(1) Contractor is responsible for the billing and collection of all inmate calls in accordance with the contract. Contractor 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. Contractor will comply with Nebraska Statute 47-101.01 Nebraska Jails 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 any uncollectible charges, including but not limited to incomplete calls and bad debt on collect calls.

(4) Contractor shall not bill Users for incomplete calls (e.g., network intercept recordings, busy signals, no-answers, etc.).

(5) All billing must be direct to the inmates or third parties, such as family members, without involvement of the County.

c. Commissary Purchasing.

(1) The ITS must provide the ability for inmates to order from the commissary through Telephones.

3. Phone Calls

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

a. Calling.

(1) Permit one-way outgoing calls that are prepaid, billed to the Payment Platform, or charged to the called party.

(2) Permit collect calls.

(3) Provide an automated operator telephone system for all calls.

(4) 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. Contractor shall provide fixed and mobile TDD Telephones based on the needs of the facility, as determined by the County.

(5) Provide international call services throughout Canada, Mexico, South America, and to overseas destinations.

(6) 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.

(7) Telephones located in the intake areas will be configured to allow inmates to make unlimited free local calls to landline and cell phones, at no cost to the County. These calls shall not require PINS however shall otherwise comply with all requirements of the contract including recorded greetings to the call recipient, retention procedures and inclusion in queries and reports.

(8) 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.

(9) The system shall not allow chain dialing and secondary tones, "hook switch dialing," and other fraudulent activities. Inmates shall be required to hang up before dialing a new number.

(10) The ITS shall at all times:

(a) Mute the inmate's ability to speak to the call recipient until the call is accepted;

(b) Not allow the inmate to hear the recipient until the call is accepted;

(c) Disable the telephone keypad during a call.

b. Call Blocking. The ITS must:

(1) Block all three-way calling, conference calling, and call forwarding.

(2) Permit a called party to block all future calls from the County jail.

(3) Block calls to Restricted Numbers on a system-wide basis and a case-by-case basis, as directed by HCDC. Restricted numbers will be verified by HCDC and programmable by the Contractor or HCDC into the ITS. Contractor shall not delete, add or change any limitations on a Restricted Number without approval of HCDC.

(4) Adhere to the following:

(a) Calls shall not be blocked due to a lack of local exchange carrier (LEC) or competitive local exchange carrier (CLEC) billing agreements with Contractor.

(b) 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
receipt to pay past or current charges, the call recipient and inmate shall be provided the opportunity to complete the call by a prepaid format. If both the call recipient and inmate decline to continue the call in a prepaid format, the service provider may block/ not authorize the call to continue.

c. **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 list and Alternate Public Defender will be identified as Unmonitored Numbers. Phone numbers for criminal defense attorneys must be verified by HCDC and shall be programmable by the Contractor or HCDC into the ITS. Contractor shall not delete, add or change any Unmonitored Number without approval of HCDC.

(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 rejection 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 call must be stored for retrieval for a period of at least one (1) year after the call is placed, and the system must have the capability to transfer the recorded calls to removable media for archiving, or review. Contractor must have the ability to search and access stored calls and deliver the call at the request of HCDC or pursuant to a court order, which shall be done at no cost to County.

(7) Provide for automated turn on and shut off of Telephones and Video Visitation Stations at times designated by HCDC and for the immediate manual system shut off by HCDC staff.
(8) 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.

(9) Bidders invited for an oral interview should be prepared to discuss their technology, capabilities and practices related to prevention of fraud and abuse.

d. 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) Called number; and

(7) Call status including incomplete and complete calls.

(8) Geo-tracking & Locating called numbers

e. Call Announcement and Instructions

(1) The system shall provide an initial greeting and instructions to the called party that state the following:

(a) That call is from the Hall County Jail 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 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 not 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 connection 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 recipient's accounts are current and in good standing. If the call is determined to be non-billable, both Users shall be afforded the opportunity to complete the call utilizing prepaid services. If both Users decline, the call will not be authorized to go through.

4. **Telephones**

   a. Contractor shall provide all Telephones, software, wiring, cabling, conduit, jacks, plates, and related hardware at no cost to the County. Contractor will install enough telephones in each of the housing units to maintain a minimum ratio of one phone per 25 inmates.

   b. 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 wall, block wall, stainless steel shrouded columns, or protected external enclosures and meet all the requirements for detention and correction grade phones.

   c. Telephones shall be suitable for indoor and outdoor installations, have a heavy chrome metal twelve-button keypad and a handset with an armored cord and cradle.

   d. Telephones shall be for outgoing calls only and shall not be capable of accepting coins or credit cards as payment.

   e. Telephones shall be durable, tamper-proof, and consist of rugged steel encased housings and shockproof keypads suitable for the detention and corrections environments to minimize vandalism and destruction of property.
f. All handsets, ear and mouthpieces shall be of heavy-duty construction with no removable parts, and installed in such a manner that no safety hazard is present to the user.

g. Telephones shall be configured with a braided steel receiver cord eighteen (18) inches in length.

h. All telephones must be configured with the handset cord exiting from the bottom, in a central position.

i. All Telephones must be water resistant and fireproof, and have key-locked mountings to the wall.

j. All other equipment including outdoor installations must meet HCDC safety and security standards.

k. Telephones shall have touch-tone keypads.

l. Amplified handsets may be required in specified areas. They shall be fitted with a volume control device, which allows the inmate to increase or decrease the volume of the handset earpiece.

m. The ITS must include capabilities for protection from power surges.

n. The ITS shall have the capability for Contractor or HCDC to turn select or all telephones on or off remotely. There shall also be a manual on/off switch in multiple locations within each facility.

o. Contractor 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.

p. 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.

q. Telephones must be line powered such that, the Telephone does not require separate electrical power at the device. Telephones shall be specifically designed for use in a correctional environment and must be approved by County before installation. Contractor shall not use converted coin phones.

r. Contractor shall provide one (1) telephone meeting all other system requirements to allow deaf or hard of hearing inmates access to telephone communication.
5. Video Visitation

Contractor’s ITS shall provide Video Visitation services with the same security, monitoring, recording, and reporting provisions found in the telephone parameters.

a. Remote visits by the general public, with a fee charged to the end user.
b. Onsite visits by the general public at no cost to either party.
c. Remote attorney visits with a fee charged to the attorney. Attorney visits will not be recorded and viewing by HCDC staff will be blocked.

6. Call Monitoring Functionality

Contractor’s ITS shall have call monitoring features which monitors 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.

a. Contractor’s call monitoring details within the recorded system shall continue to be accessible within the proposed leave behind solution.
b. The ITS shall monitor live inmate calls without any detectable deterioration of call quality or call interruptions.
c. The ITS shall allow HCDC the ability to access in-process calls for monitoring and allow the monitored call to immediately be disconnected, using a secure monitoring platform. This shall include the ability for remote monitoring and disconnection.
d. Call Restrictions:
   
   (1) The ITS shall exempt Unmonitored Calls from monitoring. The ITS shall be capable of identifying specified telephone numbers as "do not monitor".

The ITS shall include an alert system that will detect and notify Contractor and HCDC 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.

7. Query, Analytical, and Monitoring Tools

a. The ITS shall have the ability to allow HCDC staff to query, print, download, and e-mail reports by any combination of, at minimum, the following: location, PIN, phone, numberdialed, time/date, duration, call type, and call status.
b. The ITS shall provide HCDC the ability to reverse lookup of 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 word.

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.

8. Onsite Equipment

a. Contractor shall have its own network for the ITS. At no time during the contract shall Contractor run its ITS on the County’s network.

b. Contractor’s equipment shall be properly maintained and serviced, throughout the life of the contract, including computers, computer systems, hardware, and equipment.

(County is responsible for the maintenance and servicing of its own computer systems, terminals, hardware/servers, workstations hardware, and equipment for JMS.)

c. Contractor staff and any approved subcontractors shall work with County Information Technology Department (IT) staff as required or directed by HCDC.

d. Contractor shall obtain HCDC’s approval of all systems and applications before installation. County maintains the right to decline at its discretion any proposed systems, modifications and/or applications.
Contractor is responsible for all costs of the ITS, including payment of County costs associated with developing and maintaining software interface between the JMS and ITS systems.

9. Telephone Rates, Fees, and Revenue Share

Bidders shall submit a proposal with one rate fee and revenue shared bid. Bidders shall not propose alternatives rates and revenue shared options.

a. All per-minute rates or all fees will be specified in the proposal. All rates, fees, charges, as well as revenue or commission paid Hall County shall comply with Nebraska Law, Nebraska Jail Standards, Nebraska Public Service Commission regulations, FCC regulations, and any other applicable law or regulations.

b. 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.

c. Fees: Specify each and every fee and surcharge that will be charged to anyone. This must include all call and call payment charges, including any 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.

d. 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:

(1) Calls

(2) Video Visitation

The Revenue Share Rate offered by the Contractor shall be payable to the County each month.

10. Maintenance and Repairs

a. ITS Equipment.

(1) Contractor is responsible for all maintenance and repairs to Telephones, Video Visitation Stations and the ITS. A single point of contact with the Contractor, via a toll-free telephone number and an e-
mail address, must be provided and maintained by the Contractor 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 the sole and exclusive property of the Contractor and Contractor’s sole responsibility.

(3) Contractor 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. Contractor 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 equipment.

b. Service and Support Requirements

(1) The Contractor shall provide technical support service on a 24 hour, 365 days per year basis for all critical and non-critical failures at no cost to the County.

(2) System Failures are defined as:

   (a) *Critical system failure* is a loss of connection to a full housing using or greater portion of the facility. It may also be determined by facility staff that the equipment or connection failure is critical to facility operations.

   (b) *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.

(3) The Contractor 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 four (4) 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.

c. Maintenance.
(1) Contractor shall develop procedures and schedules and conduct Preventive Maintenance on ITS and all equipment. Contractor shall provide the schedule and procedures to the County’s Inmate Program Supervisor.

(2) 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 10:00 pm to 06:00 am.

d. **Phone Line Failure.** Contractor 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 Contractor's equipment.

(1) When the Contractor determines the responsible party for failure, the Contractor shall contact the responsible party 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 Contractor's equipment, hardware, software, or wiring, the Contractor shall correct the problem at no cost to the County.

e. **Notification.** Contractor 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.

11. **Ownership**

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

12. **Records**

a. **Maintenance.** Contractor shall be responsible for system maintenance records, which identify reported problems.

b. **Call Recordings.** ITS shall retain call recordings for one year from the date the call was placed. Contractor shall retain the call recordings for one year from the date the call was placed.

c. **Extended Retention.** The Contractor and ITS shall retain call recordings and call data that is are identified or requested by HCDC or Court Order to
be held beyond the standard retention period. Calls to be retained maybe 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.

13. Training/Ongoing Operations

a. **ITS Training.** Contractor shall provide training to County staff on the ITS features and usage. All training shall be at no cost to the County.

b. **Training Scope and Schedule.** Contractor 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.

c. **Minimum Trainings.** Contractor shall provide, at minimum, the following trainings:

   (1) Initial. The initial training must occur no later than 14 days prior to the "go-live" date. Ample 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 Telephones and Video Visitation Stations. If requested by HCDC, ample trainings must be provided to accommodate all work shifts.

   (3) Upgrades. Training prior to upgrades of the ITS or any of its components.

   (4) Query and Analytical Tools: Trainings, to individuals identified by HCDC, in the query and analytical tools and reports functions of the ITS. This training will be provide as requested by HCDC.

**Operation Review Meetings.** Upon the request of HCDC, Contractor 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.

14. Deliverables

Contractor shall maintain and provide reports and statistics about the Services provided. Contractor shall make available to the County accrued data regarding Services provided. Contractor’s reporting system must have Ad Hoc Query and report capability 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.
a. \textit{Monthly Financial Reports}: Contractor shall provide monthly reports covering the first day of the month through the last day of the month. Financial Reports shall be in a batch format and include reconciliation and accounting details. Batch reports shall be provided in Central Standard Time. These reports shall be included with the monthly Revenue Sharing check. Types of monthly reports shall include, but are not limited to the following:

(1) Phone Calls and Video Visitations:

   (a) Revenue Statement:

      • Total revenue by billing and call type
      • Total Revenue
      • 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 call (including all fees)
   (g) Percentage of total minutes
   (h) Calculation of County Revenue Share Payment
   (i) Total Revenue
   (j) Percentage of total revenue

b. \textit{Year-End Summary Reports}: Contractor shall submit Year-End Summary Reports, including Annual ITS Management Reports to the County, pertaining to the Services.

   (1) Annual Summary Reports at a period to be determined by the county (e.g. fiscal, calendar year, or annually from service start date).
(2) 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.

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

d. *Audit:* The County or their duly authorized representative shall have access, at reasonable times, to all reports, Contract records, documents, files, and personnel necessary to audit and verify Contractor’s charges to County hereunder. Potential Contractor 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 Contractor's services hereunder County reserves the right to audit and verify Contractor's records before final payment is made. The County's representative shall have the right to reproduce any of the previously mentioned documents. Should Contractor cease to exist as a legal entity, Contractor'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 Manager.

e. *Annual Review:* Upon County’s request, within 30 calendar days following the end of the Agreement year, the Contractor'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, Contractor shall provide a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year, and a contract review for the preceding year.

15. **Additional Products and Services**

a. Digital Broadcast Service – The Hall County Dept. of Corrections is interested in installing a broadcast service to supply customizable digital content to the housing units through TVs. The intent is to replace bulletin boards and posted printed materials with the video system that allows easily modified content. Content would include information such as: inmates rules, visitation schedules, PREA Disclaimers, program resources, and announcements.
We invite bidder to propose a system to supplement the phone and visitation system.

b. Any other products or services that bidders would like to include to supplement and enhance their bid package may be included in the proposal.

III. DETAILED SUBMITTAL REQUIREMENTS

A. Proposal Format

Proposers should prepare their proposals in accordance with the instructions outlined in this section. Each proposer 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. 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.

1. Cover Letter / Executive Summary

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 request for proposal. The Executive Summary should not exceed two (2) pages.

Each Company shall make the following representation and warranty 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.”

2. Company Information

Include a description of the firm’s background, its organizational structure, length of time in business, assets available 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
3. Technical and Feature Overview

Demonstrate an understanding of the project; include descriptions and details of the system being offered. Provide an Implementation Plan and Schedule.

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 HCDC.

4. References

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.

5. Financial Proposal

Outline in a clear format all per minute rates and fees telephone service and for remote video visitation service. Specify the specific revenue share/commission percentage for all services.

6. Technology and Other Services

Contractor may describe technology enhancements, software applications, and other services that are available through or recommended by the vendor.

7. Exceptions and Deviations

Provide a statement expressing understanding and willingness to comply with all provisions of the RFP. If there are provisions of the RFP that the vendor 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 Vendor would like to propose an alternative solution, the vendor shall identify and list the provision in its entirety and provide the alternative solution.

IV. EVALUATION CRITERIA

A. Evaluation of Proposals

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.

Evaluation Committee will make a selection based on criteria listed below (no particular order) and other relevant RFP information. Evaluation factors will include,
but are not limited to, the following:

1. Demonstrated ability to provide the services,
2. References
3. Price/Cost
4. Compliance with the information listed in the RFP
5. System feature and options offered

B. Award Procedures

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 Proposer, to accept any items in any proposal. The County may, at its discretion, require one or more proposers to appear before an evaluation committee for an interview or to make a presentation. During such interview, the contractor 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. Proposers will be notified in advance of the time and format of such meetings. Since Hall County may choose to award a contract without engaging in discussions or negotiations, the proposal submitted shall define each proposer’s best offer for performing the services described in this RFP.

The commencement of such discussions, however, does not signify a commitment by Hall County to execute a contract or to continue discussions. The County may terminate discussions at any time and for any reason.

A proposal may be rejected if it is incomplete. Hall County may reject any or all proposals and may waive any immaterial deviation in a proposal.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

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.

County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.
V. GENERAL CONDITIONS AND REQUIREMENTS

A. Terms and Conditions

All proposals submitted in response to this request shall become the property of Hall County and as such, may be subject to public review.

Hall 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 that proposal that best serves its needs, as determined by County officials in their sole discretion.

All payroll taxes, liability and worker’s compensation are the sole responsibility of the Proposer. The Proposer understands that an employer/employee relationship does not exist under this contract.

Unless otherwise specified in the contract, this RFP and all terms of specified here will be considered part of the contract.

B. Contract Period

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 Contractor’s company at agreed upon rates for a period in one-year increments. Each optional year will require County’s approval for renewal.

C. Termination of the Contract

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

2. The rights and remedies of 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 Contractor shall not be relieved of its liability to County for damages sustained by virtue of breach of the contract.
3. County may terminate the contract for convenience without cause by giving written notice to the other party, at least 90 (ninety) 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 Contractor 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 90 day notice, the current Contractor shall continue service under terms of the current contract until a new service provider is available. Current Contractor 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 Contractor, County shall have the right to terminate the contract 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 Contractor, the Contractor shall immediately so advise County. The Contractor shall assure that all tasks related to the Contractor are performed in accordance with terms of the 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 County.

7. In the event that the facility is damaged by fire or other casualty and that as a result of the damage any threat is posed to the safety, health or security of the inmates, staff and/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 just and equitable compensation for work completed as of the termination date.

The procedure on termination shall be as follows:

Upon delivery by certified mail to the Contractor 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 Contractor 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.

D. Prison Rape Elimination Act 2003 (PREA)

Contractor 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 Contractor, the facility may conduct announced or unannounced monitoring to include on-site monitoring.
E. 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 the proposal. The firm submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by subcontractors.

F. Insurance

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

1. Workers Compensation and Employers Liability Insurance

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

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.

The minimum acceptable limits of liability shall be $1,000,000 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 claims made form, the products/completed operations coverage is to be maintained for two years after final payment.

The County is to be named as an additional insured on the insurance coverage required under this section.

3. Automobile Liability Insurance

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.

The County is to be included as an additional insured on the insurance coverage required under this section.
4. **Certificate of Insurance**

The Contractor shall furnish the County with a certificate(s) of insurance evidencing the coverages 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 Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Contractor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Contractor in this section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor’s insurance coverages required in this section.

5. **Insurance Company**

All insurance coverages herein required of the Contractor 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-.

Upon request of the County, the Contractor shall furnish evidence that the insurance company or companies being used by the Contractor meet the minimum requirements listed in this subsection.

Upon request by the County, the Contractor 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 Contractor’s insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Contractor is required to notify the County of any deviations from the minimum requirements presented in this section.

G. **Additional Insurance Requirements**

1. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

2. Contractor shall have no right of recovery or subrogation against Hall 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.

3. Hall County shall have no liability with respect to Contractor’s personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
4. Insurance procured by Contractor shall not reduce nor limit Contractor’s contractual obligation to indemnify, save harmless and defend Hall County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

5. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor 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.

H. Indemnification

Contractor agrees to protect, defend, indemnify and hold Hall 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 Contractor, its officers, employees, subcontractors or agents. Contractor 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.

I. Equal Opportunity Employer

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Hall 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.

J. Licenses

The successful Contractor(s) 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.